INVITATION TO BID/BID FORM
November 4, 2026

OAK PARK ELEMENTARY SCHOOL DISTRICT 97
WHITTIER ACCESSIBLE PLAYGROUND
DISTRICT 97 - 715 NORTH HARVEY, OAK PARK, IL 60302
AND ALL ELEMENTARY SCHOOL SITES FOR SURFACES

BID GROUP – WHITTIER ACCESSIBLE PLAYGROUND

OWNER:

Board of Education – Oak Park Elementary School District 97

260 Madison Street

Oak Park, IL 60302

Issued for Bid:
Nov 4, 2026

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I. ADVERTISEMENT FOR BID

The Board of Education of Oak Park Elementary School District #97 will receive sealed Whittier Accessible Playground bids at Whittier Elementary School located at 715 North Harvey, Oak Park, IL, 60302, until 3:00 p.m. on Wednesday, December 2, 2026, and all other elementary schools as an alternate bid. At this time, sealed responses will be publicly opened and read at the meeting at 3:00 p.m.

Copies of specifications may be secured at the Oak Park Elementary School District #97 District Office, 260 Madison Street, Oak Park, IL 60302, but only able to be picked up by emailing Michael Arensdorff (marensdorff@op97.org), to schedule a time. Cut-off date for receiving scope of services is 3:00 pm, Friday, November 20, 2026.

Responses mailed or delivered shall be marked to the attention of:

Michael Arensdorff
Oak Park School District 97
260 Madison Street
Oak Park, IL 60302

The front of the envelope should be clearly marked "Whittier Accessibility Playground". Additional information may be obtained by contacting Mr. Michael Arensdorff at (708) 524-3015 or marensdorff@op97.org. Faxed or electronically submitted bids will not be accepted. Any faxed or electronically submitted bid will disqualify vendors.

Responses Due Date: Wednesday, December 2, 2026 at 3:00 P.M.

Only those responses complying with the provision and specification of the response will be considered. The Board of Education reserves the right to waive any informalities, qualifications, or irregularities and/or reject any or all responses, when in its opinion, such action will serve the best interest of the Board of Education of Oak Park Elementary School District 97.

Lee-Anne Roskopf, Board Secretary

II. BID CALENDAR

Publication of Request for Bids:	November 4, 2026
Bid Due Date:	December 2, 2026 at 3:00 p.m. at the District's Administration Center, located at 260 W. Madison Street, Oak Park, Illinois 60302
Bid Opening:	December 2, 2026 at 3:00 p.m.
Delivery of Equipment:	No later than July 1, 2027
Installation:	Between June 15-August 16, 2027 depending on the status of delivery and install schedule. Has to be complete by August 16, 2027 at the latest.

III. BIDDING INSTRUCTIONS AND GENERAL TERMS AND CONDITIONS

1. **INTENT.** The intention is to purchase equipment and services for the installation of the Equipment in the Whittier Accessible Playground ("Project") for Oak Park Elementary School District 97.

2. DEFINITIONS

2.1 **Equipment** are the items that the Owner seeks to purchase and have installed by the Contractor and is specified in the Whittier Accessible Playground for Bid document included in these Bid Documents. The Equipment that the Contractor procures shall be new and in the manufacturer's packaging, unopened.

2.2 **Installation** shall mean the installation of Equipment at the Project as required by in the Scope of Work attached to the Contractor Agreement for Installation of Whittier Accessible Playground Equipment.

2.3 **Base Bid** is the total sum of the cost to procure the Required Number of Products (column no. 2) for the Equipment specified in the Whittier Accessibility Playground for Bid document included in these Bid Documents, and the cost to install said Equipment as required by the Contract Documents.

2.4 **Alternate Bid** is the bidder's price to procure and install each additional Product with the maximum number of Products stated in column 3 of the Whittier Accessibility Playground for Bid document included in these Bid Documents. Also, the repair and/or replacement of all playground surfaces as listed in the specifications on page 8.

2.5 **Owner** is the Board of Education of Oak Park School District No. 97 and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

2.6 **Contractor** is the lowest responsible bidder to whom the contract for the Work is awarded. Contractor is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters the Contract. The term "\Contractor" means the Contractor's authorized representative.

2.7 **Contract Documents** include the Advertisement for Bid, Bid Calendar, Bidding Instructions and General Terms and Conditions, Whittier Accessibility Playground for Bid, Contractor Agreement for Installation of Whittier Accessible Playground Equipment, Scope of Work for Contractor Agreement, bid forms, certificates and affidavits as contained in this bid package, and including all exhibits; together with Contractor's Bid Submittal. The Contract Documents constitute the entire agreement ("Contract") between the Owner and Contractor with respect to the purchase of Whittier Accessibility Playground equipment and the installation of said equipment and supersede any prior oral or written agreement between the parties. This Contract may not be terminated or amended orally, but only by the written agreement of both parties or as otherwise set forth in this contract.

3. **TIME OF COMPLETION.** Time is of the essence. Bidders should refer to and consider the Preliminary Project Schedule when preparing their bids. The Equipment shall be delivered to Whittier Elementary Schools no later than July 1, 2027. Installation will need to be scheduled with the Owner for some date(s) between July 15 – August 16, 2027, depending on the status of construction on the Project.

4. **BIDDER QUALIFICATIONS AND EVALUATION CRITERIA.** All bidders must be qualified contractors and demonstrate the capability to provide services required in accordance with the bid specifications. Bids shall be evaluated as follows (not listed in order of priority):
   - Bid pricing
   - Compliance with specifications
   - References (Complete the Reference Sheet included herein.)

- Experience
- Submittal compliance

5. **BID PREPARATION.** All bidders shall complete all forms provided in this bid package. All forms shall be free from interlineations and erasures. Failure to properly complete and return all forms may subject the bid to rejection. Each bid submittal with all completed forms shall be sealed in an opaque envelope and labeled "SEALED BID FOR WHITTIER ACCESSIBLE PLAYGROUND EQUIPMENT AND INSTALLATION SERVICES – DO NOT OPEN PRIOR TO BID DATE". Each bid submittal shall be labeled with the name and address of the bidder and shall be addressed to Mr. Michael Arensdorff, Chief Operations & Technology Officer, Oak Park School District No. 97, Oak Park School District Administration Center, 260 W. Madison St., Oak Park, Illinois, 60302.

6. **SECURITY GUARANTEE.** Each bidder shall submit a Bid Bond in the amount of 5% to serve as a guarantee that the Contractor shall enter into a contract with the Owner to perform the work identified herein, at the price bid. This security shall be retained by the Owner throughout the contract term to guarantee the Contractor's performance in accordance with the terms and conditions of the contract. The bid security consisting of either: (a) a bank draft or cashier's check payable to the order of "Board of Education of Oak Park School District No. 97" issued by or drawn on a bank having its principal offices in the State of Illinois; or (b) by a bid bond payable to the Board of Education of Oak Park School District No. 97", duly executed by the bidder as principal, and a corporate surety authorized to do business in the State of Illinois and having a minimum equivalent of at least an A rating by Best Key Rating Guide. **Any bid not complying with the Security requirement may be rejected as non-responsive.**

7. **NON-CONFORMING BIDS.** Any bid submittal that contains or purports to contain qualifications, terms, conditions, or provisions in addition to or in conflict with this bid package shall be rejected as non-responsive. Any bid that omits bid pricing for any part or parts of the base bid shall be rejected as non-responsive.

8. **BID SUBMITTAL.** All bids shall be submitted to Mr. Michael Arensdorff, the District's Chief Operations & Technology Officer, at the Oak Park School District Administration Center, 260 W. Madison St., Oak Park, Illinois, 60302. The deadline for submitting bids is Wednesday, December 2, 2026 at 3:00 p.m.

9. **BIDDER'S REPRESENTATION.** BY SUBMITTING A BID, THE BIDDER REPRESENTS TO THE DISTRICT THAT IT HAS CAREFULLY REVIEWED THE DISTRICT'S WHITTIER ACCESSIBLE PLAYGROUND EQUIPMENT NEEDS AND THIS BID PACKAGE, AND IS NOT AWARE OF ANY VAGUE, AMBIGUOUS OR INCONSISTENT TERMS CONTAINED THEREIN.

10. **WITHDRAWAL OF BIDS.** Any bid may be withdrawn and/or resubmitted prior to the time of bid opening.

11. **BID OPENING.** On Wednesday, December 2, 2026 at 3:00 p.m., all bids will be opened and read aloud by an employee of the District.

12. **FIRM BIDS.** All bids submitted to the Owner shall be firm and irrevocable for a period of ninety (90) days after the date of bid opening. At any time within this period, the Owner may award the Contract to the lowest responsive and responsible bidder.

13. **ACCEPTANCE OR REJECTION OF BIDS.** The Owner reserves the right to waive any non-material variances or irregularities in the bid process; to award the Contract to the lowest, responsive, and responsible bidder, or to reject all bids.

14. **AWARD OF CONTRACT.** The Contract shall be awarded to the lowest responsive and responsible bidder who meets the specifications including financial capacity to perform, experience and qualifications performing similar work, scheduling and availability to perform the work within the time allowed. The lowest bid will be determined based upon the Base Bid and/or a combination of the Alternate Bids. The Owner may award all or a part of the contract based upon any combination of the Base Bid and/or Alternate Bid(s). Responsiveness will be determined based upon compliance with the instructions to bidders. The award of contract will be based upon the information provided by each bidder with its bid submittal. Upon such award, the successful bidder shall be known as the

"Contractor," and shall be bound to provide the equipment and perform the services in accordance with this bid package, including without limitation the instructions to bidders, conditions of contract, contract specifications, and addenda, if any. By submitting its bid, the successful bidder agrees to enter into the Contractor Agreement for Installation of Audio Visual Equipment upon award of the Contract by the Owner.

15. **CONTRACT BONDS.** If the contract amount exceeds $50,000, the Contractor as principal shall furnish to the Owner as obligee bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq*.

16. **ADDITIONAL INFORMATION.** Should the bidder require additional information about this bid, submit questions via email to: Michael Arensdorff – marensdorff@op97.org. Questions are required no less than 5 business days prior to Bid Opening date.

    ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

17. RESPONSIVE BID

17.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

17.2 Bidders shall promptly notify the Owner of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

18. **INSURANCE**. Contractor shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified in the Contractor Agreement for Installation of Playground Equipment.

19. **CHANGE IN STATUS.** The Contractor shall notify Owner immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Owner shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

20. **CHANGE ORDERS**. In the event that a change order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. No change orders will be permitted unless authorized in writing by the Owner. Contractor shall not be paid for any change orders unless said change order is signed by the Owner.

21. PRECEDENCE. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements; either or both in accordance with the Owner's interpretation.

IV. WHITIER ACCESSIBLE PLAYGROUND EQUIPMENT SCOPE FOR BID

Linked here is a folder of the materials for the design and equipment. In addition, the design is set up to complete the project over a phased approach. We would look for a proposal for the cost to complete the work in one phase during the summer of 2027, as well as, a proposal done in two phases over the summer of 2027 (phases 1) and 2028 (phase 2), as laid out in the linked folder above.

Phase 1 - Scope of Work:

1. Remove and dispose of existing playground equipment, rubber surfacing, concrete foundations, and concrete curbing.
2. Excavate areas as needed and haul away spoils.
3. Supply and install new phase 1 playground equipment as listed below and shown on plan.
4. Supply and install new Poured in Place (PIP) rubber surfacing as shown on plan with critical fall height that meets or exceeds equipment fall heights and is IPEMA certified to meet ASTM safety requirements and a minimum critical fall height of 5' for the main structure – Min 2-1/2" thick PIP. Color to be 50% color/50% black speckled mix. Single color mix.
5. Supply and install compacted stone base 4" – 6" deep CA7 as needed for base preparation for poured in place surfacing. Provide beveled transition areas as shown on plan using CA6 compacted stone – allowing PIP to transition down to grade where there is not concrete curb.
6. Supply and install new concrete area (approx. 602 sf) as shown on plan.
7. Supply and install 6" deep engineered wood fiber for circle area (approx..306 sf) in center of concrete path.
8. Provide restoration of disturbed surrounding grass.
9. Supply new concrete curbing (6" wide x 9"-12" deep) on south end of PIP area (approx.44' lf).

Phase 1 Playground Equipment List:

QTY.	NO.	DESCRIPTION
		Landscape Structures PlayBooster Components
		2-5 Year Olds Play Equipment
1	171539A	Ramp Deck Extension DB 16"Dk
1	111346B	Ramp Exit Plate DB
1	156232A	Ramp w/Guardrails w/Curbs Meets ASTM
1	143199B	Conical Climber 40"Dk DB
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps
1	345312A	Loop Ladder 48"Dk DB

1	CP014763A	DTR PB 42" OC Rocker Seat
1	CP014765A	DTR PB 84" OC Straight Swiggly Stix Bridge
1	178710A	Hexagon Tenderdeck
2	121948A	Kick Plate 8"Rise
2	111228A	Square Tenderdeck
1	185852A	Transfer Step w/2 Handloops DB
2	111231A	Triangular Tenderdeck
1	191031A	Accessible Panel Curb
2	160694A	Barrier With Infill Panel
1	123844A	Braille Panel Above Deck
1	345273A	Handhold Panel Set
1	345295A	Navigator Reach Panel Above Deck
1	116244B	Pipe Barrier w/Wheel Above Deck
1	139782A	2"Horizontal Ladder 4-5 Years
1	141887A	Access/Landing Assembly Seat Barrier Left 8"Dk
4	111404G	100"Alum Post DB
5	111404E	116"Alum Post DB
1	111404D	124"Alum Post DB
2	111404C	132"Alum Post DB
6	111403G	134"Alum Post For Roof DB
1	154883C	233"Steel Post (60" Bury) For CoolTopper Single Post Pyramid Roof
2	111404J	76"Alum Post DB
3	111404H	92"Alum Post DB
1	154884A	CoolToppers Single Post Pyramid Roof DB Only
1	130567A	Hex Shingle Roof
1	CP022366A	DTR PB RH Transition Bench for Rollerslide Exit
1	123333A	Rollerslide 40"Dk DB
1	123337A	Single Slide 40"Dk DB
1	122033D	SpyroSlide 56"w/Hanger Bracket DB
1	126204B	30"Dia Crawl Tunnel 64" w/o View Above Deck

1	307436A	Footprint Balance Beam DB
2	120710A	Pod Climber 8" DB

Phase 2 – Scope of Work

1. Remove beveled edge transition of PIP on Western edge of playground.
2. Excavate areas as needed on East and West end of playground and inside the circle seating area and haul away spoils.
3. Supply and install new phase 2 equipment as listed below and shown on plan.
4. Supply and install new Poured in Place (PIP) rubber surfacing as shown on plan (West area with 4' min CFH and East swing area with min. 8' CFH and seating circle – no CFH) with critical fall height that meets or exceeds equipment fall heights and is IPEMA certified to meet ASTM safety requirements. 50% color / 50% black speckled mix.
5. Supply and install compacted stone base 4" – 6" deep CA7 as needed for base preparation for poured in place surfacing.
6. Supply and install new concrete curbing as shown on plan.
7. Supple and install small area North of swingset with 6" deep EWF.

Equipment List – Phase 2

QTY.	NO.	DESCRIPTION
		2-5 Year Olds Play Equipment
1	177719A	Rain Sound Wheel Panel Ground Level
1	188836A	Sign Language Panel Ground Level
3	111397H	69"Post DB
1	152179A	Saddle Spinner DB 12"Height
1	148637A	Seesaw 4-Seats DB
1	164074B	Single Bobble Rider DB
1	170793A	Dino Egg Fossil Dig
1	154397A	CoolToppers Single Post Pyramid (12'x12') DB Only
1	355992A	Symbol Communication Sign English-English w/2 Post DB
		New 3-Place Single Post Swing Set
		2 Belt Seats and 1 ADA

1	CP002430	90" OC 5" OD Single Post Single Seat Swing Add'l Bay. 8' Beam/52" Bury DB 90" OC 5" OD swing beam. No seat or chain.
2	174018A	Belt Seat Proguard Chains 8' Beam
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam
1	177332A	Single Post Swing Frame 8' Beam Height Only DB Only
		Site Furniture
3	111640K	5' Contour Poly Bench w/Back Two Armrests DB
2	186579A	Acorn Seat DB

The Contractor's Base Bid shall be the total cost of procuring and installing all of the equipment. The Contractor's Alternate Bid shall be a price per Product that includes the cost of procuring and installing that Product. The Contractor shall also store all equipment/procure the equipment in future summers for the phased approach at the proposed cost.

ALTERNATE BID - Playground Surfaces at all Elementary School Locations

We will also be looking for an alternate bid to repair (rollercoat and/or patching) and/or replace all playground surfaces in the eight elementary schools with a like-for-like product surface. This would be for the following schools:

- Beye School - approx. 5500 SF
- Hatch School - approx. 6450 SF
- Holmes School - approx. 6100 SF
- Irving School - approx. 6750 SF
- Lincoln School - approx. 8600 SF
- Longfellow School - approx. 9600 SF
- Mann School - approx. 6200 SF
- Whittier School - approx. 7300 SF

V. CONTRACTOR AGREEMENT FOR INSTALLATION OF WHITTIER ACCESSIBLE PLAYGROUND EQUIPMENT

This Agreement (the "Agreement") is made as of January ____, 2027, by and between The Board of Education of Oak Park Elementary School District No. 97 ("Owner") and [INSERT NAME AND ADDRESS OF CONTRACTOR] ("Contractor," and together with the Owner, the "Parties").

RECITALS

Owner and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform work for the installation of certain Whittie accessible playground equipment, located at 715 North Harvey Ave., Oak Park, IL 60302 (and all elementary locations if the alternate bid is accepted), and other duties in strict accordance with the following terms and conditions (collectively the "Work"), and, subject to the terms and conditions of this Agreement, the Owner shall pay for such performance of the Work. In consideration of these recitals, and the terms and conditions of this Agreement, and intending to be legally bound, the Parties agree as follows:

1. **Scope of Project.** Contractor shall perform all Work required for the installation of certain accessible playground equipment, located at Whittier Elementary School at 715 North Havey Ave, Oak Park, IL 60302 in the district (the "Project") and at all elementary locations. Contractor shall perform all Work and other duties in strict accordance with the "Contract Documents," which consist of this Agreement and the Scope of Work attached to this Agreement as Exhibit A.

2. **Contractor's Performance.** Contractor shall perform all Work utilizing the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all Work in the most expeditious manner consistent with the interests of the Owner. Contractor shall promptly notify Owner immediately in writing: (i) of any information required from Owner and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work requested by Owner that is not included in the scope of Work provided in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees.

3. **Schedule.** Contractor shall require all of the Equipment to be delivered to the Project no later than July 1, 2027. Contractor shall schedule the installation of the Equipment with the Owner for some date(s) between July 15 – August 16, 2027, and shall cause all Work required by the Contract Documents to be substantially completed by August 16, 2027 unless another date is agreed upon by the Parties in writing ("Substantial Completion") and project finished by August 25, 2027. "Substantial Completion" means that the Owner can occupy and fully utilize the Project for its intended use, and that all warranties, manuals, instructions, certifications, reports, record or as-built drawings, and any other document required by the Contract Documents have been properly submitted to and accepted by the Owner; and that the only remaining Work is minor cosmetic work that does not interfere with the Owner's operations (the "Punch List Work"). The Contractor shall complete the Punch List Work within ten (10) days after the date of Substantial Completion. Time is of the essence under this Agreement.

4. **Equipment.** The Equipment, as defined in the Contract Documents and installed on the Project and incorporated into the Work, shall be new and of high quality. Contractor shall follow all manufacturer's instructions and recommendations. If requested by Owner or otherwise required by the Contract Documents,

Contractor shall, before purchase of such material, submit to Owner for Owner's review, and in a format acceptable to Owner, all product data, literature, and shop drawings.

5. **Differing Site Conditions.** If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the Owner of the condition in writing. The Owner shall then issue directions. The contract time and contract price shall be equitably adjusted if necessitated by such directions of the Owner. However, prompt written notice by the Contractor of the condition, followed by directions from the Owner, shall be conditions precedent to such adjustments.

6. **Contractor's Compensation.** Owner shall pay the Contractor the sum of [INSERT AMOUNT OF CONTRACT] for Work properly performed under this Agreement.

7. **Payments to the Contractor.**

a. Stored Material. Progress payments will be made for materials and equipment not incorporated in the work, provided that:

(1) Such materials and equipment have been delivered to and suitably stored at the site or some other location approved in writing by Owner. Payment for materials/equipment stored off-site will be permitted only on Owner's prior written authorization.

(2) The Contractor submits evidence of title to such materials and equipment, if applicable.

(3) The care and custody of such materials and equipment and all costs incurred for movement and storage shall be the responsibility of the Contractor.

(4) Such materials and equipment are suitably insured by the Contractor. The Contractor shall submit a certificate of insurance showing the Owner as an additional insured and showing the amount of the insurance coverage.

b. Lien Waivers.

(1) Partial Lien Waivers: A lien waiver is not required with the first payment application by Contractor. Lien Waivers are not required with first payment of subcontractors and suppliers. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.

(2) Final Lien Waivers: The Contractor's request for final payment shall include final lien waivers in the full amount of their contracts from all subcontractors and suppliers for which final lien waivers have not previously been submitted.

c. Payments to Subcontractors and Suppliers. The Contractor shall pay such subcontractor and supplier, promptly upon receipt of payment from Owner, an amount equal to the percentage of total contract completion allowed to the Contractor on account of performance by the subcontractor or supplier, less the retainage and less amounts previously paid to the subcontractor or supplier. The Contractor shall require that all subcontractors make similar payments to their subcontractors and suppliers. Owner may furnish to any subcontractor or

supplier information regarding the percentage of work completed which was used as the basis for payment or the amount of payment of work by such subcontractors or suppliers. Any reduction of the line item retention issued by the Owner shall be passed to the subcontractors and suppliers in accordance with their respective partial payments.

d. Title. Title to all work, materials and equipment covered by a progress payment shall pass to the Owner upon receipt of such payment by the Contractor, if applicable. This provision shall not relieve the Contractor from the sole responsibility under the Contract for all work, materials and equipment upon which payments have been made or for the restoration of all damages work or as waiving the right of the Owner to require fulfillment of all terms of the Contract.

e. Withholding of Payments.

(1) Owner may withhold payments, in whole or in part, if it reasonably determines: (i) the Contractor's work is not progressing in accordance with the most current construction schedule; (ii) work is not being performed in accordance with the contract documents; and (iii) the Contractor is failing to comply with any provisions of the Contract.

(2) Whenever Owner receives notice in writing of a claim of money due from the Contractor to any subcontractor, supplier, workmen or employees for performance of work, Owner may withhold the amount of such claim from the Contractor, provided that such withholding shall not be construed as conferring any rights on such subcontractors, suppliers, workmen or employees nor as enlarging or altering the application or effect of existing lien laws.

(3) Owner will notify the Contractor in writing in accordance with the Prompt Payment Act (if applicable) when any payments are withheld. In the event of any withholding, Owner will promptly investigate the facts and will make payments when the grounds for withholding have been removed.

f. Final Payment. Upon acceptance of all work by Owner, the remaining balance of the contract sum, including retainage, will be paid upon presentation of:

(1) Invoice-voucher.

(2) Contractor's certificate of final completeness.

(3) Final Lien Waivers from all subcontractors and suppliers in the full amount of their contracts.

8. **Defective Work and Guarantee.** All Work shall be of high quality and free of defects. Contractor shall promptly correct any defective Work. Payment by Owner for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work. Contractor hereby warrants that all Work is and shall remain free from defect for one year following Substantial Completion, and upon notice by the Owner, Contractor shall promptly correct such defects appearing within said one-year period. This warranty is in addition to any warranties that may be required by the Contract Documents and by law, and this warranty does not abrogate or nullify any breach of contract claim or other causes of action Owner may have against the Contractor.

9. **Termination.** Owner may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to the Contractor. If this Agreement is terminated by the Owner for cause, including but not limited to the Contractor’s breach of any provision of this Agreement, Owner shall have no

further obligation to make payments to Contractor for Work completed, and Contractor shall be liable to the Owner for any increase in cost incurred by the Owner in completing the Work. If this Agreement is terminated by the Owner for convenience, the Contractor shall be paid for Work properly completed prior to termination, but shall not be entitled to any other compensation from the Owner. Regardless of whether the Owner exercises its right of termination, Contractor hereby waives any and all claims for lost profits, and for any other consequential or incidental damages.

10. **Prevailing Wage Act.** Contractor shall pay prevailing wages for the Work as determined by the Illinois Department of Labor, and shall make, keep and file with the Owner certified payroll, and shall comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*. Certified payroll records shall be submitted to the Owner by Contractor with each application for payment.

11. **Performance and Payment Bond.** If the contract amount is in excess of $50,000, prior to performing the Work, the Contractor shall provide the Owner with a Performance Bond and a Labor/Material Payment in a form acceptable to the Owner for the full amount of the contract price.

12. **Indemnification.** The Contractor agrees to indemnify, hold harmless and defend the Board of Education of Oak Park Elementary School District 97, its individual Board members, administrators, agents, servants, employees ("Indemnitees"), and each of them from any and all lawsuits, claims, demands, liabilities, losses, and expenses ("Claims"); including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such Claim is caused directly by the willful and wanton or negligent conduct of the Indemnitees. The Contractor hereby knowingly and intentionally waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp*., 146 Ill.2nd 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner and Architect is not limited by the so called "Kotecki Cap". The indemnification provisions of this Section 12 are not intended to circumvent the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. and shall not be construed as such, but in such a way to affect its enforcement. The Contractor shall include this provision in each of its Subcontract agreements and shall require its Contractors to be so bound.

13. **Insurance.** Contractor shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause Owner, its board of education, board members individually, administrators, employees, agents, representatives, volunteers, insurers, and attorneys, to be named as additional insureds on these policies by endorsement. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to the Owner. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to the Owner prior to any termination, cancellation or material amendment to that policy. Upon execution of this agreement and on an annual basis thereafter during the term of this agreement or any extension thereof, Contractor shall furnish to Owner certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

Type	**Limits**
Commercial General Liability	
Per Occurrence:	$1,000,000
Aggregate:	$2,000,000

a. Automobile Liability: $1,000,000 (combined single limit)

Workers' Compensation: Statutory Minimum

Umbrella / Excess: $1,000,000 aggregate

14. **Liens.** If any liens or claims of lien are placed on the Project or the funds designated for the Project, and such liens or claims of lien are due to Contractor's breach of this Agreement or other circumstances or events under Contractor's control, Contractor shall indemnify Owner for all costs, expenses, and attorneys' fees incurred in the resolution of such lien, and Owner shall have the right to withhold from payments due to the Contractor an amount sufficient to satisfy such lien or claim of lien, along with an amount sufficient to cover attorneys' fees and other administrative costs that have been or may be incurred by Owner in connection with the resolution of such lien or claim of lien.

15. **Successors and Assigns.** Contractor shall not assign any rights or delegate or subcontract any duties under this Agreement without the prior written consent of the Owner, and any attempted assignment, delegation or subcontracting without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. **Controlling Law and Venue.** This Agreement is to be governed by the laws of the State of Illinois, without regard to conflict of law principles. Each Party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement. Any lawsuit or claim relating to the performance of this contract shall be filed in the Circuit Court of Cook County, Illinois.

17. **Entire Agreement; Conflict.** This Agreement and the Contract Documents represent the entire agreement between Contractor and Owner with respect to this Project, and supersede all prior representations, negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by a written instrument executed by the Owner and Contractor. In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall control.

18. **Prevailing Party.** In the event of any litigation, arbitration, or binding dispute resolution arising from this contract, the Contractor shall pay the Owner's reasonable attorney's fees and court costs to the extent the Owner is determined to be the prevailing party.

19. **Notices.** Any notices required or permitted to be sent by this contract may be sent by hand delivery, electronic mail, or U.S. mail. If by facsimile, receipt will be deemed to have occurred upon confirmation that the facsimile was sent. If by U.S. mail, receipt will be deemed to have occurred when the notice is deposited in the U.S. mail, properly addressed and with postage prepaid. Notice may be sent as follows:

If to the Owner:

Mr. Michael Arensdorff
Chief Operations & Technology Officer
Oak Park School District No. 97
260 Madison Street
Oak Park, IL 60302
marensdorff@op97.org

If to Contractor: to the addressee and address listed in Contractor's bid submittal.

20. **Execution of Contract.** Upon the Owner's notice of award of this contract to the Contractor, Contractor's bid shall be deemed accepted and a binding contract shall be formed.

Executed on the date last written below, by and between:

The Board of Education of **Oak Park Elementary School District No. 97**	**Contractor**
By: _____	By: _____
Its: _____	Its: _____
Dated: _____	Dated: _____

EXHIBIT A – SCOPE OF WORK FOR CONTRACTOR AGREEMENT FOR INSTALLATION OF ACCESSIBLE PLAYGROUND EQUIPMENT

All Equipment shall be installed in accordance with the manufacturer's instructions and warranty for the Product. The Equipment will be installed at locations at the Project as directed by the Owner's Chief Operations & Technology Officer, Michael Arensdorff.

VI. BID FORM FOR ACCESSIBLE PLAYGROUND EQUIPMENT

ACCESSIBLE PLAYGROUND EQUIPMENT BID GROUP: BID FORM (COMPLETE ALL THREE (3) PAGES)

Whittier Elementary School, 715 North Harvey Ave, within District 97 Schools, Oak Park, IL 60302 & and Alternate for all elementary school playgrounds

SEALED BIDS ARE TO BE DELIVERED TO THE
OAK PARK ELEMENTARY SCHOOL OWNER 97
ADMINISTRATION BUILDING – 260 MADISON STREET, OAK PARK IL 60302
BY 3:00 P.M., WEDNESDAY, December 2, 2026.
THEY WILL BE OPENED AT 3:00 PM AT THE DISTRICT OFFICE - 260

Submit 1 original and 2 copies of the bid.

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: _____ **DATE:** _____

Address: _____

City, State, Zip Code:_____

District 97 Whittier Accessible Playground Equipment & All Elementary Playground Surfaces

TYPE OF WORK: Accessible Playground EQUIPMENT

BASE BID

TOTAL BASE BID **$** _____

(Alternate Bid Form on Following Page)

ALTERNATE BID

ACCESSIBLE PLAYGROUND EQUIPMENT BID GROUP: BID FORM (COMPLETE ALL THREE (3) PAGES)

Whittier Elementary School, 715 North Harvey Ave, within District 97 Schools, Oak Park, IL 60302 & and Alternate for all elementary school playgrounds

SEALED BIDS ARE TO BE DELIVERED TO THE
OAK PARK ELEMENTARY SCHOOL OWNER 97
ADMINISTRATION BUILDING – 260 MADISON STREET, OAK PARK IL 60302
BY 3:00 P.M., WEDNESDAY, December 2, 2026.
THEY WILL BE OPENED AT 3:00 PM AT THE DISTRICT OFFICE - 260

Submit 1 original and 2 copies of the bid.

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: _____ **DATE:** _____

Address: _____

City, State, Zip Code:_____

District 97 Whittier Accessible Playground Equipment & All Elementary Playground Surfaces

TYPE OF WORK: Accessible Playground EQUIPMENT Phased approach and all elementary playground surfaces

Alternate BID

TOTAL Alternate BID **$** _____

SCOPE OF WORK

Acknowledge review and completion of trade specific scope of work **YES** **NO**

BIDS SHALL BE ACCOMPANIED BY BID BOND OR SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID. ALL SIGNED AFFIDAVITS TO BE PROVIDED WITH BID SUBMISSION

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet.

Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

In addition, the under signed hereby certifies they have received, reviewed and understand the contents of the following documents (collectively referred to as the "Construction Documents") that will become a part of the Agreement:

- Bid Calendar
- Bidding Instructions and General Terms and Conditions Dated – 5/15/2024
- Accessible playground equipment
- Contractor Agreement for Installation of Accessible Playground Equipment
- Exhibit A - Scope of Work for Contractor Agreement
- Addendum #_____ - Dated_____

Authorized Signature:_____ **Company Name:** _____

Typed/Printed Name:_____ **Date:**_____

Title: _____ **Telephone Number:**_____

E-mail _____ **Fax Number:**_____

VII. CERTIFICATES AND AFFIDAVITS

CERTIFICATE OF COMPLIANCE AFFIDAVIT

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, DEPOSES AND STATES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

   _____
   Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain bidders which are contained on the following pages of the bid documents.

3. That the undersigned knows of his own knowledge that the bidder is not disqualified from submitting a bid under the aforesaid sections.

Authorized Signature_____

Type or Print Name _____

Title_____

SUBSCRIBED AND SWORN TO before me

this ____ day of _____, 20____.

_____
Notary Public

Instructions: This is to be completely filled out and executed by the chief officer or the individual authorized to submit the certification.

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;

B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids or bid rotating as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;

C) has been convicted of bid rigging, attempting to rig bids or bid rotating under the laws of the State of Illinois, or any state in the United States;

D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;

E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States,

F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school Owner within the State of Illinois or in any state in the United States;

G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

Oak Park Elementary School District 97

TAX COMPLIANCE AFFIDAVIT

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, DEPOSES AND STATES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

_____
Name of Company

2. The individual or entity making the foregoing bid certifies that he is not barred from contracting with the Village of Hinsdale because of any delinquency in the payment of any tax administered by the State of Illinois Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Authorized Signature_____

Type or Print Name _____

Title _____

SUBSCRIBED AND SWORN TO before me

this ____ day of _____, 20____.

_____
Notary Public

Instructions: This is to be completely filled out and executed by the chief officer or the individual authorized to submit the certification.

Oak Park Elementary School District 97

ANTI-COLLUSION AFFIDAVIT AND BIDDER'S CERTIFICATION

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, DEPOSES AND STATES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

_____
Name of Company

2. The party making the foregoing bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any person, to put in a sham bid or to refrain from participating and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

3. The undersigned certifies that he is not barred from submitting a bid on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Authorized Signature_____

Type or Print Name _____

Title _____

SUBSCRIBED AND SWORN TO before me

this ____ day of _____, 20____.

_____
Notary Public

Instructions: This is to be completely filled out and executed by the chief officer or the individual authorized to submit the certification.

Oak Park Elementary School District 97

(Vendors/Contractors with 25 or More Employees)

CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT

_____(vendor/contractor), having 25 or more employees, does hereby certify pursuant to Section 3 of the *Illinois Drug-Free Workplace Act,* as amended (30 ILCS 580/3) that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act, as* amended,(30 ILCS 580/1 et. seq.), and further certifies that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act,* as amended (30 ILCS 580/1 et.seq.).

_____

Vendor/Contractor

By:_____

Signature

_____

Title

_____

Date

Oak Park Elementary School District 97

(Individual Vendor/Contractor)

CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT

_____(Individual Vendor/Contractor), does hereby certify pursuant to Section 4 of the *Illinois Drug-Free Workplace Act*, as amended (30 ILCS 580/4) that (he, she) will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that (he, she) is not ineligible for award of this contract by reason of disbarment for a violation of the *Illinois Drug-Free Workplace Act*, as amended (30 ILCS 580/1 et. seq.).

_____

Individual Vendor/Contractor

By:_____

Signature

_____

Date

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

_____(Vendor/Contractor), does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act,* as amended (775 ILCS 5/2-105) that (he, she, it) has a written sexual harassment policy that includes, at the minimum, the following information: (1) the illegality of sexual harassment; (2) the definition of sexual harassment under State law; (3) a description of sexual harassment, utilizing examples; (4) an internal complaint process including penalties; (5) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (6) directions on how to contact the Department of Human Rights and Human Rights Commission; and (7) protection against retaliation.

_____
Name of Vendor/Contractor

By:_____
Signature

_____
Title

_____
Date

VIII. REFERENCES

List below Projects of similar size and scope for which this scope or other similar services have been provided:

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____
Project Size and Cost _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____
Project Size and Cost _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____
Project Size and Cost _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____
Project Size and Cost _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____
Project Size and Cost _____