AGREEMENT FOR FITNESS EQUIPMENT SUPPLY, DELIVERY AND SETUP

This Agreement for Parks Plus Fitness Center Fitness Equipment Supply, Delivery and Setup (the "Agreement"), made this Fifteenth day of August, 2023, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 East Wesley Street, Wheaton, Illinois, 60187 and Direct Fitness Solutions, an Illinois contractor (the "Contractor"), with its principal place of business at 600 Tower Road, Mundelein, Illinois, 60060 collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

- A. The District requires supply, delivery and setup of fitness equipment and related services and materials (including removing old equipment) for the Parks Plus Fitness Center as more fully defined in the Scope of Work contained in the Instructions to Bidders and Bid Documents for the project "2023 Parks Plus Fitness Center Equipment Supply/Delivery/Setup".
- B. Contractor has represented to the District that Contractor is an experienced provider capable of providing, delivering and setting up the equipment and related materials as set forth in the Bid Documents, and Contractor desires to perform the work.
- C. The District deems it in the best interest of the District to enter into an agreement with the Contactor to provide and deliver the chemicals.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which each Party hereby acknowledges, the Parties respectively agree and represent as follows:

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work: supply, delivery and setup of fitness equipment and related items/services; and removal of old equipment as more fully described in the bid documents for the project "2023 Parks Plus Fitness Center Equipment Supply/Delivery/Setup" (the "Work"), as indicated in the Scope of Work in the Bid Documents, dated July 14, 2023, attached to and incorporated as part of this Agreement by reference (the "Project Manual"). Delivery shall be to Wheaton Park District Community Center, 1777 South Blanchard Road, Wheaton, Illinois 60189 or as otherwise directed by the Park District.

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, General Terms and Conditions, Supplementary Conditions, Special Conditions; Contractor's Bid Form dated July 24, 2023 and attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, Addenda Number One dated July 27, 2023, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. Modifications to this Contract may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

The Contract Documents represent the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the other Party that is not contained in the Contract Documents shall be valid or binding. In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement and the General Conditions; c) Specifications; and d) Contractor's Proposal.

3. Term

Except for provisions that are stated to survive the expiration or termination of this Agreement, the term of this Agreement shall be from the date of execution through the date of Final Completion of the Work.

The Work, and each phase of the Work, shall be timely completed according to the dates set forth in the Scope of Work section of the bid documents provided, however, that Final Completion of all Work shall be not later than December 29, 2023.

4. Performance of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents and to timely deliver and install all equipment and related items and remove the old equipment. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

5. Contract Sum

The District agrees to pay Contractor for the proper and timely performance of all of the Work in strict accordance with the Agreement the sum of \$498,412.00.

6. Payment

Contractor shall submit to the Park District monthly invoices itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments

of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

7. Performance of the Work

Contractor agrees to perform all Work in a good and workmanlike manner. Contractor acknowledges that the Community Center will remain open to the public during the Work. Therefore, in performance of the Work, Contractor shall not interfere in any way with and shall cooperate fully with District employees and any other contractors procured by the District.

8. <u>Delivery</u>

As part of the Work, Contractor shall deliver all equipment to the locations set forth in Section 1 or as otherwise directed by the District, and shall remove all old equipment as directed by the Park District.

9. Safety of Persons and Property

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, the personnel, means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall all take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- i. employees engaged in the Work and other persons who may be affected thereby;
- ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors;
- iii. Park District employees and other persons present at the site(s) of Contractor's Work, including members of the public; and
- iv. Personal and real property owned by the Park District.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor at its cost shall promptly remedy damage and loss to Park District real or personal property caused in whole or in part by the Contractor, a subcontractor, a subsubcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

10. Warranty

Contractor warrants to the Park District that equipment, materials and supplies furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Contractor shall unconditionally guarantee the equipment, materials and supplies provided for the Work for a period of one year from the date of delivery or for the duration of the manufacturer's warranty, whichever is longer. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

11. Correction of Deficiencies.

If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within forty-eight (48) business hours after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District. The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

12. Cleaning Up

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

13. <u>Title</u>

Title to the waste materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

Title to all equipment and related supplies and materials shall transfer to the District upon delivery to the District.

14. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for equipment, supplies, materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section, including without limitation any consequential damages, which Contractor hereby expressly waives.
- B. Park District may terminate the Agreement, in whole or in part, for cause as follows:
 - (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure. In the event of termination pursuant to this Section: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 11 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from a substitute contractor(s).
 - (ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against

Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District 's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination. Notwithstanding anything in this Agreement to the contrary, Contractor's obligations under Section 16 shall survive the termination or expiration of this Agreement.

15. Insurance

Contractor will procure and maintain, during the Term, the insurance coverage requirements as set forth in the bid documents and are incorporated or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member. Attached to and incorporated as part of this Agreement as **Exhibit D** - **Insurance Attachment**.

16. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work or the products supplied by Contractor, provided that any such claim, damage, loss or expense (i) arises out of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) arises from in whole or in part any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal

fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement. Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

17. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in Contractor Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

18. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, and the parties hereby consent to, and waive objection to, the jurisdiction and venue of said court, but only after exhausting all possible administrative remedies. In the event the Park District initiates litigation under, regarding or to enforce this Agreement and is the prevailing party, it shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

19. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

20. No Third-Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses, and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

21. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

22. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

23. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

24. <u>Subcontracts</u>.

Contractor shall not subcontract this Agreement or any part of this Agreement without the prior written consent of the Park District. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, including without limitation this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

25. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile or e-mail transmission, provided such transmission together with confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District: Wheaton Park District

102 East Wesley Street Wheaton, IL 60187 (Fax) 630-665-5880

Attention: Executive Director

If to Contractor:

Direct Fitness Solutions

600 Tower Road Mundelein, IL 60060 (Fax) 847-680-8906 Attn: Mike Munson

26. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

27. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

28. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

29. Waiver of Consequential Damages

The Contractor expressly waives all claims against the Park District for consequential damages arising out of or relating to this Contract including, without limitation, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to termination in accordance with Section 14. Nothing contained in this Section shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WHEATON PARK DISTRICT

Attest:

DIRECT FITNESS SOLUTIONS

By: Mike Munson

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Exhibit A Contractor's Proposal Attachment

applied mechanically creating a waterproof sealed edge that does not release under high humidity, steam or moisture

- E. Laminate Doors: Standard: 19mm industrial particle board core covered with high pressure laminate featuring a textured finish for all wood grain colors or a smooth finish for solid colors
- Built-in combination lock

BID WORKSHEET

The worksheet below shall be provided by the Bidder to help the Owner better understand and evaluate the costs that make up the base bid amount. The Owner intends to award the contract based on the base bid amount. Cost shall include everything necessary to supply, deliver and install new equipment, as well as moving equipment for the temporary area and removal of equipment for trade-in.

BID ITEM		AMOUNT
Temporary Fitness Area		\$6,000
Existing Equipment Trade-in		\$ (10,000)
New Equipment	Cardio Equipment	\$ 256,238.
	Selectorized Strength & Cable Strength	\$ 91,322.
	Plate Loaded Strength & Benches	\$ 51,813.
	Free Weight Equipment, Storage & Accessories	\$ 32,589.
	Functional Fitness Equipment & Storage	\$ 24,980.
	Recovery Equipment	\$ 12,665.
	Cleaning Equipment	\$ 1,805.
	Lockers & Cubbies	\$ 31,000.
Base Bid Total	(enter this amount in bid proposal page 47)	\$ 498,412

PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS FOR THE PROVISION AND INSTALLATION OF 2023 PARKS PLUS FITNESS CENTER EQUIPMENT SUPPLY/DELIVERY/SETUP

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

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Wheaton Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or Work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H To furnish a Bid Bond in accordance with the Instructions to Bidders:
- To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

- J. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Project and subcontractors;
- K. That the Bidder has submitted, in order to be considered eligible for this job, a list of at least five projects of similar size and scope within the past three years; and
- L. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this	3 2074 day of, 2023.
Name: By: Signature	JOHN FEERSHUM John Flord
Title:	CFo
SUBSCRIBED AND SWORN TO before me this day of Twy	2023.
Notary Public	OFFICIAL SEAL YAZMIN TORRES NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 10-22-2024

STATE OF ILLINOIS

COUNTY OF DUPAGE

Cake

PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS FOR THE PROVISION AND INSTALLATION OF 2023 PARKS PLUS FITNESS CENTER EQUIPMENT SUPPLY/DELIVERY/SETUP

The undersigned Bidder agrees that should this bid be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials, tools and equipment, and perform all work necessary for the Wheaton Park District to complete the construction of all items detailed in the written Specifications for the amounts set forth as follows:

This is a lump sum bid. The quantities provided by Owner in the Bid Form are estimated and provisional and are given for the Bidder's convenience as well as provide a common basis for bidding. The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take-off of work items.

BASE BID PROPOSAL

(Please complete in ink, and print or type)

Base Bid	Total Amount
Base Bid Total from page 44 bid worksheet	\$ 498,412.
Addendum # ha	ve been received and acknowledged.

COMPANY NAME:	Direct	Fitness	Solutions	

Memorandum

To:

All Bidders

From:

Steve Hinchee, Superintendent of Planning

Date:

July 27, 2023

Re:

Addendum Number One (1)

2023 Parks Plus Fitness Center Equipment Supply/Delivery/Setup

Please add the following information to the <u>2023 Parks Plus Fitness Center Equipment Supply/Delivery/Setup</u> bid specifications and drawings.

1. CLARIFICATION:

All pricing provided from the bidder shall include SHIPPING, DELIVERY, INSTALL. Each individual line item in the BID WORKSHEET on page 44 shall include the SHIPPING, DELIVERY, INSTALL, and the total shall equal the BASE BID TOTAL.

PLEASE NOTE ON YOUR BID PROPOSAL FORM THAT YOU HAVE RECEIVED THIS ADDENDUM OR RETURN A SIGNED COPY OF THE MEMORANDUM WITH YOUR BID PROPOSAL FORM.

ADDENDUM A1 RECEIVED:		
SIGNED: Will Will		
DATE:		
COMPANY: Direct Fitness	Solutions	-

PROJECT: 2023 PARKS PLUS FITNESS CENTER EQUIPMENT SUPPLY/DELIVERY/SETUP

The Bidder further certifies that the official name or title and the business address of the Bidder to be considered as of the making of this bid is as follows:

COMPANY NAME:	Direct Fitne	ss Solutions		67 A 40 (40 (40 (40 (40 (40 (40 (40 (40 (40		
NAME OF BIDDER (please print):	CONT.	Mike Munson /Tiny Brennan				
TITLE:	Regional Sale		mer (grand and one — and industrial manifold Copy in respect () if it is grand a participation respective specificity and plane register that in the control of the copy of th	(P23)(1) (4) () 13 13 14 15 16 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18		
ADDRESS OF BIDDER:	600 Tower F		armone same selection of the selection o	MACTACOLICS		
Control Billion De Street News 2000 had streets block Kitalish Landers Minderly & Landers & Landers Andrews 2000 had streets before the control of the contr	Mundelein, IL			757 March 46.		
CITY, STATE and ZIP:	Mondelein, 16000		847-680-8906	1		
PHONE NUMBER:	847-680-9300	E-MAIL:		isolotháws, con		
CELL PHONE NUMBER:		The state of the s	**CONTRACTORS & Distribution (Contractors of Contractors of Con	Control of		
DATED THIS	July !	DAY OF 24th	2023	6.796.0 75.0 1 1.000		
SIGNATURE:	Ulide Winds	Tin Burn	тина жатууна нагуул жай амееттин жана баштайда шинаминий дейин. Айтандашта мого у	Exercises		

PROJECT: 2023 PARKS PLUS FITNESS CENTER EQUIPMENT SUPPLY/DELIVERY/SETUP

ALTERNATES: NONE

(Please complete in ink, and print or type)

The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.

PROJECT: 2023 PARKS PLUS FITNESS CENTER EQUIPMENT SUPPLY/DELIVERY/SETUP

UNIT COSTS: NONE

(Please complete in ink, and print or type)

<u>This is a lump sum bid.</u> Unit prices shall be provided for the purpose of facilitating adjustments to the base bid where unforeseen work is needed or by the request of the Owner. The Owner must agree to the quantity of work and shall provide written notice prior to proceeding with additional work.

The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.

COMPANY NAME: Direct Fitness Solutions

PROJECT: 2023 Parks Plus Fitness Center Equipment Supply/Delivery/Setup REFERENCES - MUST SUBMIT FIVE (Within the past three 3 years)

1.		Calumet Memorial Park Dist
-	Name/Address:	600 Ogles by Ave, Calumet City Il
		1-16-2023 Phone: 708-868-2530
	Owner Contact:	Hollice Clark - Exac Dir
	Description of Project	
2.	Project Name/Address:	Flooring, Free weight, Salectorized, CARdio (350 K) Tribley PARK PARK DISTRICT 8125 1715T st, Tinky PARK, Il 60477
	Date:	1/-/7-22 Phone: 708-342-42/2
	Owner Contact:	Kerin Hullinger: MANAger
	Description of Project	
3.	Project Name/Address:	900 W. Central Rd, Arling ton Heights, I/ 60005
	Date:	2/20/2022 Phone: 847-618-3505
The state of the s	Owner Contact:	Laurenchechin
	Description of Project	CArdio (200,000) Northbrook PACK District
4.	Project Name/Address:	Northbrook PACK District 180 Anals Ds, Northbrook Il 60062
	Date:	1/10/2021 Phone: 847-897-6120
	Owner Contact:	ShawN BETNAKY
	Description of Project	CArdio, Strongth (300K) New Trier 14sh School
5.	Project Name/Address:	New Trier 14sh School
	Date:	4/19/2023 Phone: 847-624-8659
100	Owner Contact:	DAVE CONWAY
	Description of Project	
	COMPANY NAME	Flooring, Cardio, Strength (493K) Direct Fitness Salutions

Exhibit B Contractor Compliance and Certifications Attachment

PROJECT: 2023 PARKS PLUS FITNESS CENTER EQUIPMENT SUPPLY/DELIVERY/SETUP

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

Intentionally omitted.

- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company, or a new company created by the officers or Owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment

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under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- G. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- J. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- K. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free

workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- L. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- M. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

DIRECT FITNESS SOLUTIONS LCC. GUO TOWER ROAD MUNDEREIN 1 L 60060

CONTRACTOR

By: She

lts:

STATE OF 1LLINGIS

COLLANDIA OF 1 AME)SS

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

Dated:

07/20/2023

(SEAL)

OFFICIAL SEAL
YAZMIN TORRES
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10-22-2024

(Notary Public

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

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

Direct Fitness Solutions					
Name of Contractor/Subcontractor (print or	type)				
Name and Title of Authorized Representative (print of type)					
Wife llus		7/24/23			
Signature of Authorized Representative					

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Dated: 7/24/23

Signature of Authorized Representative

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DIRECT FITNES SOLUTIONS - UPCOMING PROJECTS

Crawford County Rec Center: Cardio, Strength, Flooring - \$300,000.00 (2023)

11220 State Hwy 1

Robinson, IL 62454

John Brooks - john@illianaproperties.com - (618) 563-9300

Niles Family Fitness: Cardio, Strength, Flooring - \$295,000.00 (2023)

987 Civic Center Dr.

Niles, IL 60714

Josh Carlson - <u>icarlson@powerwellness.com</u> - (630) 785-5106

Niles North High School: Cardio, Strength, Flooring - \$262,000 (2023)

9800 N Lawler Ave,

Skokie, IL 60077

Andrew Pickett - andpic@d219.org - (847) 626-2288

New Trier High School: Cardio, Strength, Flooring - \$752,000.00 (2023)

385 Winnetka Ave

Winnetka, IL, 60093

Andy Butler - butlera@newtrier.k12.il.us - (847) 784-6570

Northwestern University-Blomquist Building: Strength & Flooring - \$140,000.00 (2023)

607 Foster St

Evanston, Illinois 60208

Nancy Tierney - n-tierney@northwestern.edu - (847) 491-4833

Barrington High School: Cardio & Strength - \$248,000.00 (2023)

616 W. Main St.

Barrington, IL 60010

Babbi Barreiro - bbarreiro@barrington220.org - (847) 842-3256

Rolling Meadows High School: Cardio, Strength, Flooring - \$375,000.00 (2023)

2901 Central Rd

Rolling Meadows, IL 60008

Dave Wietrzak - david.wietrzak@d214.org - (847) 894-3232

TIM BRENNAN I MIKE MUNSON I

| (847) 668-2531 | (847) 691-3559



DIRECT FITNES SOLUTIONS - COMPLETED PROJECTS

Calumet Memorial Park District-Sandridge Fitness: Cardio, Strength, Flooring, Recovery - \$345,000.00 - (2/7/23)

600 Oglesby Ave

Calumet City, IL 60409

Hollice Clark - hollice@mycmpd.com - (708) 868-2530

Tinley Park District: Cardio & Strength - \$275,000.00 - (11/23/22)

8125 171st St

Tinley Park, IL 60477

Kevin Hullinger - kevin.hullinger@tinleyparkdistrict.org - (708) 342-4212

Germantown Athletic Club: Cardio - \$733,000.00 - (7/14/23)

1801 Exeter Rd

Germantown, TN 38138

Amy Larusso - amy@gacfitness.org - (901) 757-7370

Carmel Catholic High School: Cardio, Strength, Flooring - \$483,000.00 - (3/5/21)

One Carmel Parkway

Mundelein, IL 60060

Nate Brill - nbrill@carmelhs.org - (847) 388-3328

Northbrook Park District: Cardio & Strength - \$348,000.00 - (11/16/20)

180 Anets Dr.

Northbrook, IL 60062

Eileen Loftus - eloftus@nbparks.org - (847) 291-2980

TIM BRENNAN I MIKE MUNSON I | (847) 668-2531 | (847) 691-3559



DIRECT FITNES SOLUTIONS - OPEN LITIGATION

Open Litigation

- 2018-2023 – No Litigations

TIM BRENNAN I

l (847) 668-2531 l (847) 691-3559



DIRECT FITNES SOLUTIONS - REJECTION FROM BEING A RESPONSIBLE BIDDER

Rejection From Being a Responsible Bidder

- No Instances

TIM BRENNAN I MIKE MUNSON I l (847) 668-2531 l (847) 691-3559



DIRECT FITNES SOLUTIONS - BREACH OF CONTRACT

Breach of Contract

- No Instances

TIM BRENNAN I MIKE MUNSON I

1 (847) 668-2531

l (847) 691-3559



This is to acknowledge that I have received a copy of the Direct Fitness Solutions Inc. Employee Handbook and I understand that it contains information about the employment policies and practices of the company. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the human resource manager/payroll manager of the company. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE MANAGER/PAYROLL EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE AUTHORIZED TO ENTER INTO AN AGREEMENT WITH OR WITHOUT CAUSE OR NOTICE. NOTHING N THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN EMPLOYMENT THIS EMPLOYEE HANDBOOK, THE COMPANY OR I RELATIONSHIP AT ANY TIME, FOR ANY REASON. OR REPRESENTATIVE OF THE COMPANY AGREEMENT EXPRESS OR IMPLIED—WITH ME OR 里 ANY MANAGER OF THE COMPANY. RESOURCE TERMINATE OF TIME. PERIOD HUMAN SHALL

I understand that this Employee Handbook refers to current benefit plans maintained by the company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials.______ Date_____

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

Substance Abuse

employees, their co-workers and the customers we healthy and efficient working environment for our The unlawful or improper presence or use of controlled substances or alcohol in the workplace The company has vital interests in ensuring a safe, presents a danger to everyone. For these reasons, we continued employment with the company the following have established as a condition of employment and substance abuse policy.

The company has implemented a drug testing program Employees are prohibited from reporting to work or Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the in compliance with local, state and federal laws. working while using illegal or unauthorized substances. substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances while engaged in company activities. Our employees on duty with any alcohol in their systems. Employees and alcohol in the workplace including: on company paid time, on company premises, in company vehicles, or are also prohibited from reporting for duty or remaining are further prohibited from consuming alcohol during working hours, including meal and break periods. Your employment or continued employment with the this policy may result in disciplinary action, up to and company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of

professional as a condition of continued employment Furthermore, any employee who violates this policy who is subject to discharge, may be permitted in lieu of discharge, at the company's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse and in accordance with applicable federal, state, and ncluding discharge. local laws.

perform their essential job functions or jeopardizes the will attempt to assist its employees through referrals to measures consistent with the company's policies and substance or alcohol use renders them unable to health and safety of themselves or others. The company rehabilitation, appropriate leaves of absence and other alcoholics, and those having a medical history reflecting encourage employees to seek assistance before their maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and Consistent with its fair employment policy, the company treatment for substance abuse conditions. applicable federal, state or local laws. The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

Wisconsin and Michigan Kentucky. Employees llinois,

purposes, the company is not required to allow the Although the state has legalized marijuana for medicinal medicinal use of marijuana in the workplace.

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This policy represents management guidelines. For more information, please speak to the human resource manager/payroll manager. .

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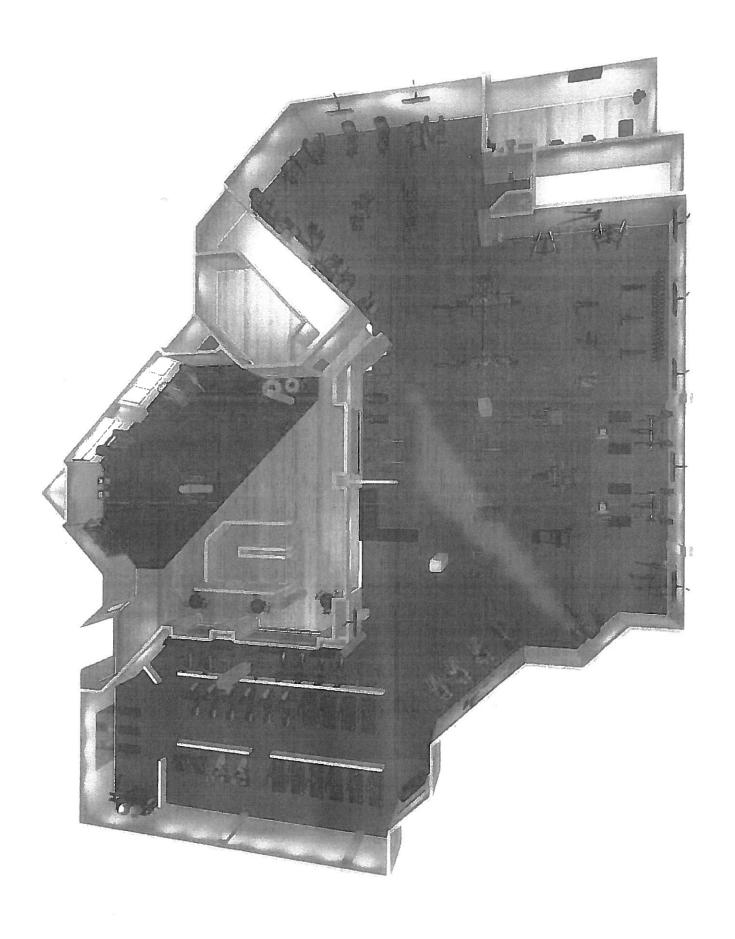
CERTIFICATE OF LIABILITY INSURANCE

6/23/2023

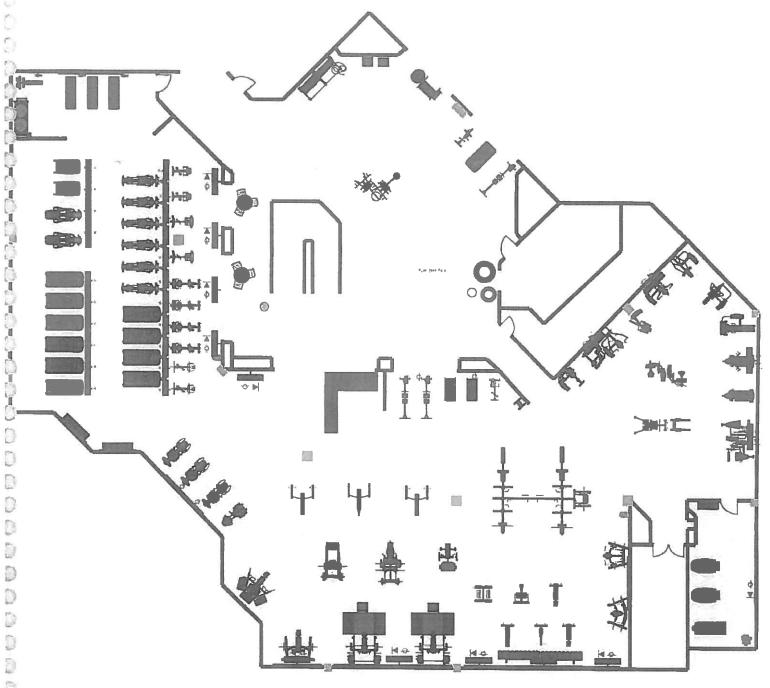
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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WHEATON PARK DISTRICT - PARKS PLUS FITNESS



POWER REQUIREMENTS



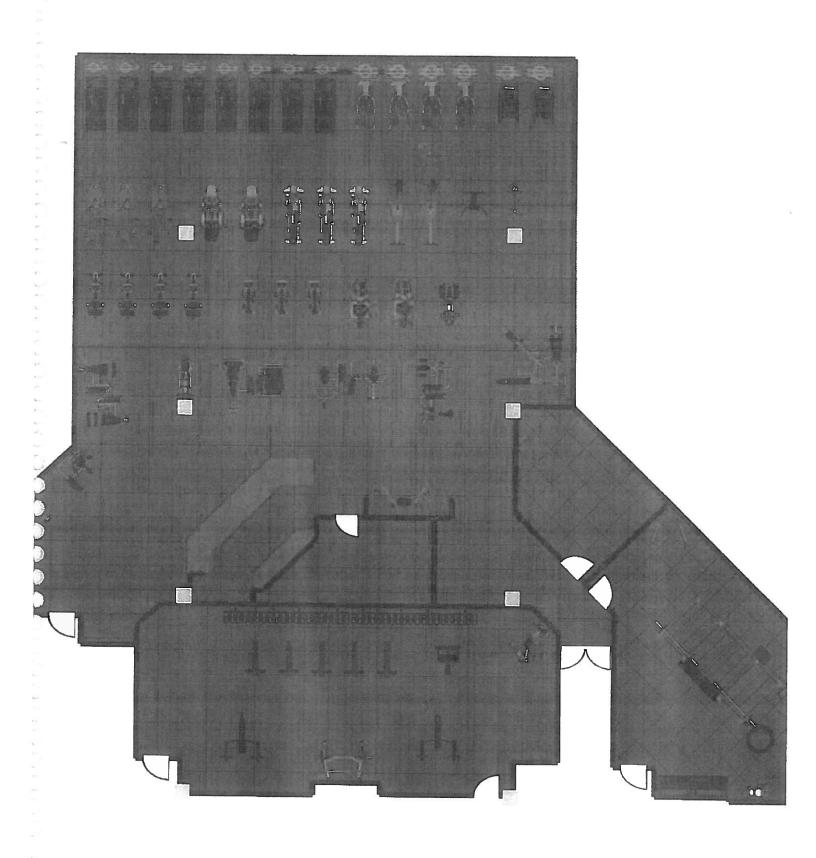


Indicates RJ45 Ethernet Lan Connection.CAT6

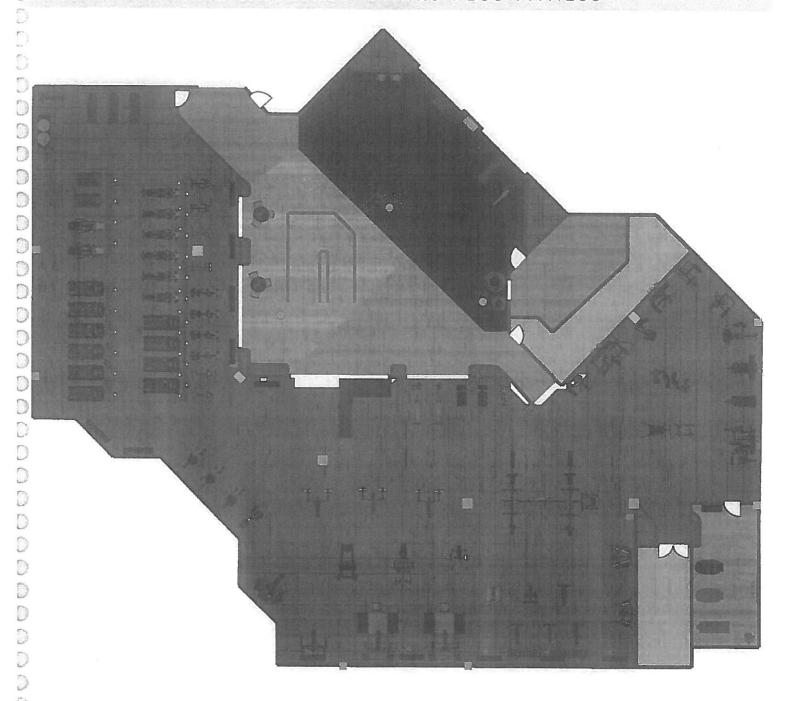
DISCLAIMER: This layout is intended for visual use of approximate equipment placement only. Direct Fitness Solutions makes no guarantees of this drawing for any particular use and/or is not liable for any damages related to the use of this drawing.

All measurements, equipment placement and location of fixtures/power/data are the responsibility of the customer.





WHEATON PARK DISTRICT - PARKS PLUS FITNESS



POWER REQUIREMENTS





Indicates RJ45 Ethernet Lan Connection.CAT6

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All measurements, equipment placement and location of fixtures/power/data are the responsibility of the customer.



1. CARDIO SPEC SHEETS

TRM 791 Experience™ Series

TREADMILL

Product Highlights

The TRM 791 combines essential reliability and ease-of-use with touchscreen technology at a value just right for you. This treadmill is designed to optimize performance and maintenance for you white providing a comfortable and effective workout for your exercisers. The simple, clean design holds up under heavy commercial use, ensuring your investment will last into the future

Product Features

1. P94 Touchscreen Console

The P94 console offers a brilliant 22-inch touchscreen that provides the best blend of performance, fitness, and entertainment that your exercisers expect. It's designed to deliver a best-in-class content suite with engaging workouts, wireless casting with access to thousands of third-party workout and media apps, and integrated Pluto TV, so exercisers always have the content they want, right at their fingertips.

2. Motor Drive System

The motor drive system improves performance, efficiency, and reliability through improved internal cooling, a wider operating range, and unique input current averaging to identify more precisely when a running belt requires replacement

3. Integrated Footplant Technology™

Recognizes exercisers' natural foot speed and matches every stride for an ultra-smooth feel that enhances their workout experience.

4. Ground Effects Impact Control System

Our patented system combines ideal cushioning, support, and stability for exercisers. Precor decks are designed to provide more absorption in the front where exercisers' feet hit the belt and added rigidity at the back for a firm push-off.

5. Active Status Light

To increase uptime, an external status light lets you and your staff know at a glance the operating condition of your treadmill and when to perform life-extending maintenance.

Specifications

Dimensions (L x W x H): 83 x 35 x 70 in / 211 x 89 x 178 cm

Equipment Weight: 412 lb / 187 kg Step-Up Height: 9.5 in / 24 cm Handrail Length: 18 in / 46 cm

Running Surface: 60 x 22 in / 153 x 56 cm **Power:** 120 volt, 20 amp individual branch circuit

Total Workouts: 27

Elevation Range: 0% to 15% incline in 0.5% increments

Speed Range: 0.5 - 12 mph / 0.8 - 19.2 km/h





Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.





Black Pearl

Motor Drive: Capable of 4HP operation with 8HP peaks

Language: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

Console Features: 22 in / 55.8 cm LCD Capacitive Touchscreen with wireless charging, audio jack, and Bluetooth* headphones

Accessories: Integrated Reading Rack

Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms

AMT 885 Experience™ Series

ADAPTIVE MOTION TRAINER®

Product Highlights

Like every piece of equipment in our Experience Series 880 Line, the AMT 885 combines essential reliability and ease-of-use with smooth, flowing, and precise motion to add value to your facility. The AMT with Open Stride™ is the only variable stride cardio equipment with adjustable step height, allowing exercisers to train in a variety of stride paths, including running, jogging, and stepping. With one piece of equipment that creates an array of movement patterns, you can maximize valuable floor space and help exercisers stay engaged in their workouts.

Product Features

1. P84 Touchscreen Console

The P84 console offers a brilliant 16-inch touchscreen that provides the best blend of performance, fitness, and entertainment that your exercisers expect. It's designed to deliver a best-in-class content suite with engaging workouts, wireless casting with access to thousands of third-party workout and media apps, and integrated Pluto TV, so exercisers always have the content they want, right at their fingertips

2. Open Stride

Open Stride is a unique feature that allows exercisers not only to dynamically adapt their stride length from zero to 36 inches (0 to 91 cm), but also to adjust their stride height from 6.8 to 10 in (17 to 25 cm), providing an infinite range of stride paths to engage several muscle groups. Open Stride can be adjusted from level 1 to 5 with the tactile motion controls

3. Handlebars Fit Everyone

The tapered moving handlebars provide a comfortable fit for nearly every exerciser. The stationary grip has a heart rate sensor* built-in that provides monitoring and a stable, comfortable position when focusing on the lower body

4. Total Body Workout in One Piece of Equipment

Exercisers can go from short stride to long stride, walking to running, and climbing to striding, allowing them to target different muscle groups. Pushing and pulling the moving handlebars will engage the upper body, resulting in a total body workout.



Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.



Black Pearl

Specifications

Dimensions (L x W x H): 80 x 35 x 73 in / 203 x 89 x 186 cm

Equipment Weight: 422 lb / 191 kg
Power: 120 volt, 15 amp circuit

Total Workouts: 12 Resistance Levels: 20

Adjustable Stride Length: 0 - 36 in / 0 - 91 cm Stride Height: 6.8 - 10 in / 17 - 25 cm (Five levels) Language: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

 $\textbf{Console Features:} \ 16 \ \text{in} \ / \ 40.6 \ \text{cm LCD Capacitive Touchscreen with wireless charging, audio jack, and Bluetooth'} \ headphones$

Accessories: Integrated Reading Rack Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.

*The heart rate feature is intended for reference only. They may not be accurate for every user or at every intensity and are not intended for use as a medical device.

EFX 885 Experience™ Series

ELLIPTICAL

Product Highlights

The EFX 885 with Converging CrossRamp[®] combines essential reliability and ease-of-use with a natural, low-impact stride to add value to your facility. Design enhancements ensure easy cleaning and maintenance for you, while the unique adjustable Converging CrossRamp technology and upper body moving handlebars deliver a total body workout for your exercisers.

Product Features

1. Handlebars

With moving handlebars, exercisers can push and pull with their upper body to achieve a total body workout

2. P84 Touchscreen Console

The P84 console offers a brilliant 16-inch touchscreen that provides the best blend of performance, fitness, and entertainment that your exercisers expect. It's designed to deliver a best-in-class content suite with engaging workouts, wireless casting with access to thousands of third-party workout and media apps, and integrated Pluto TV, so exercisers always have the content they want, right at their fingertips.

3. Converging CrossRamp

Patented converging footpath design and incline adjustments between 10 - 35 degrees, along with 20 levels of resistance, give exercisers a challenging workout with a more natural feeling stride.

4. Covered Rear Drive Housing

Maintenance is easy with a covered ramp and rear drive housing that enable quick access for cleaning.

5. Active Status Light

Alerts staff at a glance when the EFX needs maintenance or service.

Specifications

Dimensions (L x W x H): 80 x 28 x 71 in / 203 x 71 x 180 cm

Equipment Weight: 340 lb / 154 kg

Step-up Height: 8 in / 20 cm (pedal at lowest point)

Power: 120 volt, 15 amp circuit

Total Workouts: 22
Resistance Levels: 20
Ramp Angle: 10-35 degrees





Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.



Black Pear

Language: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

Console Features: 16 in / 40.6 cm LCD Capacitive Touchscreen with wireless charging, audio jack, and Bluetooth $^{\circ}$ headphones

Accessories: Integrated Reading Rack Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms

SCL 895 Experience™ Series

STAIRCLIMBER III

Product Highlights

The Precor SCL 895 far exceeds the status quo and invites you to step up to an experience that will delight. Made from durable, high-performance parts and tested beyond industry standards, the StairClimber is built for reliability. The thoughtful design prevents sweat, dirt, and fluid ingress to deliver an ultra-smooth operation and effective cleaning in a single pass. It invites exercises to step on and off with ease, exercise with confidence, and stay motivated with engaging content

Product Features

P94 Touchscreen Console

The P94 console offers a brilliant 22-inch touchscreen that provides the best blend of performance, fitness, and entertainment that your exercisers expect It's designed to deliver a best-in-class content suite with engaging workouts, wireless casting with access to thousands of third-party workout and media apps, and integrated Pluto TV, so exercisers always have the content they want, right at their fingertips. Geographically-inspired milestone workouts entice exercisers to climb 30 well-known global landmarks like the Empire State Building in New York City or the Great Pyramid of Giza.

Low Maintenance Step Chain

To decrease downtime, service panels can be removed in under one minute to easily access internal components. Constructed of high-strength steel, the 428 O-ring motorcycle step chain requires no planned maintenance – simply inspect annually. Clean and lubricate only if needed.

Tested Beyond Industry Standards

The StairClimber has exceeded industry standards, withstanding over 30 different tests, conducted over 10,000 hours in the lab and field for reliability that operators can trust.

Dynamic Step Control

The Dynamic Step Control™ system, with an industry-leading tolerance of +/- 0.5 steps per minute, ensures an accurate, consistent step rate, whether slow or fast for exercisers of all sizes.

Specifications

Dimensions (L x W x H): 59 x 31.7 x 84 in / 150 x 81 x 213 cm

Equipment Weight: 375 lb / 170 kg Power: 120 volt, 15 amp circuit

Recommended Ceiling Height: 9 ft 9 in / 3 m

Step Height: 8 in / 20 cm

Step Dimensions (D x W): 11 in x 20.8 in / 28 cm x 53 cm

Step Rate Range: 20 to 165 steps / minute (SPM)

Total Workouts: 10





Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.





Fit Tests: WFI and CPAT

Language: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

Console Features: $22 \text{ in } / 55.8 \text{ cm LCD Capacitive Touch Screen with wireless charging, audio jack and Bluetooth* headphones$

Accessories: Integrated Reading Rack

Optional - Cable Management

Warranty: Visit www.precorcom for warranty terms.

RBK 685 Experience™ Series

RECUMBENT BIKE

Product Features

1. P84 Touchscreen Console

The P84 console offers a brilliant 16-inch touchscreen that provides the best blend of performance, fitness, and entertainment that your exercisers expect. It's designed to deliver a best-in-class content suite with engaging workouts, wireless casting with access to thousands of third-party workout and media apps, and integrated Pluto TV, so exercisers always have the content they want, right at their fingertips.

2. Step-through Design

Designed for easy entry, the recumbent bike has a step-through design (14 in / 36 cm wide) with a low step-over height (4 in / 10 cm).

3. Air Flex Seat Back

The custom-designed air flex seat features a ventilated panel and unique suspension system for a cool, cushioned ride.

4. Seat Adjustment

The simple seat adjustment allows the exerciser to change the position of the seat with one hand, either on or off the bike.

5. Ease of Maintenance

The easy-to-remove shrouds ensure quick access to the belt-drive system for maintenance and servicing without removing the pedals or crank arms.

6 Pedals

The extra wide pedals comfortably accommodate feet of all sizes and feature integrated, adjustable straps to ensure proper pedaling form.





Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.



Black Fearl

Specifications

Dimensions (L x W x H): 67 x 23 x 53 in / 170 x 58 x 135 cm

Product Weight: 179 lb / 81 kg **Power:** 120 volt, 15 amp circuit

Total Workouts: 12 Resistance Levels: 25

Minimum Watts: 22 (level 1 at 20 RPM)

Maximum Watts: 500 (level 25 at 150 RPM)

Languages: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

Console Features: 16 in / 40.6 cm LCD Capacitive Touchscreen with wireless charging, audio jack, and Bluetooth 'headphones

Accessories: Reading Rack, Dual Water Bottle Holder

Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.

Product Highlights

The UBK 685 Upright Bike features custom-designed handlebars with integrated touch heart rate for an efficient workout experience with maximum comfort. One-handed seat adjustment on or off the bike, a redesigned saddle for riding comfort, and improved knee over pedal spindle (KOPS) geometry for efficient pedaling all provide a smooth, comfortable workout.

Product Features

1. P84 Touchscreen Console

The P84 console offers a brilliant 16-inch touchscreen that provides the best blend of performance, fitness, and entertainment that your exercisers expect. It's designed to deliver a best-in-class content suite with engaging workouts, wireless casting with access to thousands of third-party workout and media apps, and integrated Piuto TV, so exercisers always have the content they want, right at their fingertips.

2. Over-molded Handlebars

The over-molded style adds comfort and durability while offering dual heart rate contacts and three ergonomic riding positions: upright cruising, and road.

3. Seat Adjustment and Improved Saddle Design

The intuitive pop pin seat adjustment allows users to easily change seat height

4. Pedals

The extra wide pedals comfortably accommodate feet of all sizes and feature integrated, adjustable straps to ensure proper pedaling form.

5. Ease of Maintenance

The easy-to-remove shrouds ensure quick access to the beltdrive system for maintenance and servicing without removing the pedals or crank arms.

Specifications

Dimensions (L x W x H): 48 x 21 x 59 in / 122 x 53 x 150 cm

Product Weight: 144 lb / 65 kg **Power:** 120 volt, 15 amp circuit

Total Workouts: 12
Resistance Levels: 25

Minimum Watts: 22 (level 1 at 20 RPM)

Maximum Watts: 500 (level 25 at 150 RPM)





Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.



Black Pearl

Languages: English, Danish, Dutch, French, Finnish, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Simplified Chinese, Spanish, Swedish, Traditional Chinese, Turkish

Console Features: 16 in / 40.6 cm LCD Capacitive Touchscreen with wireless charging, audio jack, and Bluetooth* headphones

Accessories: Reading Rack, Water Bottle Holder

Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.



The Peloton Bike for Commercial Facilities

Bring the immersive cardio experience that's like no other to your exercisers with the Peloton Bike, equipped with features for use in commercial fitness settings.

Our commercial subscription opens the door for unlimited riders to experience the popular expert-led classes for free without their own Peloton subscription

Riders can access live or on-demand classes that offer a variety of music genres, ability levels, class types and lengths, or step off the Bike and try yoga, strength training or stretching. With options like Just Ride, Scenic Rides and the new Peloton Lanebreak, a gamified workout experience, there's simply more to do on or off a Peloton Bike.

The Peloton Bike transports each rider to the center of a studio class with a 21.5" HD touchscreen, compatible with standard or Bluetooth headphones. The belt drive and magnetic resistance keep it whisper-quiet while in use, and after 3 minutes of inactivity, the rider's account will be logged out.

Our 3-year commercial warranty covers your investment for 2 years beyond Peloton's standard consumer warranty.



Peloton Bikes for commercial settings come with convenient dual sided pedals (not shown here) for athletic shoes or SPD* compatible bike shoes.



Specifications

Construction

FRAME: Welded carbon steel frame

ED & Powder coated

RESISTANCE: Magnetic

DRIVE: Poly V® belt drive

PEDALS: Dual-sided with toe cage and SPD* compatible clips

WARRANTY: 3-year commercial warranty

For more details, please visit

commercial.onepeloton.com/warranty

Technology

SCREEN: 21.5" (55 cm) Full HD Multitouch

CAMERA: 5 megapixel front-facing camera

SOUND: Supports standard headphones

Compatible with Bluetooth* headphones

NETWORK REQUIREMENTS: Wired (preferred)

Wireless (WiFi with WPA2; 2.4Ghz or 5Ghz band)

CONNECTIVITY: WiFi 802.11 a/b/g/n/ac

ANT+ wireless

Bluetooth³ 4.0

100 Mbps ethernet

DOWNLOAD/UPLOAD SPEEDS: Download: >10 Mbit/s

Upload: >1 Mbit/s

POWER REQUIREMENTS: 100 V to 240 V, 50 Hz to 60 Hz, 1.2 A Max

Measurements

DIMENSIONS: 59 L x 53 H x 23 W in (150 L x 135 H x 58 W cm)

WEIGHT: Frame: 125 lb (57 kg)

Screen: 10 lb (5 kg)

MAX RIDER WEIGHT: 297 lb (135 kg)



AIRBIKE CLASSIC

Having forged the path to bringing the air bike into the Elite Fitness space, our original Assault AirBike Classic is best known for creating love-hate relationships with those that have been bold enough to give it a try. As with all Assault Fitness products, the AirBike Classic is forged from the highest quality, most durable materials. This old favorite will leave you burning for days.

DIMENSIONS AND WEIGHT ASSEMBLED

L(in) W(in) H(in) WT(ib)	35.61
H(in)	5
W(in)	27.33
L(in)	59.65
ALL(in)	59 05L x 23.3 Na x 50 H

WARRANTY: 2 YEAR PARTS



TRAIN AT HOME ON THE ASSAULT AIRBIKE...

and take your performance to the next fevel!
Designed and tested in the USA with twenty
sealed-bearings tucked and hidden neatly away
under machined and formed steel



THIS CONSOLE DOES NO CONSOLING

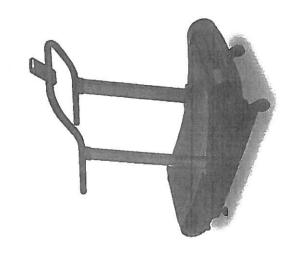
Programmed to push you to your max, the Airbike Classic console gives you seven on-board programs designed to match your mood. From a hard-hitting Tabata interval session to building your own workout based on calories, distance, time or heart rate. More choices mean more motivation



MEET YOUR MATCH

Used by professional athletes and top gyms around the world, the Assault AirBike is built to increase resistance the harder you work. No two workouts are the same

A | R R U N N E R



The name says it all: Like running on air, but with a powerful amount of punch. This treadmill is like none you have ever known, burning more calories than the average motorized version and built with intense training in mind.

AIRUNNER

DIMENSIONS AND WEIGHT ASSEMBLED

ALL(in)	L(in)	W(in)	(in) H(in)	WT(Ib)
69 9L x 32 8W x 64 0Fr	63 ti	22.8	0.40	290.0
, T		Person services entit descriptions	Annual Control of the	the state makes with the state of the state

WARRANTY: 3 YEARS PARTS, 1 YEAR LABOR



NON-MOTORIZED AND SUPER LIGHT This lightweight high performance running machine is only 33° wide and uses no electricity maching it easy to move around your home or warking it easy to move around your home or



OPTIMAL FOR INTERVAL TRAINING

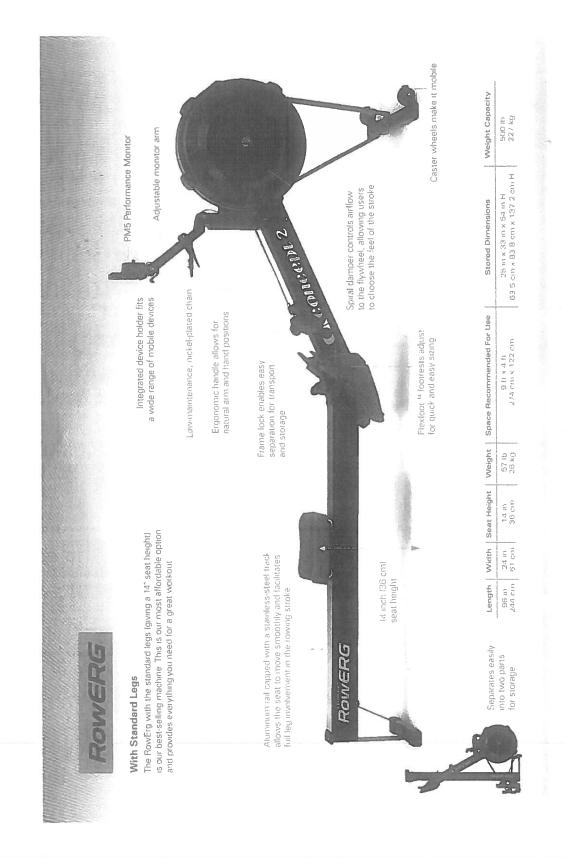
Built with HIIT in mind, the AirRunner console offers customizable programming while tracking time, calories burned, distance, watts, speed,

pace, and heart-rate.



COMMERCIAL

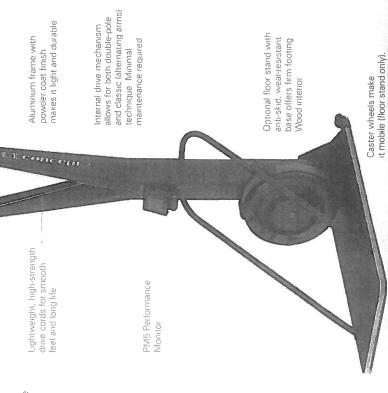
The Assault AirRunner is the premiere manual treadmill built with a steel frame and handrails, corrosion resistant hardware, and a stat belt running surface that lasts up to 150,000 miles.





a skier to benefit from the terrific low impact and full-body exercise. The double poling movement involves not just arms and shoulders, but also motions integral to the sport of Nordic skiing, but you don't need to be core and legs, classic ski technique (alternating arms) is also possible The SkiErg helps build strength and endurance using the poling

lower body injuries as one can sit or kneel and still get a great upper The SkiErg easily accommodates adaptive athletes and those with body and core workout. The SkiErg is suitable for use with most wheelchairs.



Wall mount dimensions Width Wall mounted

Height 85 in 216 cm	Floor Stand dimensions (including SkiErg)	Height
Depth 16 in 40 6 cm	dınıension	Depth
Width 20 5 m 52 cm	Floor Stand	Width

Width Depth Height 23 5 m 50 m 85 m 60 cm 127 cm 216 cm				
	Height	85 in	216 cm	
Width 23 5 m 60 cm	Depth	50 m	127 CIN	
	Width	23 5 m	60 cm	



300 lb 136 kg

SPECIFICATIONS

it in the Life all body shapes and sizes

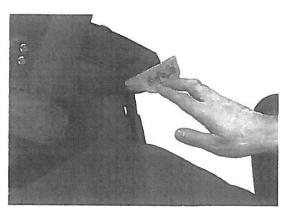
THE SIMPLEST OF

HERE'S HOW WE DID IT.

Easy arm adjustments

40° of hand grip rotation Dual-screen console with easy-to-read touchscreen display Comfortable 360-degree swivel seat supports users up to 500 lbs

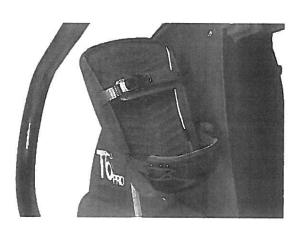




StrideLock feature locks handles and pedals



12-degree seatback recline offers maximum comfort



Adjustable foot straps to fit every user

00000000000000000

Specs

Machine footprint: 73"L x 30"W x 52"H (185cm x 76cm x 117cm)

Weight: 285 lbs. (129 kg)

Standard seat width: 18" (46cm)

Wide seat width: 22" (56cm)

Fits users from 4'6" to 6'7" (137cm to 200cm) in height Power: Medical grade 24V DC power supply included

Build your T6

Base Model Part No. Description

06001 T6_{PRO} with standard 18" width seat

06003 T6_{MAX} with 22" width seat

Optional Add-ons*

Part Number Description

52341 Grab ring support

52421 Lap belt 59095 Torso belt

Adaptive Equipment

Part Number Description

52000 Unilateral Leg Stabilizer Kit

Includes 1 leg stabilizer,

1 strap (26") and 2 storage clips

52065 Bilateral Leg Stabilizer Kit

Includes 2 leg stabilizers,

2 leg straps (26") and 2 storage clips

50680 Wellgrip®- left hand only

50681 Wellgrip – right hand only

50685 Wellgrip Set - left and right hand

Accessories

Part Number Description

50780 Accessory Storage Bag

41815 Floor Mat

05300 NuStep Transporter

51877 Polar®H7 Heart Rate Sensor & Strap

^{*}Must be ordered at time of T6 purchase. Not available as a retrofit option



Prescribed for Progress™



PRO1 Upper Body Product Specifications

Order Code: PRO102-IN

FEATURES

	Pedaling in forward and reverse provides versatility, helps prolong exercise and promotes reciprocal muscle balance
Low starting resistance	6 watts
Resistance range	191 levels of resistance - 20 levels adjustable in .1 increments
Resistance system	3 phase combination generator & eddy current brake - largest watt range in the industry
Foot rests	Foot rests included for comfort and multiple foot placement options
Easy to transport	Integrated transport wheels
Heart rate monitoring	Telemetric (chest strap required)

ACCESSIBILITY & ADJUSTABILITY

Adjustable, tilt head	Accommodates users of all heights and allows them to exercise while seated or standing
Adjustable arm cranks	4 range of motion settings, plus unison motion
Step-through seating	Adjustable step-through allows easy entry and safe and easy access for all users
Direct wheelchair access	Seat slides off for direct wheelchair access - ADA compliant
Wheelchair platform	Provides a sturdy foundation for wheelchair use or for standing exercise
Standard seat	Forward and back adjustability
360° Therapist Assist Pedals	Adjust the seat forward and back from any point around the machine
Seat removal handle	Integrated handle on seat back makes it easy to remove the seat
Zero-sloping forward/back seat adjustment	: Adjust forward and back on level monorail for ontimum control and safe positioning

INTELLI-FITTM CONSOLE

7" LCD full color touch screen display	Touch screen with clear, simple screens and large, readable font.
Audible beep	Yes
Tactile buttons	Tactile buttons in addition to touch screen
Resistance levels	191 levels of resistance - 20 levels adjustable in .1 increments
Display feedback	Time, level, distance, METs, heart rate, calories, RPM, watts
One touch quick start	Yes
Control METs - Constant Work Program	Set constant METs level and the workload remains constant throughout the program.
Iso-Strength Program	Isokinetic program for safe, accommodating resistance
Power Burst	8-second burst of high intensity training
Cool down	Automatic cool down begins after each exercise is completed
Administrative mode	User defined settings, metric or US units of measure and other custom settings
User-defined console languages	9 languages - English, Spanish, French, German, Russian, Japanese, Chinese, Italian, Dutch
Download results to USB flash drive	Plug USB flash drive into the Fit-Key® slot to save workout results in a .txt file
CSAFE port and 8-volt DC power port	Yes
USB charger	For phones and other electronic devices

INTELLI-FIT™ CONSOLE (cont.)

Water bottle holder, accessory tray, reading rack	Integrated			
Personal Cooling Fan	Integrated dual f	ans with three speeds		
Programs	Quick Start	Constant Work - METs	Hills	Heart Fit Test & Training
	Manual	Constant Work - Watts	Fit-Quik®	Power Fit Test & Training
	Heart Rate	Iso-Strength	Random	Stress Test

TECHNICAL SPECIFICATIONS

Power Requirements	Self-generating; low-voltage AC adapter, included
Maximum user weight capacity	500 lbs.
Unit weight	232 lbs.
Unit size	60″L x 30″W x 77″H
Color	Frame: Charcoal Cover: Charcoal
Manufacturing	Assembled in USA

WARRANTY

Parts	3 years
Labor	1 year

ENHANCEMENTS

	Optional Fit-Key* software makes it easy to create specialized programs and track data
Entertainment options	Yes

ACCESSORIES

Internal/External Rotation Device	Strengthens internal and external rotators in one exercise
Assist Gloves	Designed for individuals who require help gripping the hand cranks. Made of heavy-duty closed cell foam that resists moisture. Flexible, comfortable and easy to clean.
Straight Grips	For those who have spasticity, weakness, or tremors in their upper extremities.
Heavy duty wheelchair ramps	For manual and powered wheelchair access. Provides increased stabilization
Polar Chest Strap	Transmits heart rate directly to console - works on all SCIFIT products



SCIFIT Systems, Inc. reserves the right to change or alter specifications at any time without notice and without incurring any obligation.

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PRO1 Specs - PRO102-INT - 2015 - v1

Resolute™ Strength Selectorized Line

Ab Crunch III

Biomechanically Sound

A fixed, non-slip footplate contributes stabilization to the supportive design of the Resolute Ab Crunch to assist exercisers while their torso contracts, mimicking a sit-up or crunch. The counter-balanced pivot system gives exercisers an easier start to their crunch and allows them to increase their working weight.

Designed to Go the Distance

The upholstered pads of the Resolute Ab Crunch underwent 1.2 million cycles of testing to ensure that this machine will be the durable workhorse for any facility. One piece, soft rubber foot caps make the equipment easier to move and will remain in place even if kicked.

Focused on the Experience

Exercisers can set themselves up for a successful set of crunches by using the easy-to-locate seat adjustment to reach the proper height. The patented add-on weight switch is within easy reach. The over-molded hand grips provide texture and padding for comfort.

Specifications

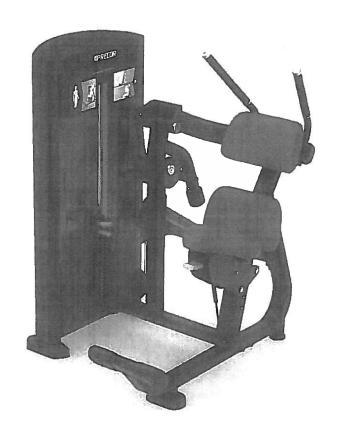
Dimensions (L x W x H): 51 x 47 x 58 in / 130 x 119 x 147 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 559 lb / 254 kg

Weight Stack: 160 lb / 73 kg

Warranty: Visit - www.precor.com for warranty terms.



Color Options

Frame











Additional lead time applies



 Custom shroud wraps are available at an additional cost

Tungsten

Upholstery

Black



Additional apholstery options may have longer lead times. Please contact a sales representative

[·] Colors may var

Resolute™ Strength Selectorized Line

Biceps Curl III

Biomechanically Sound

The angled arm pad and handles on the Resolute Biceps Curl align the exerciser's elbows to the pivot point for maximum comfort and muscle engagement. The arm pad gives optimal support without restricting proper breathing.

Designed to Go the Distance

The upholstered pads of the Resolute Biceps Curl underwent 1.2 million cycles of testing to ensure that this machine will be a durable workhorse for any facility. One piece, soft rubber foot caps make the equipment easier to move and will remain in place even

Focused on the Experience

The arm pad and gas-assisted, ratcheting seat are aligned for the exerciser's comfort, easy entry and exit, and to maintain proper body position and alignment.

Specifications

Dimensions (L x W x H): 48 x 43 x 58 in / 122 x 110 x 148 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 434 lb / 197 kg

Weight Stack: 160 lb / 73 kg

Warranty: Visit www presoccom for warranty terms.



Color Options'

Frame











Glass Wetall Class White

- Custom frame colors are available, subject to minimum order quantities and extended lead times
- "Additional lead time applies.

Shroud



. Custom shroud wrans are

Tungsten







- Additional upholstery options may have longer lead times. Please contact a sales representative

Resolute™ Strength Selectorized Line

Seated Dip III

Biomechanically Sound

The design of the Resolute Seated Dip pivot arms closely matches the feel of the a traditional bar dip to properly engage the triceps muscles. The angle of the seat back helps ensure correct and supported position throughout the whole movement.

Designed to Go the Distance

Over-sized steel tubing lends a sleek, contemporary shape, and contributes to a more durable product. One piece, soft rubber foot caps make the equipment easier to move and will remain in place even if kicked. Tested to 250,000 cycles, the Resolute Seated Dip is designed to go the distance.

Focused on the Experience

The tee-shaped, over-molded handle grips on the Resolute Seated Dip easily rotate to provide a variety of comfortable hand positions. The weight stack pin and patented add-on weight switch are within easy reach to enable quick adjustments between sets.

Specifications

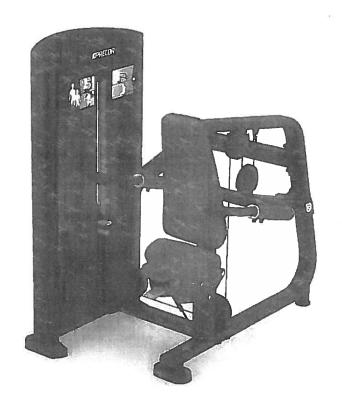
Dimensions (L x W x H): 55 x 48 x 58 in / 140 x 122 x 148 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 585 lb / 266 kg

Weight Stack: 240 lb / 109 kg

Warranty: Visit www.oreco.com for warranty terms.



Color Options'

Frame







Macil Pearl — Gloss Metall (% oss White

- Custom frame colors are available, subject to minimum order quantities and extended lead times.
- "Additional lead time applies

Shroud



Custom shroud wraps are available at an additional cost

Tungsten





Black



- Additional lipholatery options may have longer lead times. Please contact a sales representative
- Colors may ran

Resolute™ Strength Selectorized Line

Diverging Seated Row III

Biomechanically Sound

The Resolute Seated Row features independent movement arms that diverge as they draw back for a natural-feeling rowing motion. This provides better engagement of the back muscles, including the lats, trapezius, biceps, deltoids, and the rhomboids. The multigrip option handles are angled to reduce wrist stress during the exercise.

Designed to Go the Distance

The upholstered pads of the Resolute Seated Row underwent 1.2 million cycles of testing to ensure that this machine will be a durable workhorse for any facility. A contemporary, low profile design across the Resolute line gives even small facilities an open, spacious feel.

Focused on the Experience

The upright, open design makes the Resolute Seated Row easy to access. The adjustable chest pad, in combination with the gas-assisted ratcheting seat, make it easy to get the proper fit and stabilization throughout the movement.

Specifications

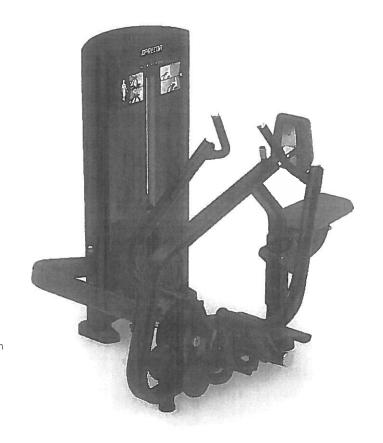
Dimensions (L x W x H): 63 x 55 x 58 in / 160 x 140 x 148 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 616 lb / 280 kg

Weight Stack: 240 lb / 109 kg

Warranty: Visit Was precondon for warranty terms.



Color Options'

Frame













Gross Metallic Gloss White

- · Custom frame colors are available, subject to minimum order quantities and extended lead times.
- 'Additional lead time applies.

Shroud

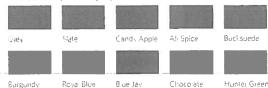


available at an additional cost.

Tungsten

Upholstery





Additional upholstery options may have longer lead times. Please contact a sales representative

Resolute™ Strength Selectorized Line

Back Extension III

Biomechanically Sound

The contoured back pad provides proper support to ensure back muscle activation throughout the movement. The fixed footplate provides stability during the full range of motion.

Designed to Go the Distance

Sealed bearings in all pivot points, oversized steel tubing, and chrome-plated adjustment plates make for quiet, durable operation for years to come.

Focused on the Experience

The open design and single adjustment of the movement arm allows for exercisers to start their workout quickly and easily. The start position, weight adjustment and patented add-on weight switch are all conveniently located from the seated position.

Specifications

Dimensions (L x W x H): 48 x 49 x 58 in / 122 x 124 x 148 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 532 lb / 242 kg

Weight Stack: 200 lb / 91 kg

Warranty: Visit www.piecorcom for warranty terms.



Color Options'

Frame









Gloss Meta Cost White



. Custom frame colors are available, subject to

- minimum order quantities and extended lead times
- "Additional lead time applies

Shroud



Custom shroud wraps are available at an additional cost

Tungsten

Upholstery



Black



- Additional upholstery options may have longer lead times. Please contact a sales representative

Resolute™ Strength Selectorized Line

Diverging Lat Pulldown III

Biomechanically Sound

Independent movement arms and rotating handles allow for various natural arm and hand positions during the full range of the diverging motion. The proprietary ergonomic design of the slipresistant handles optimize grip with less forearm fatigue.

Designed to Go the Distance

The over-sized steel tubing of the Diverging Lat Pulldown contributes to a more durable product while also giving one of the most popular pieces of the Resolute line a timeless, contemporary silhouette. One piece, soft rubber foot caps make the equipment easier to move and will remain in place even if kicked.

Focused on the Experience

The independent movement arms move in a diverging motion, providing a more natural feel, greater range of motion and variety in exercise movement patterns. Exercisers can also target the lats on one side to strengthen the large muscle that helps rotate the arm and pull the shoulder down and back.

Specifications

Dimensions (L x W x H): 57 x 50 x 81 in / 145 x 127 x 206 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 585 lb / 266 kg

Weight Stack: 240 lb / 109 kg

Warranty: Visit www.pracer.com for warranty terms.



Color Options'

Frame











Gloss Metalic Gross White

- Custom frame colors are available, subject to minimum order quantities and extended lead times
- 'Additional lead time applies.



available at an additional cost

Upholstery



Black

Additional Upholstery Options**



Additional upholstery options may have longer lead times. Please contact a sales representative.

Chocolate

Resolute™ Strength Selectorized Line

Rotary Torso III

Biomechanically Sound

The cylindrical arm, seat, and back pads support the posture of the exerciser as they rotate to engage their obliques. The Resolute Rotary Torso provides resistance for rotation in both directions. providing a complete oblique workout.

Designed to Go the Distance

The upholstered pads of the Resolute Rotary Torso underwent 1.2 million cycles of testing to ensure that this machine will be a durable workhorse for any facility. All the pivot and adjustment points are designed for quiet operation for years to come.

Focused on the Experience

No workout is complete if only one side is worked. The unique ratchet system on the Rotary Torso allows the exerciser to easily adjust the start position from left to right and back from a seated position.

Specifications

Dimensions (L x W x H): 48 x 43 x 58 in / 122 x 110 x 148 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 462 lb / 210 kg

Weight Stack: 160 lb / 73 kg

Warranty: Visit www. precor conf for warranty terms.



Color Options'

Frame









Gloss Metal c. Closs White

- "Additional lead time applies

Shroud

Tungsten



Custom shroud wraps are available at an additional cost

Upholstery



Black



[·] Additional upholstery options may have longer lead times. Please contact a sales representative

Resolute™ Strength Selectorized Line

Converging Chest Press III

Biomechanically Sound

The movement arm handles of the Resolute Strength Chest Press can be angled to keep wrists in correct alignment as the exerciser's hands converge. Independent moving arms offer the option to target training to a single arm.

Designed to Go the Distance

The over-sized steel tubing of the Converging Chest Press contributes to a more durable product while also giving one of the most popular pieces of the Resolute line a timeless, contemporary silhouette. All the pivot and adjustment points are designed for quiet operation for years to come.

Focused on the Experience

The Resolute Chest Press starts with an open design that's easy to enter, and offers comfortable upper-body support while seated. Bright adjustment points beneath the seat and on the movement arm handles remind the exerciser to personalize the fit prior to starting the movement.

Specifications

Dimensions (L x W x H): 73 x 50 x 73 in / 185 x 127 x 185 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 594 lb / 269 kg

Weight Stack: 240 lb / 109 kg

Warranty: Visit was a dear for warranty terms.



Color Options'

Frame





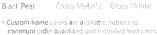












Additional lead time appres

Shroud

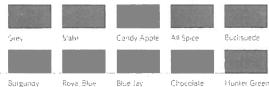


Tungsten

· Custom shroud wraps are ara lable at an additional cost.



Additional Upholstery Options'



Additional upholstery options may have longer lead times. Please contact a sales representative

Resolute™ Strength Selectorized Line

Rear Delt / Pec Fly III

Biomechanically Sound

The dual-pivoting arms accommodate different arm lengths allowing exercisers to comfortably perform each opening and closing movement while maintaining proper form. The gasassisted ratcheting seat helps exercisers optimally position their arm height.

Designed to Go the Distance

The over-sized steel tubing of the Rear Delt / Pec Fly contributes to a more durable product while also giving the tallest of the Resolute line a timeless, contemporary silhouette. Sealed bearings in all pivot points and chrome-plated adjustment plates make for quiet operation for years to come.

Focused on the Experience

With intuitive, clearly marked adjustment points, the Resolute Rear Delt / Pec Fly allows exercisers to transition between the two exercises seamlessly on this single piece of equipment. The word-free instructional placard clearly highlights the two sets of muscles this single machine will work.

Specifications

Dimensions (L x W x H): 56 x 38 x 84 in / 142 x 97 x 214 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 583 lb / 265 kg

Weight Stack: 240 lb / 109 kg

Warranty: Visit www.precor.com, for warranty terms.



Color Options'

Frame













- "Additional lead time applies.



· Custom shroud wraps are ava lable at an additional cost







- · Additional upholstery options may have longer lead times. Please contact a sales representative

Resolute™ Strength Selectorized Line

Converging Shoulder Press III

Biomechanically Sound

The Resolute Converging Shoulder Press correctly positions the exerciser to ensure proper joint stabilization during lifting. Independent moving arms, converging movement, as well as horizontal and neutral hand positions provide options for a personalized fit and exercise variety.

Designed to Go the Distance

The over-sized steel tubing of the Converging Shoulder Press contributes to a more durable product as well as a timeless, contemporary silhouette. One piece, soft rubber foot caps make the equipment easier to move and will remain in place even if kicked.

Focused on the Experience

The open design and overhead pivot make entry and exit fast and easy. The counter-balanced movement arms create a proper motion path and low starting lift weight. Our patented add-on weight switch is within a convenient reach.

Specifications

Dimensions (L x W x H): 61 x 59 x 60 in / 155 x 150 x 152 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 557 lb / 253 kg

Weight Stack: 200 lb / 91 kg

Warranty: Visit www.peconecom for warranty terms.



Color Options'

Frame









minimum order quantities and extended lead times









"Additional lead time applies

Shroud



· Custom shroud wraps are available at an additional cost

Upholstery



Black

Additional Upholstery Options**



Additional upholstery options may have longer lead times. Please contact a sales representative

Leg Press III

Biomechanically Sound

The back pad of the Resolute Leg Press is angled at 35 degrees to encourage proper exerciser form and provides the optimum position for transmitting force to the platform without spinal compression. The oversized, fixed footplate offers a stable platform to work from.

Designed to Go the Distance

Sealed ball-bearings traveling on chrome plated rails means quieter operation. Over-sized steel tubing lends a sleek, contemporary shape and a more durable product. Tested to 250,000 cycles, the Resolute Leg Press is designed to go the distance.

Focused on the Experience

Thoughtful design elements like the integrated step ledge allow exercisers to enter and exit the Resolute Leg Press with ease. Once seated, exercisers can easily personalize the fit and the weight load. Our patented add-on weight requires just a flip of a switch.

Specifications

Dimensions (L x W x H): 77 x 48 x 58 in / 196 x 122 x 148 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 826 lb / 375 kg

Weight Stack: 400 lb / 182 kg

Warranty: Visit www presampes for warranty terms.



Color Options'

Frame

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. Custom frame colors are available, subject to minimum order quantities and exterided lead times Additional lead time applies



· Custom shroud wraps are available at an additional cost







- Additional upholstery ontions may have longer lead times. Please contact a sales representative

Resolute™ Strength Selectorized Line

Leg Extension III

Biomechanically Sound

Before performing the quadriceps contraction on the Resolute Leg Extension, exercisers can easily adjust the ankle pad to the optimal position for a comfortable lift.

Designed to Go the Distance

Chrome-plated linkages not only make adjustments smoother and easier, the high-quality material contributes to a more durable product. Tested to 250,000 cycles using the full weight stack, the Resolute Leg Extension is designed to go the distance.

Focused on the Experience

With intuitive, conveniently placed adjustments, and a wide comfortable seat, the Leg Extension is quickly adjusted to fit most every exerciser. Exercisers can adjust the weight stack selection easily from the seated position.

Specifications

Dimensions (L x W x H): 61 x 50 x 58 in / 155 x 127 x 148 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 616 lb / 280 kg

Weight Stack: 240 lb / 109 kg

Warranty: Visit www.preconcem for warranty terms.



Color Options'

Frame











Gloss Metal Closs White

- · Custom frame colors are available, subject to minimum order quantities and extended lead times
- "Additional lead time applies

Shroud



· Custom shroud wraps are available at an additional cost.

Tungsten

Upholstery





- Additional upholstery options may have longer lead times. Please contact a sales representative

Resolute™ Strength Selectorized Line

Seated Leg Curl III

Biomechanically Sound

The wide seat pad on the Resolute Seated Leg Curl, with a slight 15 degree tilt, properly aligns the exerciser's knee with the pivot point to deliver better muscle isolation and increased comfort.

Designed to Go the Distance

The upholstered pads of the Resolute Seated Leg Curl underwent 1.2 million cycles of testing to ensure that this machine will be the durable workhorse for any facility. Sealed bearings in all pivot points make for quiet, durable operation to go the distance.

Focused on the Experience

The adjustable back pad, start position, thigh stabilizing pad, and weight stack pin are all within easy reach so that the exerciser can personalize the fit of the Seated Leg Curl. Wear-resistant materials on all the touchpoints ensure a long-lasting appearance.

Specifications

Dimensions (L x W x H): 63 x 48 x 58 in / 160 x 122 x 148 cm

Weight Stack Tower Height: 58 in / 148 cm

Equipment Weight: 609 lb / 277 kg Weight Stack: 240 lb / 109 kg

Warranty: Visit www areconcom for warranty terms.



Color Options'

Frame







Glors Metail - Chass of hite

- · Custom frame colors are available, subject to ninimum order quantities and extended lead times
- "Add tional lead time applies

Shroud



Custom shroud wraps are available at an additional cost

Upholstery



Black

Additional Upholstery Options**



Additional upholstery options may have longer lead times. Please contact a sales representative



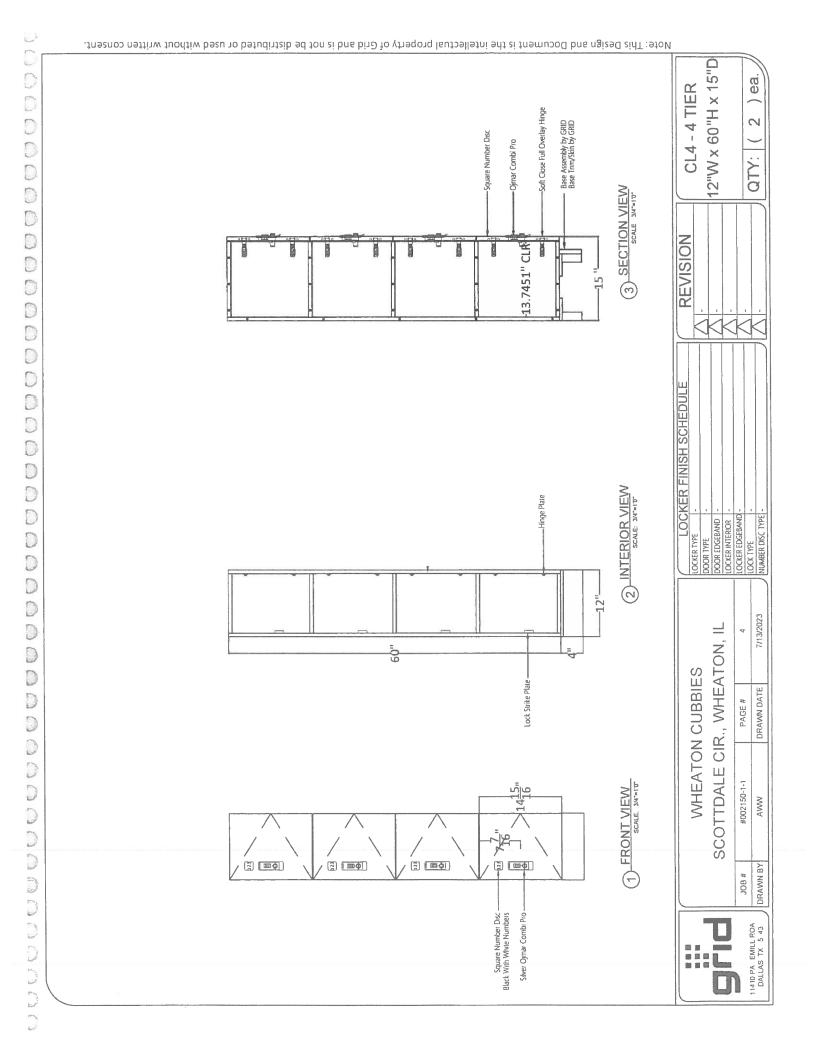


Exhibit C Addendum Number One

Memorandum

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All Bidders

From:

Steve Hinchee, Superintendent of Planning

Date:

July 27, 2023

Re:

Addendum Number One (1)

2023 Parks Plus Fitness Center Equipment Supply/Delivery/Setup

Please add the following information to the <u>2023 Parks Plus Fitness Center Equipment Supply/Delivery/Setup</u> bid specifications and drawings.

1. CLARIFICATION:

All pricing provided from the bidder shall include SHIPPING, DELIVERY, INSTALL. Each individual line item in the BID WORKSHEET on page 44 shall include the SHIPPING, DELIVERY, INSTALL, and the total shall equal the BASE BID TOTAL.

PLEASE NOTE ON YOUR BID PROPOSAL FORM THAT YOU HAVE RECEIVED THIS ADDENDUM OR RETURN A SIGNED COPY OF THE MEMORANDUM WITH YOUR BID PROPOSAL FORM.

ADDENDUM #1 RECEIVED: SIGNED:	
DATE:	
COMPANY:	

Exhibit D Insurance Attachment

Contractor shall obtain insurance of the types and in the amounts listed below.

GENERAL CONDITIONS

The General Conditions are the _ included in these Bid Documents (the "General Conditions").

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby amended to include the following:

1. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, employees, agents and volunteers shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

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

B. Continuing Completed Operations Liability Insurance

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

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

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

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

C. Business Auto and Umbrella Liability Insurance

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

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

D. Workers Compensation Insurance

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

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

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 III.2d 155 (1991).

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning Work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents

or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

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

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The Contractor shall indemnify the Owner and others as required in Section _	of

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