

# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Nineteenth day of February in the year Two Thousand Twenty-Six  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Wheaton Park District  
102 East Wesley Street  
Wheaton, IL 60187-5934  
630-665-4710

and the Contractor:  
(Name, legal status, address and other information)

PlayCore Wisconsin, Inc. d/b/a GameTime  
150 PlayCore Drive S.E.  
Fort Payne, AL 35967  
(800) 438-2780 office  
(815) 355-9225 mobile  
(704) 525-7356 fax

for the following Project:  
(Name, location and detailed description)

Wheaton Park District Prairie Path Park Playground Unitary Surfacing  
620 Park Ave.  
Wheaton, IL 60189

The Architect:  
(Name, legal status, address and other information)

Owner shall serve as the Architect unless otherwise specified by Owner.

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

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**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The omission of any material from the Specifications made a part of this Contract is not to be interpreted to the effect that omitted material will not be furnished by the Contractor. All material and labor, unless specifically indicated as being furnished by the Owner, must be furnished, installed and performed by the Contractor under the Contract Agreement.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: July 27, 2026

**Final completion shall be not later than August 7, 2026.**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eighty-Five Thousand Five Hundred Eighty-Five Dollars and Thirty Cents (\$ 85,585.30 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

As set forth in paragraph 2 of the Special Conditions contained in the bid package materials.

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

#### ARTICLE 5 PAYMENTS

##### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment

issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3**

Payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq).

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10%

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

At Owner's sole discretion, retainage may be reduced to five percent (5%) upon completion of fifty percent (50%) of the

Work.

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

Final payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

**§ 5.3 Interest**

Payments shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

%

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for*

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User Notes:

*the Owner's convenience.)*

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

#### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:  
*(Name, address, email address, and other information)*

Michael Benard  
102 East Wesley Street  
Wheaton, IL 60187-5934  
630-665-4710 office  
(630) 945-7726 cell  
mbenard@wheatonparks.org

§ 8.3 The Contractor's representative:  
*(Name, address, email address, and other information)*

Scott Cunningham  
General Manager  
150 PlayCore Drive S.E.  
Fort Payne, AL 35967  
(800) 438-2780 office  
(704) 525-7356 fax  
(815) 355-9225 mobile  
doug@cunninghamrec.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in the Supplementary Conditions contained in the bid package materials.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents as specifically set forth in the Instructions to Bidders.

§ 8.7 Other provisions:

§ 8.7.1 Notwithstanding any other provision of this Agreement, if either party is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract or to seek a declaration of rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and expenses and costs incurred (including but not limited to expert fees, transcription fees, deposition costs, copying and other costs) pertaining thereto including those fees and costs related to any appeal.

§ 8.7.2 This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination, and any subsequent determinations issued by the Illinois Department of Labor. These revisions may be accessed by computer at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the

time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>.

All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract. Notwithstanding anything else in this Agreement to the contrary, the Owner's obligation to make payment to Contractor shall be expressly contingent upon Contractor's timely submission of certified payrolls as required by the Prevailing Wage Act on forms promulgated by the Illinois Department of Labor. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

§ 8.7.3 If any section, paragraph, clause phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

§8.7.4 This Contract shall be governed by the internal laws of the State of Illinois both as to interpretation and enforcement. The parties agree that all disputes between them, whether arising out of or related to the Contract or arising out of any statute, regulation or common law, will be litigated exclusively in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The parties expressly consent to the exclusive jurisdiction and venue of such court, and covenant not to sue in any other court. The parties waive their right to argue that this court is an inconvenient forum.

§ 8.7.5 This Contract contains the entire agreement between the parties. There are no covenants, promises, conditions, or understandings, either oral or written, other than those contained herein or those that may be added by amendment.

§ 8.7.6 The Contractor shall provide a drug free workplace as provided for in Public Act 86-1459.

§ 8.7.7 If the Owner fails to appropriate funds to enable continued payment of multi-year contracts/purchase orders, the Owner may cancel, without termination charges, by giving Contractor at least thirty (30) days prior written notice of termination.

§ 8.7.8 The Contractor, its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

§ 8.7.9 Contractor warrants and represents that it has not violated, and will not violate, any provisions of the Illinois State Officials and Employees Ethics Act in responding to the solicitation for bids for the Contract.

§ 8.7.10 The Owner does not pay Federal Excise Tax or Illinois Sales Tax.

§ 8.7.11 The terms and conditions of this Contract shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

§ 8.7.12 The individual signing this Contract on behalf of Contractor represents and warrants that he has the authority to execute this Contract.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

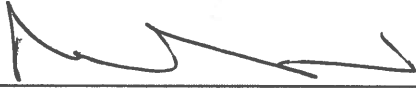
Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Invitation to Bid; Instructions to Bidders; General Conditions; Supplementary and/or Special Conditions, if any; Plans, Drawings, Specifications, Scope of Work, Contractor Bid Form, Addenda, if any; Contractor's Compliance and Certifications Attachment; Substance Abuse Certification; Prevailing Wage Determination and Supersedes Notice; Performance Bond and Labor Material Payment Bond and proof of insurance.

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

BY: Michael Benard, Executive Director

(Printed name and title)



CONTRACTOR (Signature)

BY: Scott Cunningham, General Manager

(Printed name and title)

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:38:26 CST on 02/19/2026.

## Changes to original AIA text

### PAGE 2

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The omission of any material from the Specifications made a part of this Contract is not to be interpreted to the effect that omitted material will not be furnished by the Contractor. All material and labor, unless specifically indicated as being furnished by the Owner, must be furnished, installed and performed by the Contractor under the Contract Agreement.

### PAGE 3

Final completion shall be not later than August 7, 2026.

### PAGE 4

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~

~~(Federal, state or local laws may require payment within a certain period of time.) Payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq).~~

~~§ 5.1.7.1.1 The following items are not subject to retainage:~~

~~(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)~~

### PAGE 5

~~§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~

~~(Insert any other conditions for release of retainage upon Substantial Completion.)~~

~~§ 5.2.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Final payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

### § 5.3 Interest

Payments shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) ~~due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)~~

%

## PAGE 6

~~§ 8.5.1~~ The Owner and the Contractor shall purchase and maintain insurance as set forth in the Supplementary Conditions contained in the bid package materials ~~AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~

~~§ 8.5.2~~ The Contractor shall provide bonds as set forth in ~~AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents as specifically set forth in the Instructions to Bidders.~~

~~§ 8.6~~ Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: ~~(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

## PAGE 8

~~.2~~ AIA Document A101™ 2017, Exhibit A, Insurance and Bonds

~~.4~~ Building information modeling exhibit, dated as indicated below:  
~~(Insert the date of the building information modeling exhibit incorporated into this Agreement.)~~

## Variable Information

### PAGE 1

AGREEMENT made as of the Nineteenth day of February in the year Two Thousand Twenty-Six  
(In words, indicate day, month and year.)

Wheaton Park District

102 East Wesley Street  
Wheaton, IL 60187-5934

630-665-4710

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User Notes:

(6949c5b94d365fb6da583b9e)

PlayCore Wisconsin, Inc. d/b/a GameTime

150 PlayCore Drive S.E.  
Fort Payne, AL 35967

(800) 438-2780 office  
(815) 355-9225 mobile

(704) 525-7356 fax

Wheaton Park District Prairie Path Park Playground Unitary Surfacing

620 Park Ave.  
Wheaton, IL 60189

Owner shall serve as the Architect unless otherwise specified by Owner.

**PAGE 2**

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

**PAGE 3**

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date: July 27, 2026

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eighty-Five Thousand Five Hundred Eighty-Five Dollars and Thirty Cents (\$ 85,585.30 ), subject to additions and deductions as provided in the Contract Documents.

As set forth in paragraph 2 of the Special Conditions contained in the bid package materials.

**PAGE 4**

10%

At Owner's sole discretion, retainage may be reduced to five percent (5%) upon completion of fifty percent (50%) of the Work.

**PAGE 5**

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**PAGE 6**

N/A

Michael Benard

102 East Wesley Street  
Wheaton, IL 60187-5934

630-665-4710 office

(630) 945-7726 cell

mbenard@wheatonparks.org

Scott Cunningham  
General Manager

150 PlayCore Drive S.E.  
Fort Payne, AL 35967

(800) 438-2780 office

(704) 525-7356 fax

(815) 355-9225 mobile

doug@cunninghamrec.com

§ 8.7.1 Notwithstanding any other provision of this Agreement, if either party is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract or to seek a declaration of rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and expenses and costs incurred (including but not limited to expert fees, transcription fees, deposition costs, copying and other costs) pertaining thereto including those fees and costs related to any appeal.

§ 8.7.2 This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination, and any subsequent determinations issued by the Illinois Department of Labor. These revisions may be accessed by computer at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>.

All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract. Notwithstanding anything else in this Agreement to the contrary, the Owner's obligation to make payment to Contractor shall be expressly contingent upon Contractor's timely submission of certified payrolls as required by the Prevailing Wage Act on forms promulgated by the Illinois Department of Labor. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

§ 8.7.3 If any section, paragraph, clause phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

§ 8.7.4 This Contract shall be governed by the internal laws of the State of Illinois both as to interpretation and enforcement. The parties agree that all disputes between them, whether arising out of or related to the Contract or arising out of any statute, regulation or common law, will be litigated exclusively in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The parties expressly consent to the exclusive jurisdiction and venue of such court, and covenant not to sue in any other court. The parties waive their right to argue that this court is an inconvenient forum.

§ 8.7.5 This Contract contains the entire agreement between the parties. There are no covenants, promises, conditions, or understandings, either oral or written, other than those contained herein or those that may be added by amendment.

§ 8.7.6 The Contractor shall provide a drug free workplace as provided for in Public Act 86-1459.

§ 8.7.7 If the Owner fails to appropriate funds to enable continued payment of multi-year contracts/purchase orders, the Owner may cancel, without termination charges, by giving Contractor at least thirty (30) days prior written notice of termination.

§ 8.7.8 The Contractor, its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

§ 8.7.9 Contractor warrants and represents that it has not violated, and will not violate, any provisions of the Illinois State Officials and Employees Ethics Act in responding to the solicitation for bids for the Contract.

§ 8.7.10 The Owner does not pay Federal Excise Tax or Illinois Sales Tax.

§ 8.7.11 The terms and conditions of this Contract shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

§ 8.7.12 The individual signing this Contract on behalf of Contractor represents and warrants that he has the authority to execute this Contract.

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Invitation to Bid; Instructions to Bidders; General Conditions; Supplementary and/or Special Conditions, if any; Plans, Drawings, Specifications, Scope of Work, Contractor Bid Form, Addenda, if any; Contractor's Compliance and Certifications Attachment; Substance Abuse Certification; Prevailing Wage Determination and Supersedes Notice; Performance Bond and Labor Material Payment Bond and proof of insurance.

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, BRIAN J. ARMSTRONG, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:38:25 CST on 02/19/2026 under Order No. 20250115534 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

Attorney

(Dated)

February 19, 2026





AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY **MARSH USA, LLC.		NAMED INSURED PlayCore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

INSURERS AFFORDING COVERAGE/NAIC #

INSURER G: National Fire Insurance Co Of Hartford (20478)

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company  
 Policy Number: 7039918885 (OH, ND, WY, WA)  
 Dates: 08/01/2025 - 08/01/2026

Carrier: Continental Insurance Company  
 Policy Number: 7092684051 (CA)  
 Dates: 08/01/2025 - 08/01/2026

WC 7 39895530 - AL, CO, FL, GA, ID, IL, IN, KS, KY, MA, ME, MD, MI, MN, MO, MT, NV, NY, NC, OK, PA, SC, TN, TX, UT, VA  
 WC 7 39895544 - CA  
 WC 7 39918871 - AZ, OR, WI

POLICY NUMBER: MKLV2PBC002465  
 EFFECTIVE: AUGUST 1, 2025  
 EXPIRES: AUGUST 1, 2026

COMMERCIAL GENERAL LIABILITY  
 CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: PlayCore Group, Inc.**

**Endorsement Effective Date: 08/01/2025**

<b>SCHEDULE</b>
<b>Name Of Person(s) Or Organization(s): " Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss."</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



**Product Name**  
**Business Auto**

Form No: CA 20 48 10 13  
Endorsement Effective Date: 08/01/2025  
Endorsement No: TBD; Page: TBD  
Underwriting Company: CONTINENTAL CASUALTY COMPANY

Policy No: BUA 7039895527  
Policy Effective Date: 08/01/2025  
Policy Page: TBD



Workers Compensation And Employers Liability Insurance  
Policy Endorsement

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)  
Endorsement Effective Date: 08/01/2025 Endorsement Expiration Date: 08/01/2026  
Endorsement No: 38; Page: 1 of 1  
Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606

Policy No: WC 7039895530,  
WC7039895544, WC 7039918871,  
WC 7039929062  
Policy Effective Date: 08/01/2025  
Policy Page: 271 of 394



TO: Board of Commissioners

FROM: Brian Kimbrough, Director of Parks & Planning  
Steve Hincee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Prairie Path Park Playground Surfacing Project

DATE: February 18, 2026



**SUMMARY:**

As a part of the planned Prairie Path Park playground replacement, playground safety surfacing must be installed. Staff continues to recommend unitary surfacing for consistency of safety and accessibility. Our bid specifications are written to allow for a variety of surfacing types that will meet the current standards for fall protection and accessibility.

Plans and specifications were prepared by staff and made available to 23 companies. Bids were solicited on January 15, 2026, and the bid results were as follows:

Contractor	Surface Material	Base Bid:	Alternate Bid: Ten Year Warranty Cost	Total	Sq. Ft. Cost
Cunningham Recreation	Artificial Turf	\$85,585.30	\$0	\$85,585.30	\$18
Perfect Turf	PIP	\$90,480	\$7,840	\$98,320	\$20.24
Perfect Turf	Artificial Turf	\$116,050	\$0	\$116,050	\$24

Alternate Bid #1 requested an additional cost for a ten-year extended warranty. This is recommended to ensure the surface lasts at least half the expected life cycle of the playground equipment and is done to create a level basis of bids as terms of company warranties can vary.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The purchase of playground equipment from Game Time in the amount of \$82,183.08 was approved at the July 16, 2025, board meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

Account #	Description	Amount
40-800-836-57-5701-0000	Prairie Path Park Capital (FY 2025)	\$180,000
40-800-836-57-5701-0000	Prairie Path Park Capital (FY 2026)	\$100,000
40-000-000-12-1224-0000	Accessibility funding (25% of project amount)	\$25,000

The WPD Projects crew will perform all removals, site work (such as concrete sidewalks and curbs), and installation of the playground equipment.

The anticipated costs are as follows:

<b>Item</b>	<b>Cost</b>	
Equipment – Game Time	\$82,183.08	<b>Purchased in 2025</b>
Safety Surfacing	\$85,585.30	<i>Proposed</i>
Removals	\$11,200.00	Estimated
Site Furniture	\$7,000.00	Estimated
Landscape	\$7,500.00	Estimated
Misc. Site Work	\$15,000.00	Estimated
<b>Total</b>	<b>\$208,468.38</b>	

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

Contract documents were provided by our legal counsel.

**ATTACHMENTS:**

N/A

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve the base bid and no cost Alternate bid from Cunningham Recreation in the total amount of \$85,585.30 along with a contingency of \$8,558.53.