

INVITATION TO BID

SPECIFICATIONS AND INSTRUCTIONS FOR:

OAK FOREST PARK DISTRICT

VERGNE WAY PARK PLAYGROUND PROJECT – 2026

BID OPENING ON: TUESDAY, SEPTEMBER 1, 2026
TIME: 2:00 P.M.

LOCATION OF BID OPENING:

OAK FOREST PARK DISTRICT
15601 CENTRAL AVE.
OAK FOREST, IL. 60452

ANY QUESTIONS, PLEASE CALL:

DAVE BENEVENTI
SUPERINTENDENT OF MAINTENANCE
(708) 323-0282

INVITATION AND INSTRUCTIONS TO BIDDERS

1. The Oak Forest Park District (the “District”) issues this invitation for sealed bids to be submitted by contractors for park and play area improvements at Vergneway Park (the “Project”).

2. Bids shall be submitted by hand-delivery to the Oak Forest Park District, 15601 S. Central Avenue, Oak Forest, Illinois 60452, ATTN: Kirstin Dahm, in a sealed envelope no later than 2:00 P.M. on September 1, 2026. The submission shall be addressed to the District, identify the Project as the Vergneway Park Playground Project, and shall identify the name, address and telephone number of the contractor. Bids submitted by facsimile or email will not be accepted.

3. Bids shall conform to the instructions of this invitation and other Contract Documents, and shall be submitted on original forms provided by the District. Each bid shall include completed and executed Bid Security. All documents required to be signed as a part of the bid shall be executed by a representative authorized to make a binding commitment on behalf of the contractor. Contractors shall list the names, addresses and phone numbers of at least three (3) references where work of a similar nature and scope has been performed. Incomplete bids may be deemed unresponsive and may be rejected by the District in its discretion.

4. All bids will be opened and announced publicly at 2:00 P.M. on September 1, 2026, at the Oak Forest Park District building, 15601 S. Central Avenue, Oak Forest, Illinois 60452. The Board of Park Commissioners of the District will award the contract at a regular board meeting held no later than sixty (60) days after bid opening.

5. Specifications and other contract documents will be available for contractors at Oak Forest Park District building, 15601 S. Central Avenue, Oak Forest, Illinois 60452.

6. Each contractor shall visit the location(s) of the Project and fully acquaint itself with conditions as they exist so that it fully understands the facilities and the difficulties and restrictions affecting performance under the Contract Documents. Each contractor shall thoroughly examine and be familiar with the specifications of the scope of the Project. The failure or omission of any contractor to receive or examine any form, instrument, or to visit the Project location(s), and acquaint itself with conditions there existing shall in no way relieve any contractor from any obligations with respect to its bid. By submitting a bid, the contractor agrees and warrants that it has examined the location(s) of the Project and written specification, and where the specifications require in any part of the work that a given result be produced, that the specifications are adequate and the required result can be produced under the specifications.

Project Location:

VERGNE WAY PARK, 15330 LAVERGNE AVE, Oak Forest, IL

7. Bids may be withdrawn prior to the expiration of the bidding period, but any such withdrawal shall disqualify the contractor from the Project. No bid shall be withdrawn after the bid opening until the earlier of the consent of the District or sixty (60) days following the expiration of the bidding period, as may be extended.

8. Each contractor submitting a bid shall include a cashier's check, certified check or bid bond (AIA Document A310) guaranteeing its offer to contract with the District if awarded the same and to perform and complete said work in accordance with its bid and the Contract Documents. The security shall be made payable to the District, without condition, in an amount of no less than ten percent (10%) of the aggregate bid amount.

9. All questions about the Project shall be emailed to Dave Beneventi at dbeneventi@oakforestparks.org. To the extent answered, questions and answers will be made public for use by all contractors.

10. The Project calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* (the *Act*). The Act requires contractors and subcontractors to pay laborers and workers performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates>.

11. This invitation shall not create any legal obligation on behalf of the District to evaluate any bid that is submitted by a contractor, or to enter into any contract with a contractor submitting a bid. The District reserves the right to (1) cancel or modify this invitation or the contract documents in whole or in part; (2) reject any or all bids submitted; (3) waive non-material formalities and technicalities deemed appropriate; (4) postpone bid opening; (5) issue an invitation for new bids; and/or (6) award the contract for the Project in whole or in part, or to one or more contractors.

BID FORM

Vergneway Park: Playground Area Only

A: Install (1) Custom Little Tikes Commercial Traditional Play & KidBuilders Playstructure & Independents listed below, or equal.

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>
5-12 Year Olds Play Equipment		
1	200006956	Deck to Concrete Transition Plate
1	200006959	Deck to Post mounting bracket (to simulate a deck edge where there is none)
1	200007097	Counter Panel, adjustable, below deck only
1	200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)
4	200013795	KB 120" POST W/ CAP
1	200013798	KB 136" POST W/ CAP
4	200013801	KB 176" POST W/ CAP
3	200013808	KB 96" POST W/ CAP
1	200013810	KB 148" POST W/ CAP
2	200013924	Safety Loop Assembly
1	200023510	Find-The-Dino/Maze, Arched Top, post mount
1	200069056	KB 186" POST W/ CAP
1	200069058	KB 213" POST W/ CAP
4	200092591	Stepping Stones – sold singly
1	200200015	Deck-to-Deck Bumby Climber 1220mm (48") Deck-to-Deck Steps, 1016 mm (40"), w/safety rails (small hole)
1	200200403	
1	200200530	KIT MAINTENANCE KB W/PAINT W/O LIST
1	200201085	Challenge Ladder straight, 1830 mm (6')
1	200202051	3-D Rock Challenge Wall 96"
1	200202105	Hypersonic Slide (96")
1	200202380	Leaf Roof – 2 Parts Fully Assembled – KB
1	200202502	KB Deck Rest Small Hole 11GA
2	200202503	KB Deck Square Small Hole 11GA
1	200202563	KB Transfer Station 1220 SFTY RL (SM HL) 11GA
1	200202851	NU-Edge Stacked Timber Balance Beam
1	200203340	Quad Rope Tower 8' Deck
1	200203389	Double Wide Slide w/Slalom Hood 48"
1	200203633	Unlimited Play Simon Says Panel – Deck Mount – KB
1	200203713	Tree 3D Post Topper
3	200203766	NU-Edge Birch Tree Canopy F/KB
1	200203924	MINI GLIDING GEARS INSERT
1	200203925	MINI MAKE IT RAIN INSERT
1	200203928	MINI ROTO MAZE INSERT
1	200203929	MINI COLOR WHEEL KALEI INSERT
1	200203943	UP 8' RAMP W PLAYFUL BARRIERS F/KB
1	LTP2030M	Inchworm Climber

ALSO

2	200202835	ASSY BELT SEAT F/8' SWING W/CHAIN
1	200202836	ASSY TOT SEAT F/8' SWING W/CHAIN
1	200203413	Revolution Inclusive Spinner
1	200203423	Generation Swing
1	LT0930	3.5" 2 Seat Arch Swing
1	LT0932	3.5" 2 Seat Arch Swing Add-A-Bay
1	LT0940	3.50" OD Arch Swing Add-A-Bay (Multi-User)

ALSO

49	100001231	Kid Timber Panel 1830 mm (6') (Black)
1	100011002	Access Ramp for Kid Timber (Black)

ALSO

1	787Z	RISK MANAGEMENT SIGN – ENGLISH
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ALSO

1	105295	BAG ZIPLOC 12"X14"
3	200111492	Label Identification stamped w/rivets
5	200305597	14' LARGE CRATE (ASSY DOMESTIC)
3	925603	LABEL P/C (5 TO 12 YRS) PPLT
1	925960	THUMB DRIVE 2GB – PPLT
1	926461	LABEL, GENERATION SWG, 2YR-12YR, LT
1	INSTALL BOOK	INSTALL BOOK FOR PP ORDERS

Additional Notes:

- Remove and dispose of existing Engineered Wood Fiber surfacing and wooden border timbers.
- Install (49) 6' KidTimber Border Panels and approximately 80 cubic yards of new ASTM certified Engineered Wood Fiber to a depth of 14".
- Any spoils from new footings to be hauled off or used on site
- Secure site with orange snow fence or similar throughout construction.
- Contractor is responsible for accepting delivery of all equipment and transporting it to the park site.

A. Installation

\$ _____
Total Installed Cost

B. Removal & Disposal of all Existing Play Equipment, Footings, Timbers, & EWF

\$ _____
Total Cost

C. Seed & refurbish any areas worn/damaged during the project.

\$ _____
Total Cost

Note: EWF to be at top of border level upon completion.

Total of Vergneway Park Line Items A, B, & C above:

\$ _____

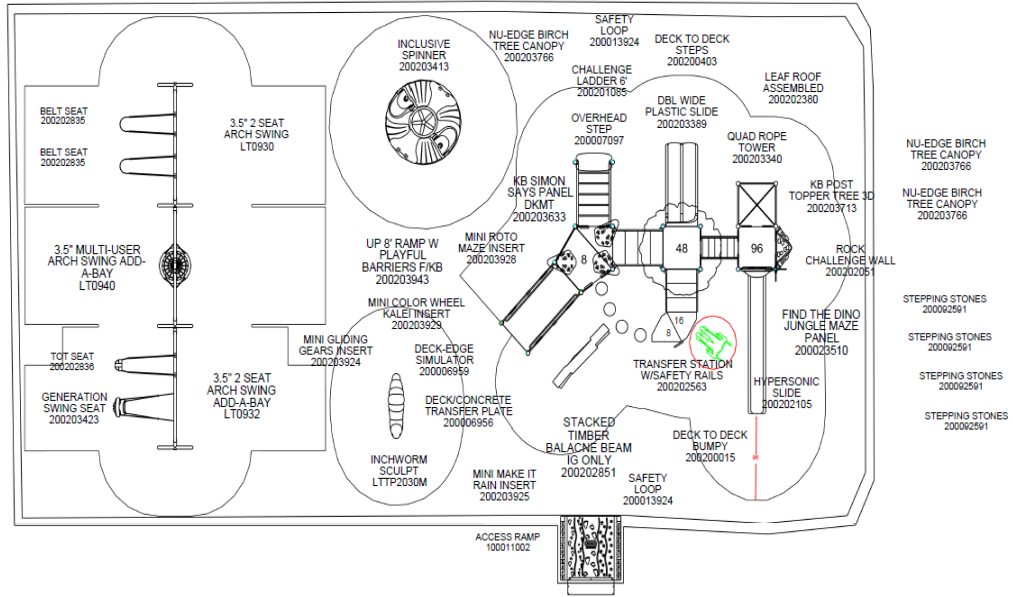
GENERAL NOTES

AGE GROUP

☐ 2-5YRS ☒ 5-12YRS ☐ 12-17YRS ☐ 18YRS

1. THE AMERICAN WITH DISABILITIES ACT (ADA) MAY REQUIRE THAT YOUR PRIVATE PLAYGROUND BE ACCESSIBLE WHEN VIEWED IN ITS ENTIRETY. PLEASE CONSULT YOUR LOCAL COURTESY TO DETERMINE IF THE ADA APPLIES TO YOU. FOR PLAYGROUND EQUIPMENT TO BE CONSIDERED ACCESSIBLE AREAS.
2. ALTHOUGH A PARTICULAR PLAYGROUND DESIGN MAY NOT MEET THE PROPOSED ACCESS BOARD REGULATIONS IN REGARDS TO THE APPROPRIATE NUMBER OF GROUND LEVEL EVENTS THE ACTUAL PLAYGROUND MAY BE IN COMPLIANCE WHEN CONSIDERING EXISTING PLAY COMPONENTS.
3. ALL DECK HEIGHTS ARE MEASURED FROM TOP OF GROUND COVER.
4. FALL ABSORBING GROUND COVER IS REQUIRED UNDER AND AROUND ALL PLAY EQUIPMENT.
5. THE MINIMUM RECOMMENDED FALL ZONE AROUND THE ENTIRE PLAYSTRUCTURE IS 9 FEET. THIS ZONE IS TO BE FREE OF ALL TRIPPING OR COLLISION HAZARDS (I.E. ROOTS, ROCKS, BORDER MATERIAL, ETC.).
6. ALL POST LENGTHS ARE IDENTIFIED BY TEXT SHOWING THE POST LENGTH (I.E. 8' REPRESENTS A 8' POST).
7. NOT ALL EQUIPMENT MAY BE APPROPRIATE FOR ALL CHILDREN. SUPERVISION IS REQUIRED.

AGE GROUP	5-12 YRS
ELEVATED PLAY ACTIVITIES - TOTAL	0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	3
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	1
GROUND LEVEL ACTIVITY TYPE	7
GROUND LEVEL ACTIVITY TYPE	20
GROUND LEVEL QUANTITY	2



PROJECT:
Vergneway Opt 1 Copy
ADDRESS2
LTCPS REP:
Grace Gozder
AGENCY
PHONE

GROUND SPACE: 73'-6" x 51'
PROTECTIVE AREA: 88' x 47'

DRAWN BY: Grace Gozder
DATE: 06/30/2026
PROJECT: 26010952

LTCPS - FARMINGTON
878 EAST HIGHWAY 60
MONETT MO 65708
VOICE: 1-800-325-8828
FAX: 417-354-2273

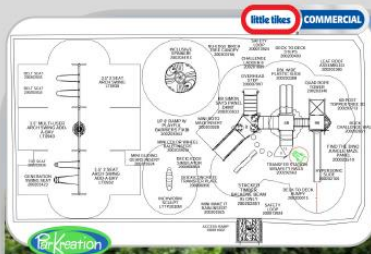
PLAYGROUND LAYOUT COMPLIANCE:

- ☒ ASTM F1487 - PLAYGROUND EQUIPMENT FOR PUBLIC USE
- ☒ CPSC HANDBOOK FOR PUBLIC PLAYGROUND SAFETY

☒ THIS PLAYGROUND DESIGN MEETS THE FINAL ACCESS BOARD REGULATION.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPMA CERTIFIED. THE USE AND LAYOUT OF THE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.



Vergne Way Park Option 1

OAK FOREST
PARK DISTRICT



Basket Swing



Generation Swing



Challenge Ladder



Revolution Spinner



Caterpillar



Playful Barriers



Simon Says



Generation Swing



Rock Wall



Rope Tower



SUMMARY SHEET

TOTAL COST OF VERGNEWAY PARK \$ _____

_____ Our Bid is in strict accordance with the enclosed specifications.
We have made no substitutions.

_____ Our Bid is not in compliance with the enclosed specifications,
but we would like you to consider our alternative.

Company Name: _____

Signature: _____

Name: _____

Position: _____

Date: _____

***PLEASE PROVIDE PHOTOS, SPECIFICATIONS, CATALOG CUTS AND LOCAL
LOCATIONS WHERE WE CAN SEE INSTALLATIONS OF YOUR ALTERNATE ITEMS.
BE VERY SPECIFIC AS TO THE TYPE OF MATERIALS THAT YOU ARE BIDDING.
LIST ALL OF THE INDIVIDUAL ITEMS THAT ARE BEING SUBSTITUTED WITH
DIMENSIONS, SIZES, ETC

CONTRACTOR'S REFERENCES

Below are listed at least three (3) references where we have performed work of a similar nature and scope to that described in this bid.

1. _____

2. _____

3. _____

Name of Company or Firm Providing Bid

Signature of Company Officer

Title

Address

City

State

Zip

Phone

Date

KIDBUILDER AND TRADITIONAL PLAY SPECIFICATIONS

OAK FOREST PARK DISTRICT – OAK FOREST, ILLINOIS

Playground Equipment

PART 1 – GENERAL

Description:

- 1.1 OE26012440 Vergneway Option 1
- 1.2 Quality Assurance:
 - 1.2.1 Equipment and Design Qualifications:
 - 1.2.1.1 All playground equipment shall comply will all the requirements of CPSC, ASTM, ADA and will be IPEMA certified.
 - 1.2.1.2 All safety fall zones shall be determined in accordance with ASTM 1487-07 and CPSC Handbook for Public Playground Safety Publication number 325. All playground equipment designs shall be evaluated and signed off by a NPSI certified playground inspector.
- 1.3 Manufacturer Qualifications:
 - 1.3.1 The manufacturer of the playground equipment must carry a minimum of 10 million dollars of liability insurance with an AM best rating. The manufacturer of the playground equipment must have a minimum of 10 years experience in manufacturing commercial playground equipment.
- 1.4 Applicable Standards
 - 1.4.1 ASTM F1487-07
Standard consumer performance specification for playground equipment for public use.
 - 1.4.2 CPSC Handbook for Public Playground Safety, publication number 325.
 - 1.4.3 CSA Z614-20
 - 1.4.4 EN 1176-98 (if requested)
European Standard for Playground equipment
 - 1.4.5 All manufactured components must be IPEMA certified
International Playground Equipment Manufacturers Association.

PART 2 – PRODUCTS

2.1

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- 2.2 Manufacturer: PlayPower Operations, Monett, Missouri
- 2.3 General Equipment Specifications:
- 2.3.1 Plastic Caps shall fit snugly into 127 mm (5") and 33 mm (1.315") tube ends and shall be injection molded Low Density Polyethylene. This plastic shall be stabilized against ultraviolet (UV) degradation and shall have color molded in. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.
- 2.3.2 Aluminum Caps shall fit snugly into 127 mm (5") tube ends. The Aluminum cap shall be made from SAE 413 aluminum with a minimum wall thickness of 4 mm. Prior to insertion into the post, all caps shall be painted per PPLT PAINT Specification. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.
- 2.3.3 PPLT PAINT Specification: Primer shall be electrostatically applied and cured in an infrared oven. Paint shall be an electrostatically applied polyester TGIC (triglycidyl isocyanurate) powder coating which shall be cured at temperatures between 400 and 500 degrees Fahrenheit. The thickness of the combined primer/paint shall be between 5 mils and 11 mils. The polyester powder shall comply with ASTM standards: D-2794 (Impact Resistance Test), B-117 (Salt Spray Resistance Test), G26 (Weatherability Test), and D3359B (Adhesion Crosshatching Test).
- 2.3.4 PlayPower Operations ROTO Specification: Rotationally Molded Plastic Parts shall be molded from linear low density polyethylene with ultraviolet (UV) light stabilizers, anti-static guard (for Molding purposes) and color molded in. This material shall comply with ASTM-D-790 (Flex Modulus), ASTM -D-638 (Tensile Strength), ASTM-D-648 (Heat Deflection Temperature), ARM-STD (Low Temperature Impact) and rated UL 94.
- 2.3.5 PPLT PVC Specification: Textured Poly-Vinyl-Chloride coating shall be an average of 3 mm (.125") thick. Poly-vinyl-chloride coating shall be oven cured and textured for added traction when wet or dry.
- 2.3.6 Hardware: Bolts, Nuts, Screws, Threaded Spacers, Washers and Other Hardware used in the assembly of components shall be metric stainless steel and tamper resistant. All necessary hardware shall be provided.
- 2.3.7 Deck Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp attachment bracket shall be formed from 11 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.
- 2.3.8 Rail Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO

steel. Clamps shall have a minimum 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.

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

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

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

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

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

PART 3 – EXECUTION
NOT USED

END OF SECTION

**OAK FOREST PARK DISTRICT
COOK COUNTY, ILLINOIS**

CONTRACT FOR THE VERGNEWAY PARK PLAYGROUND PROJECT

Prepared By:

Joseph Cainkar
Louis F. Cainkar, Ltd.
30 North LaSalle Street, Suite 3430
Chicago, IL 60602
312/236-3985
joe@lfcld.net

CONTRACT FOR VERGNE WAY PARK PLAYGROUND PROJECT

THIS CONTRACT (the *Contract*), is made and entered into as of this August __, 2026 (the *Effective Date*), and executed by each of the undersigned parties by their duly authorized officers below, by and between the Oak Forest Park District (the *District* or *Owner*), and _____, an _____ (the *Contractor*) (collectively, the *Parties*).

Section 1. Contract Documents. The Contract Documents consist of this Agreement, the Invitation and Instructions to Bidders, Bid Form, Contractor's Certification, KidBuilder and Traditional Play Specifications, and required insurance documentation, performance and labor and material payment bonds, to the extent necessary. Each of the Contract Documents shall constitute integral part and essential document governing the relationship of the Parties with respect to Vergne Way Park Playground Project (the *Project*). The Contract Documents shall be harmonized to the greatest extent possible, resolving any conflict in a manner that is most beneficial to the District. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

Section 2. Work. The Contractor shall execute the entire work described in the Contract Documents in a good and workmanlike manner, in accordance with industry standards, and in compliance with the Contract Documents and applicable laws. The Contractor shall leave the site clean and free from debris. Concrete, asphalt and trash shall be disposed of off-site at the contractor's expense.

Section 3. Commencement. The date of commencement of work on the Project by the Contractor shall be determined and agreed by the parties, but no later than October 1, 2026 unless agreed to by both parties.

Section 4. Completion. The Contractor shall complete the entire work (excluding annual inspection/testing work) consisting of the Project no later than **sixty (60) days** following the execution of this Agreement.

Section 5. Extensions. Extensions of time will not be granted for delays caused by inadequate construction force (except delays caused by strikes) or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to ensure delivery when needed.

Section 6. Extension Claims. The Contractor agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the Owner or any of its representatives, or because of any injunctions which may be brought against the Owner or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

Section 7. Contract Amount; Alternates. The lump sum bid of _____ provided by the Contractor on Bid Form shall be the contract amount (the *Contract Amount*) for the Project and all work performed under the Contract Documents. No greater amount shall be due to the Contractor, or incurred by, or charged to, the District, whether or not asserted by the Contractor except that items specified to be paid on a force account basis shall be in addition to the Contract Amount. No work to be paid on a force account basis shall be authorized or commenced without a written amendment to the Contract Documents.

Section 8. Permits and Licenses. The Contractor shall acquire any and all permits/licenses/bonds (the *Governmental Approvals*) necessary for the Project as required from each of the following governmental authorities, as may be applicable, prior to commencing work on the Project: City of Oak Forest, County of Cook, State of Illinois, and such other governmental authorities as may be applicable. All permits shall be in the name of the District. No work shall be commenced until governmental approvals are acquired. It shall be Contractor's responsibility to manage the governmental approval process in each

jurisdiction so as to allow a single integrated Project continuous in time, and without delays. All Governmental Approvals shall be acquired by the Contractor at its own cost and expense.

Section 9. Location and Protection of Utilities. Contractor is notified that there may be existing underground and above-ground public and private utilities at the Project location(s). It shall be the Contractor's responsibility to inspect each location, identify the existence and location of all utilities, contact the owners thereof for notification of vertical/horizontal separations, and other safety requirements required by the owners of such utilities, and observe such requirements as necessary at all times. The Contractor shall notify J.U.L.I.E. (811) at least 48 hours prior to any excavation to verify locations of all utilities. Existing public utilities, such as water mains, sewers, gas lines, street lights, telephone lines, electric power lines, cable television, etc., shall be protected against damage by Contractor. The Contractor must maintain all utility services which may traverse the Project location(s) serving adjacent properties, and any such damage to said utilities shall be repaired at once at the Contractor's expense, so that no adjacent property is without such services.

Section 10. Damage to Utilities. Whenever the Contractor damages an underground utility, the Contractor shall immediately give notice to the owner of the utility, and proceed immediately to make the repairs or make arrangements for the repair of the damaged utility. The Contractor shall pay all costs associated with this work, utilizing the skills of a qualified repair contractors of his own choosing or utilizing his own forces to make the necessary repairs. All utilities shall be repaired immediately so that service is not interrupted any longer than necessary to any residences or businesses affected by the interruption. If a temporary repair is necessary, it shall be done immediately, and if subsequent permanent repairs are necessary, they shall be completed within seven (7) working days. The District will be the sole authority in directing the Contractor as to the extent of work required to correct the damage and as to what repairs need to be completed immediately, and what can be deferred for seven (7) working days. Should the necessary permanent repairs not be done within the time frame stated above, the District reserves the right to make the necessary arrangements to have said repairs made by a different contractor and back charge the Contractor for all costs related thereto. No additional compensation will be allowed for the repair of any underground utilities damaged by the Contractor.

Section 11. Special Conditions.

- (a) The Contractor shall lay out play apparatus with related items prior to installation so that is arrangement and location can be approved by the District.
- (b) Contractor shall furnish, install and maintain safety fencing around the perimeter of the construction from start through completion of the project, and especially upon securing the site at the end of the work day. Orange plastic fencing is approved for this project as long as the Contractors keeps the fencing in place on a daily basis.
- (c) The Contractor shall use ready mix concrete in the play apparatus footings complying with ASTM C 94 requirements for production facilities and equipments. All footings (depths and widths) shall mee the playground specifications of the manufacturer's specification sheets. Bagged Sakcrete or Quikcrete is not acceptable.
- (d) The Contractor shall power wash all equipment and touch-up (painting) any minor scratches or marks upon completion of installation.
- (e) Punch-list items shall be addressed by Contractor satisfactory to the District's discretion prior to the required date of completion.

Section 12. Sales Tax Exemption. The Contractor shall be permitted to use the District's name and sales tax exemption identification number to purchase materials or rent equipment to be incorporated in the Project. The Contractor's bid reflects the use and applicability of such sales tax exemption. The use of District's information for other projects is prohibited, and shall constitute grounds for termination of the Contract, without opportunity for cure, and disqualification from future projects of the District.

Section 13. Inspection of Project Location(s). The District and any other governmental authorities issuing permits or licenses for the Project shall have the right and authority at all times during construction hours to access the Project location(s) to inspect the progress of the Contractor's work.

Section 14. Safety. The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926), applicable provisions and regulations of the Occupational Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (Revised), and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of American as applicable. The Contractor and District shall each be responsible for his own respective agents and employees. The Contractor is responsible for carrying out all safety and health regulations on the Project location(s) for his own respective agents and employees and to insure the safety of the general public.

Section 15. Contractor Payment. Applications for payment shall be submitted by the Contractor to the Owner for each calendar month and each application for payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the contract documents. The schedule of values shall allocate the entire contract sum among the various portions of the Work and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. All applications for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. Applications for payment shall include a sworn Contractor's Statement with waivers of liens and certified payroll records, as required by the Illinois Prevailing Wage Act. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows: (1) Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%); (2) Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%); (3) Subtract the aggregate of previous payments made by the Owner; and (4) Subtract amounts, if any, for which the Owner has withheld or nullified. Not later than the 1st Monday of the month of completion of the entire work, the Contractor shall make an application for payment to the Owner, and the application shall consist of a sworn contractor's statement supported by waivers of lien for all labor and materials being paid. Upon verification that the amount applied for is correct, and that the Work has been completed in accordance with the Contract Documents, the Owner shall pay 90% of the amount due not later than 5 days after the 4th Thursday of that month. Notwithstanding the above, when the Work is 50% complete, the amount held in retainage shall be reduced to 5% and not more than 5% of the amount of any subsequent payment shall be withhold as retainage. The Contractor shall be paid 95% of the contract sum after the completion of the entire work. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Agreement has been fully performed by the Contractor except for the Contractor's responsibility to satisfy requirements, if any, which necessarily survive final payment; (2) the Work has been accepted by the Owner; and (3) all written evidence or certificates of warranty are delivered to the Owner. Final payment shall be made by the Owner not more than 20 days after acceptance. The Owner reserves the right to make payment directly to any subcontractor of the Contractor (or jointly to the Contractor and subcontractor) in such amounts as the Owner determines to protect the Owner's interest and the Owner's property from a lien or asserted lien or other claim, and the amount owed the Contractor shall be reduced by the amount of any such payment by the Owner. Exercise of this option shall not create any claims or rights by any subcontractor or other party against the Owner or the Owner's funds.

Section 16. Contractor's Guarantee. Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered within one (1) year after acceptance of the work shall be corrected immediately upon the demand of the District, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review or identify the same, or the District's payment for such work, shall not relieve the Contractor from any obligation to honor its guarantee. The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents will be new and, in the case of equipment, in good working order and that all materials, equipment and labor furnished under the Contract Documents will be free from defects of any kind and shall be in strict conformance with the requirements of the Contract Documents.

Section 17. Prevailing Wage. The Contractor shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) such that not less than the prevailing rate of wages as established by Department of Labor applicable in Cook County or determined by the court on review shall be paid to all laborers, workers and mechanics performing Work under Contract Documents or subcontracts. As changes are made in these prevailing wages, the Contractor will be responsible for giving notice and conforming to the changes and shall have the responsibility for determining when changes are made. Contractor shall submit to the Illinois Department of Labor, no later than the 15th day of each calendar month, a certified payroll for the preceding month through an electronic database capable of accepting and retaining certified payrolls in accordance with the Prevailing Wage Act. All record keeping requirements are the obligation of the Contractor. To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Owner, the Contractor shall be responsible for indemnifying and holding the Owner free and harmless from all costs incurred, directly or indirectly, by the Owner in responding to and complying with demands made by the Department of Labor, or an aggrieved employee. Contractor shall be responsible for ensuring all subcontractor comply with this paragraph, and it shall be solely responsible for ensuring the record keeping and submissions required under this paragraph are complied with by subcontractors. No payment shall be due and owing Contractor until it submits proof to the Owner that its has complied with the payment of prevailing wages and filing certified payrolls in accordance with the above.

Section 18. Performance and Labor and Material Payment Bonds. If the Contract Amount exceeds \$150,000, the Contractor shall furnish to the District, for the District's benefit, a copy of a performance bond and labor and material payment bond from a bond surety company carrying an A.M. Best financial rating of at least A, and an FSC of VII, in the penal amount equal to 100% of the lump sum bid amount. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Such bonds shall be in the form of American Institute of Architect's Document A-311 or a similar form worded exactly the same as Doc. A-311. The performance and labor and material bonds shall specify that the Contractor and surety agree that all undertakings, covenants, terms, conditions and understandings of the Contract Documents and subcontracts will be performed and fulfilled and to pay all persons having contracts with the Contractor and subcontractor, all just claims due them under the provisions of such documents, on account which the bond is given, when such claims are not satisfied out of the price of such documents. The performance and labor and material payment bond shall be dated no earlier than the Effective Date. The bonds shall be maintained by the District and shall remain in full force and effect until ninety (90) business days following the completion of work or final payment of Contractor, whichever occurs later. The Contractor shall agree and shall cause the surety to be bound by each and every provision of the Contractor Documents and applicable law. If at any time the District, in its reasonable determination, becomes dissatisfied with any surety or sureties then upon the bonds, or for any other reason such bonds shall cease to be adequate security, the Contractor shall, within five (5) business days after notice to do so which details the basis for the District's dissatisfaction, substitute acceptable bonds in such forms and sum and signed by such other sureties as may be satisfactory to the District. In the event the surety will make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt or if it shall file a voluntary petition in bankruptcy or shall in the opinion of the District or be insolvent, the Contractor shall agree forthwith upon request of the District to furnish and maintain other corporate surety with respect to such bonds satisfactory to the District. The failure of the District to require, maintain, and supply the required bonds in the manner and time provided above shall

constitute an event of default under Contract Documents. The Contractor shall ensure that the labor and material payment bond specifies that the Contractor and Surety agree that an amount not less than the prevailing rate of wages as established by Department of Labor applicable in Cook County or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under the Contract Documents or subcontracts.

Section 19. Retention and Production of Contractor Documents. The Contractor shall collect, maintain for a minimum of five (5) years, and produce on demand to the District, any and all records required to be generated or maintained by applicable law or the Contract Documents including, but not limited to, books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds including, but not limited to, daily reports or logs, load tickets, measurements, weights, tests, reports, employment records, expense details, bills, invoices, checks, receipts, credits, and contracts or agreements of any type or form, that relate to or concern the Project location(s), Project, the Contract Documents and subcontracts. The Contractor acknowledges that its duty under this section extends to records that may be in the possession of or could be acquired by its Subcontractors. To the extent not previously tendered to the District, copies of such records shall be delivered to the District for its retention upon completion of the Project.

Section 20. Applicable Law. The Contractor's Certification identifies some, but not all, federal, state, and local laws that will govern the Project (the *Applicable Law*). The Contractor has reviewed and determined such other laws that govern the Project, and has accounted for such application in the determination of its bid. The Contractor's bid reflects the applicability and compliance with Applicable Law. The Contractor shall honor its bid and no change of law, mistake of fact, District warranty, ignorance or other excuse with respect to Applicable Law shall excuse such warranty or constitute grounds for alteration of bid. The Contractor warrants that it is familiar with and it shall comply with Applicable Law which in any manner applies or affects its work, the Project or Contract Documents including without limitation workmen's compensation laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, and laws regarding maximum working hours. Additionally, the Contractor warrants that it shall comply with any amendments to such Applicable Law that are enacted after the execution of the Contract Documents. To the extent that there are any violations of any Applicable Law, Contractor shall indemnify and hold the District free and harmless from all costs, fees and expenses incurred, directly or indirectly and including without limitation attorneys' fees, by the District in responding to and complying with demands made by any of the governmental departments/agencies and/or the courts, or an aggrieved employee. No plea of misunderstanding or ignorance thereof will be considered. Whenever required or upon the request of the District, the Contractor shall furnish the District with satisfactory proof of compliance with Applicable Laws.

Section 21. Insurance. Contractor shall procure and deliver copies to the District, at Contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of the Contractor contained in the Contract Documents has been fully paid or performed, the insurance policies listed below. All such policies shall be in such form and issued by such companies as may be acceptable to the District to protect the District and Contractor against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project location(s), or the work on the Project by Contractor and Subcontractors, except to the extent arising from the willful and wanton acts or omissions of the District (or its agents, employees and contractors). Each such policy shall name the District as an additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the District at least thirty (30) working days prior to any cancellation or amendment of its policy. Contractor shall provide to the District a replacement certificate not less than thirty (30) working days prior to expiration of any policy. All liability policies shall preclude subrogation claims against the District, and their respective officers, employees and agents.

Comprehensive General Liability insurance policies in a form acceptable to District, as follows:

- (a) *Automotive* – for bodily injury and property damage for business use covering all vehicles operated by Contractor or Subcontractors, their officers, agents, and employees in connection with the Project, whether owned by Contractor or otherwise, with liability coverage under the policy to be not less than One Million and no/100 Dollars (\$1,000,000.00) each occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate (including an extension of hired and non-owner coverage); and,
- (b) *Contractor Liability* – for bodily injury and property damage incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project Location(s), or the work performed by Contractor or Subcontractor thereupon, with liability coverage under the policy to be not less than One Million and no/100 Dollars (\$1,000,000.00) each occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate.

Worker's Compensation insurance policy for Contractor and Subcontractors for work under pursuant to the Contract Documents in a form and with limits no less than is mandated by Applicable Law.

Section 22. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the District and its officers, employees and agents (*Indemnified Parties*) against, and to protect, save and keep harmless from, and to pay on behalf of or reimburse Indemnified Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorney's fees) (*Claim*) of whatever kind and nature, which may be imposed on or incurred by any person, including third-parties, related to the Contract Documents, the Project Location(s), and the Project, including, without limitation, work performed under the Contract Documents or any subcontract, which are not the result of any willful and wanton acts or omissions of the Indemnified Parties. Any liability insurance policy required by the Contract Documents shall include a contractual liability endorsement for Contractor's obligations under this section. Any insurance policy maintained by the District shall be non-contributory with respect to such Claim. The Contractor expressly understands and agrees that any performance bond or insurance policies required by the Contract Documents, or otherwise provided by the Contractor, shall in no way limit the responsibility of Contractor to indemnify, defend and hold harmless Indemnified Parties.

Section 23. Event of Default. Except as otherwise provided in the Contract Documents, the failure on the part of either Party to comply with any material term, representation, warranty, covenant, agreement, or condition of the Contract Documents, within ten (10) working days after written notice thereof shall constitute an "Event of Default." No default by the Contractor or the District shall be actionable or be of other consequence unless and until it shall constitute an Event of Default. In the Event of Default by the District in the performance of any of its obligations under the Contract Documents, the Contractor's sole remedy shall be specific performance of the Contract Documents. Except as otherwise provided, in the Event of Default by the Contractor in the performance of any of its obligations under the Contract Documents, the District's remedies shall not be limited and it may pursue specific performance (including payment of money, whether or not denoted as damages), damages, including the cost to hire or employ a third party contractor to complete the Project, and such other rights or remedies as it may be entitled to under Applicable Law. The District shall not be liable to the Contractor or subcontractor for consequential damages or lost profits, and all such claims are waived as a condition of being awarded the work for the Project.

Section 24. Notices and Communications. All notices, demands, requests for reimbursement or other communications under or in respect of the Contract Documents shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to the District and the Contractor at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

(1) if to District: Kirstin Dahm
Oak Forest Park District
15601 South Central Avenue
Oak Forest, Illinois 60452

(2) copy to: Joseph Cainkar
Louis F. Cainkar, Ltd.
30 North LaSalle, Suite 3922
Chicago, IL 60602

(3) if to Contractor: _____
Attn: _____

(4) copy to: _____

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 25. Time of the Essence. Time is of the essence in the performance of the Contract Documents. The Contractor acknowledges and agrees that strict adherence to the deadlines and schedules prescribed in the Contract Documents will be expected by the District.

Section 26. Binding Effect. The Parties intend that the terms and conditions of the Contract Documents shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, and assignees.

Section 27. Rights Cumulative. Unless expressly provided to the contrary in the Contract Documents, each and every one of the rights, remedies, and benefits provided by the Contract Documents shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

Section 28. Illinois Law. The Contract Documents shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 29. Jurisdiction and Venue. The District and Contractor acknowledge that a substantial portion of negotiations, performance and execution of this Contract occurred, or shall occur, in Cook County, Illinois, and the Parties irrevocably and unconditionally (a) agree that any suit, action or legal proceeding arising out of, or relating to, this Contract shall be brought in the Circuit Court of Cook County, State of Illinois or the United States District Court, Northern Illinois; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; (c) waive any objection which they may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agree that service of any court paper may be effected on such party by mail, as provided in this Contract, or in such other manner as may be provided under applicable laws or court rules in said state.

Section 30. Written Modification. Neither this Contract nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both the District and the Contractor.

Section 31. Counterparts. The Contract Documents may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 32. Non-Waiver. The District shall be under no obligation to exercise any of the rights granted to it in the Contract Documents. The failure of the District to exercise at any time any right granted to the District shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the District's right to enforce that right or any other right.

Section 33. Estoppel. Contractor acknowledges that no official, employee or agent of the District has the authority bind the District as to decisions respecting the Contract Documents or Project unless specifically authorized the Board of Park Commissioners of the District with specific reference to the Contract Documents or Project. Contractor's reliance on any statement, act or omission by any District official, employee or agent shall be deemed unreasonable unless Contractor looks into and confirms, by obtaining a copy of said resolution, the individual's express authority to bind the District on the subject at issue.

Section 34. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of the Contract Documents or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of the Contract Documents 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 the Contract Documents to the greatest extent permitted by Applicable Law.

Section 35. Entire Agreement. The Contract Documents constitute the entire agreement of District and Contractor on the subject matter hereof. The District and Contractor represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the other party unless expressed in writing herein or by written modification.

Section 36. Interpretation. The Contract Documents shall be construed without regard to the identity of the Party who drafted the various provisions. Moreover, each and every provision of the Contract Documents shall be construed as though the District and Contractor participated equally in the drafting of thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to the Contract Documents.

Section 37. Exhibits. The exhibits to the Contract Documents, if any, by this reference, are hereby incorporated and made a part of the Contract Documents as though fully set forth within the document to which they are appended. In the event of a conflict between the Contract Documents and an exhibit, the more strict provision shall control.

Section 38. Authority. The District hereby warrants and represents to the Contractor that the persons executing the Contract Documents on its behalf have been properly authorized to do so by the Corporate Authorities. The Contractor hereby warrants and represents to the District that it has the full and complete right, power, and authority to enter into the Contract Documents and to agree to the terms, provisions, and conditions set forth in the Contract Documents, that all legal actions needed to authorize the execution, delivery, and performance of the Contract Documents have been taken, and that neither the execution of the Contract Documents nor the performance of the obligations assumed by Contractor will (a) result in a breach or default under any agreement to which Contractor is a party or to which it is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Contractor is subject.

Section 39. Third-Party Beneficiaries. Nothing in the Contract Documents is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third party beneficiary under the Contract Documents by any person shall be made, or be valid, against the District or the Contractor.

Section 40. Uncontrollable Events. Notwithstanding anything herein to the contrary, neither the District nor the Contractor nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under the Contract Documents in the event of any delay or nonperformance caused by uncontrollable events beyond the reasonable control of the Party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall give written notice thereof to the other Party to the Contract Documents.

Section 41. Personal Liability. No covenant or agreement contained in the Contract Documents shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of the District or Contractor, in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the District or Contractor shall be liable personally under the Contract Documents or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of the Contract Documents, or any failure in connection therewith.

Section 42. Term. The term of the Contract Documents shall commence on the Effective Date and terminate upon full satisfaction of the obligations imposed hereunder.

Section 43. Relationship. Neither the Contract Documents nor any actions of the Parties or any third-party shall be construed to or create a partnership, agency relationship or joint venture.

IN WITNESS WHEREOF, District and Contractor have each caused this Contract to be executed by proper officers duly authorized to execute the same as of the date set forth above.

**OAK FOREST PARK DISTRICT,
COOK COUNTY, ILLINOIS**

By: _____
Kirstin Dahm, Director of Parks and Recreation

CONTRACTOR:

By: _____
Its: _____

CONTRACTOR'S CERTIFICATION

This Certification of _____ (the *Contractor*), is intended to be a material representation relied upon by the Oak Forest Park District (the *Park District*), an Illinois park district, to evaluate and award a contract for the Avenues Park Playground Project (the *Project*).

I, _____ (personal name), _____ (position) of/for Contractor, hereby swear and certify under penalties of perjury, that I am duly authorized by official action of the Contractor to make the following representations, assurances, certifications and disclosures, that I have personal knowledge of the same, and that each are true, correct and do not otherwise fail to include information the omission of which renders the same misleading in any material aspect:

1. Contractor acknowledges and certifies the Project calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, and it agrees to fully comply with all provisions thereof, as amended, and to ensure compliance therewith from any subcontractor on the Project. The Contractor understands that the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in Cook County will govern this Project, and those rates, and any changes thereto, will be found at Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates>, and that no further or additional notification by the Park District as to the revised prevailing wage rates is expected or will be given to Contractor. The Contractor shall: a) make and keep, for a period not less than 5 years, records of all laborers, mechanics, and other workers employed by them on the Project; b) the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the worker's gross and net wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day, the worker's hourly wage rate, worker's hourly overtime wage rate, worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, and the plan administrator of each fringe benefit; and c) submit to the Illinois Department of Labor, no later than the 15th day of each calendar month, a certified payroll for the preceding month through an electronic database capable of accepting and retaining certified payrolls in accordance with the Prevailing Wage Act. Upon two (2) business days' notice, the Contractor shall make available for inspection the records identified in the Prevailing Wage Act to the Park District, and to the Director of Labor and his deputies and agents. Upon two (2) business days' notice, the Contractor shall make such records available at all reasonable hours at a location within this State. Contractor shall be responsible for ensuring all subcontractors comply with this paragraph, and it shall be solely responsible for ensuring the record keeping and submissions required under this paragraph are complied with by subcontractors. To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Park District, the Contractor shall be responsible for indemnifying and holding the Park District free and harmless from all costs incurred, directly or indirectly, by the Park District in responding to and complying with demands made by the Department of Labor, or an aggrieved employee.

2. Contractor acknowledges and certifies the contract for the Project shall be governed by, and Contractor shall fully comply with, all state and local non-discrimination laws. The Contractor certifies that it is in full compliance with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, including that it has in place a written sexual harassment policy that includes, at minimum, the following information: a) the illegality of sexual harassment; b) the definition of sexual harassment under state law; c) a description of sexual harassment, utilizing examples; d) the Contractor's internal complaint process including penalties; e) the legal recourse, investigation and complaint process available through the Department and the Commission; f) direction on how to contact the Department and Commission; and g) protection against retaliation as provided by Section 6-101 of said Act. The Contractor further certifies that it shall: a) refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination; b) comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative

action; and, c) provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request; and d) include verbatim or by reference the provisions of this clause in any subcontract so that such provisions will be binding upon such subcontractor. In addition, the Contractor certifies that it will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois, its political subdivisions or municipal corporations. Contractor, at the time Contractor submitted its proposal, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

3. Contractor acknowledges and certifies that the contract for the Project, will be governed by, and Contractor shall fully comply with, all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, and rules and regulations promulgated thereunder.

4. The Contractor acknowledges and certifies that in the event the costs of the Project exceeds \$75,000, the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Construction Contract Act, 30 ILCS 557/1, *et seq.*

5. The Contractor acknowledges and certifies that in the event the cost of the Project exceeds \$150,000, the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/1, *et seq.* The Contractor certifies that its labor and material payment bond shall include a clause providing for the payment of all laborers, workers and mechanics performing work on the Project according to the prevailing wage rates applicable to Iroquois County as revised by the Illinois Department of Labor.

6. The Contractor acknowledges and certifies that the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01, *et seq.*

7. The Contractor acknowledges and certifies that in the event the contract for the Project was put out and awarded through bidding it will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Public Works Contract Change Order Act, 50 ILCS 525/1, *et seq.*

8. The Contractor acknowledges and that the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Local Governmental Prompt Payment Act, 50 ILCS 505, *et seq.*, and that it shall make payments to its subcontractors and material suppliers as required by Section 9 thereof.

9. The Contractor acknowledges and certifies that it shall Contractor shall fully comply with the requirements of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1, *et seq.*

10. The Contractor acknowledges and certifies that the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Veterans Preference Act, 330 ILCS 55/0.01, *et seq.*

11. The Contractor acknowledges and certifies that the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Illinois Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*, including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act. Pursuant thereto, Contractor represents that it will provide a drug-free workplace by:

A. publishing a statement: (i) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in

Contractor's workplace; (ii) specifying the actions that will be taken against employees for violations of such prohibition; (iii) notifying employees that, as a condition of employment on the Project, the employee will: (a) abide by the terms of the statement; and (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

B. establishing a drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) its policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance program; and (iv) the penalties that may be imposed upon employees for drug violations;

C. making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. notifying the Park District within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction;

E. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Contractor further certifies that it is not ineligible for the award of the contract for the Project by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

12. The Contractor acknowledges and that the contract for the Project will be governed by, and Contractor shall fully comply with, the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1, *et seq.* Specifically, employees of the Contractor and employees of any subcontractor shall be prohibited from the use, possession, distribution, delivery, or from being under the influence of drugs or alcohol while performing work on the Project. The Contractor certifies, and shall ensure that each subcontractor certifies, as follows (check one): _____ that it has in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees, a copy of which Contractor will submit upon being awarded the contract for the Project, which meets or exceeds the requirements set forth in the Substance Abuse Prevention on Public Works Act; or _____ has a collective bargaining agreement in effect dealing substance abuse while working on the Project.

13. The Contractor certifies that it is in compliance with Illinois laws governing bidding and is not barred from bidding on the Project as a result of a conviction for violating Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).

14. The Contractor certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the tax is being contested in accordance with the procedures established by the applicable statute at issue. For purposes of this certification, the Contractor shall not be deemed delinquent if it: (a) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due; and (2) is in compliance with the agreement; provided Contractor shall notify the Park District and supplement this certification prior to being awarded the contract for the Project with facts supportive of aforementioned exception, if applicable.

15. Contractor certifies that it has examined and understands the scope of each of the aforementioned laws and their effect on the contract and Project, and that Contractor's proposal, and more specifically the proposal amount identified in the Estimate, reflects such applicability and Contractor's compliance therewith at all times.

16. Contractor certifies that it is in good standing with the State of Illinois and the City of Oak Forest, and that it is qualified and eligible for permits and licenses from said authorities and agencies and departments thereof that will be necessary to complete the Project, and has not been subject to any adverse action by those authorities within the past five (5) years.

IN WITNESS WHEREOF, _____ has caused this Contractor's Certificate to be signed by its duly authorized officer on its behalf on this ____ day of _____, 2026.

By: _____

Its: _____

State of Illinois)
) ss
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Contractor's Certification, and personally know to me to be the _____ of the Contractor, appeared before me this day in person and acknowledged under oath that he/she had read the above and foregoing Contractor's Certification, and that the matters contained therein are true and correct.

Subscribed and sworn to before me,
this ____ day of _____, 2026.

(NOTARY SEAL)

Notary Public