

IPS Inc.

Waterslide Resurfacing & Installation

1305 Briarwood Lane, Sandwich, IL 60548

Phone: 815-482-6726 Email: ips@indianvalley.com

PROPOSAL AND AGREEMENT

For general repair or coating

IPS Waterslides Inc. herein proposes and agrees with Wheaton Park District to the following:

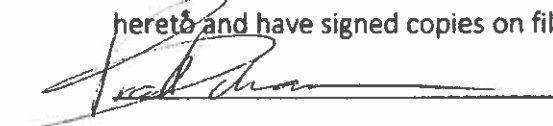
PROPOSAL

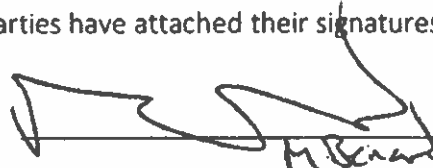
1. IPS Inc. proposes to perform general repair and or coating of Starting Pool(s) identified as/or/at: *Rice Pool Water Park*.
2. The following steps will be used to complete this project:
 - Walk-through (with the parties whose signatures are placed upon this agreement) to inspect and identify areas in need of repair. If the repairs are so significant as to warrant an amended a proposal will be submitted as appropriate. *The walk through can be waived if photographs and projects specifications are provided to IPS Inc. or IPS Inc. possess knowledge of the project and both parties concede that said knowledge is sufficient to enter this agreement.*
 - Repair as needed (see back page).
 - Apply coating (see back page).
 - Conduct a post project walk-through once the walk-through is completed and parties are satisfied, payment is due as agreed to herein.

AGREEMENT

3. WHEATON PARK DISTRICT agrees to provide (as necessary) garden hoses/power washers and a source of water, electrical power, and disposable facilities.
4. WHEATON PARK DISTRICT agrees to keep all personal off the project surface(s) surface until advised by IPS Inc. that people may use the project surface(s).
5. IPS Inc. proposes and WHEATON PARK DISTRICT agrees that the cost of this project will be: **\$see back page**.
6. Payment to be made in the following manner: **50% deposit 50% upon completion**.
7. Any adjustments, changes, or additions to this proposal suggested or made by either party must be in the form of a written counter-proposal, amendment or addendum. No changes will be accepted or binding if put forward verbally only.

This agreement is considered binding only after both parties have attached their signatures hereto and have signed copies on file.


IPS INC.

 5/20/26
WHEATON PARK DISTRICT Exec Dir

May 20, 2026

RESOLUTION CLAUSE

IPS Inc., as indicated by applicable Illinois statutes, regulations, ordinances, and case law as well as any applicable federal statutes, regulations, or case law, reserves the right to seek resolution, protection and/or award from third party should the conditions of this agreement be breached or violated by direct or indirect actions of WHEATON PARK DISTRICT, their agents or employees. If a third party resolution is sought by IPS Inc., IPS Inc. will notify WHEATON PARK DISTRICT in a manner consistent with and prescribed by the aforementioned legal assets.

PROPOSAL 1. Starting Pool Fiberglass/Gelcoat Repair Project.

Process:

1. Cut out Starting Pool Step.
2. Examine hollow area of starting pool to see where leak is located.
3. Fiberglass repair damaged area that is causing leak.
4. Clean area around connecting water pipe.
5. Fiberglass around pipe if needed.
6. Gelcoat repaired area.
7. Fabricate a new step.
8. Gelcoat to finish step surface.

Materials/Equipment/Labor/Travel/Shipping included in price.

Prevailing wage applies.

Total Price.....\$8,525.00

1 Year Warranty.

Price is valid for 10 days.

Thank you for the opportunity to provide this service.

Brad Inman

WHEATON PARK DISTRICT - INSURANCE REQUIREMENTS

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 \$3,000,000 each occurrence. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

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

Park District, and its elected and appointed officials, officers, employees, agents, and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. Any insurance or self-insurance maintained by Park District shall be excess of the Contractor's insurance and shall not contribute with it.

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

B. Workers Compensation Insurance

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

C. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Park District 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.

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

Park District shall have the right, but not the obligation, of prohibiting Contractor or any of Contractor's employees, agents, contractors, or subcontractors from entering the Park Property or the Easement Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the Park District 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.

Contractor hereby represents to and covenants with the Park District that Contractor has and shall maintain (and encumber as necessary) adequate financial resources to cover and protect the Park District and its elected or appointed officials, officers, employees, agents, and volunteers with respect to any claim arising out of the activities to be conducted by or on behalf of Contractor on the Park Property that falls within a deductible or self-insured risk and is thereby not covered by insurance required to be provided under this Agreement.

4. Subcontractors

Contractor shall cause each contractor or subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance and applicable policy endorsement evidencing coverage for each subcontractor.

D. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify 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 the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District and its officers, officials, employees, volunteers and agents against and from any and all claims, costs,

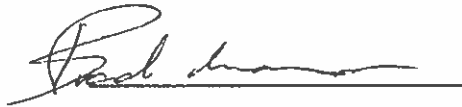
causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

Project Name or Description: Starting Pool leak
Repair

Name of Contractor (Business Name): IPS Waterslides Inc.

Name of Responsible Party (Owner or Officer): Bradley Inman Owner
Print name and Title

Signature:



Date:

5/31/26



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2026

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).

PRODUCER Charles Yi(2223230) 2650 Golf Rd Glenview IL 60025-4744		CONTACT NAME: PHONE (A/C, NO, EXT): 847-904-7272 FAX (A/C, NO): 847-730-5671 E-MAIL ADDRESS: cyi@farmersagent.com																						
INSURED IPS WATER SLIDES, INCORPORATED 1305 BRIARWOOD LN SANDWICH IL 60548		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Truck Insurance Exchange</td><td>21709</td></tr><tr><td>INSURER B:</td><td>Farmers Insurance Exchange</td><td>21652</td></tr><tr><td>INSURER C:</td><td>Mid Century Insurance Company</td><td>21687</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Truck Insurance Exchange	21709	INSURER B:	Farmers Insurance Exchange	21652	INSURER C:	Mid Century Insurance Company	21687	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

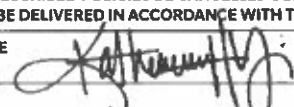
INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY			607161623	02/20/2026	02/20/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			607158933	01/26/2026	01/26/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WHEATON PARK DISTRICT IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

WHEATON PARK DISTRICT 102 E WESLEY ST WHEATON IL 60187		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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