

**VILLAGE OF LINCOLNWOOD
PARKS & RECREATION BOARD**

REGULAR MEETING

**Tuesday, October 8, 2013, 7:00 pm
Lincolnwood Village Hall, Council Chambers**

AGENDA

- I. Call to Order
- II. Approval of September 10, 2013 Minutes
- III. Audience Participation
- IV. Letters/Notes from the Public
- V. Old Business
 - a. Accreditation Update
 - b. 2013 Aquatics Report
 - c. 2014 Meeting Dates
- VI. New Business
 - a. Rossi Park Fence/Dog Run
 - b. ADA Project Update, Review and Approval
 - c. Drake Park Playground Bid Approval
 - d. Drake Park Playground Surplus Declaration
 - e. Kids Around the World Contract Approval
- VII. Chairperson's Report
- VIII. Commissioners' Reports
- XI. Staff Reports
- VIII. Adjournment

Posted: October 5, 2012



Lincolnwood Park and Recreation Board Meeting
Lincolnwood Village Hall – Council Chambers
September 10, 2013
DRAFT MINUTES

CALL TO ORDER

The meeting was called to order at 7:00 P.M.

PRESENT AT MEETING

Park Board Members: Demerise Gratch, Gail Ito, Art Lovering, Laura Tomacic, Sarah Hardin

Parks and Recreation Department Staff: Jan Hincapie, Jan Wu, Andrew Thurman

Village Board Liaison: Trustee Craig Klatzko

Audience: David Joshua Mihaila, Christian Romanian Churches, Beryl Herman, Village Clerk

APPROVAL OF MINUTES

On motion Ito/Tomacic to approve the meeting minutes of the July 9, 2013 meeting. 6-0, motion passed.

AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

Request from Chicagoland Romanian Church – Soccer Fundraiser

David Joshua Mihaila is requesting permission to hold a soccer tournament on October 12 in Proesel Park as a fundraiser for the charity group, Chicagoland Romanian Church (CRC). The money raised will be used to fund a trip to Kenya to build a garage and purchase hand tools.

Lovering – Are the fields open? What else is going on?

Thurman – Fields are open. There may be a shelter rental.

Hincapie - We've had Beer Fest, shelter rental, baseball tournament and the pool open on the same day without any complaints.

Tomacic – What is the estimated number of participants?

Mihaila – 120 players – 12 male teams and four female teams

On motion, Bass/Tomacic to recommend approval of park permit allowing the Christian Romanian Church to hold a fundraising soccer tournament on October 12, date subject to change if deemed necessary by staff, as presented by David Joshua Mihaila. 6-0, motion passed.

Klatzko – Will the group be responsible for liability insurance?

Thurman – Yes

Klatzko – How much is the rental?

Thurman - Approximately \$180.

OLD BUSINESS

- A. Approval of Resolution Closing Lincoln Avenue for the 2013 Turkey Trot

Hincapie – Will look at changes to the course for 2014. The Police Department would like the route to not travel down Lincoln Avenue. No changes to the route for 2013.

On motion, Ito/Tomacic to recommend approval of a resolution to close Lincoln Avenue for the 2013 Turkey Trot. 6-0, motion passed.

- B. Accreditation

Hincapie – Seven member team will be out on September 27 to determine if the Department is operating under the highest standards of operation. Kudos to staff for their work preparing for the visit. Presented the following: Prospective Board Member Packet and Policy, ADA Transition Plan, Agenda and Packet Distribution Policy, Safety Manual and Recreation Statistics and Reporting Policy.

ADA Transition Plan – Making progress on the transition plan as money is available. Will use grant money when possible to fund things like an accessible entrance to the pool. We are making great strides including accessible picnic tables, benches with arms in parks, handicap swing in Proesel Park (Facebook request).

Safety Manual – This has been presented to the Park and Recreation Board before. Thurman is on the

Safety Committee; Hincapie is on the Executive Safety Committee. The document is a guide to walk through safety policies.

Ito - Have suggestions for non-content changes.

On motion, Hardin/Ito to recommend approval of Prospective Board Member Packet and Policy, ADA Transition Plan, Agenda and Packet Distribution Policy, Safety Manual and Recreation Statistics and Reporting Policy as presented with non-content changes per Commissioner Ito. 6-0, motion passed.

C. Election of Chairperson

Hincapie – Requested a board member run the election for chairperson. Ito volunteered.

Ito – Any nominations for chairperson?

Lovering – I would like to nominate Reese Gratch. I feel Reese has done an outstanding, flawless job. Unanimous vote of 5-0, Gratch elected chairperson.

NEW BUSINESS

A. Request from Chicagoland Romanian Church – Soccer Fundraiser – Discussed under Audience Participation

B. Drake Park Bid Recommendation –Item tabled; will be presented at October meeting.

C. Declaration of Surplus Property – Drake Park Playground –Item tabled; will be presented at October meeting.

D. Approval of “Kids around the World” Playground Donation–Item tabled; will be presented at October meeting.

Thurman – Items B – D will be presented formally at the October meeting to allow time for legal review. The Drake Park Playground was bid with Playground Option #2. Five bids were received. The lowest bid was from Hacienda Landscaping, the company that worked on Springfield Park. Will declare the old equipment surplus through an RBA. “Kids around the World” will be disassembling the playground and reassembling it in another country for children to use.

Hincapie – Northbrook did this with a playground that was being replaced. The company sent a video of the playground being reinstalled and opened in the new country, which was very moving.

Lovering – Would be nice to promote this on our website.

CHAIRPERSON’S REPORT – Congratulations to Katie!

COMMISSIONERS’ REPORTS

Ito - Requests notification of board members when people leave the Department.

DIRECTOR’S REPORT

John Lovestrand, President of Lincolnwood Baseball, will be presented with the Outstanding Volunteer award on September 27 through IAPD. Lincolnwood will also be receiving honors for having one of the top three arts programs in the state. Hincapie and Thurman will attend the awards ceremony. Will start with the appraisal phase for the bike paths. Construction documents to follow for the path once we receive the lease from ComEd.

Lovering – Recent criminal activity on the Sauganash Trail. What amenities will the paths have?

Hincapie - We can look for grant funding for 911 boxes. Skokie is not planning on having any.

Was asked to review plans for the Purple Hotel. Stressed the importance of making the backside of the building attractive for those using the path. Bricks have all been sold.

Lovering – Have heard the rat complaints have increased since demolition started.

Klatzko – North Capital is dealing with the complaints.

STAFF REPORTS

A. SUPERINTENDENT OF RECREATION – JAN WU

Introduction to Kayaking is running this Saturday at Centennial Park. The first “Juzz Dance” was held last Friday with 129 attendees.

B. SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN

Pool is closed. Will present final report in October. Wednesday night softball is the only league running this fall.

C. COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH

As noted in report.

Hincapie – Requesting \$20,000 from Friends of the Community Center for Community Center improvements including a new roof and AC unit in the large room. Receiving \$4,000 from Niles Township for scholarship program for Lincolnwood residents only.

Bass – When will you go to bid for the roof?

Thurman – Spring timeframe.

ADJOURNMENT

On motion, Ito/Tomacic to adjourn the meeting at 7:50 P.M.
Park Board Minutes prepared by: Jan Wu, Superintendent of Recreation

Park and Recreation Board President:

Signature

Date

Proesel Park Family Aquatic Center Annual Report 2013

POOL OPERATIONS

The Proesel Park Aquatic Center had another fantastic year. The pool staffed eleven front desk attendants, three aqua instructors, fifty-five lifeguards, twelve maintenance staff, three head lifeguards, three assistant managers and three head managers.

This summer saw a great fluctuation in temperature from the previous year. There were eight days that we were closed all together and nine days that saw less than 200 people come through the doors. Staff did a great job accommodating those members who came on cool days as well.

New this year, Staff hired a management team of three pool managers versus one in the place of more assistant managers. This way we almost always had a manager on duty. Staff really liked this concept. It always gave patrons a manager to go to instead of an assistant manager. The three managers utilized their skills in different areas. One manager oversaw the lifeguard, front desk and maintenance, another manager did all of the payroll and front desk communication and finally the third manager concentrated on the safety drills, in-service and guard training. All managers worked on a day to day basis with anything and everything that came up as well. We also had three assistant managers that would open the facility in the morning and close at night. We generally had a manager and assistant manager on duty throughout the busy times and all weekends.

The assistant managers and head guards helped with rotations, bringing water to guards, on-deck to help with saves, accident reports, rotations and first aid in the office. Assistant managers opened the facility in the morning, filled and checked chemical levels as well.

The management staff did a great job of keeping guards interested and engaged throughout the summer. The managers instituted a "Guard of the Week" program. The chosen guard showed leadership and initiative throughout the week and got to use the "Guard of the Week" rescue tube. The guards loved it, as it made them stand out and acknowledged them.

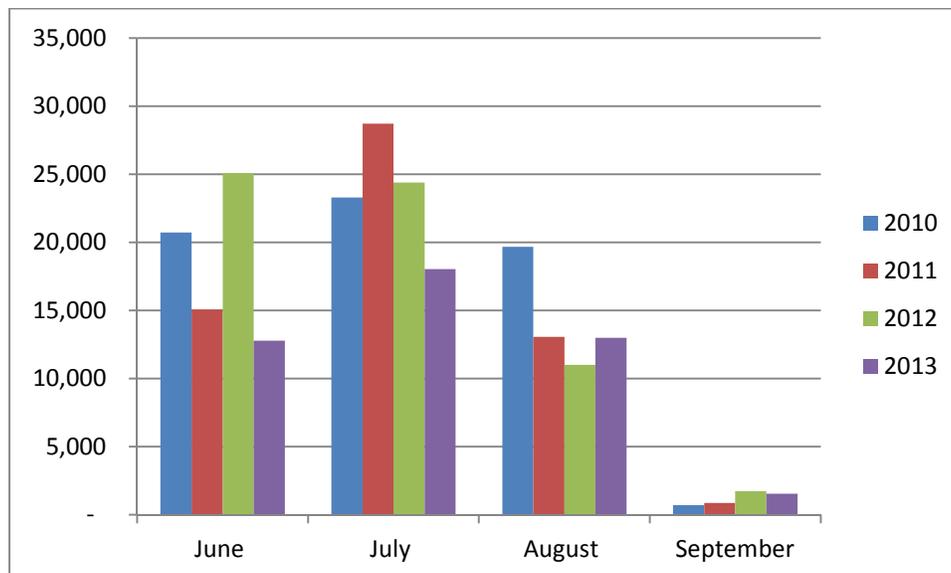
Another new program that the management staff instituted this year was the Lifeguard Boot Camp program. This program was for new or struggling guards who had been observed as nervous or hesitant in training situations. We spent a week reviewing, training and shadowing veteran staff to become more comfortable with their position.

The pool maintenance staff continued to keep the facility as clean as possible. We hired twelve high school and college maintenance staff who emptied trash cans, filled paper products, vacuumed the pool and power-washed the locker rooms. We generally had two maintenance staff on shift at a time. It really helps out the facility and our public works staff to have the part-time help in the summer.

The eleven front desk attendants serve as the entry point into the facility. This staff takes care of all of the issues with patrons who forget their passes, are not members or want to bring in food. It is a very tough job to sit at the desk without air conditioning and away from the rest of the staff. This staff did a great job collecting fees and helping the patrons following the rules regarding food and drink in the facility.

Proesel Park Family Aquatic Center				
Monthly Attendance				
	2013	2012	2011	2010
June	12,776	25,085	15,076	20,710
July	18,026	24,392	28,718	23,297
August	12,980	11,016	13,067	23,660
September	1,540	1,739	866	709
TOTAL:	45,322	62,232	57,727	68,376

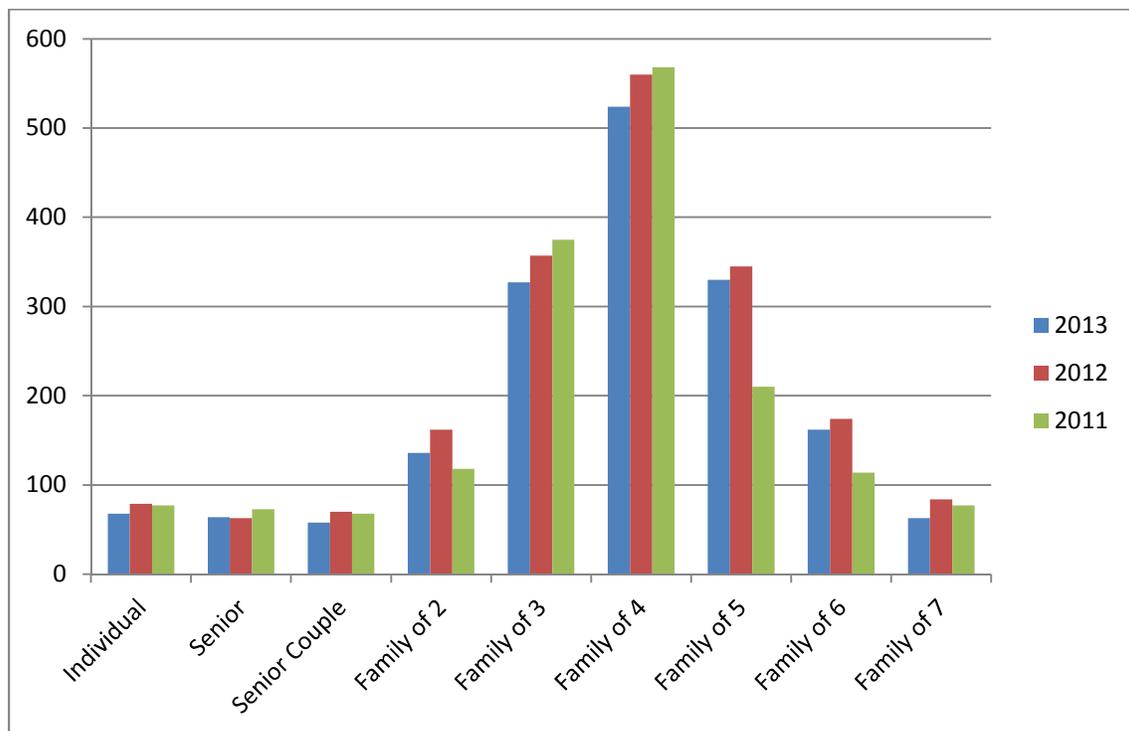
2010 – 2013 Monthly Attendance



Membership Packages Sold 2011 - 2013

Membership Type	Packages Sold	Individuals 2013	Packages Sold	Individuals 2012	Packages Sold	Individuals 2011
Individual	68	68	79	79	77	77
Senior	64	64	63	63	73	73
Senior Couple	29	58	35	70	34	68
Family of 2	68	136	81	162	59	118
Family of 3	109	327	119	357	125	375
Family of 4	131	524	140	560	142	568
Family of 5	66	330	69	345	70	210
Family of 6	27	162	29	174	19	114
Family of 7	9	63	12	84	11	77
Total Passes	668	1,732	627	1,894	610	1,680

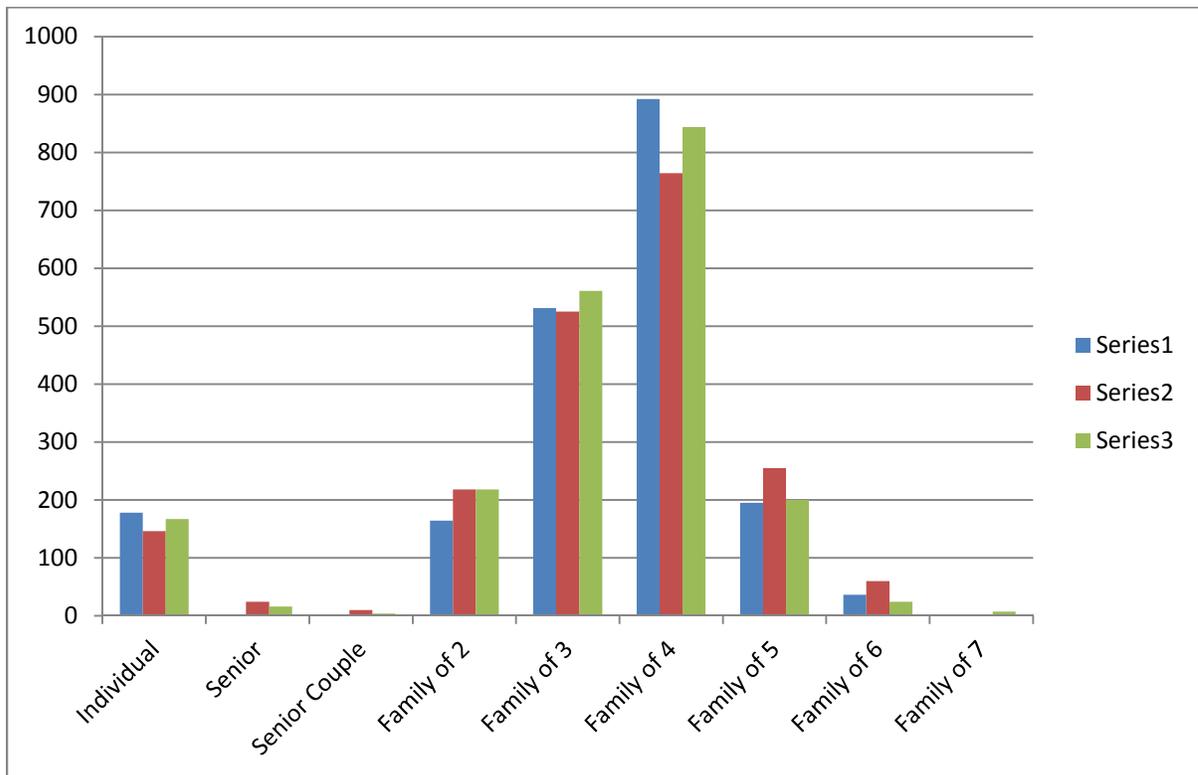
Individuals per Pass Type 2011 - 2013



Non-Resident Memberships Sold 2011 - 2013

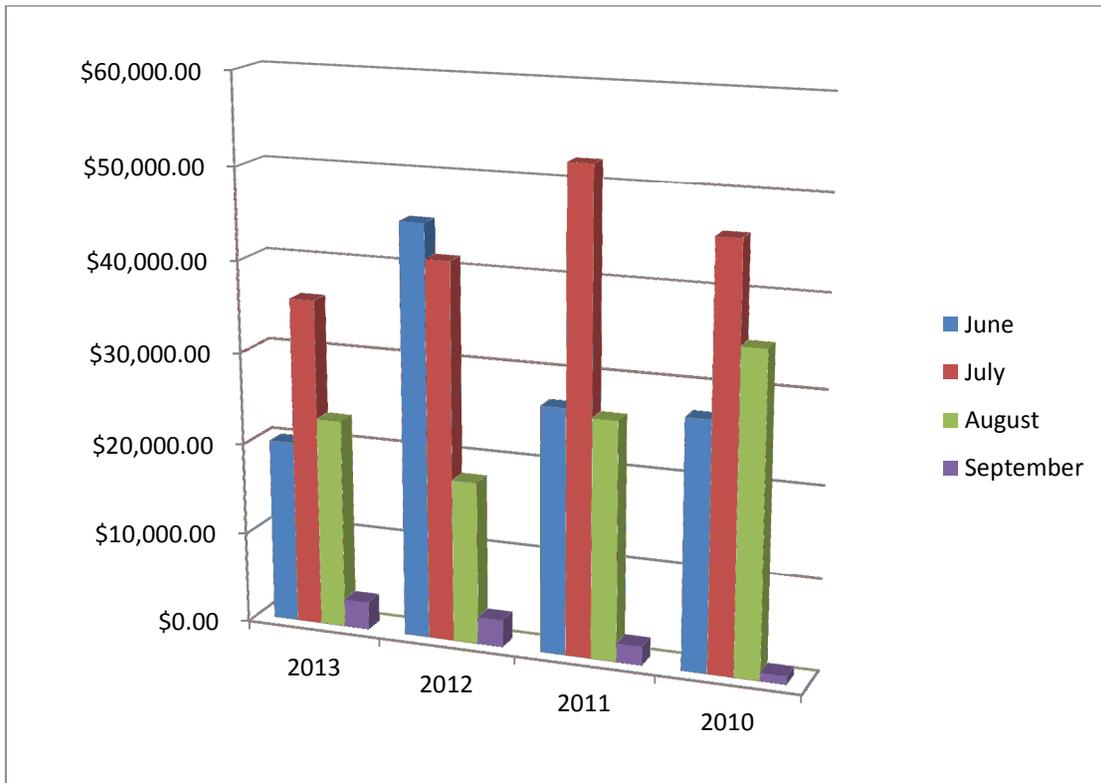
Membership Type	Packages Sold	Individuals 2013	Packages Sold	Individuals 2012	Packages Sold	Individuals 2011
Individual	178	178	146	146	167	167
Senior	2	2	24	24	16	16
Senior Couple	1	2	5	10	2	4
Family of 2	82	164	109	218	109	218
Family of 3	177	531	175	525	187	561
Family of 4	223	892	191	764	211	844
Family of 5	39	195	51	255	40	200
Family of 6	6	36	10	60	4	24
Family of 7	0	0	0	0	1	7
Total Passes	708	2000	743	2002	737	2041

Individuals per Pass Type 2011 – 2013



DAILY ADMISSION MONTHLY REVENUE

Drop-In Monthly Revenue				
	2013	2012	2011	2010
June	\$ 20,068.00	\$ 45,045.00	\$ 26,843.00	\$ 27,136.00
July	\$ 35,926.00	\$ 41,269.00	\$ 52,310.00	\$ 45,861.00
August	\$ 22,970.00	\$ 17,867.00	\$ 26,077.00	\$ 34,913.00
September	\$ 3,060.00	\$ 2,991.00	\$ 2,088.00	\$ 950.00
Total Revenue	\$ 82,024.00	\$ 107,172.00	\$ 107,318.00	\$ 108,860.00

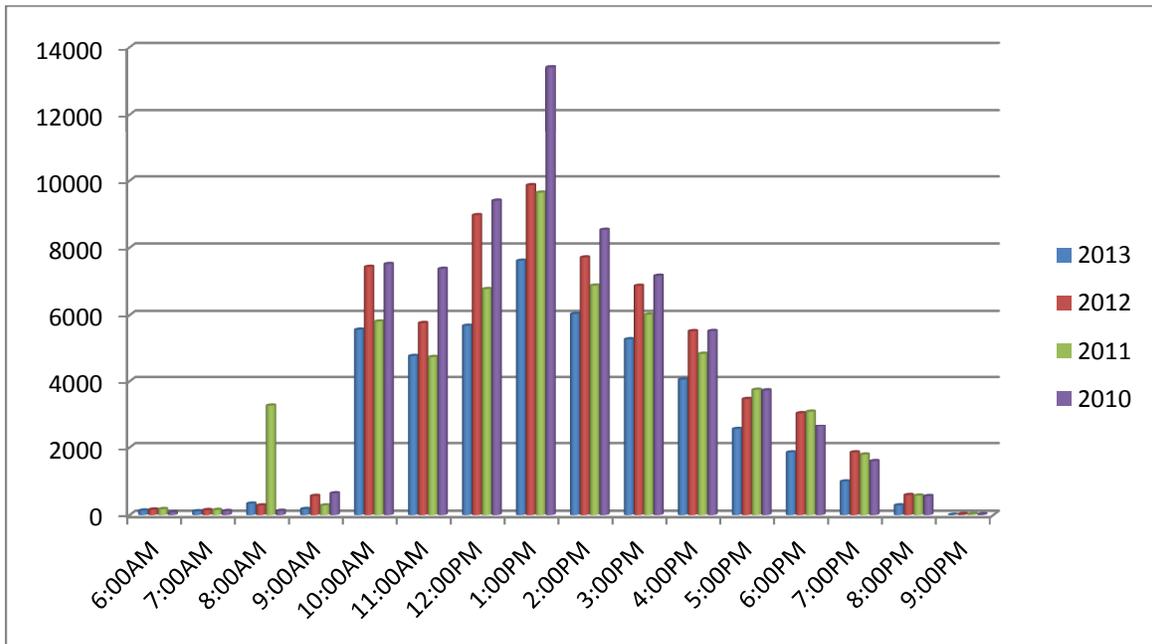


Business Passes Sold (Individuals)			
2013	2012	2011	2010
11	16	3	3

Non-Resident 20 Punch Pass				Resident 10 Punch Pass			
2013	2012	2011	2010	2013	2012	2011	2010
36	29	15	9	41	46	38	34

Pool Entry Times

Time	2013 Entry Times		2012 Entry Times		2011 Entry Times		2010 Entry Times	
	%	Total	%	Total	%	Total	%	Total
6:00AM	0.29%	132	0.26%	159	0.30%	174	0.11%	78
7:00AM	0.24%	110	0.23%	145	0.26%	149	0.17%	116
8:00AM	0.74%	335	0.45%	282	5.67%	3277	0.18%	122
9:00AM	0.39%	176	0.90%	563	0.49%	282	0.94%	641
10:00AM	12.20%	5528	11.94%	7431	10.06%	5809	10.99%	7515
11:00AM	10.47%	4747	9.26%	5765	8.17%	4717	10.78%	7372
12:00PM	12.54%	5683	14.42%	8974	11.73%	6771	13.75%	9404
1:00PM	16.80%	7612	15.85%	9864	16.70%	9644	19.60%	13401
2:00PM	13.31%	6031	12.39%	7711	11.91%	6874	12.49%	8539
3:00PM	11.57%	5244	11.04%	6868	10.41%	6015	10.48%	7166
4:00PM	8.94%	4051	8.81%	5484	8.33%	4813	8.03%	5488
5:00PM	5.61%	2544	5.58%	3472	6.48%	3745	5.45%	3728
6:00PM	4.08%	1850	4.90%	3049	5.36%	3096	3.85%	2632
7:00PM	2.18%	990	2.98%	1852	3.10%	1788	2.33%	1593
8:00PM	0.63%	285	0.95%	589	1.00%	573	0.82%	558
9:00PM	0.01%	4	0.04%	24	0.05%	27	0.03%	20
Totals	100.00%	45,322	100.00%	62,232	100%	57,754	100.00%	68,373



SWIM TEAM

The Lincolnwood Lightning Swim Team held three home meets this summer and we hosted the Championship Meet on July 24. The Lincolnwood Lightning took second place to Arlington Heights. The Lightning Coach, Jim Schick, celebrated his thirteenth year with the program in 2013.

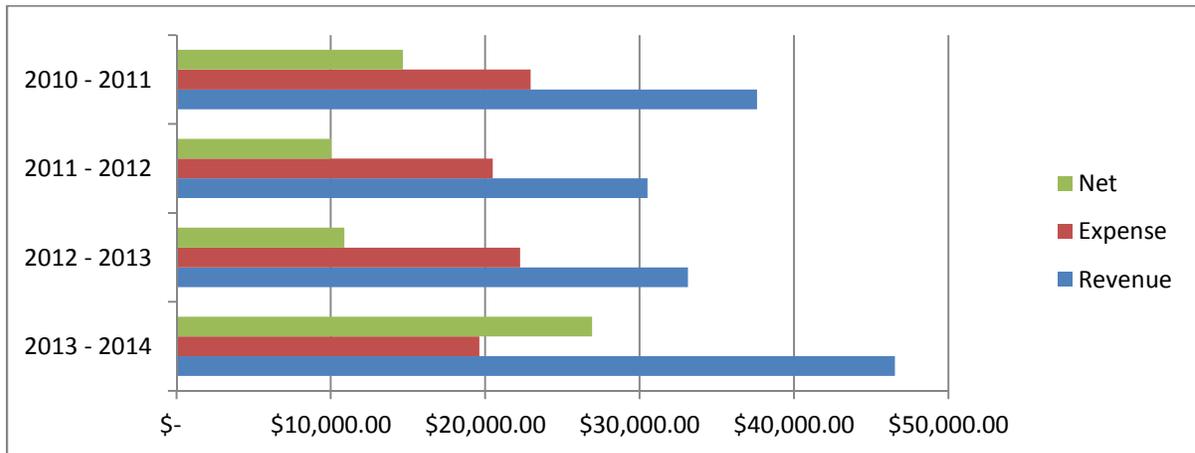
The Lightning began stroke clinic for new swimmers during the last two weeks of May. Lightning team practice started on June 3 with both morning and evening practices. Morning practice starts at 6:30am and runs until 8:30am and evening practice is from 5pm – 6:30pm. The team meets were held on Wednesday evenings.

Jim Schick had a staff of nine in 2013. Our swim team is unique that Jim offers inter-squad meets four Saturday mornings throughout the summer. This gives all of the kids on the team the opportunity to swim in a competitive environment. Since not all children can compete in meets this really helps them gain another opportunity to swim and work on their skills.

This year the swim team had 170 swimmers and 85 signed up for the preseason stroke clinic compared to 171 on the team and 51 in the stroke clinic in 2012.

The swim team had registration fees come in at \$46,535 and expenses at \$16,621.

Swim Team			
Year	Revenue	Expense	Net
2013 - 2014	\$ 46,535.00	\$ 19,621.00	\$26,914.00
2012 - 2013	\$ 33,133.00	\$ 22,265.00	\$10,868.00
2011 - 2012	\$ 30,514.00	\$ 20,481.88	\$10,032.12
2010 - 2011	\$ 37,606.00	\$ 22,934.28	\$14,671.72



SWIM LESSON

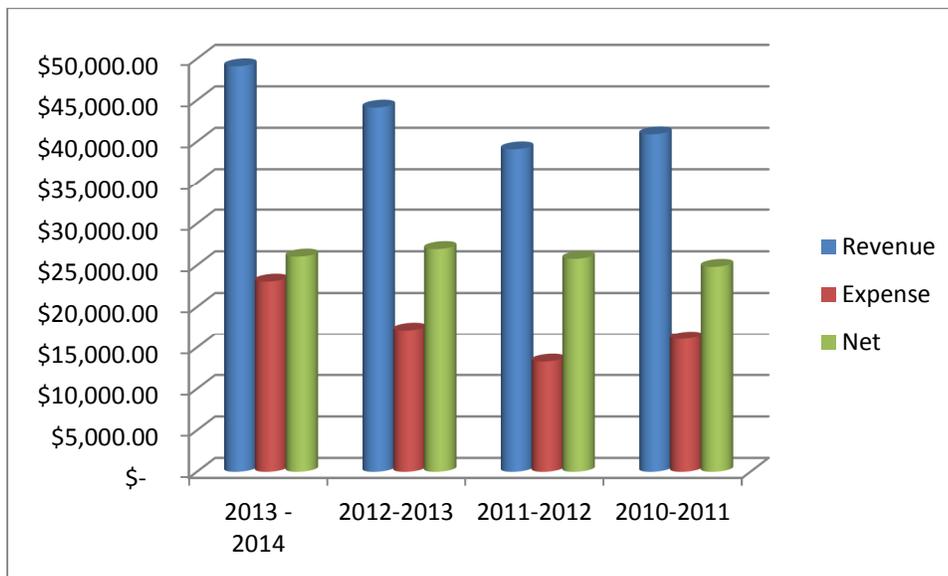
The Lincolnwood Parks and Recreation Department Swim Lessons were another huge success this summer. Staff was able to accommodate more participants in private swim lessons due to the amount of instructors who could teach during these times.

Our swim lesson coordinator really worked well with staff and patrons. She spent many extra hours planning and time could be spent before the season starts to coordinate lessons, change lesson times, and train instructors. The swim lesson coordinator started in April and really made the best use of swim lesson space. We should never have a waitlist for group lessons. There were 549 total participants in swim lessons in group lessons during the summer of 2013.

In 2013 we revised the private lesson purchase procedure. In the past you signed up by the month, this year you could sign up for five, ten or twenty sessions. There were forty-four who signed up for five sessions, twenty-six for ten sessions and five for twenty sessions. We had seventy-five total participants in private lessons, compared to ninety-nine last year. These seventy-five children took 580 private lessons.

There were also three participants in our adult swim lessons this year.

Swim Lessons			
Year	Revenue	Expense	Net
2013 - 2014	\$ 49,100.00	\$ 23,050.00	\$ 26,050.00
2012 - 2013	\$ 44,120.00	\$ 17,170.00	\$ 26,950.00
2011 - 2012	\$ 39,086.80	\$ 13,302.03	\$ 25,784.77
2010 - 2011	\$ 40,894.05	\$ 16,078.44	\$ 24,815.61



CONCESSION STAND

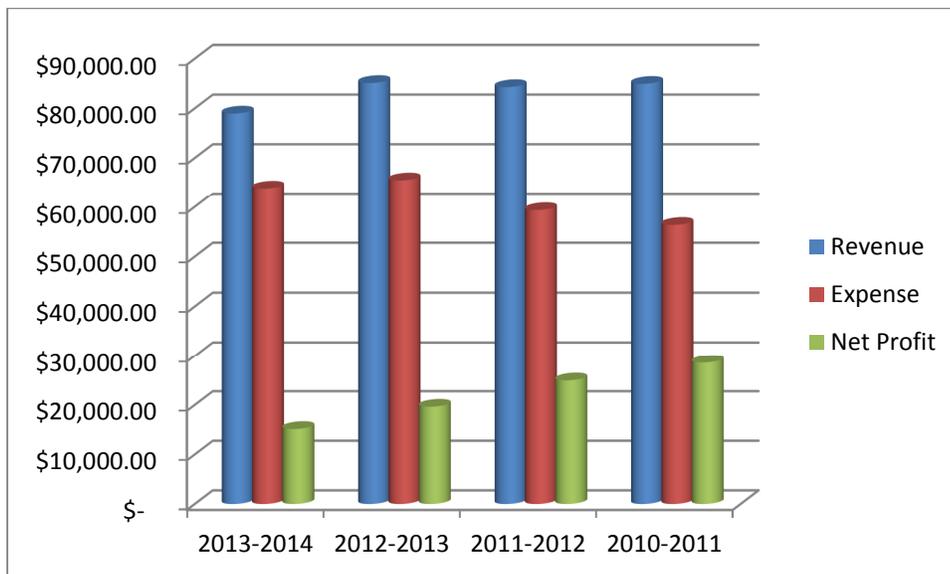
The Concession Stand had another great summer. Carol Morazoni was the manager again this year and kept very high standards. Carol had nine regular staff and two assistant managers. Carol continued to have over a 98 on her Health Inspections this summer.

Prices weren't increased this year for concession stand items, but due to low temperatures and attendance the revenues came in slightly lower than years past. The concession stand expenses were \$63,817, spent on food and beverages, part-time salaries, major freezer and ice machine repairs. The net profit was \$15,139.00 in 2013.

The concession stand had numerous repairs this year. There were multiple times that the ice machine needed repairs and the freezer temperatures would not keep during extremely hot days. We did purchase two new deep freezers as well.

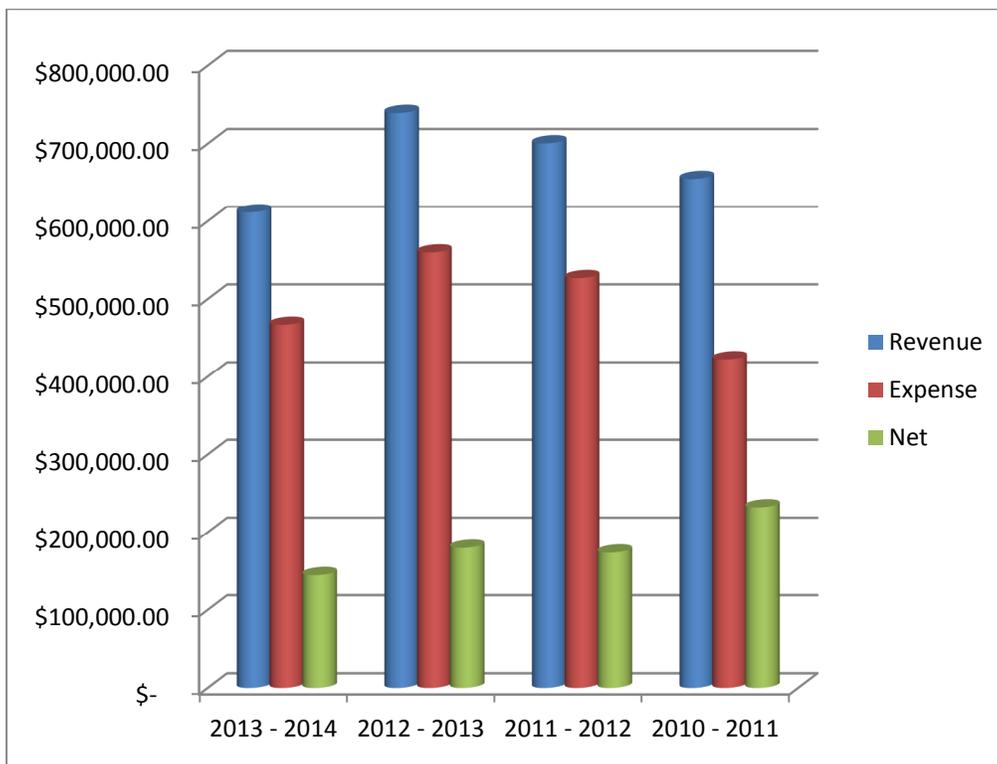
Carol continued to cater to the pod rental parties at the pool. She had five parties this summer and served hot dogs and pizza at the parties. The party rentals with food have gone down due to allowing patrons who have pod rentals to bring in their own food. There were nineteen parties that did not have food from the concession stand.

CONCESSION STAND			
Year	Revenue	Expense	Net Profit
2013-2014	\$ 78,956.00	\$ 63,817.00	\$ 15,139.00
2012-2013	\$ 85,110.35	\$ 65,475.00	\$ 19,635.35
2011-2012	\$ 84,279.56	\$ 59,320.98	\$ 24,958.58
2010-2011	\$ 84,932.68	\$ 56,334.54	\$ 28,594.14



Pool Pod Rentals			
RENTAL YEAR	2013	2012	2011
Facility Rentals	2	3	2
Pod Party Rentals	24	29	30
Small Room Rentals	3	9	2

OVERALL POOL FINANCIAL REPORT			
Year	Revenue	Expense	Net
2013 - 2014	\$ 704,980.00	\$ 495,000.00	\$ 209,980.00
2012 - 2013	\$739,503.35	\$559,818.00	\$ 179,685.35
2011 - 2012	\$700,478.14	\$526,895.12	\$ 173,583.02
2010 - 2011	\$654,760.73	\$422,629.45	\$ 232,131.28



2013 Proposed Goals Status

- Analyze Manager position timeline
 - The managers started early this year. It really helped with planning and training of seasonal staff.
 - The manager did all of the interviews and rehires for the lifeguards, assistant managers and head guards
- Increase participation in the swim lesson programs. Research class times and class options
 - In 2013 we created a second level of Parent/Tot classes. This provided the children of this age to have a second class to go to and work on their skills. Previously we had two sessions, but only one level.
- Replace the kiddie slide
 - The kiddie slide will be replaced prior to the 2014 pool season
- Research the possibility of changing lifeguard providers
 - Staff spent numerous months working with Starguard, Ellis and Associates and the Red Cross to find the best provider for our lifeguard safety provider. Ultimately due to staff, training and scheduling we had to stay with the Red Cross. They are a good provider and we definitely took training to a new level pre-season and during the season. If we had year-round staff part-time staff overseeing the aquatics area we could send staff to trainings to become instructors and possibly change providers.
- Create a maintenance staff schedule. Work with public works on staffing
 - One of the managers was designated to supervise the maintenance staff. This helped maintenance staff stay on track and keep areas cleaner. We purchased a new manual vacuum this year and it seemed to keep the pool pristine.

Goals and Facility Improvements

Facility Purchases and Improvements during the 2013 Season:

- New ADA lifts were installed, one in the Activity Pool and a second in the Main Pool
- A new slide rules sign was installed at the bottom of the slides
- New plants and flowers were planted throughout the facility
- New computers were installed at the front desk, pool office and concessions stand.

2014 Areas of Focus

- The Manager position will start in February to help with hiring and pre-season work
- Increase participation in the swim lesson programs by 5%. Research class times and class options
- Work with public works on staffing the maintenance at the pool
- Pre-season communication with all members regarding hours and closures
- Resurface diving boards
- Purchase a gate to go across the back area near the filter room for added safety.
- Install a new slide for the kiddie pool prior to the 2014 pool season.

Questions and Discussion Points

- Outside food being brought in
- Adjust the pool schedule to fall in line with the new D219 schedule for 2014-15
- Price of memberships

**Village of Lincolnwood
Parks and Recreation Board
2014 Meeting Schedule**

Meetings are always held on the second Tuesday of each month at 7:00 pm in the Council Chambers.

January 14

February 11

March 11

April 8

May 13

June 10

July 8

August 12

September 9

October 14

November 11

December 9



September 27, 2013

Dear Property Owner:

You are in receipt of this letter because your property is adjacent to Rossi Park. As you may be aware, in 2008 the north south alley from Lunt to 7052 Crawford between Keystone and Crawford was vacated by the Village (see below image). An alley is typically sixteen feet wide. When the north south alley was vacated 8 feet of property was given to the adjacent property owners to the west and 8 feet of property was given to the adjacent property owners to the east.



Currently, Rossi Park has an existing fence that borders the east side of the park (see picture on next page).



The area to the east of the fence is Village land that became part of the park when the alley was vacated in 2008. This area is often used by park patrons as a place for dogs. Per Village Code, dogs are not permitted in parks (with Centennial Park as the exception). The Village is planning to remove the fence during the week of October 14. When the fence is removed your adjacent property will back-up directly to the park. Should you have questions or concerns regarding the removal of the fence please contact the Public Works Department at 847-675-0888 or you may attend the next Park and Recreation Board Meeting on October 8, 2013 at 7:00 p.m. in the Council Chambers located at 6900 N. Lincoln Avenue.

Sincerely,

Manuel Castaneda
Director of Public Works

cc Ashley Engelmann
Assistant to the Public Works Director

Andy Thurman
Superintendent of Parks and Facilities

Lincolnwood Parks & Recreation

ADA Assessment And Transition Plan

Developed by
Sue Bear and Kelly Damron
April 2011

Updated October 2013

Lincolnwood Parks & Recreation

ADA Assessment and Transition Plan

Table of Contents

Assessment Data

1. Lincolnwood Community Center
2. Proesel Park Family Aquatic Center
3. Village Hall/Parks and Recreation Office
4. Mini Parks and Neighborhood Parks

Transition Plan

5. Five Year Transition Plan

Lincolnwood
Community
Center

ADA Accessibility Checklist for Facilities

LINCOLNWOOD COMM. - SUE BEAR - 2/18/11
 Facility Name CENTER Inspector Date

Approach	Yes	No	N/a	Photo ?
Does Transportation serve area or facility?	✓			
If yes, type of transportation available: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private				
If yes, is transportation accessible (e.g. has a wheelchair lift)?	✓			
Comments about transportation:				
Parking			N/A	Photo ?
Number of parking areas/lots assessed: <u>1</u>				
Name of parking area/lot: <u>VILLAGE HALL</u>				
Are accessible parking spaces provided?	✓			
If yes, type of accessible parking: <input type="checkbox"/> street parking <input checked="" type="checkbox"/> agency parking				
Number of accessible spaces: <u>4</u> Regular Spaces <u>45</u>				
Width of accessible spaces should be minimum of 96 inch. <u>93</u>				✓
Number of spaces with access aisles: <u>4</u>				
Is there an accessible route of travel from parking to entrance?	✓			
Distance from parking to entrance: <u>268</u> feet				
Describe route of the route of travel: <u>CEMENT</u>				
Width of route of travel: <u>59</u> Inches min of 36 inch				
Slope of route of travel: <u>0</u> % (maximum 8%)				
Comments about parking & accessible route entrance:				
Entrance			N/A	Photo ?
Number of entrances assessed: <u>1</u>				
Name/Location of Entrance: <u>MAIN ENTRANCE ACCESSIBLE COMM.</u> (include "Accessible entrance" in name . (ie. Accessible South Entrance)				
Is the international symbol of accessibility (or other signage designating accessibility) displayed by the entrance?		✓		
Are there stairs to gain entry?	✓			
Number of stairs: <u>6</u>				
Types of railing: <u>WROUGHT IRON</u>				
Is a ramp provided? <u>YES</u>				
Width of ramp: <u>48 INCH</u> (36 inch Minimum)				
Slope of				
Depth of ramp landing: <u>75 INCH</u> (at least 60 inch depth)				
Describe the surface of the ramp: <u>CEMENT</u>				
Type of railing: <u>WROUGHT</u>				
Type of door: <input checked="" type="checkbox"/> Manual <input type="checkbox"/> Automatic				
Are there two sets of doors to gain entry?	✓			
If yes, distance between doors: <u>64</u> inches (at least 48 inches)				
Width of door: <u>36</u> inches (36 inch minimum)				
Opening force: <u>9</u> pounds (5 pounds or less, enter n/a if automatic door)				✓
Handle Type entering and exiting : <input type="checkbox"/> lever <input checked="" type="checkbox"/> pull <input type="checkbox"/> push plate <input type="checkbox"/> knob <input type="checkbox"/> automatic <input type="checkbox"/> push/pull paddle/bar <input checked="" type="checkbox"/> entry set-top button <input type="checkbox"/> other:				
Clear space on pull side of door <u>42</u> inches (minimum 18 inch)				
Comments about entrance:				

Use- registration/reception/check-in area	Yes	No	N/A	Photo ?
Is there an accessible route of travel from entrance to registration desk?	<input checked="" type="checkbox"/>			
Describe the surface of the route of travel: <u>TILE</u>				
Is the registration/reception counter easily located?	<input checked="" type="checkbox"/>			
Height of counter: <u>34</u> inches (36 inches or less)				
Is a fold out shelf available if counter is high than 36 inches.?			<input checked="" type="checkbox"/>	
Turning area for a wheelchair: <u>6 FT.</u> inches (at least a 60 inch circle)				
Is signage clear in registration area		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Check all alternative forms of communication available in registration area: ___ large print ___ computer screen w/ reader ___ Braille ___ TDD/TTY ___ assisted listening devices ___ Pictorial ___ close captioned video ___ language other than english				
Comments about reception/registration/check-in Area:				

Public Restroom/ Toilet	Yes	No	N/A	Photo ?
Number of restrooms assessed: <u>2</u>				
Name/location of restroom: <u>ACCESSIBLE COMM CNTR RESTROOM</u> include accessible in the name if it is. "Accessible South restroom"				
Is there an accessible route of travel from registration area to restroom? (access means firm surfaces, wide enough doors, and free of obstacles)	<input checked="" type="checkbox"/>			
Describe the surface of the route of travel: <u>TILE</u>				
Is a single use restroom provided? (i.e. Unisex, family, single room)		<input checked="" type="checkbox"/>		
Gender of restroom assessed: <input checked="" type="checkbox"/> female <input checked="" type="checkbox"/> Male ___ Family				
Is signage clear (work and picture provided for restroom signs?)	<input checked="" type="checkbox"/>			
Width of door to restroom <u>36</u> inches (at least 36 inches)				
Opening force of door: <u>518</u> pounds (5 lbs or less)				
Handle Type entering and exiting : ___ lever ___ pull ___ push plate ___ knob ___ automatic <input checked="" type="checkbox"/> push/pull paddle/bar ___ entry set-top button ___ other: _____				
Code: Use Ent for entrance and Ex for exit				
Clear space on pull side of door: <u>38</u> (at least 18 inches)				
Does the toilet stall door swing open to outside of stall?	<input checked="" type="checkbox"/>			
Toilet area large enough for a wheelchair maneuvering? (60 in Circle) (if no, provide dimension of free space area: ___ inches by ___ inches)	<input checked="" type="checkbox"/>			
Are grab bars mounted on two sides of toilet?	<input checked="" type="checkbox"/>			
Number of grab bars: <u>2</u>				
Toilet seat height: <u>18</u> inches (must be between 17 & 19 inches)				
Sink area large enough for wheelchair maneuvering?(60 inch circle) (if no, provide dimensions of free space in sink area: ___ inches by ___ inches)	<input checked="" type="checkbox"/>			
Sink is <input checked="" type="checkbox"/> wall mounted ___ cabinet				
Height of sink: <u>34</u> inches (must be minimum of 34 inches or less from floor)				
Depth of knee space under sink: <u>11</u> inches (from outer edge of sink to pipes or other obstruction under sink, (9 - 11 inches.				
Height of soap dispensers: <u>38</u> inches (no higher- 48 inches from floor)				
Location of soap dispensers: <input checked="" type="checkbox"/> wall mounted ___ on sink				
Height of hand dryers/paper towels <u>43</u> inches (no higher than 48 from floor)				
Location of hand dryers/paper towel dispensers: <input checked="" type="checkbox"/> mounted or cabinet				
Comments about public restroom/toilet:				

Locker/showers/changing area	Yes	No	N/A	Photo ?
Number of locker room/changing area assessed: _____			✓	
Name/location of locker room/changin area: _____				
Is there an accessible route of travel from check-in/registration area to lockers, showers/changing area? (access means firm surfaces, doors wide enough at least 32 inch, no obstructions, and well-lit)				
Describe the surface of the route of travel: _____				
Is the entrance into the locker room/showers/changin area clearly marked?				
Width of door: _____ inches (minimum of 32 inches)				
Opening Force: _____ pounds (5 pounds or less)				
Handle Type entering and exiting : _____ lever _____ pull _____ push plate _____ knob _____ automatic _____ push/pull paddle/bar _____ entry set-top button _____ other: _____				
Code: Use Ent for entrance and Ex for exit				
Clear space on pull side of door _____ inches (at least 19 inches)				
Are lockers available that can be assessed from a wheelchair (36 inch or less from floor, and no benches blocking access)?				
Changing area clear space: _____ inches (60 inch circle of clear space).				
Is there a clear path of travel into the shower (level surface free of lip or steps)?				
Shower entrance width: _____ inches (minimum of 36 inch wide)				
Hand held shower spray unit height: _____ inches (48 inches or less from floor) (enter N/A if no hand held shower spray unit).				
Shower control height: _____ inches (48 inches or less from floor)				
Are shower controls usable without grasping?				
If a shower chair /bench is provided and FIXED, what is the distance from the chair /bench to the shower control: _____ inches (27 inch).				
Are grab bars placed on the wall by shower unit? (if indoor shower)				
Comments about locker room/shower building/changing area:				

Elevators	Yes	No	N/A	Photo ?
Is an elevator provided to access the recreation areas on other floors?				
Is there an accessible route of travel from check in/registration area to elevator? (access means firms surfaces, doors idew enough, clear obstacles, and well-lit)				
Describe the surface of the route of travel: _____				
Elevator control panel height: _____ inches (A maximum of 54 inches above the floor)				
Alternative methods of communication for elevator controls: _____ visual _____ audible _____ tactile _____ none				
Elevator door width _____ inches (at least 36 inches)				
Does the elevator door stay open at least 20 seconds or have a sensor that reopens door?				
Size (clear space) of elevator car: _____ inches by _____ inches				
Is the elevator well-lit?				
Comments about elevator:				

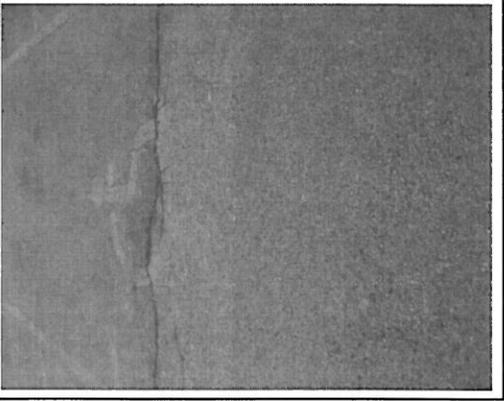
Stairs	Yes	No	N/A	Photo ?
Is there an accessible route of travel from check-in/registration area to stairs? (access means firm surfaces, doors wide enough, clear of obstacles, and well-lit).			↓	
Describe the surface of the route of travel:				
Are the stairs well-lit?				
Are stair edges clearly marked in contrasting color?				
Is handrail provided?				
Comments about stairs:			↓	

Comments about this facility:

Signed by facility inspector

Date

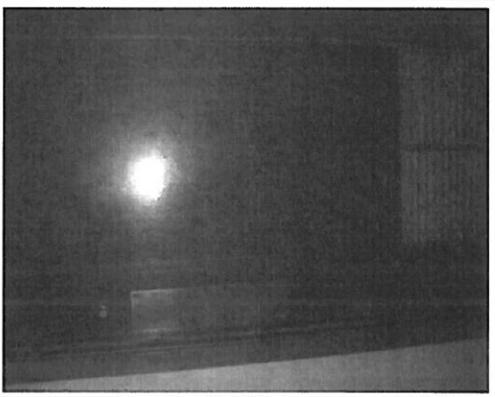
Village of Lincolnwood Parks and Recreation Department
Community Center - Village Hall

Photo	Barrier	ADAAG	Solution
	<p>Accessible Parking Locations are not Wide Enough.</p>	<p>502.2 Vehicle Spaces</p>	<p>Provide the proper width for each of your 4 accessible parking locations. They are currently 93 inches wide and are to be a minimum of 96 inches wide.</p>
<p>By Whom _____</p>	<p>Projected Cost _____</p>	<p>Projected Date _____</p>	<p>Action Taken _____</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken _____</p>
<p>Additional Recommendations- When you resurface your parking lot, we would suggest creating a minimum of 3 spaces for accessible parking that provide a minimum of 96 inches of parking width. If you are trying to provide a van space then the width would need to be a minimum of 132 inches for parking. You have a total of 45 parking spaces for the general public. You only need to have a minimum of 2 accessible parking spots at this location. Access Aisles also need to be marked and need to be a minimum of 60 inches wide.</p>			

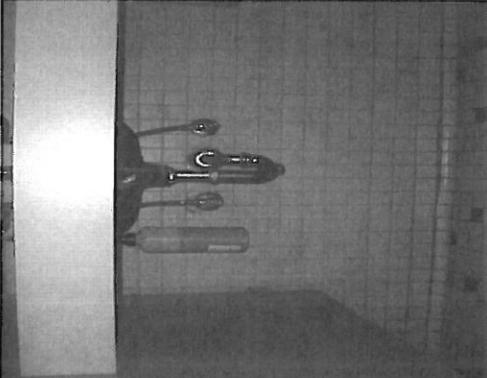
Village of Lincolnwood Parks and Recreation Department
Administrative Offices - Village Hall

Photo	Barrier	ADAAG	Solution
	<p>Door Opening Pressure for Women's Restroom is too Heavy.</p>	<p>404.2.9 Door Opening Force</p>	<p>Decrease door opening pressure for women's restroom. The current door pressure is 10 lbs and must be a maximum of 5 lbs.</p>
<p>By Whom _____</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken</p>
<p>Additional Recommendations-</p>			

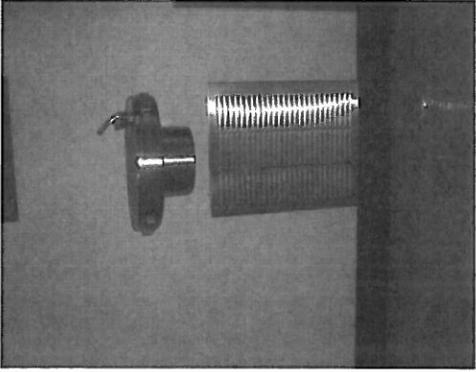
Village of Lincolnwood Parks and Recreation Department
Administrative Offices - Village Hall

Photo	Barrier	ADAAG	Solution
	<p>Door Opening Pressure for Men's Restroom is too Heavy.</p>	<p>404.2.9 Door Opening Force</p>	<p>Decrease door opening pressure for Men's restroom. The current door pressure is 10 lbs and must be a maximum of 5 lbs.</p>
<p>By Whom _____</p>	<p>Projected Cost _____</p>	<p>Projected Date _____</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken</p>
<p>Additional Recommendations-</p>			

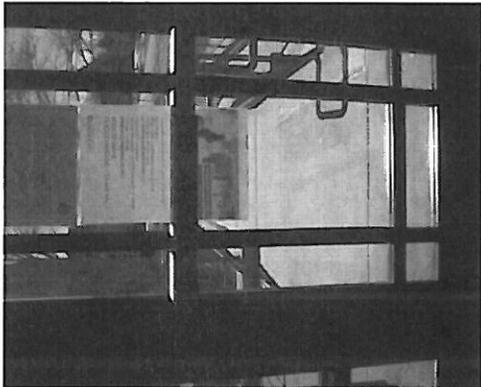
Village of Lincolnwood Parks and Recreation Department
Administrative Offices - Village Hall

Photo	Barrier	ADAAG	Solution
	<p>Exposed pipes- Men's restroom 1 sink.</p>	<p>606.5 Exposed Pipes & Surfaces</p>	<p>- Cover 1 pipe with insulation completely to make sure hot pipes are not able to burn.</p>
By Whom	Projected Cost	Projected Date	Action Taken
Point Person - _____	\$ _____	_ / _ / _	Specific Action taken
Additional Recommendations-			

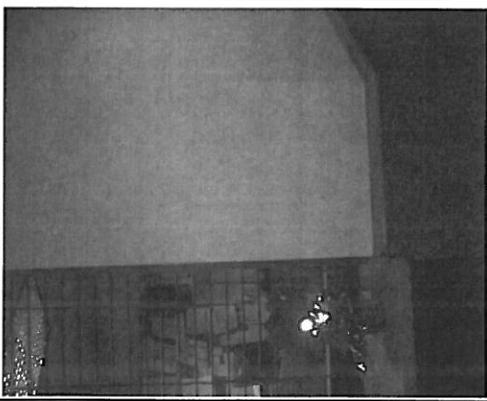
Village of Lincolnwood Parks and Recreation Department
Administrative Offices - Village Hall

Photo	Barrier	ADAAG	Solution
	<p>Drinking Fountain Spout location is too high for individual using a wheelchair.</p>	<p>602.4 Spout Height</p>	<p>- Provide a drinking fountain spout a maximum of 36 inches from the floor. The current spout height is 42 inches.</p>
<p>By Whom _____</p>	<p>Projected Cost _____</p>	<p>Projected Date _____</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken</p>
<p>Additional Recommendations -</p>			

Village of Lincolnwood Parks and Recreation Department
Community Center

Photo	Barrier	ADAAG	Solution
	<p>Door Opening Pressure to Main Entrance for Community Center is too Heavy.</p>	<p>404.2.9 Door Opening Force</p>	<p>Decrease door opening pressure for main entrance to Community Center. The current door pressure is 9 lbs and must be a maximum of 5 lbs.</p>
<p>By Whom _____</p>	<p>Projected Cost _____</p>	<p>Projected Date _____</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken</p>
<p>Additional Recommendations-</p>			

Village of Lincolnwood Parks and Recreation Department
Community Center

Photo	Barrier	ADAAG	Solution
	Lack of Proper Signage for Registration Desk.	703.1 Signs	Provide proper signage at Registration Desk in the Community Center.
By Whom _____	Projected Cost _____	Projected Date _____	Action Taken
Point Person - _____	\$ _____	___/___/___	Specific Action taken
Additional Recommendations -			

Proesel Park
Family
Aquatic
Center

Use- registration/reception/check-in area	Yes	No	N/A	Photo ?
Is there an accessible route of travel from entrance to registration desk?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Describe the surface of the route of travel: <u>CONCRETE</u>				
Is the registration/reception counter easily located?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Height of counter: " <u>34</u> " inches (36 inches or less)				
Is a fold out shelf available if counter is high than 36 inches.?	<input type="checkbox"/>	<input type="checkbox"/>		
Turning area for a wheelchair: " <u>60</u> " inches (at least a 60 inch circle)				
Is signage clear in registration area	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Check all alternative forms of communication available in registration area: ___ large print ___ computer screen w/ reader ___ Braille ___ TDD/TTY ___ assisted listening devices ___ Pictorial ___ close captioned video ___ language other than english ___				
Comments about reception/registration/check-in Area:				

Public Restroom/ Toilet			N/A	Photo ?
Number of restrooms assessed: <u>2</u>				
Name/location of restroom: <u>PROESSEL POOL RESTROOM</u> include accessible in the name if it is. "Accessible South restroom"				
Is there an accessible route of travel from registration area to restroom? (access means firm surfaces, wide enough doors, and free of obstacles)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Describe the surface of the route of travel: <u>CONCRETE</u>				
Is a single use restroom provided? (i.e. Unisex, family, single room)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Gender of restroom assessed: <input checked="" type="checkbox"/> female <input checked="" type="checkbox"/> Male ___ Family				
Is signage clear (work and picture provided for restroom signs?)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Width of door to restroom <u>39</u> inches (at least 36 inches)				
Opening force of door: <u>10</u> pounds (5 lbs or less)				<input checked="" type="checkbox"/>
Handle Type entering and exiting : ___ lever ___ pull ___ push plate ___ knob ___ automatic <input checked="" type="checkbox"/> push/pull paddle/bar ___ entry set-top button ___ other: _____				
Code: Use Ent for entrance and Ex for exit				
Clear space on pull side of door: " <u>18</u> " (at least 18 inches)				
Does the toilet stall door swing open to outside of stall?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Toilet area large enough for a wheelchair maneuvering? (60 in Circle) (if no, provide dimension of free space area: _____ inches by _____ inches)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Are grab bars mounted on two sides of toilet?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Number of grab bars: <u>2</u>				
Toilet seat height: <u>17</u> inches (must be between 17& 19 inches)				
Sink area large enough for wheelchair maneuvering?(60 inch circle) (if no, provide dimensions of free space in sink area: _____ inches by _____ inches)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Sink is <input checked="" type="checkbox"/> wall mounted ___ cabinet				
Height of sink: " <u>34</u> " inches (must be minimum of 34 inchs or less from floor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Depth of knee space under sink: <u>11</u> inches (from outer edge of sink to pipes or other obstruction under sink, (9 - 11 inches.				
Height of soap dispensers: _____ inches (no higher- 48 inches from floor)				
Location of soap dispensers: ___ wall mounted <input checked="" type="checkbox"/> on sink				
Height of hand dryers/paper towels <u>43</u> inches (no higher than 48 from floor)				
Location of hand dryers/paper towel dispensers:) <input checked="" type="checkbox"/> mounted or cabinet				
Comments about public restroom/toilet:				

Locker/showers/changing area	Yes	No	N/A	Photo ?
Number of locker room/changing area assessed: <u>2</u>				
Name/location of locker room/changing area: <u>MENS/WOMENS</u>				
Is there an accessible route of travel from check-in/registration area to lockers, showers/changing area? (access means firm surfaces, doors wide enough at least 32 inch, no obstructions, and well-lit)	<input checked="" type="checkbox"/>			
Describe the surface of the route of travel: <u>CONCRETE</u>				
Is the entrance into the locker room/showers/changing area clearly marked?	<input checked="" type="checkbox"/>			
Width of door: <u>39</u> inches (minimum of 32 inches)				
Opening Force: <u>8</u> pounds (5 pounds or less)				<input checked="" type="checkbox"/>
Handle Type entering and exiting : _____ lever _____ pull <input checked="" type="checkbox"/> push plate _____ knob _____ automatic _____ push/pull paddle/bar _____ entry set-top button _____ other: _____				
Code: Use Ent for entrance and Ex for exit				
Clear space on pull side of door <u>20</u> inches (at least 19 inches)				
Are lockers available that can be assessed from a wheelchair (36 inch or less from floor, and no benches blocking access)?	<input checked="" type="checkbox"/>			
Changing area clear space: <u>60</u> inches (60 inch circle of clear space).				
Is there a clear path of travel into the shower (level surface free of lip or steps)?	<input checked="" type="checkbox"/>			
Shower entrance width: <u>52</u> inches (minimum of 36 inch wide)				
Hand held shower spray unit height: <u>64</u> inches (48 inches or less from floor) (enter N/A if no hand held shower spray unit).				<input checked="" type="checkbox"/>
Shower control height: <u>04</u> inches (48 inches or less from floor)				
Are shower controls usable without grasping?	<input checked="" type="checkbox"/>			
If a shower chair /bench is provided and FIXED, what is the distance from the chair /bench to the shower control: _____ inches (27 inch).				<input checked="" type="checkbox"/>
Are grab bars placed on the wall by shower unit? (if indoor shower)	<input checked="" type="checkbox"/>			
Comments about locker room/shower building/changing area:				

Elevators	Yes	No	N/A	Photo ?
Is an elevator provided to access the recreation areas on other floors?				
Is there an accessible route of travel from check in/registration area to elevator? (access means firm surfaces, doors wide enough, clear obstacles, and well-lit)				
Describe the surface of the route of travel: _____				
Elevator control panel height: _____ inches (A maximum of 54 inches above the floor)				
Alternative methods of communication for elevator controls: _____ visual _____ audible _____ tactile _____ none				
Elevator door width _____ inches (at least 36 inches)				
Does the elevator door stay open at least 20 seconds or have a sensor that reopens door?				
Size (clear space) of elevator car: _____ inches by _____ inches				
Is the elevator well-lit?				
Comments about elevator:			<input checked="" type="checkbox"/>	

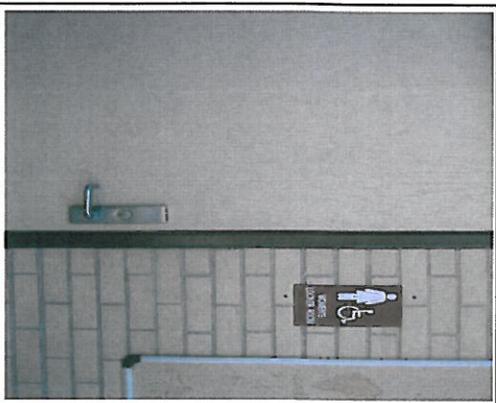
Stairs	Yes	No	N/A	Photo ?
Is there an accessible route of travel from check-in/registration area to stairs? (access means firm surfaces, doors wide enough, clear of obstacles, and well-lit).				
Describe the surface of the route of travel:				
Are the stairs well-lit?				
Are stair edges clearly marked in contrasting color?				
Is handrail provided?				
Comments about stairs:				

Drinking Fountain	Yes	No	N/A	Photo?
Spout Height? <u>36"</u> (should be maximum of 36 inches from floor.)	✓			
Water Flow Height? _____ inch. (should be between 4-5 inches.)			✓	
Toe Clearance Height? <u>10</u> inch. (should be minimum of 9 inch above floor.)	✓			
Toe Clearance Depth? <u>25</u> inch. (should extend a 17- 25 inches under element.)	✓			
Toe Clearance width? <u>33</u> inch (should be 30 inches wide minimum.)	✓			
Knee Clearance? <u>15</u> inch (should be between 9-27 inches.)	✓			
Knee Clearance Depth? <u>11</u> inch (should be 11-25 inches.)	✓			
Knee Clearance Width? <u>34</u> inch (should be 30 inch wide minimum.)	✓			
Comments on Drinking Fountains:				

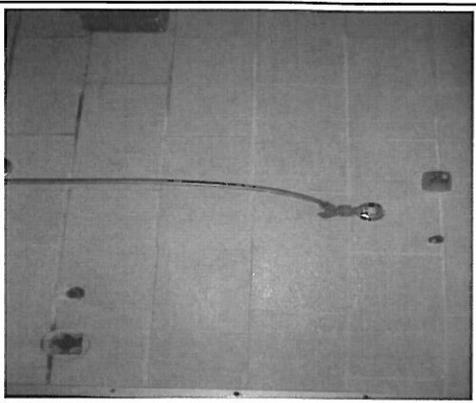
Comments on this Facility:

Signed by facility inspector _____ Date _____

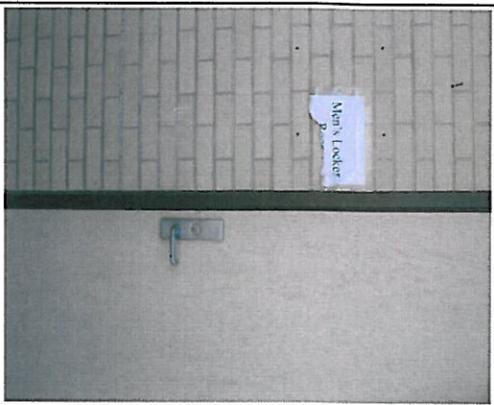
Village of Lincolnwood Parks and Recreation Department
Proesel Pool

Photo	Barrier	ADAAG	Solution
	<p>Door Opening Pressure for Women's Locker Room is too Heavy.</p>	<p>404.2.9 Door Opening Force</p>	<p>Decrease door opening pressure for Women's Locker Room. The current door pressure is 10 lbs and must be a maximum of 5 lbs.</p>
<p>By Whom _____</p>	<p>Projected Cost \$ _____</p>	<p>Projected Date ____/____/____</p>	<p>Action Taken Specific Action taken</p>
<p>Additional Recommendations-</p>			

Village of Lincolnwood Parks and Recreation Department
Proesel Pool

Photo	Barrier	ADAAG	Solution
	<p>Shower Control Height in Women's Locker Room is to high.</p>	<p>608.5.2 Standard Roll in-In Type Shower Compartments</p>	<p>Move the current location of the slide bar to hold the shower controls to a maximum of 48 inches above the finish of the floor.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken</p>
<p>Additional Recommendations-</p>			

Village of Lincolnwood Parks and Recreation Department
Proesell Pool

Photo	Barrier	ADAAG	Solution
	<p>Door Opening Pressure for Men's Locker Room is too Heavy.</p>	<p>404.2.9 Door Opening Force</p>	<p>Decrease door opening pressure for Men's Locker Room. The current door pressure is 10 lbs and must be a maximum of 5 lbs.</p>
<p>By Whom _____</p>	<p>Projected Cost \$ _____</p>	<p>Projected Date ____/____/____</p>	<p>Action Taken Specific Action taken</p>
<p>Point Person - _____</p> <p>Additional Recommendations-</p>			

Village of Lincolnwood Parks and Recreation Department
Proesel Pool

Photo	Barrier	ADAAG	Solution
	<p>Shower Control Height in Men's Locker Room is too high.</p>	<p>608.5.2 Standard Roll in-In Type Shower Compartments</p>	<p>Move the current location of the slide bar to hold the shower controls to a maximum of 48 inches above the finish of the floor.</p>
<p>By Whom _____</p>	<p>Projected Cost \$ _____</p>	<p>Projected Date ____/____/____</p>	<p>Action Taken Specific Action taken</p>
<p>Point Person - _____</p> <p>Additional Recommendations-</p>			

Village Hall
Parks and
Recreation
Department

Use- registration/reception/check-in area	Yes	No	N/A	Photo ?
Is there an accessible route of travel from entrance to registration desk?	<input checked="" type="checkbox"/>			
Describe the surface of the route of travel: <u>TILE</u>				
Is the registration/reception counter easily located?	<input checked="" type="checkbox"/>			
Height of counter: <u>36</u> inches (36 inches or less)				
Is a fold out shelf available if counter is high than 36 inches.?			<input checked="" type="checkbox"/>	
Turning area for a wheelchair: <u>115</u> inches(at least a 60 inch circle)				
Is signage clear in registration area	<input checked="" type="checkbox"/>			
Check all alternative forms of communication available in registration area: ___ large print ___ computer screen w/ reader ___ Braille ___ TDD/TTY ___ assisted listening devices ___ Pictorial ___ close captioned video ___ language other than english ___				
Comments about reception/registration/check-in Area:				

Public Restroom/ Toilet			N/A	Photo ?
Number of restrooms assessed: <u>2</u>				
Name/location of restroom: <u>MENS / WOMENS</u> include accessible in the name if it is. "Accessible South restroom"				
Is there an accessible route of travel from registration area to restroom? (access means firm surfaces, wide enough doors, and free of obstacles)	<input checked="" type="checkbox"/>			
Describe the surface of the route of travel: <u>TILE</u>				
Is a single use restroom provided? (i.e. Unisex, family, single room)		<input checked="" type="checkbox"/>		
Gender of restroom assessed: <u>X</u> female <u>X</u> Male ___ Family				
Is signage clear (work and picture provided for restroom signs?)	<input checked="" type="checkbox"/>			
Width of door to restroom <u>36</u> inches (at least 36 inches)				
Opening force of door: <u>9/15</u> pounds (5 lbs or less)				
Handle Type entering and exiting : ___ lever ___ pull ___ push plate ___ knob ___ automatic <u>✓</u> push/pull paddle/bar ___ entry set-top button ___ other: _____				
Code: Use Ent for entrance and Ex for exit				
Clear space on pull side of door: <u>36</u> (at least 18 inches)				
Does the toilet stall door swing open to outside of stall?		<input checked="" type="checkbox"/>		
Toilet area large enough for a wheelchair maneuvering? (60 in Circle) (if no, provide dimension of free space area: ___ inches by ___ inches)	<input checked="" type="checkbox"/>			
Are grab bars mounted on two sides of toilet?	<input checked="" type="checkbox"/>			
Number of grab bars: <u>3</u>				
Toilet seat height: <u>19</u> inches (must be between 17& 19 inches)				
Sink area large enough for wheelchair maneuvering?(60 inch circle) (if no, provide dimensions of free space in sink area: ___ inches by ___ inches)	<input checked="" type="checkbox"/>			
Sink is <u>✓</u> wall mounted ___ cabinet				
Height of sink: <u>34</u> inches (must be minimum of 34 inches or less from floor)				
Depth of knee space under sink: <u>11</u> inches (from outer edge of sink to pipes or other obstruction under sink, (9 - 11 inches.				
Height of soap dispensers: <u>48</u> inches (no higher- 48 inches from floor)				
Location of soap dispensers: ___ wall mounted <u>X</u> on sink				
Height of hand dryers/paper towels <u>44</u> inches (no higher than 48 from floor)				
Location of hand dryers/paper towel dispensers: <u>X</u> mounted or cabinet				
Comments about public restroom/toilet:				

Locker/showers/changing area	Yes	No	N/A	Photo ?
Number of locker room/changing area assessed: _____			✓	
Name/location of locker room/changing area: _____				
Is there an accessible route of travel from check-in/registration area to lockers, showers/changing area? (access means firm surfaces, doors wide enough at least 32 inch, no obstructions, and well-lit)				
Describe the surface of the route of travel: _____				
Is the entrance into the locker room/showers/changing area clearly marked?				
Width of door: _____ inches (minimum of 32 inches)				
Opening Force: _____ pounds (5 pounds or less)				
Handle Type entering and exiting : _____ lever _____ pull _____ push plate _____ knob _____ automatic _____ push/pull paddle/bar _____ entry set-top button _____ other: _____				
Code: Use Ent for entrance and Ex for exit				
Clear space on pull side of door _____ inches (at least 19 inches)				
Are lockers available that can be assessed from a wheelchair (36 inch or less from floor, and no benches blocking access)?				
Changing area clear space: _____ inches (60 inch circle of clear space).				
Is there a clear path of travel into the shower (level surface free of lip or steps)?				
Shower entrance width: _____ inches (minimum of 36 inch wide)				
Hand held shower spray unit height: _____ inches (48 inches or less from floor) (enter N/A if no hand held shower spray unit).				
Shower control height: _____ inches (48 inches or less from floor)				
Are shower controls usable without grasping?				
If a shower chair /bench is provided and FIXED, what is the distance from the chair /bench to the shower control: _____ inches (27 inch).				
Are grab bars placed on the wall by shower unit? (if indoor shower)				
Comments about locker room/shower building/changing area:			✓	

Elevators	Yes	No	N/A	Photo ?
Is an elevator provided to access the recreation areas on other floors?				
Is there an accessible route of travel from check in/registration area to elevator? (access means firm surfaces, doors wide enough, clear obstacles, and well-lit)				
Describe the surface of the route of travel: _____				
Elevator control panel height: _____ inches (A maximum of 54 inches above the floor)				
Alternative methods of communication for elevator controls: _____ visual _____ audible _____ tactile _____ none				
Elevator door width _____ inches (at least 36 inches)				
Does the elevator door stay open at least 20 seconds or have a sensor that reopens door?				
Size (clear space) of elevator car: _____ inches by _____ inches				
Is the elevator well-lit?				
Comments about elevator:			✓	

Stairs	Yes	No	N/A	Photo ?
Is there an accessible route of travel from check-in/registration area to stairs? (access means firm surfaces, doors wide enough, clear of obstacles, and well-lit).			↓	
Describe the surface of the route of travel:				
Are the stairs well-lit?				
Are stair edges clearly marked in contrasting color?				
Is handrail provided?				
Comments about stairs:				

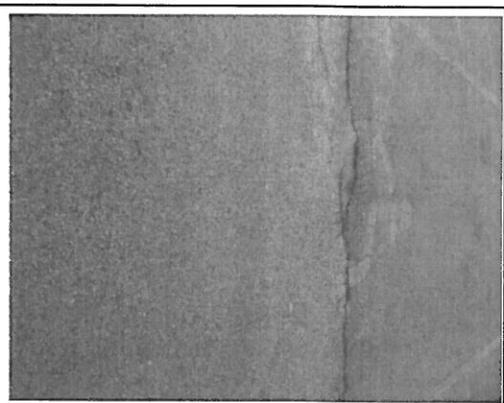
Comments about this facility:

* WATER FOUNTAIN 42 INCHES SPOUT HEIGHT
 ADAAG 602.4 - 36 INCHES FROM FLOOR

Signed by facility inspector

Date

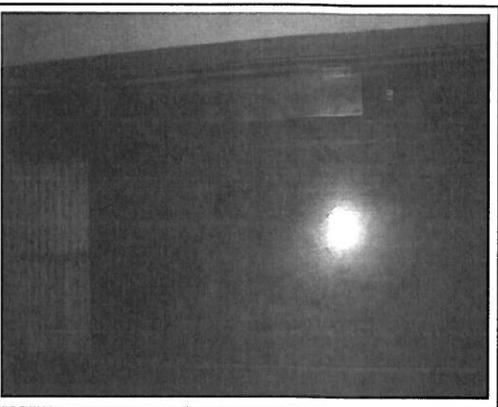
**Village of Lincolnwood Parks and Recreation Department
Community Center - Village Hall**

Photo	Barrier	ADAAG	Solution
	<p>Accessible Parking Locations are not Wide Enough.</p>	<p>502.2 Vehicle Spaces</p>	<p>Provide the proper width for each of your 4 accessible parking locations. They are currently 93 inches wide and are to be a minimum of 96 inches wide.</p>
<p>By Whom</p> <p>Point Person - _____</p>	<p>Projected Cost</p> <p>\$ _____</p>	<p>Projected Date</p> <p>___/___/___</p>	<p>Action Taken</p> <p>Specific Action taken</p>
<p>Additional Recommendations - When you resurface your parking lot, we would suggest creating a minimum of 3 spaces for accessible parking that provide a minimum of 96 inches of parking width. If you are trying to provide a van space then the width would need to be a minimum of 132 inches for parking. You have a total of 45 parking spaces for the general public. You only need to have a minimum of 2 accessible parking spots at this location. Access Aisles also need to be marked and need to be a minimum of 60 inches wide.</p>			

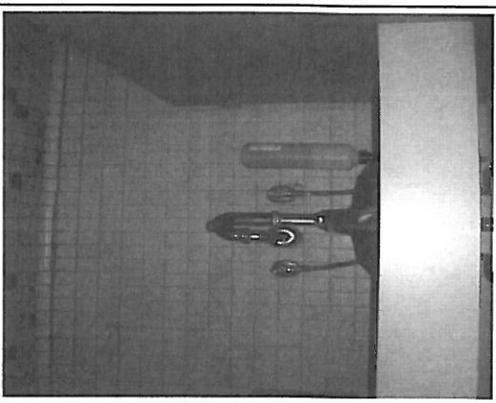
Village of Lincolnwood Parks and Recreation Department
 Administrative Offices - Village Hall

Photo	Barrier	ADAAG	Solution
	Door Opening Pressure for Women's Restroom is too Heavy.	404.2.9 Door Opening Force	Decrease door opening pressure for women's restroom. The current door pressure is 10 lbs and must be a maximum of 5 lbs.
By Whom _____ Point Person - _____	Projected Cost \$ _____	Projected Date ____/____/____	Action Taken Specific Action taken
Additional Recommendations- 			

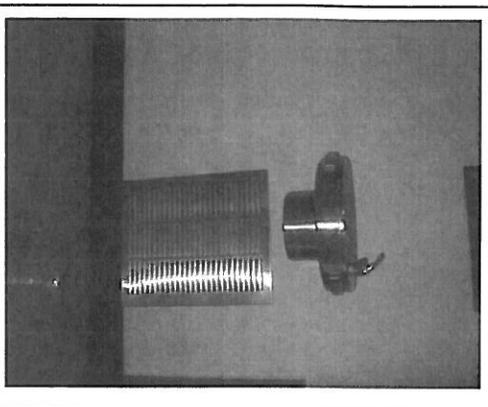
**Village of Lincolnwood Parks and Recreation Department
Administrative Offices - Village Hall**

Photo	Barrier	ADAAG	Solution
	Door Opening Pressure for Men's Restroom is too Heavy.	404.2.9 Door Opening Force	Decrease door opening pressure for Men's restroom. The current door pressure is 10 lbs and must be a maximum of 5 lbs.
By Whom _____	Projected Cost \$ _____	Projected Date ____/____/____	Action Taken Specific Action taken
Point Person - _____			
Additional Recommendations-			

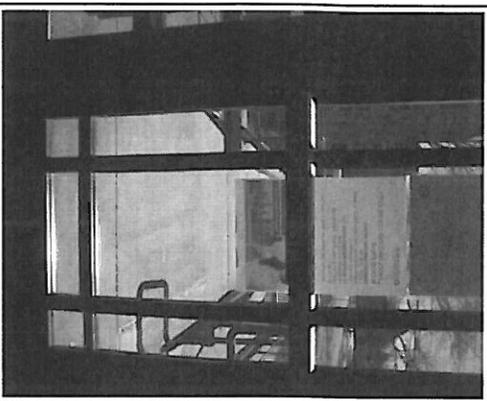
**Village of Lincolnwood Parks and Recreation Department
Administrative Offices - Village Hall**

Photo	Barrier	ADAAG	Solution
	<p>Exposed pipes- Men's restroom 1 sink.</p>	<p>606.5 Exposed Pipes & Surfaces</p>	<p>- Cover 1 pipe with insulation completely to make sure hot pipes are not able to burn.</p>
<p>By Whom _____</p>	<p>Projected Cost \$ _____</p>	<p>Projected Date ____/____/____</p>	<p align="center">Action Taken</p> <p align="center">Specific Action taken</p>
<p>Additional Recommendations-</p>			

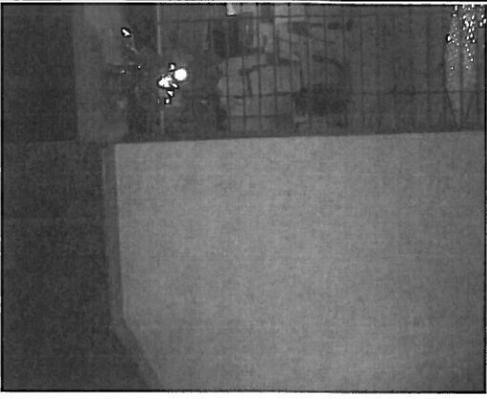
Village of Lincolnwood Parks and Recreation Department
 Administrative Offices - Village Hall

Photo	Barrier	ADAAG	Solution
	<p>Drinking Fountain Spout location is to high for individual using a wheelchair.</p>	<p>602.4 Spout Height</p>	<p>- Provide a drinking fountain spout a maximum of 36 inches from the floor. The current spout height is 42 inches.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>___/___/___</p>	<p>Specific Action taken</p>
<p>Additional Recommendations-</p>			

Village of Lincolnwood Parks and Recreation Department
Community Center

Photo	Barrier	ADAAG	Solution
	<p>Door Opening Pressure to Main Entrance for Community Center is too Heavy.</p>	<p>404.2.9 Door Opening Force</p>	<p>Decrease door opening pressure for main entrance to Community Center. The current door pressure is 9 lbs and must be a maximum of 5 lbs.</p>
<p>By Whom _____</p>	<p>Projected Cost \$ _____</p>	<p>Projected Date ____/____/____</p>	<p>Action Taken Specific Action taken</p>
<p>Point Person - _____</p> <p>Additional Recommendations-</p>			

Village of Lincolnwood Parks and Recreation Department
Community Center

Photo	Barrier	ADAAG	Solution
	<p>Lack of Proper Signage for Registration Desk.</p>	<p>703.1 Signs</p>	<p>Provide proper signage at Registration Desk in the Community Center.</p>
<p>By Whom _____</p>	<p>Projected Cost \$ _____</p>	<p>Projected Date ____/____/____</p>	<p>Action Taken Specific Action taken</p>
<p>Additional Recommendations-</p>			

Neighborhood
and
Community
Parks

ADA Accessibility Quick Reference Checklist

Flowers Park 1 3/2/11

Name of Park/ Name of Inspector- Date

	Yes	No	N/A
Access Points			
Curb cuts allow access to and from park apparatus	x		
Accessible circulation path provided for pedestrian travel, including walks, courtyards, landings, stairways,	x		
Parking			
Accessible parking spots Marked with proper signage			x
Accessible parking for cars should be 96 inch wide			x
Accessible parking for vans should be 132 inch. wide			x
Parking spaces and access aisles shall be designed so that cars & vans , when parked, cannot obstruct the required clear width of adjacent accessible route.			x
Transfer Points			
Turning space- circular space must be a minimum of 60 inches in diameter and have knee and toe clearance.	x		
Turning space- t-shaped space must be within a 60 inch square minimum with arms and base 36 inch wide minimum. Each arm of the t shall be clear of obstruction 12 inches min in each direction and the base shall be clear of obstructions 24 inches min	x		
Transfer points for play equipment must allow enough room for transferring from a wheelchair to the play equip	x		
Surface			
Does the surface allow for a wheelchair to move easily (does it sink in sand, wood chips are ok if there is enough.	x		
Benches			
Do benches have arm rests to assist with transfer. Not required to have on every bench but would suggest 30%		x	
Ramps			
Does the ramp allow access to play area	x		
Does the ramp have protrusions		x	
Ramp runs shall not have a slope steeper than 1:12	x		
Maximum ramp slope and rise for existing sites. 1). A slope steeper than 1:10 but not steeper than 1:8 should have a maximum rise of 3 inches. 2). A slope steeper than 1:12 but not steeper than 1:10 should have a maximum rise of 6 inches	x		
*****Must have handrails*****			
Landings are located at the base and top of ramps	x		
Water Fountains			
Must have one minimum per location	x		
Flow of fountain must have at minimum a 4-5inch flow	x		
Allows floor or ground space for individual in wheelchair	x		
Picnic Tables			
Accessible spot with clear floor or ground space	x		
Must have a minimum of 30% accessible seating	x		

Picnic Tables continued	Yes	No	N/A
The top of tables should be at a minimum of 26 - 30 inches from the ground for children. The top of tables should be a minimum of 28 - 34 inches from the ground	X		
Door Entrances to courts			
Door must allow enough space for a wheelchair to enter	X		
Overhead Obstruction			
No obstruction or object should make contact with an individual either on top or on sides.	X		
Playground Equipment			
For every ground level play component you have an accessible play component must be provided.	X		
For every 2 - 4 elevated play components you must have 1 ground level play component on an accessible route. You will also need different types of ground level components for every 3-4 elevated components. See graph on page 69			
Comments and Suggestions from Inspector:			

11 - Elevated
6 - Ground

- * Tennis court only has one entrance accessible
- * Asphalt paths are in rough condition w/ many protrusions making it tough for wheel chair accessibility
- * Benches need arm rests

Flowers Park



Tennis Court Access Protrusion (Northeast Side)



Park Entry Access Protrusion (Northeast Entry)



Asphalt Park Pathway “Tree Limb” Protrusions



Asphalt Park Pathway “Tree Limb” Protrusions



Asphalt Park Pathway to Concrete Protrusion

ADA Accessibility Quick Reference Checklist

PROCESSEL PARK

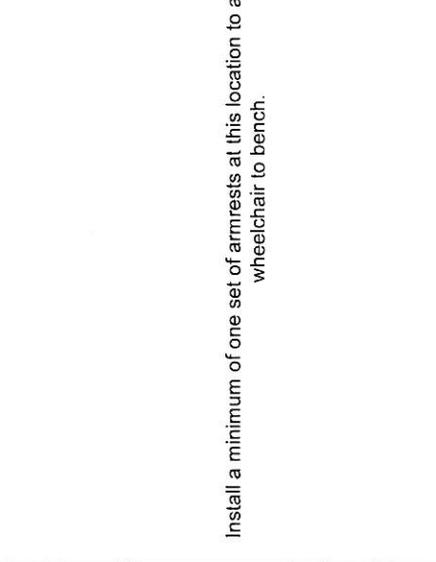
Park Location and Date

	Yes	No	N/A
Access Points			
Curb cuts allow access to and from park apparatus	✓		
Accessible circulation path provided for pedestrian travel, including walks, courtyards, landings, stairways,			
Parking			
Accessible parking spots Marked with proper signage			
Accessible parking for cars should be 96 inch wide			
Accessible parking for vans should be 132 inch. wide			
Parking spaces and access aisles shall be designed so that cars & vans , when parked, cannot obstruct the required clear width of adjacent accessible route.			
Transfer Points			
Turning space- circular space must be a minimum of 60 inches in diameter and have knee and toe clearance.	✓		
Turning space- t-shaped space must be within a 60 inch square minimum with arms and base 36 inch wide minimum. Each arm of the t shall be clear of obstruction 12 inches min in each direction and the base shall be clear of obstructions 24 inches min	✓		
Transfer points for play equipment must allow enough room for transferring from a wheelchair to the play equip	✓		
Surface			
Does the surface allow for a wheelchair to move easily (does it sink in sand?) , wood chip, Engineered Fiber	✓		
Benches			
Do benches have arm rests to assist with transfer. Not required to have on every bench but would suggest 30%		✓	
Ramps			
Does the ramp allow access to play area			✓
Does the ramp have protrusions			✓
Ramp runs shall not have a slope steeper than 1:12			✓
Maximum ramp slope and rise for existing sites. 1). A slope steeper than 1:10 but not steeper than 1:8 should have a maximum rise of 3 inches. 2). A slope steeper than 1:12 but not steeper than 1:10 should have a maximum rise of 6 inches			
Must have handrails			✓
Landings are located at the base and top of ramps			✓
Water Fountains			
Must have one minimum per location	✓		
Flow of fountain must have at minimum a 4-5inch flow			✓
Allows floor or ground space for individual in wheelchair	✓		
Picnic Tables			
Accessible spot with clear floor or ground space	✓		
Must have a minimum of 30% accessible seating	✓		
The top of tables should be at a minimum of 26 - 30 inches from the ground for children. The top of tables should be a minimum of 28 - 34 inches from the ground	✓		
Door Entrances to courts			
Door must allow enough space for a wheelchair to enter	✓		

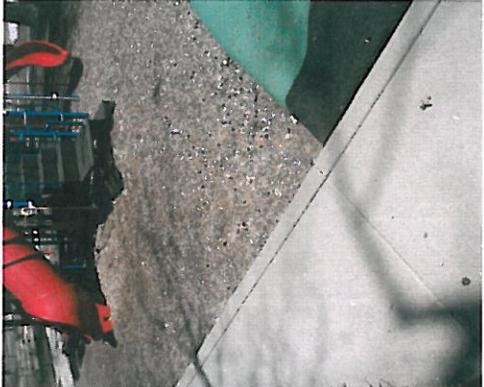
} STREET
PARKING

	Yes	No	N/A
Overhead Obstruction			
No obstruction or object should make contact with an individual either on top or on sides	✓	✓	
Playground Equipment			
For every ground level play component you have an accessible play componet must be provided.	✓		
For every 2 - 4 elevated play components you must have 1 ground level play component on an accessible route. You will also need different types of ground level components for evevy 3-4 elevated components. See graph on page 69	✓		
Comments and Suggestions from Inspector:			
Name of Inspector and Date			

Village of Lincolnwood Parks and Recreation Department -
Proesel Park

Photo	Barrier	ADAAG	Solution
	<p>Proesel Park benches do not have transfer arm rests. 30% of benches must be accessible.</p>	<p>902.4.1 Clear floor and ground space</p>	<p>Install a minimum of one set of armrests at this location to allow transfer from wheelchair to bench.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>___/___/___</p>	<p>Specific Action taken</p>
<p>Additional Recommendations-</p>			

Village of Lincolnwood Parks and Recreation Department -
Proesel Park

Photo	Barrier	ADAAG	Solution
	<p>No accessible entry point for individual to gain access to play equipment where larger play apparatus is located.</p>	<p>F206.2.2 Site Arrival Points within a site</p>	<p>-In order to ensure universal access to all residents, development of an entry point is recommended from sidewalk to play equipment.</p>
<p>By Whom _____</p>	<p>Projected Cost _____</p>	<p>Projected Date _____</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken</p>
<p>Additional Recommendations- We suggest putting in a ramp to the playground which has the larger play apparatus. It currently does not allow an accessible route to</p>			

Village of Lincolnwood Parks and Recreation Department -
Proesel Park

Photo	Barrier	ADAAG	Solution
	<p>No accessible entry point for individual to gain access to play equipment closest to the swing set area.</p>	<p>F206.2.2 Site Arrival Points within a site</p>	<p>-In order to ensure universal access to all residents, development of an entry point is recommended from sidewalk to play equipment.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken</p>
<p>Additional Recommendations- We suggest putting in a ramp from the sidewalk to the playground located nearest to the swing set. It currently does not allow an acc</p>			

Village of Lincolnwood Parks and Recreation Department -
Proesel Park

Photo	Barrier	ADAAG	Solution
	<p>Walking Path does not allow an accessible route to In-Line Skating Rink.</p>	<p>Accessible route- 402 & Court Sports F206.2.11</p>	<p>- Create some type of accessible route for pedestrian travel from walking path to In-Line Skating Rink. We suggest putting in something that is removable and needs to be replaced once the door is shut to prevent puck or ball from leaving rink.</p>
By Whom	Projected Cost	Projected Date	Action Taken
Point Person - _____	\$ _____	_ / _ / _	Specific Action taken
<p>Additional Recommendations- Provide a piece of wood or other object which can be removed and replaced for an accessible entrance. Some type of signage would</p>			

Village of Lincolnwood Parks and Recreation Department -
Proesel Park

Photo	Barrier	ADAAG	Solution
	<p>No accessible entry point for individual to gain access to play equipment located nearest to the In-Line Skating Rink.</p>	<p>F206.2.2 Site Arrival Points within a site</p>	<p>-In order to ensure universal access to all residents, development of an entry point is recommended from sidewalk to play equipment.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>___/___/___</p>	<p>Specific Action taken</p>
<p>Additional Recommendations- We suggest putting in a ramp to the playground which is located nearest to the In-Line Skating Rink. It currently does not allow an ac</p>			

Village of Lincolnwood Parks and Recreation Department -
Proesel Park

Photo	Barrier	ADAAG	Solution
	<p>Concrete and surface at entrance to playground not even with playground surfacing.</p>	<p>Trip Hazard</p>	<p>- Build up current surfacing in order to provide an accessible route which is flat to allow safe travel of wheelchair and pedestrian travel.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>___/___/___</p>	<p>Specific Action taken</p>
<p>Additional Recommendations- We would suggest making the surface at entrance even in order to prevent a trip hazard.</p>			

Village of Lincolnwood Parks and Recreation Department -
Proesel Park

Photo	Barrier	ADAAG	Solution
	<p>A lip at entrance of Water Fountain where concrete and walking path connect.</p>	<p>Trip Hazard</p>	<p>- Build up or breakdown current surfacing of walking path and concret. This would provide an accessible route which is flat and allows safe travel of wheelchair and pedestrian travel.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>___/___/___</p>	<p>Specific Action taken</p>
<p>Additional Recommendations- We would suggest making the surface at even in order to prevent a potential trip hazard.</p>			

Village of Lincolnwood Parks and Recreation Department
Proesel Park

Photo	Barrier	ADAAG	Solution
	<p>Lack of Proper Signage for accessible parking location.</p>	<p>Identification 502.6</p>	<p>- Provide a sign that displays the International Symbol of Accessibility for 1 space.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>___/___/___</p>	<p>Specific Action taken</p>
<p>Additional Recommendations-</p>			

ADA Accessibility Quick Reference Checklist

CENTRAL PARK 2/28/11

Park Location and Date

	Yes	No	N/A
Access Points			
Curb cuts allow access to and from park apparatus	✓		
Accessible circulation path provided for pedestrian travel, including walks, courtyards, landings, stairways,	✓		
Parking			
Accessible parking spots Marked with proper signage			✓
Accessible parking for cars should be 96 inch wide			✓
Accessible parking for vans should be 132 inch. wide			✓
Parking spaces and access aisles shall be designed so that cars & vans, when parked, cannot obstruct the required clear width of adjacent accessible route.			✓
Transfer Points			
Turning space- circular space must be a minimum of 60 inches in diameter and have knee and toe clearance.	✓		
Turning space- t-shaped space must be within a 60 inch square minimum with arms and base 36 inch wide minimum. Each arm of the t shall be clear of obstruction 12 inches min in each direction and the base shall be clear of obstructions 24 inches min	✓		
Transfer points for play equipment must allow enough room for transferring from a wheelchair to the play equip	✓		
Surface			
Does the surface allow for a wheelchair to move easily (does it sink in sand?), wood chip, Engineered Fiber	✓		
Benches			
Do benches have arm rests to assist with transfer. Not required to have on every bench but would suggest 30%		✓	
Ramps			
Does the ramp allow access to play area	✓		
Does the ramp have protrusions	✓		
Ramp runs shall not have a slope steeper than 1:12		✓	
Maximum ramp slope and rise for existing sites. 1). A slope steeper than 1:10 but not steeper than 1:8 should have a maximum rise of 3 inches. 2). A slope steeper than 1:12 but not steeper than 1:10 should have a maximum rise of 6 inches	✓		
Must have handrails			✓
Landings are located at the base and top of ramps	✓		
Water Fountains			
Must have one minimum per location	✓		
Flow of fountain must have at minimum a 4-5inch flow			✓
Allows floor or ground space for individual in wheelchair	✓		
Picnic Tables			
Accessible spot with clear floor or ground space		✓	
Must have a minimum of 30% accessible seating		✓	
The top of tables should be at a minimum of 26 - 30 inches from the ground for children. The top of tables should be a minimum of 28 - 34 inches from the ground	✓		
Door Entrances to courts			
Door must allow enough space for a wheelchair to enter	✓		

STREET PARKING

	Yes	No	N/A
Overhead Obstruction			
No obstruction or object should make contact with an individual either on top or on sides			✓
Playground Equipment			
For every ground level play component you have an accessible play componet must be provided.	✓		
For every 2 - 4 elevated play components you must have 1 ground level play component on an accessible route. You will also need different types of ground level components for evevy 3-4 elevated components. See graph on page 69	✓		
Comments and Suggestions from Inspector:			
<hr/> Name of Inspector and Date			

Village of Lincolnwood Parks and Recreation Department -
Central Park

Photo	Barrier	ADAAG	Solution
	<p>Central Park benches do not have transfer arm rests. 30% of benches must be accessible.</p>	<p>902.4.1 Clear floor and ground space</p>	<p>Install a minimum of one set of armrests at this location to allow transfer from wheelchair to bench.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>___/___/___</p>	<p>Specific Action taken</p>
<p>Additional Recommendations-</p>			

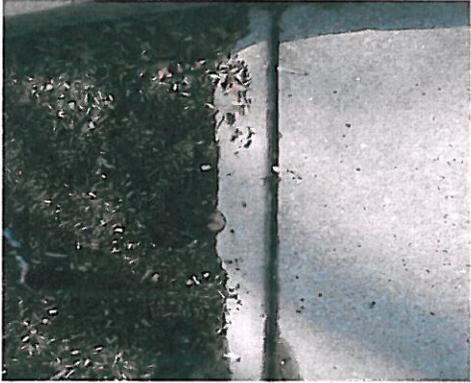
Village of Lincolnwood Parks and Recreation Department -
Central Park

Photo	Barrier	ADAAG	Solution
	<p>Picnic Table is not accessible. No clear floor or ground space. No wheelchair accessible location.</p>	<p>902.4.1 Clear floor and ground space</p>	<p>- Remove one of the current benches in order to provide a minimum of 1/3 seating with an accessible seating area. The accessible location needs to have wheelchair access with specified clear width.</p>
<p>By Whom _____</p>	<p>Projected Cost \$ _____</p>	<p>Projected Date ____/____/____</p>	<p>Action Taken</p>
<p>Point Person - _____</p>			
<p>Additional Recommendations-</p>			

Village of Lincolnwood Parks and Recreation Department -
Central Park

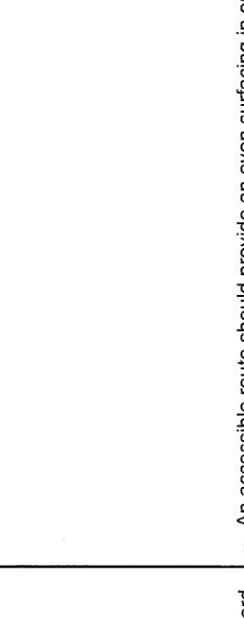
Photo	Barrier	ADAAG	Solution
	<p>Concrete entrance ramp at top has protrusion.</p>	<p>Trip Hazard</p>	<p>- An accessible route should provide an even surfacing in order to ensure safe travel of wheelchair and pedestrian travel.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken</p>
<p>Additional Recommendations- We would suggest making the surface at top of ramp entrance even in order to prevent a trip hazard.</p>			

Village of Lincolnwood Parks and Recreation Department -
Central Park

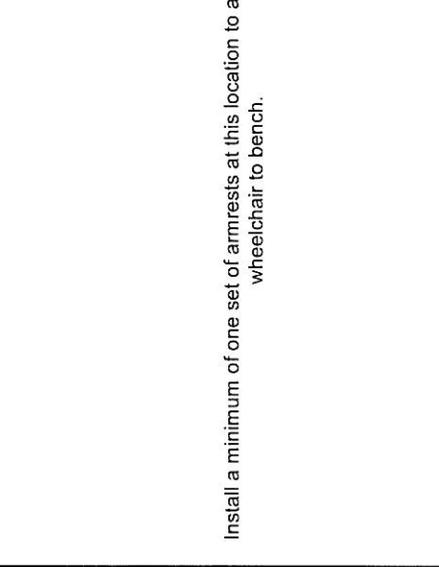
Photo	Barrier	ADAAG	Solution
	<p>Concrete at bottom of ramp entrance to playground is not even with playground surfacing.</p>	<p>Trip Hazard</p>	<p>- Build up current surfacing in order to provide an accessible route which is flat to allow safe travel of wheelchair and pedestrian travel.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken</p>
<p>Additional Recommendations- We would suggest adding more surfacing to make the surface at entrance of ramp even in order to prevent a trip hazard.</p>			

	Yes	No	N/A
Overhead Obstruction			
No obstruction or object should make contact with an individual either on top or on sides			✓
Playground Equipment			
For every ground level play component you have an accessible play componet must be provided.	✓		
For every 2 - 4 elevated play components you must have 1 ground level play component on an accessible route. You will also need different types of ground level components for evevy 3-4 elevated components. See graph on page 69	✓		
Comments and Suggestions from Inspector:			
<hr/> Name of Inspector and Date			

Village of Lincolnwood Parks and Recreation Department -
Drake Park

Photo	Barrier	ADAAG	Solution
	<p>Drake Park concrete sidewalk near bike rack has protrusion.</p>	<p>Trip Hazard</p>	<p>- An accessible route should provide an even surfacing in order to ensure safe travel of wheelchair and pedestrian travel.</p>
<p>By Whom</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken</p>
<p>Additional Recommendations- We would suggest making the surface along the accessible path even in order to prevent any possible trip hazards.</p>			

Village of Lincolnwood Parks and Recreation Department -
Drake Park

Photo	Barrier	ADAAG	Solution
	<p>Drake Park benches do not have transfer arm rests. 30% of benches must be accessible.</p>	<p>902.4.1 Clear floor and ground space</p>	<p>Install a minimum of one set of armrests at this location to allow transfer from wheelchair to bench.</p>
<p>By Whom _____</p>	<p>Projected Cost</p>	<p>Projected Date</p>	<p>Action Taken</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken</p>
<p>Additional Recommendations-</p>			

ADA Accessibility Quick Reference Checklist

ROSSI PARK 2/28/11

Park Location and Date

	Yes	No	N/A
Access Points			
Curb cuts allow access to and from park apparatus	✓		
Accessible circulation path provided for pedestrian travel, including walks, courtyards, landings, stairways,	✓		
Parking			
Accessible parking spots Marked with proper signage			✓
Accessible parking for cars should be 96 inch wide			✓
Accessible parking for vans should be 132 inch. wide			✓
Parking spaces and access aisles shall be designed so that cars & vans , when parked, cannot obstruct the required clear width of adjacent accessible route.			
Transfer Points			
Turning space- circular space must be a minimum of 60 inches in diameter and have knee and toe clearance.	✓		
Turning space- t-shaped space must be within a 60 inch square minimum with arms and base 36 inch wide minimum. Each arm of the t shall be clear of obstruction 12 inches min in each direction and the base shall be clear of obstructions 24 inches min	✓		
Transfer points for play equipment must allow enough room for transferring from a wheelchair to the play equip	✓		
Surface			
Does the surface allow for a wheelchair to move easily (does it sink in sand?) , wood chip, Engineered Fiber	✓		
Benches			
Do benches have arm rests to assist with transfer. Not required to have on every bench but would suggest 30%		✓	
Ramps			
Does the ramp allow access to play area	✓		
Does the ramp have protrusions		✓	
Ramp runs shall not have a slope steeper than 1:12	✓		
Maximum ramp slope and rise for existing sites. 1). A slope steeper than 1:10 but not steeper than 1:8 should have a maximum rise of 3 inches. 2). A slope steeper than 1:12 but not steeper than 1:10 should have a maximum rise of 6 inches			✓
Must have handrails			✓
Landings are located at the base and top of ramps	✓		
Water Fountains			
Must have one minimum per location	✓		
Flow of fountain must have at minimum a 4-5inch flow			✓
Allows floor or ground space for individual in wheelchair	✓		
Picnic Tables			
Accessible spot with clear floor or ground space	✓		
Must have a minimum of 30% accessible seating	✓		
The top of tables should be at a minimum of 26 - 30 inches from the ground for children. The top of tables should be a minimum of 28 - 34 inches from the ground	✓		
Door Entrances to courts			
Door must allow enough space for a wheelchair to enter			✓

STREET

	Yes	No	N/A
Overhead Obstruction			
No obstruction or object should make contact with an individual either on top or on sides			✓
Playground Equipment			
For every ground level play component you have an accessible play componet must be provided.	✓		
For every 2 - 4 elevated play components you must have 1 ground level play component on an accessible route. You will also need different types of ground level components for evevy 3-4 elevated components. See graph on page 69	✓		
Comments and Suggestions from Inspector:			
Name of Inspector and Date			

Village of Lincolnwood Parks and Recreation Department -
Rossi Park

Photo	Barrier	ADAAG	Solution
	<p>Rossi Park benches do not have transfer arm rests. 30% of benches must be accessible.</p>	<p>902.4.1 Clear floor and ground space</p>	<p>Install a minimum of one set of armrests at this location to allow transfer from wheelchair to bench.</p>
<p>By Whom</p>	<p>Projected Cost</p> <p>\$ _____</p>	<p>Projected Date</p> <p>___/___/___</p>	<p>Action Taken</p> <p>Specific Action taken</p>
<p>Point Person - _____</p> <p>Additional Recommendations -</p>			

ADA Accessibility Quick Reference Checklist

COLUMBIA PARK 2/24/11

Park Location and Date

	Yes	No	N/A
Access Points			
Curb cuts allow access to and from park apparatus	✓		
Accessible circulation path provided for pedestrian travel, including walks, courtyards, landings, stairways,	✓		
Parking			
Accessible parking spots Marked with proper signage			
Accessible parking for cars should be 96 inch wide			
Accessible parking for vans should be 132 inch. wide			
Parking spaces and access aisles shall be designed so that cars & vans, when parked, cannot obstruct the required clear width of adjacent accessible route.			
Transfer Points			
Turning space- circular space must be a minimum of 60 inches in diameter and have knee and toe clearance.	✓		
Turning space- t-shaped space must be within a 60 inch square minimum with arms and base 36 inch wide minimum. Each arm of the t shall be clear of obstruction 12 inches min in each direction and the base shall be clear of obstructions 24 inches min	✓		
Transfer points for play equipment must allow enough room for transferring from a wheelchair to the play equip			
Surface			
Does the surface allow for a wheelchair to move easily (does it sink in sand?), wood chip, Engineered Fiber	✓		
Benches			
Do benches have arm rests to assist with transfer. Not required to have on every bench but would suggest 30%		✓	
Ramps			
Does the ramp allow access to play area	✓		
Does the ramp have protrusions		✓	
Ramp runs shall not have a slope steeper than 1:12			
Maximum ramp slope and rise for existing sites. 1). A slope steeper than 1:10 but not steeper than 1:8 should have a maximum rise of 3 inches. 2). A slope steeper than 1:12 but not steeper than 1:10 should have a maximum rise of 6 inches			
Must have handrails			✓
Landings are located at the base and top of ramps	✓		
Water Fountains			
Must have one minimum per location	✓		
Flow of fountain must have at minimum a 4-5inch flow			✓
Allows floor or ground space for individual in wheelchair	✓		
Picnic Tables			
Accessible spot with clear floor or ground space	✓		
Must have a minimum of 30% accessible seating	✓		
The top of tables should be at a minimum of 26 - 30 inches from the ground for children. The top of tables should be a minimum of 28 - 34 inches from the ground	✓		
Door Entrances to courts			
Door must allow enough space for a wheelchair to enter			✓

STREET PARKING

	Yes	No	N/A
Overhead Obstruction			
No obstruction or object should make contact with an individual either on top or on sides		✓	
Playground Equipment			
For every ground level play component you have an accessible play componet must be provided.	✓		
For every 2 - 4 elevated play components you must have 1 ground level play component on an accessible route. You will also need different types of ground level components for evey 3-4 elevated components. See graph on page 69	✓		
Comments and Suggestions from Inspector:			
Name of Inspector and Date			

Village of Lincolnwood Parks and Recreation Department -
Columbia Park

Photo	Barrier	ADAAG	Solution
	<p>Columbia Park benches do not have transfer arm rests. 30% of benches must be accessible.</p>	<p>902.4.1 Clear floor and ground space</p>	<p>Install a minimum of one set of armrests at this location to allow transfer from wheelchair to bench.</p>
<p>By Whom _____</p>	<p>Projected Cost _____</p>	<p>Projected Date _____</p>	<p>Action Taken _____</p>
<p>Point Person - _____</p>	<p>\$ _____</p>	<p>____/____/____</p>	<p>Specific Action taken _____</p>
<p>Additional Recommendations-</p>			

ADA Accessibility Quick Reference Checklist

O'Brien Park 1 3/2/11

Name of Park/ Name of Inspector- Date

	Yes	No	N/A
Access Points			
Curb cuts allow access to and from park apparatus	X		
Accesible circulation path provided for pedestrian travel, including walks, courtyards, landings, stairways,	X		
Parking			
Accessible parking spots Marked with proper signage			X
Accessible parking for cars should be 96 inch wide			X
Accessible parking for vans should be 132 inch. wide			X
Parking spaces and access aisles shall be designed so that cars & vans , when parked, cannot obstruct the required clear width of adjacent accessible route.			X
Transfer Points			
Turning space- circular space must be a minimum of 60 inches in diameter and have knee and toe clearance.	X		
Turning space- t-shaped space must be within a 60 inch square minimum with arms and base 36 inch wide minimum. Each arm of the t shall be clear of obstruction 12 inches min in each direction and the base shall be clear of obstructions 24 inches min	X		
Transfer points for play equipment must allow enough room for transferring from a wheelchair to the play equip	X		
Surface			
Does the surface allow for a wheelchair to move easily (does it sink in sand, wood chips are ok if there is enough.	X		
Benches			
Do benches have arm rests to assist with transfer. Not required to have on every bench but would suggest 30%		X	
Ramps			
Does the ramp allow access to play area	X		
Does the ramp have protrusions		X	
Ramp runs shall not have a slope steeper than 1:12	X		
Maximum ramp slope and rise for existing sites. 1). A slope steeper than 1:10 but not steeper than 1:8 should have a maximum rise of 3 inches. 2). A slope steeper than 1:12 but not steeper than 1:10 should have a maximum rise of 6 inches			
***** Must have handrails *****			
Landings are located at the base and top of ramps	X		
Water Fountains			
Must have one minimum per location	X		
Flow of fountain must have at minimum a 4-5inch flow	X		
Allows floor or ground space for indivudal in wheelchair	X		
Picnic Tables			
Accessible spot with clear floor or ground space	X		
Must have a minimum of 30% accessible seating	X		

Picnic Tables continued	Yes	No	N/A
The top of tables should be at a minimum of 26 - 30 inches from the ground for children. The top of tables should be a minimum of 28 - 34 inches from the ground	X		
Door Entrances to courts			
Door must allow enough space for a wheelchair to enter			X
Overhead Obstruction			
No obstruction or object should make contact with an individual either on top or on sides.	X		
Playground Equipment			
For every ground level play component you have an accessible play component must be provided.	X		
For every 2 - 4 elevated play components you must have 1 ground level play component on an accessible route. You will also need different types of ground level components for every 3-4 elevated components. See graph on page 69	X		
Comments and Suggestions from Inspector:	<p>8 elevated 8 ground components</p>		
<p>* This park has many ground components and is equally balanced.</p> <p>* Upgrade benches to include arm rests.</p> <p>* Tighten transfer hand rail</p> <p>* Move accessible picnic table to different location</p>			

O'Brien Park



Protrusion

ADA Accessibility Quick Reference Checklist

Goodlet 1 3/2/11

Name of Park/ Name of Inspector- Date

	Yes	No	N/A
Access Points			
Curb cuts allow access to and from park apparatus	X		
Accessible circulation path provided for pedestrian travel, including walks, courtyards, landings, stairways,	X		
Parking			
Accessible parking spots Marked with proper signage			X
Accessible parking for cars should be 96 inch wide			X
Accessible parking for vans should be 132 inch. wide			X
Parking spaces and access aisles shall be designed so that cars & vans , when parked, cannot obstruct the required clear width of adjacent accessible route.			X
Transfer Points			
Turning space- circular space must be a minimum of 60 inches in diameter and have knee and toe clearance.	X		
Turning space- t-shaped space must be within a 60 inch square minimum with arms and base 36 inch wide minimum. Each arm of the t shall be clear of obstruction 12 inches min in each direction and the base shall be clear of obstructions 24 inches min	X		
Transfer points for play equipment must allow enough room for transferring from a wheelchair to the play equip	X		
Surface			
Does the surface allow for a wheelchair to move easily (does it sink in sand, wood chips are ok if there is enough.	X		
Benches			
Do benches have arm rests to assist with transfer. Not required to have on every bench but would suggest 30%		X	
Ramps			
Does the ramp allow access to play area	X		
Does the ramp have protrusions		X	
Ramp runs shall not have a slope steeper than 1:12	X		
Maximum ramp slope and rise for existing sites. 1). A slope steeper than 1:10 but not steeper than 1:8 should have a maximum rise of 3 inches. 2). A slope steeper than 1:12 but not steeper than 1:10 should have a maximum rise of 6 inches	X		
*****Must have handrails*****			
Landings are located at the base and top of ramps	X		
Water Fountains			
Must have one minimum per location	X		
Flow of fountain must have at minimum a 4-5inch flow	X		
Allows floor or ground space for individual in wheelchair	X		
Picnic Tables			
Accessible spot with clear floor or ground space	X		
Must have a minimum of 30% accessible seating	X		

Picnic Tables continued	Yes	No	N/A
The top of tables should be at a minimum of 26 - 30 inches from the ground for children. The top of tables should be a minimum of 28 - 34 inches from the ground	X		
Door Entrances to courts			
Door must allow enough space for a wheelchair to enter			X
Overhead Obstruction			
No obstruction or object should make contact with an individual either on top or on sides.	X		
Playground Equipment			
For every ground level play component you have an accessible play component must be provided.	X		
For every 2 - 4 elevated play components you must have 1 ground level play component on an accessible route. You will also need different types of ground level components for every 3-4 elevated components. See graph on page 69	X		
Comments and Suggestions from Inspector:	8 - Elevated 3 - Ground		

* Picnic tables @ 50% => would recommend moving location to concrete

* Protrusion noted from power area to sidewalk
 ↳ see picture

* Needs benches w/ arm rests

* Large protrusion from basketball court to sidewalk

Goebelt Park



Sand Digger



Sidewalk Protrusion



Basketball Court – Sidewalk Protrusion

ADA Accessibility Quick Reference Checklist

G.P. Powell Park / 3/2/11

Name of Park/ Name of Inspector- Date

	Yes	No	N/A
Access Points			
Curb cuts allow access to and from park apparatus	X		
Accessible circulation path provided for pedestrian travel, including walks, courtyards, landings, stairways,	X		
Parking			
Accessible parking spots Marked with proper signage			X
Accessible parking for cars should be 96 inch wide			X
Accessible parking for vans should be 132 inch. wide			X
Parking spaces and access aisles shall be designed so that cars & vans , when parked, cannot obstruct the required clear width of adjacent accessible route.			X
Transfer Points			
Turning space- circular space must be a minimum of 60 inches in diameter and have knee and toe clearance.	X		
Turning space- t-shaped space must be within a 60 inch square minimum with arms and base 36 inch wide minimum. Each arm of the t shall be clear of obstruction 12 inches min in each direction and the base shall be clear of obstructions 24 inches min	X		
Transfer points for play equipment must allow enough room for transferring from a wheelchair to the play equip	X		
Surface			
Does the surface allow for a wheelchair to move easily (does it sink in sand, wood chips are ok if there is enough.	X		
Benches			
Do benches have arm rests to assist with transfer. Not required to have on every bench but would suggest 30%		X	
Ramps			
Does the ramp allow access to play area	X		
Does the ramp have protrusions		X	
Ramp runs shall not have a slope steeper than 1:12	X		
Maximum ramp slope and rise for existing sites. 1). A slope steeper than 1:10 but not steeper than 1:8 should have a maximum rise of 3 inches. 2). A slope steeper than 1:12 but not steeper than 1:10 should have a maximum rise of 6 inches	X		
*****Must have handrails*****			
Landings are located at the base and top of ramps	X		
Water Fountains			
Must have one minimum per location	X		
Flow of fountain must have at minimum a 4-5inch flow	X		
Allows floor or ground space for indivudal in wheelchair	X		
Picnic Tables			
Accessible spot with clear floor or ground space	X		
Must have a minimum of 30% accessible seating	X		

Picnic Tables continued	Yes	No	N/A
The top of tables should be at a minimum of 26 - 30 inches from the ground for children. The top of tables should be a minimum of 28 - 34 inches from the ground	X		
Door Entrances to courts			
Door must allow enough space for a wheelchair to enter			X
Overhead Obstruction			
No obstruction or object should make contact with an individual either on top or on sides.	X		
Playground Equipment			
For every ground level play component you have an accessible play component must be provided.	X		
For every 2 - 4 elevated play components you must have 1 ground level play component on an accessible route. You will also need different types of ground level components for every 3-4 elevated components. See graph on page 69	X		8 - Elevated 6 - Ground
Comments and Suggestions from Inspector:			
<ul style="list-style-type: none"> * Benches need arm rests * Large sidewalk protrusion noted see picture * Sand digger accessible! 			

G.G Rowell Park



Sidewalk Protrusion

ADA Accessibility Quick Reference Checklist

Kildare Park / 3/2/11
Name of Park/ Name of Inspector- Date

	Yes	No	N/A
Access Points			
Curb cuts allow access to and from park apparatus	X		
Accessible circulation path provided for pedestrian travel, including walks, courtyards, landings, stairways,	X		
Parking			
Accessible parking spots Marked with proper signage			X
Accessible parking for cars should be 96 inch wide			X
Accessible parking for vans should be 132 inch. wide			X
Parking spaces and access aisles shall be designed so that cars & vans , when parked, cannot obstruct the required clear width of adjacent accessible route.			X
Transfer Points			
Turning space- circular space must be a minimum of 60 inches in diameter and have knee and toe clearance.	X		
Turning space- t-shaped space must be within a 60 inch square minimum with arms and base 36 inch wide minimum. Each arm of the t shall be clear of obstruction 12 inches min in each direction and the base shall be clear of obstructions 24 inches min	X		
Transfer points for play equipment must allow enough room for transferring from a wheelchair to the play equip	X		
Surface			
Does the surface allow for a wheelchair to move easily (does it sink in sand, wood chips are ok if there is enough.	X		
Benches			
Do benches have arm rests to assist with transfer. Not required to have on every bench but would suggest 30%		X	
Ramps			
Does the ramp allow access to play area	X		
Does the ramp have protrusions		X	
Ramp runs shall not have a slope steeper than 1:12	X		
Maximum ramp slope and rise for existing sites. 1). A slope steeper than 1:10 but not steeper than 1:8 should have a maximum rise of 3 inches. 2). A slope steeper than 1:12 but not steeper than 1:10 should have a maximum rise of 6 inches	X		
*****Must have handrails*****			
Landings are located at the base and top of ramps	X		
Water Fountains			
Must have one minimum per location	X		
Flow of fountain must have at minimum a 4-5inch flow	X		
Allows floor or ground space for individual in wheelchair	X		
Picnic Tables			
Accessible spot with clear floor or ground space	X		
Must have a minimum of 30% accessible seating	X		

Picnic Tables continued	Yes	No	N/A
The top of tables should be at a minimum of 26 - 30 inches from the ground for children. The top of tables should be a minimum of 28 - 34 inches from the ground	x		
	x		
Door Entrances to courts			
Door must allow enough space for a wheelchair to enter			x
Overhead Obstruction			
No obstruction or object should make contact with an individual either on top or on sides.	x		
Playground Equipment			
For every ground level play component you have an accessible play component must be provided.	x		
For every 2 - 4 elevated play components you must have 1 ground level play component on an accessible route. You will also need different types of ground level components for every 3-4 elevated components. See graph on page 69	x		
Comments and Suggestions from Inspector:	<p data-bbox="836 699 1006 772">3 - elevated 4 - Ground</p>		
<p data-bbox="162 829 1177 1018">* Access Points => This mini park has access points from the village's sidewalks. They are okay, but not directly in front of parks.</p> <p data-bbox="162 1060 1079 1134">* Concrete in great condition - No protrusions!</p> <p data-bbox="162 1186 771 1249">* Benches need arm rests</p>			

ADA Accessibility Quick Reference Checklist

Kenneth Park 1 3/2/11

Name of Park/ Name of Inspector- Date

	Yes	No	N/A
Access Points			
Curb cuts allow access to and from park apparatus	X		
Accessible circulation path provided for pedestrian travel, including walks, courtyards, landings, stairways,	X		
Parking			
Accessible parking spots Marked with proper signage			X
Accessible parking for cars should be 96 inch wide			X
Accessible parking for vans should be 132 inch. wide			X
Parking spaces and access aisles shall be designed so that cars & vans , when parked, cannot obstruct the required clear width of adjacent accessible route.			X
Transfer Points			
Turning space- circular space must be a minimum of 60 inches in diameter and have knee and toe clearance.	X		
Turning space- t-shaped space must be within a 60 inch square minimum with arms and base 36 inch wide minimum. Each arm of the t shall be clear of obstruction 12 inches min in each direction and the base shall be clear of obstructions 24 inches min	X		
Transfer points for play equipment must allow enough room for transferring from a wheelchair to the play equip	X		
Surface			
Does the surface allow for a wheelchair to move easily (does it sink in sand, wood chips are ok if there is enough.	X		
Benches			
Do benches have arm rests to assist with transfer. Not required to have on every bench but would suggest 30%		X	
Ramps			
Does the ramp allow access to play area	X		
Does the ramp have protrusions		X	
Ramp runs shall not have a slope steeper than 1:12	X		
Maximum ramp slope and rise for existing sites. 1). A slope steeper than 1:10 but not steeper than 1:8 should have a maximum rise of 3 inches. 2). A slope steeper than 1:12 but not steeper than 1:10 should have a maximum rise of 6 inches	X		
*****Must have handrails*****			
Landings are located at the base and top of ramps	X		
Water Fountains			
Must have one minimum per location	X		
Flow of fountain must have at minimum a 4-5inch flow	X		
Allows floor or ground space for individual in wheelchair	X		
Picnic Tables			
Accessible spot with clear floor or ground space	X		
Must have a minimum of 30% accessible seating	X		

Picnic Tables continued	Yes	No	N/A
The top of tables should be at a minimum of 26 - 30 inches from the ground for children. The top of tables should be a minimum of 28 - 34 inches from the ground	X		
	X		
	X		
Door Entrances to courts			
Door must allow enough space for a wheelchair to enter			X
Overhead Obstruction			
No obstruction or object should make contact with an individual either on top or on sides.	X		
Playground Equipment			
For every ground level play component you have an accessible play component must be provided.	X		
For every 2 - 4 elevated play components you must have 1 ground level play component on an accessible route. You will also need different types of ground level components for every 3-4 elevated components. See graph on page 69	X		
Comments and Suggestions from Inspector:	12 - Elevated 5 - Ground		
<p> * Paver to sidewalk protrusion noted - see picture * Move sand digger to the edge - see picture * Benches need arm rests * Basketball court to sidewalk protrusion noted - see picture * Access points are ok - would put ramp at one entrance as noted in <u>picture</u>. </p>			

Kenneth Park



Sand Digger



Sidewalk Protrusion



Park Access Point Recommendation

Five Year Transition Plan

	2013	2014	2015	2016	2017	Future
Parks	<p>\$3,000</p> <ol style="list-style-type: none"> 1. Water Flow will be adjusted in drinking fountains 2. Transition will be fixed between basketball court and sidewalk at Goebelt Park 3. Transition will be fixed between paved area and sidewalk in Goebelt Park. 4. Transition will be fixed between paved area and sidewalk in O'Brien Park. 	<p>\$15,000</p> <ol style="list-style-type: none"> 1. Purchase benches with arms for parks. 2. Transition will be fixed between basketball court and the sidewalk in Kenneth Park. 	<p>\$12,000</p> <ol style="list-style-type: none"> 1. Install ramps with protrusions at parks. 2. An street access point will be installed at Kenneth Park 	<p>\$12,000</p> <ol style="list-style-type: none"> 1. Transition will be fixed between pavers and sidewalk in Kenneth Park. 2. Move sand digger to edge of sand in Kenneth Park. 	<p>\$15,000</p> <ol style="list-style-type: none"> 1. Replace sidewalk in G.G. Rowell Park 	
Pool	<p>\$13,000</p> <ol style="list-style-type: none"> 1. Install pool lifts. 	<p>\$4,000</p> <ol style="list-style-type: none"> 1. Install International Sign of Accessibility sign at entrance. 2. Install new signage at bathrooms and entrance. 3. Install a foldout shelf at pool entrance. 	<p>\$2,500</p> <ol style="list-style-type: none"> 1. 	<p>\$2,500</p>	<p>\$2,500</p>	<p>Include a family restroom in future development.</p>

<p>Community Center</p>	<p>\$8,000 1. The water fountain will be lowered so the spout is 36 inches high. 2. A handicapped accessible door will be installed.</p>					
<p>Village Hall</p>	<p>\$300 1. The pressure of the internal and external doors will be adjusted.</p>					
<p>Miscellaneous</p>	<p>\$4,000 1. Purchase International Signs of Accessibility for the entrance of each facility.</p>					
<p>Total</p>	<p>\$28,300</p>	<p>\$19,000</p>	<p>\$14,500</p>	<p>\$14,500</p>	<p>\$17,500</p>	<p>TBD</p>

Request For Board Action

REFERRED TO BOARD: October 15, 2013

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 Purchase and Installation of Playground Equipment, Pour-In-Place Surface, and Woodchips at Drake Park in the Amount of \$79,880 to Elanar Construction, Inc.

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, Kenneth and Springfield playgrounds have been replaced.

The playground equipment at Drake Park, located at 6750 Drake Avenue, is rusted and 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 and Recreation Board at the July 9, 2013 meeting and then the top three were presented to the children enrolled in our summer camp programs during the weeks of July 15 and 22, 2013. Invitations were sent to the neighborhood surrounding the park to attend the July Park Board meeting. The design from Landscape Structures was selected at the Park and Recreation Board and by the summer camp program participants.

The Invitation to Bid was advertised on the website on August 19, 2013 and in the Lincolnwood Review on August 22, 2013. Bid packets were also sent to five vendors. On September 5, 2013 the Village opened five sealed bids for the purchase and installation of new playground equipment at Drake Park. Staff has reviewed the bids and found that the lowest responsible bidder is Elanar Construction in the amount of \$79,880.00

COMPANY	Poured and Play Surface	WOODCHIPS	PURCHASE EQUIPMENT	INSTALLATION	TOTAL BASE BID (purchase/install)
Green-up Landscaping	\$ 12,693.96	\$4,387.00	\$ 49,286.00	\$ 20,900.00	\$ 87,266.96
Clauss Brothers	\$ 12,099.00	\$51 c. yd.	\$ 53,575.00	\$ 26,660.00	\$ 92,334.00
Kenneth Co	\$ 8,711.00	\$ 5,566.00	\$ 51,137.00	\$ 16,443.00	\$ 81,857.00
Elanar Construction	\$ 5,105.00	\$ 7,570.00	\$ 50,160.00	\$ 17,045.00	\$ 79,880.00
Hacienda Landscaping	\$ 12,500.00	\$ 2,800.00	\$ 49,700.00	\$16,500	\$ 81,500.00

FINANCIAL IMPACT:

There is \$100,000 budgeted in the Fiscal Year 2013/2014 Park Maintenance Fund in the Parks and Recreation Department budget.

DOCUMENTS ATTACHED:

1. Proposed Resolution with Contract
2. Bid Documents
3. Draft Minutes of the October 8, 2013 Park and Recreation Board Meeting

RECOMMENDED MOTION:

Motion to approve a Resolution awarding a bid for the Purchase and Installation of playground equipment, woodchips, and Pour-in-Place surface at Drake Park in the amount of \$79,880.00 to Elanar Construction, Inc.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2013-_____

**A RESOLUTION APPROVING THE AWARD
OF THE DRAKE PARK PLAYGROUND EQUIPMENT CONTRACT
TO ELANAR CONSTRUCTION, OF GLENVIEW, ILLINOIS**

WHEREAS, the Village sought bids for the award of a contract for the purchase and installation of playground equipment at Drake Park ("*Contract*"); and

WHEREAS, the Village received five bids for the Contract; and

WHEREAS, the lowest-price bids for the Contract satisfied the equipment specifications for the Contract; and

WHEREAS, Elanar Construction, of *Glenview, Illinois* ("*Elanar*"), was the low responsible and responsive bidder of the firms that submitted bid packages to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Hacienda will serve and be in the best interest of the Village;

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. APPROVAL OF CONTRACT. The Contract by and between the Village and Hacienda shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF CONTRACT. The Village Manager and the Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by Elanar; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

SECTION 4. 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]

EXHIBIT A

CONTRACT

VILLAGE OF LINCOLNWOOD

CONTRACT FOR

**DRAKE PARK PLAYGROUND
REMOVAL AND INSTALLATION**

Bid Opening Date:Thursday, September 5, 2013
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

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VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
DRAKE 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 and woodchips in Drake Park.

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

The work is to be completed by **November 15, 2013**. The CONTRACTOR shall complete the work during the specified period of the contract.

The Work shall be performed at the following Work Site:

Drake Park 6750 Drake 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

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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, **September 5, 2013** 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**

DRAKE PARK PLAYGROUND REMOVAL AND INSTALLATION

GENERAL INSTRUCTIONS TO BIDDERS

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VILLAGE OF LINCOLNWOOD
CONTRACT FOR
DRAKE 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

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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

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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.

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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

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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

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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
DRAKE 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

Item #	Item Description	Unit	Unit Price
	Do NOT include removal of equipment		
1	Certified wood chips covering play surface	1	
2	Accessible poured in place path to structure	1	
3	Purchase new playground equipment	1	
4	Install new playground equipment	1	

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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*

PROPOSAL

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**

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

PROPOSAL

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 _____, 2013.

ATTEST: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

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

**VILLAGE OF LINCOLNWOOD
 CONTRACT FOR THE
 2013
 DRAKE 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 _____, 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**

**CONTRACT FOR THE
2013
DRAKE 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 _____, 2013.

ATTEST: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
Before me this ____ day
of _____, 2013.

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
2013
DRAKE PARK PLAYGROUND REMOVAL AND INSTALLATION**

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: _____

(*“Contractor”*)

FROM:

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712

(*“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
DRAKE PARK PLAYGROUND PROJECT
OPEN September 5, 2013
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 Landscape Structures Inc. 601 7th Street South Delano, MN 55328 (763) 972-5200 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 November 22, 2013. A detailed schedule shall be submitted to the Superintendent upon submittal.

DRAKE PARK RENOVATION – LINCOLNWOOD, ILLINOIS

Playground Equipment

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes playground equipment and associated signage. Furnish all labor and materials and equipment required to install the play equipment as indicated on the drawings or specified herein. The work shall include any incidentals to provide a finished job.

1.2 DEFINITIONS

- A. Use Zone: According to ASTM F1487-11, the “area beneath and immediately adjacent to a play structure or equipment that is designed for unrestricted circulation around the equipment and on whose surface it is predicted that a user would land when falling from or exiting the equipment.”
- B. IPEMA: International Play Equipment Manufacturers Association.
- C. Fall Height: According to ASTM F 1487-11, “the vertical distance between a designated play surface and the protective surfacing beneath it.”

1.3 DESIGN REQUIREMENTS

- A. Compliance with current guidelines, standards, laws and building codes for safety and accessibility:
 - 1. ASTM F1487-11 – Standard Consumer Safety Performance Specifications for Playgrounds for Public Use.
 - 2. U.S. Consumer Products Safety Commission (CPSC) Guidelines (No. 325)– Handbook for Public Playground Safety
 - 3. 2010 ADA Accessibility Guidelines (ADAAG) Section 15.6 Play Areas
 - 4. Chicago Building Code: Chapter 18-11-1115 Play Areas

B. Site specificity of design – Equipment design/component selection is based on specific needs of the school/district, physical constraints of the site, and public input. Design requirements include:

1. Play value
2. Capacity
3. Footprint
4. Color availability
5. Visual density and appearance
6. Age appropriateness
7. Height/Size
8. Sensory stimulation
9. Accessibility/usability for those with special needs.

C. Products selected are durable and proven to withstand very high use environment.

1.4 PERFORMANCE REQUIREMENTS

A. Structural Performance Requirements:

PLAYBOOSTER

1. Aluminum: All aluminum PlayBooster posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5” O.D. with a wall thickness of .125" wall thickness. Top caps for posts shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area.
2. Aluminum Post Mechanical Properties:
 - Yield Strength (min): 35,000 PSI
 - Tensile Strength (min): 38,000 PSI
 - Elongation: 10% in 2 inches
 - Modulus of Elasticity: 10 x 10⁶ PSI

3. Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:
 - Ultimate Tensile: 47,000 PSI
 - Yield Strength: 3,000 PSI
 - Elongation: 7% in 2 inches
 - Shear Strength: 29,000 PSI
 - Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 1 1/8" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed "T" nuts. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post. Clamps should allow for future maintenance/adjustment without effecting integrity of the posts.

PLAYSHAPER

1. Posts: PlayShaper 2-3/8" square aluminum posts shall have a minimum wall thickness of .125" and be extruded of 6005-T5 aluminum alloy and have rounded corners and ribbed faces for maximum safety. A cast aluminum top cap shall be installed at the factory with stainless steel knurled spacers and aluminum drive rivets. Flanges for panels and deck supports shall be extruded of 6061-T6 aluminum alloy and slide into slots extruded in posts. Flanges and deck supports shall be attached in the factory with stainless steel knurled spacers and aluminum drive rivets. All direct bury posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line and the top of the required surfacing. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area. Posts shall have a post number sticker for installation purposes. Posts shall be ProShield finished to a specified color.
2. Aluminum Post Mechanical Properties:
 - Yield Strength (min): 35,000 PSI
 - Tensile Strength (min): 38,000 PSI
 - Elongation: 10% in 2 inches
 - Modulus of Elasticity: 10×10^6 PSI

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
 1. Percentage of recycled materials used.
 2. Percentage of post-consumer recycled materials used.
- C. Shop Drawings: For playground equipment and structures. Include plans, color renderings, elevations, and installation details.

- D. Samples: Provide color charts. Provide material samples upon request or as required.
- E. Qualifications: For qualified installer, manufacturer, and testing agency.
- F. Test Reports: Provide evidence of IPEMA certification for playground products.
- G. Certifications:
 - 1. Manufacturer is ISO 9001:2008 certified (quality assurance processes)
 - 2. Manufacturer is ISO 14001:2004 certified (environmentally responsible processes)
 - 3. IPEMA (International Play Equipment Manufacturers Association) third party certification for conformance to ASTM F1487-11.
 - 4. Statement from manufacturer that products meet current safety and accessibility requirements.
- H. Closeout Submittals:
 - 1. Maintenance Kit: An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate color touch-up paint, sandpaper, appropriate color touch-up PVC, graffiti remover and additional installation tools for the tamperproof fasteners.
 - 2. Warranty Information.
 - 3. Statement from manufacturer's representative identifying that installation has been performed in accordance with installation instructions.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. Manufacturer is ISO 9001:2008 certified (quality assurance processes)
 - 2. Manufacturer is ISO 14001:2004 certified (environmentally responsible processes)
 - 3. Standard products are IPEMA (International Play Equipment Manufacturers Association) third party certified for conformance to ASTM F1487-11.
- B. Installer Qualifications: The Contractor installing the equipment must be experienced in the installation of play equipment with personnel, facilities, and equipment adequate for the work specified and shall, within 48 hours of a request, produce written proof of such.
- C. Sample Installations: Contractor shall upon request produce a list of at least 20 other projects where similar work, from same manufacturer, has been performed and could be reviewed.
- D. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Prior to the start of the playground equipment installation work, coordinate a conference at the Site to review the

construction schedule, availability of materials, installers personnel qualifications, equipment and facilities needed to make progress and avoid delays, installation procedures, testing, inspecting, and certification procedures, and coordination with other work. Meeting shall include the Contractor, Board Authorized Representative, Architect, installer, and any other subcontractors or material technical service representatives whose work, or products, must be coordinated with the playground equipment installation work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: PlayBooster posts shall be individually packaged in sturdy, water-resistant, mar-resistant cardboard boxes. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. The components and crates are then shrink wrapped to skids (pallets) to ensure secure shipping.
- B. Delivery: Equipment will be on delivered F.O.B. curbside. Installer will be responsible for unloading, storage, and security of the equipment until accepted by the owner.
- C. Packing List: All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

1.8 WARRANTY

- A. 100-Year Limited Warranty for all aluminum posts, stainless steel fasteners, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- B. 15-Year Limited Warranty for all plastic and steel components against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- C. 15-Year Limited Warranty for TenderTuff coating against structural failure due to natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- D. 8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.
- E. 3-Year Limited Warranty for all other parts, including CableCore Products, Swing seats and hangers; Trackride trolleys and bumpers; all rocking equipment, etc. against failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers:
 - 1. Landscape Structures, 601 7th Street South, Delano, MN 55328. Locally represented by NuToys Leisure Products, 915 Hillgrove, LaGrange, IL 60525, (708)579-9055 or (800) 526-6197.

2.2 PRODUCTS

- A. Basis-of-Design Product: The Drawings and Specifications are based on Landscape Structures, PlayBooster System.

2.3 MATERIALS:

- A. All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield® finish, TenderTuff™ coating, etc. Colors shall be specified.

- B. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless-steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.
- C. Decks: All decks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be minimum of (4) slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement necessary to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be TenderTuff-coated brown or gray only. Decks shall be designed so that all sides are flush with the outside edge of the supporting posts.
- D. Rotationally Molded Polyethylene Parts: These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV-stabilizing additives. Wall thickness varies by product from .187" (3/16") to .312" (5/16"). Eleven standard colors available.
- E. Permalene® Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Five standard solid colors are available. Some Permalene® parts are available in a two-color product with (2) .100" thick exterior layers over a .550" interior core of a contrasting color. Eight standard two-color options available.

- F. Recycled Permalene® Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2) .100" thick colored exterior layers over a .550" thick 100% recycled Black interior core. Eleven standard color options available.
- G. Hardware Packages: All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number, and work order number.
- H. Installation Documentation: All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

2.4 COMPONENTS

PlayShaper Component System

1	152432A	ABC Climber 48"Dk DB
1	143200A	Conical Climber DB
1	153020B	Curved Transfer Module 40"Dk Left DB
2	111237A	Square Tenderdeck
1	144984A	Storefront Panel
1	117946A	Wire Barrier
1	178768A	Double Swirl Poly Slide 48"Dk DB
1	132117B	SlideWinder2 40"Dk DB 1 Left
1	139268A	Offset Crawl Tunnel 8"Offset
2	111397C	106"Post DB
4	111397B	114"Post DB
2	111397A	128"Post DB

PlayBooster Component System

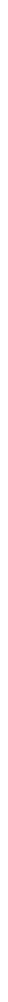
1	126194A	Fish Net DB
1	148432A	Corkscrew Perm Handholds 32"Dk DB
1	152908D	Deck Link w/Handrails 4 Steps
1	145109A	Funnel Net Climber DB
2	145251A	Funnel Net Climber Handhold Panel
1	145249A	Funnel Net Climber Long Brace
3	145248A	Funnel Net Climber Short Brace
1	145250A	Funnel Net Climber Vertical Ladder
1	145624D	Vertical Ascent 72"Dk
1	116249A	Vertical Ladder 32"Dk DB
1	116249D	Vertical Ladder 72"Dk DB
1	152911A	Curved Transfer Module Right 32"Dk DB
3	111228A	Square Tenderdeck
1	116244A	Pipe Barrier Above Deck
1	111357A	Chinning Bar Alum DB
1	141886B	Access/Landing Assembly Rails Barrier Right 32"Dk
1	119430A	Overhead Parallel Bars/Horiz Lad Connected Between Decks
1	118110A	Square Poly Roof Custom Logo Panels
1	130390A	Double Swoosh Slide 72"Dk DB
1	131437A	Wave Poly Slide 72"Dk DB
1	111404F	108"Alum Post DB
6	111404E	116"Alum Post DB
3	111404C	132"Alum Post DB
4	111404A	148"Alum Post DB
4	111403A	182"Alum Post For Roof DB
2	120710A	Pod Climber 8" DB

6 PLACE SINGLE POST SWING

3	174018A	Belt Seat Proguard Chains 8' Beam
2	176038A	Full Bucket Seat Proguard Chains 8' Beam
1	177351A	Molded Bucket w/Harness Proguard Chains 8' Beam
1	177332A	Single Post Swing Frame 8' Beam
2	177333A	Single Post Swing Frame Addtl Bay 8' Beam

INDEPENDENT

2	123831A	SuperScoop DB Only
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2.6 FINISHES

- A. TenderTuff Coating: Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer with a minimum tensile strength of 1700 psi and a minimum tear strength of 250 lbs/inch. Five standard colors available, all with a matte finish.
- B. ProShield Finish: All metal components with ProShield finish shall be thoroughly cleaned and phosphatized through a five-stage power washer. Parts are then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004" of architectural-grade Super Durable polyester TGIC powder is applied. The average ProShield film thickness is .006".
- C. ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:
 - 1. • Hardness (D3363) rating 2H
 - 2. • Flexibility (D522) pass 1/8" mandrel
 - 3. • Impact (D2794) rating minimum 80 inch-pounds
 - 4. • Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater
 - 5. • UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention
 - 6. • Adhesion (D3359, Method B) rating 5B
 - 7. The Paint Line shall employ a "checkered" adhesion test daily.
 - 8. Twenty-six standard colors available.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the area and conditions of the site. Verify safety zones of all equipment before setting posts in concrete footing.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Verify that all equipment needed for installation has been sent correctly.

3.3 INSTALLATION:

- A. Conform strictly to manufacturer's instructions. Use only experience personnel trained in play

equipment installation.

- B. Provide all concrete footings as required. It is the contractor's responsibility to adjust drainage pipe or other new utility locations to accommodate the equipment footings.

3.4 FIELD QUALITY CONTROL

- A. Contractor shall contact manufacturer's representative to review playground installation for accuracy.
- B. Contractor shall notify Architect to review installation for review of overall conformance to specifications and workmanship.

3.5 ADJUSTING

- A. Ensure that adjustments required by inspections are corrected to owner's satisfaction.

3.6 CLEANING AND PROTECTION

- A. Contractor is responsible to protect equipment until accepted by owner.
- B. Consult manufacturer's cleaning instructions.

END OF SECTION

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
2013
DRAKE PARK PLAYGROUND REMOVAL AND INSTALLATION**

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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 _____, 2013, 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 C

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: Andy Thurman, Superintendent of Parks and
Facilities

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 Drake Park, 6750 Drake Ave. Lincolnwood, IL 60712. Proper disposal of existing playground equipment included. Equipment purchased shall be American Parks Company or equivalent

2. **Work Site:**

Drake Park, 6750 Drake 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.

ATTACHMENT A1

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 B

DRAKE PARK RENOVATION – LINCOLNWOOD, ILLINOIS

Playground Equipment

PART 1 - GENERAL

3.7 SUMMARY

- A. Section includes playground equipment and associated signage. Furnish all labor and materials and equipment required to install the play equipment as indicated on the drawings or specified herein. The work shall include any incidentals to provide a finished job.

3.8 DEFINITIONS

- A. Use Zone: According to ASTM F1487-11, the “area beneath and immediately adjacent to a play structure or equipment that is designed for unrestricted circulation around the equipment and on whose surface it is predicted that a user would land when falling from or exiting the equipment.”
- B. IPEMA: International Play Equipment Manufacturers Association.
- C. Fall Height: According to ASTM F 1487-11, “the vertical distance between a designated play surface and the protective surfacing beneath it.”

3.9 DESIGN REQUIREMENTS

- A. Compliance with current guidelines, standards, laws and building codes for safety and accessibility:
 - 1. ASTM F1487-11 – Standard Consumer Safety Performance Specifications for Playgrounds for Public Use.
 - 2. U.S. Consumer Products Safety Commission (CPSC) Guidelines (No. 325)– Handbook for Public Playground Safety
 - 3. 2010 ADA Accessibility Guidelines (ADAAG) Section 15.6 Play Areas
 - 4. Chicago Building Code: Chapter 18-11-1115 Play Areas

- B. Site specificity of design – Equipment design/component selection is based on specific needs of the school/district, physical constraints of the site, and public input. Design requirements include:
1. Play value
 2. Capacity
 3. Footprint
 4. Color availability
 5. Visual density and appearance
 6. Age appropriateness
 7. Height/Size
 8. Sensory stimulation
 9. Accessibility/usability for those with special needs.
- C. Products selected are durable and proven to withstand very high use environment.

3.10 PERFORMANCE REQUIREMENTS

- A. Structural Performance Requirements:

PLAYBOOSTER

1. Aluminum: All aluminum PlayBooster posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" O.D. with a wall thickness of .125" wall thickness. Top caps for posts shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area.
2. Aluminum Post Mechanical Properties:
 - Yield Strength (min): 35,000 PSI
 - Tensile Strength (min): 38,000 PSI
 - Elongation: 10% in 2 inches
 - Modulus of Elasticity: 10 x 10⁶ PSI

3. Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:
 - Ultimate Tensile: 47,000 PSI
 - Yield Strength: 3,000 PSI
 - Elongation: 7% in 2 inches
 - Shear Strength: 29,000 PSI
 - Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 1 1/8" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed "T" nuts. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post. Clamps should allow for future maintenance/adjustment without effecting integrity of the posts.

PLAYSHAPER

4. Posts: PlayShaper 2-3/8" square aluminum posts shall have a minimum wall thickness of .125" and be extruded of 6005-T5 aluminum alloy and have rounded corners and ribbed faces for maximum safety. A cast aluminum top cap shall be installed at the factory with stainless steel knurled spacers and aluminum drive rivets. Flanges for panels and deck supports shall be extruded of 6061-T6 aluminum alloy and slide into slots extruded in posts. Flanges and deck supports shall be attached in the factory with stainless steel knurled spacers and aluminum drive rivets. All direct bury posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line and the top of the required surfacing. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area. Posts shall have a post number sticker for installation purposes. Posts shall be ProShield finished to a specified color.
5. Aluminum Post Mechanical Properties:
 - Yield Strength (min): 35,000 PSI
 - Tensile Strength (min): 38,000 PSI
 - Elongation: 10% in 2 inches
 - Modulus of Elasticity: 10×10^6 PSI

3.11 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
 1. Percentage of recycled materials used.
 2. Percentage of post-consumer recycled materials used.

- C. Shop Drawings: For playground equipment and structures. Include plans, color renderings, elevations, and installation details.
- D. Samples: Provide color charts. Provide material samples upon request or as required.
- E. Qualifications: For qualified installer, manufacturer, and testing agency.
- F. Test Reports: Provide evidence of IPEMA certification for playground products.
- G. Certifications:
 - 1. Manufacturer is ISO 9001:2008 certified (quality assurance processes)
 - 2. Manufacturer is ISO 14001:2004 certified (environmentally responsible processes)
 - 3. IPEMA (International Play Equipment Manufacturers Association) third party certification for conformance to ASTM F1487-11.
 - 4. Statement from manufacturer that products meet current safety and accessibility requirements.
- H. Closeout Submittals:
 - 1. Maintenance Kit: An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate color touch-up paint, sandpaper, appropriate color touch-up PVC, graffiti remover and additional installation tools for the tamperproof fasteners.
 - 2. Warranty Information.
 - 3. Statement from manufacturer's representative identifying that installation has been performed in accordance with installation instructions.

3.12 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. Manufacturer is ISO 9001:2008 certified (quality assurance processes)
 - 2. Manufacturer is ISO 14001:2004 certified (environmentally responsible processes)
 - 3. Standard products are IPEMA (International Play Equipment Manufacturers Association) third party certified for conformance to ASTM F1487-11.
- B. Installer Qualifications: The Contractor installing the equipment must be experienced in the installation of play equipment with personnel, facilities, and equipment adequate for the work specified and shall, within 48 hours of a request, produce written proof of such.

- C. Sample Installations: Contractor shall upon request produce a list of at least 20 other projects where similar work, from same manufacturer, has been performed and could be reviewed.
- D. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Prior to the start of the playground equipment installation work, coordinate a conference at the Site to review the construction schedule, availability of materials, installers personnel qualifications, equipment and facilities needed to make progress and avoid delays, installation procedures, testing, inspecting, and certification procedures, and coordination with other work. Meeting shall include the Contractor, Board Authorized Representative, Architect, installer, and any other subcontractors or material technical service representatives whose work, or products, must be coordinated with the playground equipment installation work.

3.13 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: PlayBooster posts shall be individually packaged in sturdy, water-resistant, mar-resistant cardboard boxes. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. The components and crates are then shrink wrapped to skids (pallets) to ensure secure shipping.
- B. Delivery: Equipment will be on delivered F.O.B. curbside. Installer will be responsible for unloading, storage, and security of the equipment until accepted by the owner.
- C. Packing List: All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

3.14 WARRANTY

- A. 100-Year Limited Warranty for all aluminum posts, stainless steel fasteners, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- B. 15-Year Limited Warranty for all plastic and steel components against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- C. 15-Year Limited Warranty for TenderTuff coating against structural failure due to natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- D. 8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.
- E. 3-Year Limited Warranty for all other parts, including CableCore Products, Swing seats and hangers; Trackride trolleys and bumpers; all rocking equipment, etc. against failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

PART 4 - PRODUCTS

4.1 MANUFACTURERS

- A. Manufacturers:
 - 1. Landscape Structures, 601 7th Street South, Delano, MN 55328. Locally represented by NuToys Leisure Products, 915 Hillgrove, LaGrange, IL 60525, (708)579-9055 or (800) 526-6197.

4.2 PRODUCTS

- A. Basis-of-Design Product: The Drawings and Specifications are based on Landscape Structures, PlayBooster System.

4.3 MATERIALS:

- A. All materials shall be structurally sound and suitable for safe play. Durability shall be ensured

on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield® finish, TenderTuff™ coating, etc. Colors shall be specified.

- B. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless-steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.
- C. Decks: All decks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be minimum of (4) slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement necessary to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be TenderTuff-coated brown or gray only. Decks shall be designed so that all sides are flush with the outside edge of the supporting posts.
- D. Rotationally Molded Polyethylene Parts: These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV-stabilizing additives. Wall thickness varies by product from .187" (3/16") to .312" (5/16"). Eleven standard colors available.
- E. Permalene® Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Five standard solid colors are available. Some Permalene® parts are available in a two-color product with (2) .100" thick exterior layers over a .550" interior core of a contrasting color. Eight standard two-color options available.

- F. Recycled Permalene® Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2) .100" thick colored exterior layers over a .550" thick 100% recycled Black interior core. Eleven standard color options available.
- G. Hardware Packages: All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number, and work order number.
- H. Installation Documentation: All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

4.4 COMPONENTS

PlayShaper Component System

1	152432A	ABC Climber 48"Dk DB
1	143200A	Conical Climber DB
1	153020B	Curved Transfer Module 40"Dk Left DB
2	111237A	Square Tenderdeck
1	144984A	Storefront Panel
1	117946A	Wire Barrier
1	178768A	Double Swirl Poly Slide 48"Dk DB
1	132117B	SlideWinder2 40"Dk DB 1 Left
1	139268A	Offset Crawl Tunnel 8"Offset
2	111397C	106"Post DB
4	111397B	114"Post DB
2	111397A	128"Post DB

PlayBooster Component System

1	126194A	Fish Net DB
1	148432A	Corkscrew Perm Handholds 32"Dk DB
1	152908D	Deck Link w/Handrails 4 Steps
1	145109A	Funnel Net Climber DB
2	145251A	Funnel Net Climber Handhold Panel
1	145249A	Funnel Net Climber Long Brace
3	145248A	Funnel Net Climber Short Brace
1	145250A	Funnel Net Climber Vertical Ladder
1	145624D	Vertical Ascent 72"Dk
1	116249A	Vertical Ladder 32"Dk DB
1	116249D	Vertical Ladder 72"Dk DB
1	152911A	Curved Transfer Module Right 32"Dk DB
3	111228A	Square Tenderdeck
1	116244A	Pipe Barrier Above Deck
1	111357A	Chinning Bar Alum DB
1	141886B	Access/Landing Assembly Rails Barrier Right 32"Dk
1	119430A	Overhead Parallel Bars/Horiz Lad Connected Between Decks
1	118110A	Square Poly Roof Custom Logo Panels
1	130390A	Double Swoosh Slide 72"Dk DB
1	131437A	Wave Poly Slide 72"Dk DB
1	111404F	108"Alum Post DB
6	111404E	116"Alum Post DB
3	111404C	132"Alum Post DB
4	111404A	148"Alum Post DB
4	111403A	182"Alum Post For Roof DB
2	120710A	Pod Climber 8" DB

6 PLACE SINGLE POST SWING

3	174018A	Belt Seat Proguard Chains 8' Beam
2	176038A	Full Bucket Seat Proguard Chains 8' Beam
1	177351A	Molded Bucket w/Harness Proguard Chains 8' Beam
1	177332A	Single Post Swing Frame 8' Beam
2	177333A	Single Post Swing Frame Addtl Bay 8' Beam

INDEPENDENT

2	123831A	SuperScoop DB Only
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4.6 FINISHES

- A. TenderTuff Coating: Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer with a minimum tensile strength of 1700 psi and a minimum tear strength of 250 lbs/inch. Five standard colors available, all with a matte finish.
- B. ProShield Finish: All metal components with ProShield finish shall be thoroughly cleaned and phosphatized through a five-stage power washer. Parts are then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004" of architectural-grade Super Durable polyester TGIC powder is applied. The average ProShield film thickness is .006".
- C. ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:
 - 1. • Hardness (D3363) rating 2H
 - 2. • Flexibility (D522) pass 1/8" mandrel
 - 3. • Impact (D2794) rating minimum 80 inch-pounds
 - 4. • Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater
 - 5. • UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention
 - 6. • Adhesion (D3359, Method B) rating 5B
 - 7. The Paint Line shall employ a "checkered" adhesion test daily.
 - 8. Twenty-six standard colors available.

PART 5 - EXECUTION

5.1 EXAMINATION

- A. Examine the area and conditions of the site. Verify safety zones of all equipment before setting posts in concrete footing.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

5.2 PREPARATION

- A. Verify that all equipment needed for installation has been sent correctly.

5.3 INSTALLATION:

- A. Conform strictly to manufacturer's instructions. Use only experience personnel trained in play equipment installation.
- B. Provide all concrete footings as required. It is the contractor's responsibility to adjust drainage pipe or other new utility locations to accommodate the equipment footings.

5.4 FIELD QUALITY CONTROL

- A. Contractor shall contact manufacturer's representative to review playground installation for accuracy.
- B. Contractor shall notify Architect to review installation for review of overall conformance to specifications and workmanship.

5.5 ADJUSTING

- A. Ensure that adjustments required by inspections are corrected to owner's satisfaction.

5.6 CLEANING AND PROTECTION

- A. Contractor is responsible to protect equipment until accepted by owner.
- B. Consult manufacturer's cleaning instructions.

END OF SECTION

ATTACHMENT C

LIST OF DRAWINGS





DRAKE PARK
Landscape # 1049-1-10

OPTION 2

SLR
landscape
structures



Better playgrounds.
Better world.™
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Proudly presented by:



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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.

APPENDIX 1

PREVAILING WAGE ORDINANCE

VILLAGE OF LINCOLNWOOD
CONTRACT FOR
DRAKE 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

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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:

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- (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
DRAKE PARK PLAYGROUND AND INSTALLATION

BIDDER'S PROPOSAL

Full Name of Bidder ELANAR Construction ("Bidder")

Principal Office Address 1739 Chestnut Ave #500 Glenview IL
60025

Local Office Address _____

Contact Person Ross Burns Telephone 847-657-0406

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

Item #	Item Description	Unit	Unit Price
	Do NOT include removal of equipment		
1	Certified wood chips covering play surface	1	7,570.00
2	Accessible poured in place path to structure	1	5,105.00
3	Purchase new playground equipment	1	50,160.00
4	Install new playground equipment	1	17,045.00

79,880.00

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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*

PROPOSAL

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

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

PROPOSAL

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 7,988.00 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 4th day of September, 2013.

ATTEST:

By: 
Title: President

Elanar Construction
Bidder
By: 
Title: Project Manager

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

VILLAGE OF LINCOLNWOOD
 CONTRACT FOR THE
 2013
 DRAKE PARK PLAYGROUND REMOVAL AND INSTALLATION

BIDDER'S SWORN ACKNOWLEDGEMENT

Ross Burns 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 Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Elanar Construction Co.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Ross Burns</u>	<u>701 Surrey Ln Glenview 60025</u>
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

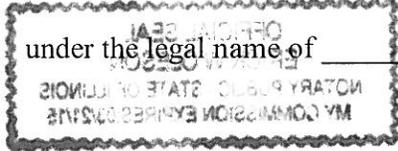
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 _____, 20__.

ATTEST:

Elanar Construction Co
Bidder

By: [Signature]
Title: President

By: Andrew Charleton
Title: Project Manager

Subscribed and Sworn to
Before me this 4th day
of September, 2013

My Commission Expires: 3-21-15

[Signature]
Notary Public



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

Request For Board Action

REFERRED TO BOARD: October 15, 2013

AGENDA ITEM NO:

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of an Ordinance Authorizing the Disposition and Donation of Personal Property Owned by the Village of Lincolnwood

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The playground equipment at Drake Park is rusted, dated and no longer meets the ASTM (American Standard for Testing Materials) safety regulations. It will be removed by the Kids Around the World organization, then donated and reinstalled in another country. Replacement of the playground was bid out in August and a recommendation will be considered by the board at this meeting.

The current equipment was purchased and installed in September of 1993 by NuToys Leisure Products for \$41,080. The total cost of the development of Drake Park, including basketball courts, the shelter, surfacing, railings, and landscaping was originally over \$140,000. Drake Park is the seventh park that will be completed as part of the Playground Replacement Program created in the 2005. There will be five more playgrounds presented for replacement in future years.

FINANCIAL IMPACT:

The Village will not remove the current playground equipment or pay to have a contractor remove the equipment. This is a cost savings of \$800. There is \$110,000 budgeted for the project in the 2013-2014 capital budget.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Unapproved Minutes of the October 8, 2013 Park and Recreation Board meeting

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing the disposition and donation of personal property owned by the Village of Lincolnwood.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2013-_____

**AN ORDINANCE AUTHORIZING THE DONATION OF PLAYGROUND
EQUIPMENT OWNED BY THE VILLAGE OF LINCOLNWOOD**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2013.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
_____ day of _____, 2013

Village Clerk

ORDINANCE NO. 2013-_____

AN ORDINANCE AUTHORIZING THE DONATION OF PLAYGROUND EQUIPMENT OWNED BY THE VILLAGE OF LINCOLNWOOD

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is the owner of certain playground equipment currently located at Drake Park, which equipment is described in detail on **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Village President and Board of Trustees have determined that ownership of the Property is no longer necessary or useful to, or for the best interests of, the Village; and

WHEREAS, Kids Around the World, Inc., of Rockford, Illinois ("**KIDS**"), is an Illinois not-for-profit corporation that provides charitable services to underprivileged children, which services include the construction of playgrounds; and

WHEREAS, the Village desires to dispose of the Property by donating it to KIDS; and

WHEREAS, the Village and KIDS desire to enter into an agreement for the donation of the Property by the Village to KIDS, and for the disassembly and removal of the Property from Drake Park ("**Agreement**"); and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to enter into the Agreement with KIDS and to donate the Property to KIDS, as set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. AUTHORIZATION TO DISPOSE OF PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, Section 8-8-14 of the Municipal Code of Lincolnwood, and the home rule authority of the Village, the Village Board of Trustees declares that ownership of the Property is no longer necessary or useful to, or in the best interests of, the Village. The President and Board of Trustees hereby authorizes the donation of the Property to KIDS in accordance with the Agreement.

SECTION 3. APPROVAL OF AGREEMENT. The Agreement by and between the Village and KIDS is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by KIDS; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage and approval as provided by law

PASSED this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2013.

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

ATTESTED and FILED in my office this
____ day of _____, 2013

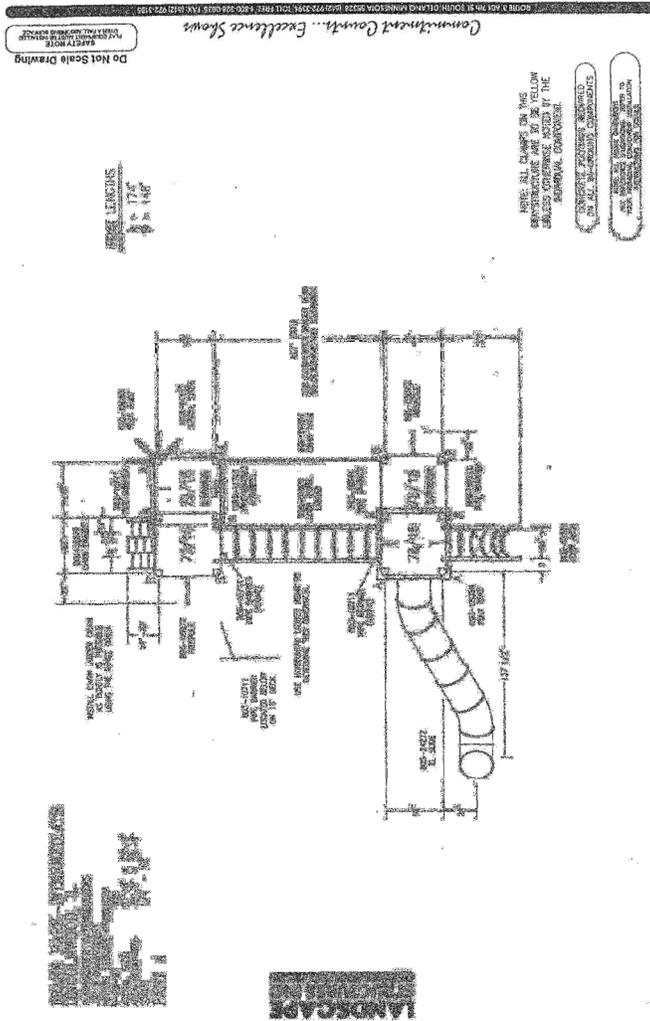
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

#25877310_V1

EXHIBIT A

DESCRIPTION OF THE PROPERTY

- Two main play structures
- One swing bay with six swing attached
- Two sand diggers
- One spring piece of equipment



Request For Board Action

REFERRED TO BOARD: October 15, 2013

AGENDA ITEM NO:

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Consideration of a Recommendation by the Park and Recreation Board to Adopt a Resolution to Authorize the Village Manager to Sign an Agreement to Donate the Drake Park Playground Equipment to Kids Around the World, a Not-for-Profit Organization, that will Disassemble, Remove and Transport the Equipment to be Reinstalled in Another Country

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, Kenneth and Springfield playgrounds have been replaced.

The existing playground equipment at Drake Park, located at 6750 Drake Avenue, is rusted, dated and no longer meets the safety standards adopted by the ASTM (American Standard for Testing Materials). The equipment was originally installed in 1993.

Kids Around the World is a not-for-profit organization that provides recycled playgrounds to countries outside the United States that typically wouldn't have access to a playground. Volunteers disassemble; remove and ship the equipment then reassemble in another country. The Kids Around the World volunteers will come to Drake Park and remove the equipment over several days this fall. Community volunteers are welcome to participate. Many communities have successfully worked with this organization.

FINANCIAL IMPACT:

There is no cost to the Village to donate the playground equipment. The Village will save the cost of having the equipment removed as part of the Drake Park Playground project, which is about \$800.

DOCUMENTS ATTACHED:

1. Proposed Resolution with Agreement
2. Draft Minutes of the October 8, 2013 Park and Recreation Board meeting

RECOMMENDED MOTION:

Motion to approve a Resolution to authorize the Village Manager to sign an agreement with Kids Around the World to donate the Drake Park Playground equipment, including the disassembly and removal of the equipment from the site and transporting to its new location.

Request For Board Action

REFERRED TO BOARD: October 15, 2013

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The existing playground equipment at Drake Park, located at 6750 Drake Avenue, is rusted, dated and no longer meets the safety standards adopted by the ASTM (American Standard for Testing Materials). The equipment was originally installed in 1993.

Kids Around the World is a not-for-profit organization that provides recycled playgrounds to countries outside the United States that typically wouldn't have access to a playground. Volunteers disassemble; remove and ship the equipment then reassemble in another country. The Kids Around the World volunteers will come to Drake Park and remove the equipment over several days this fall. Community volunteers are welcome to participate. Many communities have successfully worked with this organization.

FINANCIAL IMPACT:

There is no cost to the Village to donate the playground equipment. The Village will save the cost of having the equipment removed as part of the Drake Park Playground project, which is about \$800.

DOCUMENTS ATTACHED:

1. Proposed Resolution with Agreement
2. Draft Minutes of the October 8, 2013 Park and Recreation Board meeting

RECOMMENDED MOTION:

Motion to approve a Resolution to authorize the Village Manager to sign an agreement with Kids Around the World to donate the Drake Park Playground equipment, including the disassembly and removal of the equipment from the site and transporting to its new location.



kids around the world

PLAYGROUND EQUIPMENT DONATION AGREEMENT

This agreement is entered this date between Kids Around The World, Inc., 2424 Charles St., Rockford, IL 61125 (hereinafter referred to as “KIDS”) and _____ (hereafter referred to as “Donating Organization”).

KIDS, an Illinois not-for-profit corporation, registered in Illinois at the above address performing charitable programs including building playgrounds for children in underprivileged locations, desires to Acquire as a donation, the below identified used playground equipment from the Donating Organization (hereafter referred to as the “Equipment”).

In consideration for the donation of the Equipment from the Donating Organization, KIDS agrees to the following:

DISCLAIMER: KIDS acknowledges and agrees that the Donating Organization is neither a manufacturer nor a vendor of the Equipment, that KIDS takes the Equipment and each part thereof “as-is” and that the Donating Organization has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to compliance with any and all applicable guidelines or regulations, including, but not limited to ASTM and CPSC, the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever or in connection with or for the purposes and uses of KIDS, or as to the absence of latent or other defects whether or not discoverable, or as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by KIDS and the Donating Organization shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the Equipment and the maintenance thereof. KIDS acknowledges that KIDS has selected the Equipment KIDS is acquiring from the Donating Organization based on KIDS’ own judgment and the Donating Organization hereby affirmatively disclaims reliance on any oral representation concerning the Equipment made to KIDS.

INSURANCE REQUIREMENTS: KIDS shall maintain insurance of the types and in the amounts listed below.

A. Commercial General Liability Insurance

KIDS shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The _____ shall be included as an additional insured under the CGL insurance form.

B. Business Auto Liability Insurance

If applicable, KIDS shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

C. Workers Compensation Insurance

Kids will maintain a worker's compensation insurance policy to cover all of the Kids employees with a minimum employer's liability limit of \$100,000 / \$500,000 / \$100,000.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to removal of the Equipment, KIDS shall furnish _____ with a certificate(s) of valid insurance meeting the above noted requirements.

E. Compliance with Laws

KIDS agrees to perform and complete the disassembly and removal of the Equipment from its present location in Drake Park, Lincolnwood, Illinois, in accordance with all applicable laws and regulations.

The donated equipment included in this agreement includes: _____

_____.

Representative of KIDS AROUND THE WORLD, INC.

Representative of the DONATING ORGANIZATION

DATE

DATE



DIRECTOR'S REPORT

October, 2013

Jan Hincapie, Director of Parks and Recreation

jphincapie@lwd.org

Accreditation...WE DID IT!

I am incredibly pleased to announce that our Department met the requirements for accreditation during our evaluation on Friday, September 27. We have one item on the agenda for Tuesday's meeting and then we are done! Thank you to all of our staff for their contribution to this process over the past three years. We also thank the staff of other departments that helped; Bob Merkel of Finance, Chuck Meyer and Doug Petroschius of Administration and Ashley Engelmann of Public Works. The minimum score needed was 440 and we received 470.

This new designation shows that we are operating our department at the highest standard, as established by the Illinois Association of Park Districts and the Illinois Park and Recreation Association. We are the only municipality to go through this accreditation program since it was changed a number of years ago from the Distinguished Agency Program. We are very proud to work for the Lincolnwood Parks and Recreation Department! The certification plaque will be awarded at the Friday luncheon of the IPR Conference on January 24 at the Hyatt Regency Chicago. We hope you will join us for this exciting moment in Lincolnwood history.

Staff Change

Jan Springer Wu has resigned from the position of Superintendent of Recreation, effective October 17. The good news is she will stay with the department in the part-time role of Community Outreach Coordinator, the position previously held by Genelle Iocca. Jan's responsibilities will include sponsorships and community partnerships, publicity and marketing, special events and seniors. We are fortunate that Jan will assist us with the transition to a new Superintendent of Recreation.

Turkey Trot

This year's event is planned for Sunday, November 24. Solicitation is underway for product and monetary sponsors. We are in need of sponsors, so if you have any contacts

with potential local, regional or national sponsors, please let me know! Registration is live at active.com. If you are interested in volunteering please let us know.

National Recreation and Parks Congress

I will be attending the NRPA Congress from October 7-11, 2013. Andy Thurman will be in charge in my absence.

Illinois Parks and Recreation Conference

The annual Illinois Parks and Recreation Conference will be held Thursday through Saturday, January 23-25, 2014 at the Hyatt Regency Chicago. If any members of the Board are interested in attending either for a day or the full conference, please let Chris Quill know by Friday, November 7, 2013.



Superintendent of Recreation Report

Jan Springer Wu, CPRP

October 2013

jwu@lwd.org

Department Communication

- **Facebook**

Our Facebook presence remains strong. We have 458 followers. We will be using Facebook to do daily promotions of Turkey Trot, Ghostly Get Together and Polar Express Trolley Tour among other programs and department updates.

- **Website**

Trainings are taking place on the new operating system for the redesigned website. The new site should be up and running within the next two weeks.

- **Constant Contact**

We have 3,991 current contacts, and our emails are greatly exceeding industry average of 20% for open rates. The following items were sent out during the past month with open rates listed for each:

1. **Kayaking in Lincolnwood Program Survey (100%)**
2. **September Birthday Party Survey (100%)**
3. Touch-a-Truck Promotion (46%)
4. Turkey Trot Registration Reminder (44%)
5. Zumbatomic Promotion (35%)
6. Learn to Kayak (25%)
7. ADA Action Plan Update and Public Meeting Invitation (14%)

Winter/Spring Brochure

Staff is completing files for the Winter/Spring brochure. We hope to have this publication out the first week in December.

37th Annual Turkey Trot – November 24, 2013

Turkey Trot registration continues to come in slowly both online and in person. To date (10/4/13) we have 142 registered via Active.com and 16 through RecTrac. Now that the accreditation process is wrapped up, staff will focus on Turkey Trot promotion and preparations so we reach our target of 2,000 participants. We only need 1,858 more to register!

Social Club

The November/December senior newsletter will be mailed the week of October 7. Activities planned for this two month period include Lunch Bunch at the White Eagle and Lone Tree Manor, City-Style Lunch Bunch at Del Frisco's, Old Jews Telling Jokes at the Royal George Theatre, Movie and Lunch – 42 and Happy Chef, Thanksgiving Luncheon, Holiday Party at Via Veneto, Holiday Tea at the Palmer House and The Christmas Schooner at Mercury Theater.

LINCOLNWOOD PARK PATROL-OVERVIEW

September 2013 was both cold and warm but Park Patrol made their presence known in the various parks as well as the “bike” squad was on duty patrolling their areas. Our shifts were ended early according to the weather and the participants using the facilities.

1. All the parks were rather busy during the day until the sun would go down at which time they started to empty out.
2. A broken fence in **Proesel Park** was found near the swings and slide area. This information was reported to Andy Thurman who had Public Works remove the fence and order new parts.
3. Park Patrol assisted Queen of All Saints in **Proesel Park** with their football games making sure that that the games were following the rules of teamwork and sportsmanship.
4. A wallet was found by Park Patrol in **Proesel Park** belonging to a resident of Lincolnwood. The wallet was given to the Police Department wherein the owner was notified and returned
5. The cart that the Park Patrol uses in **Proesel Park** to properly check the areas was broken. Andy Thurman was notified and repairs were made.
- 6 On September 10, the weather was very hot. Park Patrol drove the cart around **Proesel Park** offering cold water to anyone and everyone in the park.
- 7 Fall Baseball games have begun in **Proesel Park** and Park Patrol sets up and takes out all the bases that are used and assists wherever and whatever is needed.
8. Whenever there are picnics in **Proesel Park** , Park Patrol check their permits and make sure the Shelter Area is clean when they wind up..

Vic Kast Park Patrol Supervisor

Playground Inspection Report Summary

Date(s) of Inspection: September 30, 2013

Inspector: Andy Thurman

Hazard Ranking System

- #1 – Condition should be corrected immediately, hazard level high
- #2 – Condition should be corrected as soon as possible, hazard level low
- #3 – Condition is aesthetic, brings the appearance of the park down
- #4 – ASTM Standard, will be fixed when the park is remodeled

PROESEL PARK

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#2	PW		Please use the patch kit and repair poured and play

KENNETH PARK (Equipment New 2009)

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#2	PW		Bolts on the blue handles near the south end of the park are loose. The handles are near the staircase. Please let me know if you have questions.

KILDARE PARK (Equipment New 2007)

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#2	PW		Please change the bolt links on the swings

GOEBELT PARK (Equipment new 2007)

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
			Nothing to report September 2013

O'BRIEN PARK

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
#2	PW		Please change the bolt links on the swings

ROSSI PARK (Equipment New 2009)

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
			Nothing to report September 2013

COLUMBIA PARK (Equipment New 2006)

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
			Nothing to report September 2013

CENTRAL PARK

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
			Nothing to report September 2013

DRAKE PARK

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
			Drake Park is being replaced fall of 2013

SPRINGFIELD PARK (Equipment New 2013)

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
			Nothing to report September 2013

G.G. ROWELL PARK

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
	Nothing to report	September 2013	

FLOWERS PARK

<u>Rank</u>	<u>Reported</u>	<u>Fixed</u>	<u>Description</u>
	Nothing to report	September 2013	



Community Center Program Supervisor Report

Katie Smith Gamroth

October 2013

ksmith@lwd.org

Club Kid

Club Kid has gone through a variety of changes this school year. We are currently looking for a new program director; which will be our third director for the program this year. We were very fortunate to have Maria, our director, from last year join us for just a few weeks before her wedding. Michelle Meiri our summer camp coordinator then jumped in to fill the spot and has been doing an amazing job the past few weeks, however she has accepted a full time position elsewhere. Tuesday October 8th will be her last day with the program. We have the position posted and have reached out to the colleges in the area. We are confident we will find someone great who will be able to stick around for more than a few weeks.

Community Center

The Community Center currently has 11 weekend rentals booked in October. The large room has 10 of those rentals bringing in over \$3,500. While the revenue is down from October rentals in 2012 the total number of bookings remains on track. The reason for the revenue decrease in 2013 is that the booked rentals in 2013 are without the alcohol fee.

A new fall program in the Community Center is the D'Original Jazz Dance program. This program is off to a great start. Working with the D'Original Jazz Dance Group we have converted Friday evenings (a slow rental day for the Community Center) into an evening for all to dance. In the first four classes we have had an average of 50 participants pay to drop in to dance for the evening. The dance group has been a great addition to the programs that are offered at the Community Center generating over \$2,000 in the first four classes.

Fitness Classes

The Community Center is pleased to offer fitness classes Monday-Thursday evenings and Sunday morning at the Community Center. All fitness class numbers have been slowly increasing from the summer sessions. We are close to hitting the max number in our resistance class and are looking at options of adding another type of resistance class day during the week. *Enrollment numbers as of 10/1/2013 at 1:15pm*

Sunday Zumba	Tuesday Zumba	Ripped	Yoga	Tai Chi
24	14	25	15	15