

October 5, 2021

To Whom It May Concern:

The City of LaGrange will receive sealed proposals until **2 P.M. EDT, FRIDAY, OCTOBER 15, 2021** in the Office of the Purchasing, Third Floor, City Hall, 200 Ridley Avenue, LaGrange, Georgia 30240 to furnish Materials to complete the **GRANGER PARK PLAYGROUND PROJECT** in accordance with the following conditions and specifications.

1. The City of LaGrange is exempt from sales and excise taxes. All proposals shall be free of sales and excise taxes. This does not relieve the contractor from any obligation to pay sales and excise tax to suppliers.
2. The City reserves the right to ask any and/or each proposer to submit a list of similar jobs completed in the LaGrange and surrounding area, to inspect those jobs and to question owners or other knowledgeable individuals about the quality of work or reliability of the contractor.
3. All work shall be done in accordance with the contract documents, specifications, and drawing(s) as provided by the City. Proposals shall be submitted on the forms provided in the RFP documents. All proposals shall be held valid for a period of SIXTY (60) days after the opening date.
4. Bidders are expected to examine carefully the work sites, the specifications, conditions, etc. before submitting a proposal. The submission of a proposal shall be considered evidence that the proposer has made such examinations and is satisfied as to the conditions to be encountered in performing the work.
5. The City of LaGrange reserves the right to accept or reject any and/or all proposals and to accept the bid which City personnel consider the most advantageous to the City. The City further reserves the right to waive informalities and minor irregularities in all proposals received in the procurement process.

Questions concerning these conditions and specifications should be addressed to Jeremy Andrews, Purchasing Agent, at 706-883-2046. To avoid being inadvertently opened by City Personnel, all proposals should be clearly marked **"PROPOSAL OPENING. GRANGER PARK PLAYGROUND PROJECT. 2 P.M. EDT, FRIDAY, OCTOBER 15, 2021**

Sincerely,



Jeremy Andrews  
Purchasing Agent

STANDARD SPECIFICATIONS AND CONTRACT  
CITY OF LAGRANGE, GEORGIA

SECTION NO. 1

Instructions to Proposers and Special Provisions

SECTION NO. 2

Method of Contractor Selection

## INSTRUCTIONS TO PROPOSERS AND SPECIAL PROVISIONS

### 1.0 Advertisement for Proposals

The City of LaGrange, Georgia invites proposals on the proposal form attached herein to furnish necessary labor, materials, equipment and services to perform the following work:

#### **The City of LaGrange is soliciting proposals for the Granger Park Playground Project**

Proposals will be received by the City at: **200 RIDLEY AVENUE, THIRD FLOOR, OFFICE OF PURCHASING, LAGRANGE, GEORGIA 30240** until: **2 P.M. EDT, FRIDAY, OCTOBER 15, 2021**

### 1.1 Definitions

Where the following terms occur, they shall have the following meanings:

"City" shall mean the City of LaGrange, a Municipal Corporation of Troup County, Georgia and shall include its legally designated agents, and/or representatives, who are party of the first part to the following agreement.

"Specifications" shall mean all sections of this document, including instructions to proposer and special provisions, proposal, contract agreement, performance bond, payment bond, and detail specifications.

"Exhibits" shall mean plats, plots, plans, drawings or lists attached hereto or referred to herein and made part of this document.

"Contractor" shall mean the party of the second part to the following agreement, or the legal authorized representative of such party.

### 1.4 Work to be done

The work to be done is to comply fully with the detailed specifications, Section No. 4.

### 1.5 Material Furnished by City

The City shall furnish no labor, materials or equipment.

### 1.6 Time for Completion

The time allowed for completion of all work to be done under this contract shall begin after notification by the City to proceed with the work. The time allowed for this work is: **90 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED.**

### 1.7 Site Examination

The proposer is expected to examine the site of the work to be performed and fully inform himself of conditions that may affect the work.

### 1.8 Exhibits

All exhibits may be obtained from the agency preparing them as listed below, and at the fees indicated. Any proposer in doubt of the true meaning of any exhibit may submit in writing a request

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to the agency preparing the same for an interpretation thereof. **DRAWINGS MUST BE OBTAINED FROM THE OFFICE OF PURCHASING, 200 RIDLEY AVENUE, LAGRANGE GA 30240. NO FEE FOR DRAWING.**

1.10 Proposal

All proposals shall be made on the proposal forms included herein and shall become a part of these specifications. The proposal shall in all cases, cover the work outlined herein.

1.11 Surety Bonds

Surety bonds attached on the proper forms, duly executed by the Bidder as principal, and having as surety thereon a surety company approved by the City are required as follows:

A bid bond or certified check in an amount equal to five percent (i.%) of the base bid amount. Such certified check or bid bond will be returned to all but the lowest proposer within thirty days after the opening of proposals, and to the lowest proposer after the execution of the attached contract.

1.12 Right to Reject Proposals

The City reserves the right to reject any or all proposals and to waive informalities. No proposals will be received after the time set for opening proposals. Any conditions, limitations or provisions attached to the Proposal, except as provided herein, will render it informal and may cause its rejection. Any proposer may withdraw his proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

1.13 Determination of Low Proposer

The Contract will be awarded, if it is awarded, in accordance with the criteria stated below in Article 1.43 as determined by the City of LaGrange. Elements that will be considered in making this determination may include, but not be limited to, the following:

Whether the proposer involved, (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work, (d) has appropriate technical experience, (e) has the relevant experience on similar projects, (t) has the ability to perform the work within the specified time period,  
(g) has adequate bonding and insurance capacity and (h) has an acceptable safety record.

2. The City has the right to accept the proposal on any equipment approved by the City as equal to that specified, or on equipment on which a proposal is required, as a basis for award of contract.

3. The City has the right to apply any or all of the "Alternates" listed in the Proposal for the purpose of making an award.

4. Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will meet the same design criteria and is equal in function and durability, as determined by the City, will be considered acceptable.

1.14 Working Drawings

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considered acceptable.

1.14 Working Drawings

The contract price shall include the cost of furnishing all working drawings and supplementary data and the Contractor shall be allowed no extra compensation for furnishing such information.

1.15 Construction Stakes

The Contractor shall provide such stakes, materials, and such labor and assistance as the City may require in laying out work, establishing benchmarks, and checking and measuring the work. All construction staking or field engineering shall be performed by a person or persons deemed skilled and qualified by the City to execute this work.

1.16 Access Roads

Streets, roads, and drives used by the Contractor for access to and from the site of his work shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period. The Contractor shall take measures to prevent soil, mud, or other foreign materials from being tracked onto existing streets or roads.

1.17 Weather Limitations

Due to weather conditions, the City may direct the work to be stopped. Weather days will be added to the time allowed for completion listed in Section 1.6 above.

1.18 Right-of-Way

The necessary land for the construction of the work will be furnished by the City, and a definite area will be allocated to the Contractor for storage of materials and equipment used in the construction of the work. All operation shall be confined to the assigned area.

1.19 Traffic Control

The Contractor shall furnish and install all necessary traffic control devices for the protection of employees, the public, and equipment as required by local, state, or federal regulations. Devices required may include barricades, traffic cones, certified flagmen, warning signs, and lights at night.

1.20 Construction Housing

Should the Contractor so desire, he may use trailers or build structures for housing, tools, machinery and supplies; but they will be permitted only at approved places, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such facilities shall be removed, together with all rubbish and trash, at the expense of the Contractor.

1.21 Safety Regulations

The performance of work under this contract shall comply with safety regulations prescribed by the City or required by law. Each proposer shall satisfy himself as to the character and extent of such regulations. The successful proposer shall submit to the City a copy of their Substance Abuse Policy.

1.22 Sanitary Regulations

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Necessary sanitary conveniences for the use of Contractor employees shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the City. Their use shall be strictly enforced.

1.23 Laws and Regulations

The Contractor shall keep himself fully informed of all laws, ordinances, orders or decrees, and regulations of the Federal, State, City and County Governments in any manner affecting those engaged or employed in the work, or the materials used in the work, or the conduct of the work. If any discrepancy or inconsistency should be discovered in the Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the City. The Contractor shall at all times observe and comply with all existing and future laws, ordinances, and regulations, and shall protect and indemnify the City against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

1.24 Erosion Control

The Contractor shall comply with all laws and regulations pertaining to erosion control and shall in no event allow water, soil, silt, or other materials to migrate onto other property, public or private, so as to cause damage. Contractor shall operate under the overall site NPDES permit as submitted by the City.

1.25 Competent Labor

The Contractor shall employ only competent and skilled personnel to do the prescribed work. The Contractor shall have a competent supervisor present at all times when the work is in progress with authority to receive orders and execute the work. The Contractor shall, upon demand from the City, immediately remove any workman whom the City may consider incompetent or undesirable.

1.26 Inspection and Control of the Work

The Contractor shall furnish the City with every reasonable facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Specifications. All materials furnished and work done when not in accordance with the Specifications will be rejected and shall immediately be removed and other work done and materials furnished in accordance therewith. If the Contractor fails to correct the work and materials as above ordered within seven days, then the City may have the right and authority to stop the Contractor and his work at once and supply personnel and material, at the cost and expense of the Contractor, to remove correct said work and materials. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, or obligate the City to final acceptance. All work shall be guaranteed against defects in workmanship or materials for a period of one year from the date of final acceptance by the City.

1.27 Disagreement

Should any disagreement or difference arise as to the estimate, quantities or classifications or as to the meaning of the Specifications, the decisions of the City shall be final and conclusive and binding upon all parties to the contract.

1.28 Cooperation of Contractor

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The Contractor shall in every way cooperate with the City and other persons or firms performing work on or near the work herein described. This cooperation shall include scheduling of work for the best interest of all concerned. Any work which requires an interruption of service to existing customers shall be performed at a time determined solely by the City.

1.29 Liquidated Damages

The Contractor shall pay to the City as liquidated damages the sum of **FIVE HUNDRED dollars (\$500.00)** for each calendar day that he shall be in default of completing the work in this contract within the time limit named in Section 1.6 above.

1.30 Order of Work

The prosecution, order or sequence of the work shall be as provided herein or as approved by the City, which approval, however, shall in no way effect the responsibility of the Contractor.

1.31 Permits and Licenses

Before any work is commenced, all Federal, State, County, and City, or other permits, work orders, or other licenses shall be obtained from the various agencies, private and public, concerned and displayed on the job site as directed.

1.32 Contractor and Subcontractor Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and provided the City with a certificate showing satisfactory proof of carriage of the insurance. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The insurance required herein shall provide adequate protection for the Contractor, his subcontractors, and the City against damage claims which may arise from operations under this contract.

(a) Compensation Insurance: The Contractor shall procure and maintain during the life of this contract Workmen's Compensation Insurance for all of the employees to be engaged in work on the project under this contract. In case any class of employees engaged in hazardous work on the project under this contract is not protected under Workmen's Compensation statute, the Contractor shall provide a Workmen's Compensation policy for the protection of such of his employees not otherwise protected. The amount of such insurance shall be per ATTACHED SAMPLE CERTIFICATE OF INSURANCE FOR MAJOR CONTRACTORS.

(b) Public Liability, Property Damage, and Automobile Liability Insurance: The Contractor shall procure and maintain during the life of the contract such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect him from claims for damage for personal injury including accidental death as well as from claims for property damage, which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be **PER ATTACHED SAMPLE CERTIFICATE OF INSURANCE FOR MAJOR CONTRACTORS.**

1.33 Reports, Records and Data

The Contractor and each of his subcontractors shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the City may request concerning work performed or to be performed under this contract.

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1.34 Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

(b) The Contractor shall not subcontract the complete work, or any major portion thereof, and shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

(c) The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

1.35 Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been sustained, the City shall notify the Contractor, who shall indemnify and save harmless the City against any such claim.

1.36 Accident Prevention

Precautions shall be exercised at all times for the protection of all persons and property, and hazardous conditions shall be guarded against or eliminated. The Contractor shall be responsible for all injuries or damages to persons or property, and shall indemnify and save harmless the City from all damages and costs by reason of injury to person or property, resulting from negligence or carelessness in the performance of the work, or from any improper materials used in its construction, or on account of any act or omission of the Contractor, his agents or employees. Payments due under this contract may be retained by the City until all suits or claims for damages shall have been settled to the satisfaction of the City.

1.37 Changes in Work

Should the Contractor encounter during the progress of the work subsurface or latent conditions at the site materially differing from those shown or indicated in the Specifications, or unknown conditions differing materially from those ordinarily encountered in work of the character of this contract, the attention of the City shall be called immediately to such conditions before they are disturbed. The City shall promptly investigate the conditions, and if it finds that they do so materially differ, the contract shall be modified to provide for any increase or decrease of cost or difference in time resulting from such conditions. No changes in work, or claim of payment for such work, shall be made without prior written approval by the City.

The Contractor shall furnish to the City when required an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered. In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

Charges or credits for the work covered by the approved change shall be determined by one or more of the following methods:

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(a) Unit bid prices stipulated in the Proposal or as subsequently approved, which unit prices shall include allowances for overhead and profit.

(b) An agreed lump sum.

(c) The actual cost, by keeping a correct account including all vouchers for labor, materials, equipment ownership or rental costs, utilities, prorata insurance cost, and a fixed fee not to exceed 15 percent of the total for combined overhead and profit.

1.38 Patents

(a) The Contractor and/or sureties shall hold and save the City and its officers, agents, servants, and employees harmless from liability or claims of infringement of any nature or kind on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract unless otherwise specifically stipulated in the Contract Documents.

(b) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the City of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or cost arising from the use of such design, device or materials, in any way involved in the work.

1.39 Inspection and Testing of Materials

Unless otherwise specifically provided in the specifications, the inspection and testing of materials and finished articles to be incorporated in the work at the site shall be made by agencies arranged for by the Contractor and approved by the City. The Contractor will pay for all laboratory inspection services as a part of the contract. The Contractor shall furnish and deliver all such extra quantities of materials and items as may be required for testing.

Where the detailed specifications call for certified copies laboratory tests to establish conformance of certain materials with the specifications it shall be the responsibility of the Contractor to assure the delivery of such certifications to the City.

No materials or finished articles shall be incorporated in the work until such materials and finished articles have passed the required tests. The Contractor shall promptly segregate and remove rejected material and finished articles from the site of the work. The testing and approval of materials by an agency approved by the City shall not relieve the Contractor of any of his obligation to fulfill his contract and guarantee of workmanship and materials. The Contractor may, at his option and at his own expense, cause such other tests to be conducted as he may deem necessary to assure suitability, strength and durability of any material or finished article.

In general, materials and testing of materials shall comply with A.S.T.M. Specifications applicable, except as herein otherwise specified.

1.40 Final Acceptance of Work

(a) Clean-up: The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of underground facilities, ditches and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each

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individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of run off. Handwork, including raking and smoothing, shall be required to ensure the removal of roots, sticks, rocks, and other debris in order to provide a neat and pleasing appearance. Grassing, when in season, shall immediately follow in order to establish permanent cover at the earliest date. If grassing is not in season, proper erosion control shall be installed and maintained. The City shall be authorized to stop all work by the Contractor when restoration and cleanup are unsatisfactory and to require appropriate remedial measures.

(b) Liens: Final acceptance of the work will not be granted and the retained percentage will not be due or payable until the Contractor has furnished the City proper and satisfactory evidence that all claims for labor and material employed or used in the construction of the work under this contract has been settled, and that no legal claims can be filed against the City for such labor or material.

1.41 Fair Labor Standards

The Contractor shall conform to all applicable "Fair Labor Standards Provisions", which are hereto made a part of this Section by reference.

1.42 Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will comply with all provisions of Executive Order No. 11246, will furnish all information and reports required by Executive Order No. 11246, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(d) In the event of the Contractor's non-compliance with the non-discrimination clause of this section, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in and such other sanctions as may be imposed and remedies invoked as provided in said order, or as otherwise provided by law.

(e) The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted so that such provisions will be binding upon each subcontractor or vendor.

In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive Orders superseded by Executive Order 11246, shall, to the extent that they are not inconsistent with Executive Order 11246, remain in full force and effect unless and until revoked

or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of Executive Order No. 11246.

1.43 Method of Contractor Selection

The Owner is using the Competitive Sealed Proposals method of Contractor selection, as authorized by Georgia Law. Proposals from Proposers will be opened as indicated in the Advertisement for Proposals.

Proposals will be evaluated using the criteria stated in the RFP. Once the evaluation is complete, all responsive Proposers will be ranked from most advantageous to least advantageous to the Owner, considering the evaluation factors stated in the RFP. Short-listing, interviews and site visits may be a part of this evaluation and ranking process. The Owner will then negotiate a contract with the highest ranked Proposer. If a satisfactory contract cannot be agreed upon, negotiations may be conducted, in the sole discretion of the Owner, with the second, and then the third, and so on, ranked Proposers. If the Owner is unsuccessful in its first round of negotiations, it may reopen negotiations with any Proposer with whom it previously negotiated. The scope of the work may be changed during this negotiation process at the discretion of the Owner in an effort to reduce the cost and/or to benefit the project in any manner. The Owner reserves the right to engage in "Value Engineering" discussions during this negotiation process.

An award, if made, will be made to the responsible and responsive Proposer whose proposal is most advantageous to the Owner, taking into consideration the evaluation factors set forth in this RFP. The proposals are to be based upon this RFP and the referenced documents that are attached and hereby made a part of this solicitation. When these documents are reviewed with other referenced documents and information, the Proposer acknowledges he has been provided sufficient detail to understand and respond to the design intent and Scope of Work to be provided by the Proposer to satisfactorily complete the Granger Park Playground.

**Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes. The Owner reserves the right to adjust this timetable as required during the course of the RFP process.

| <b>Event</b>  | <b>Date</b> |
|---|-------------|
| Issuance of RFP Documents   | 09/30/21    |
| Inquiry Period Ends   | 10/13/21    |
| Proposal Due (2:00 P.M., Local Time)  | 10/15/21    |
| Completion of Negotiations and Recommendation of Award of Successful Proposal | 10/30/21    |

**Proposal Evaluation Panel and Evaluation Factors**

A panel appointed by the Owner will evaluate proposals and negotiate a contract. Other agencies and consultants of the Owner may, at the sole discretion of the Owner, evaluate the proposals and/or Proposers. The factors to be considered by the panel in the evaluation of proposals and the negotiation of a contract are listed below.

The Owner will consider responses to the following items in its evaluation of proposals and Proposers.

| Criteria for Evaluation Weight   | Weight |
|----------------------------------|--------|
| A. Fee                           | 25%    |
| B. Schedule                      | 25%    |
| C. Site Layout/Space Utilization | 25%    |
| D. Proposed Equipment            | 25%    |

The criteria are defined below

**A. Fee**

Fee submitted indicates that the Proposer has a full understanding of the scope of work based upon a review of all information furnished with this RFP. The fee entered reflects the scope of work depicted by the information furnished with the RFP. The item of work will be reviewed during the negotiation session solely to confirm that the Proposer's understanding is in agreement with the design intent.

**B. Schedule**

Schedule will be evaluated based on the duration from the day an order is placed by the City to the day the equipment would arrive on site along with the duration of equipment installation based on the vendors proposed equipment selection and playground surfacing. It is desired for this play equipment to be installed during the overall park construction so that the park is fully operational upon completion of the overall site improvements. The overall site improvements are anticipated to be complete by March 31, 2022.

**C. Site Layout/Space Utilization**

The site layout/space utilization will be evaluated based on the use of the available play area. Space utilization is to be maximized while remaining accessible to children of various ages and ability levels to include children with disabilities. Children should be able to move freely and access the equipment from various locations within the play area and surrounding sidewalks. Line of sight for parents/guardians should be maintained so that play equipment does not restrict visibility from the sidewalk and seating areas around to play area to all sides of an individual piece of equipment or from other playground equipment. It is desired to have separate play areas for different age groups (2-5-yr and 5-12-yr) but transitional pieces to be used by children ready to branch out from the 2-5-yr are but are not quite ready for the 5-12-yr play areas are encouraged and should be located in areas that would encourage use by children in both age groups.

**D. Proposed Play Equipment**

The proposed play equipment shall be evaluated based on age appropriateness for the 2-5-yr and 5-12-yr age groups along with any transitional pieces, if submitted. The play equipment should be inclusive for children of all ability levels for the designated age group, to include children with disabilities. Inclusion of shade structures either built into the play equipment or as a separate structure is desired. Variety of play is desired for both age groups with both high and low stimulation areas. The user capacity of each piece of play equipment will be considered along with the collective user capacity of each age zone.

Each of the above criteria will be given a rating, of 1 to 5, by each member of the evaluation committee. The ratings are as follows:

| Rating | Description |
|--------|-------------|
| 1      | Poor        |
| 2      | Fair        |
| 3      | Good        |
| 4      | Excellent   |
| 5      | Superior    |

After the review and rating of proposals by the evaluation committee, individual scores will be averaged and ranked.

|  |   |                 |
|--|---|-----------------|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>  |   | DATE (MM/DD/YY) |
| PRODUCER   | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                 |
| INSURERS AFFORDING COVERAGE                      |   |                 |
| INSURED<br><br><b>SAMPLE - LARGE CONTRACTORS</b> | INSURER A:  |                 |
|  | INSURER B:  |                 |
|  | INSURER C:  |                 |
|  | INSURER D:  |                 |
|  | INSURER E:  |                 |

**COVERAGES**

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

| INSR LTR  | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |                     |       |                    |                    |                            |                    |                             |                    |
|---|---|---------------|----------------------------------|-----------------------------------|---|---------------------|-------|--------------------|--------------------|----------------------------|--------------------|-----------------------------|--------------------|
|   | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   | EACH OCCURRENCE <b>\$1,000,000</b><br>FIRE DAMAGE (Any one fire)    \$<br>MED EXP (Any one person)    \$<br>PERSONAL & ADV INJURY <b>\$1,000,000</b><br>GENERAL AGGREGATE <b>\$1,000,000</b><br>PRODUCTS - COMP/OP AGG <b>\$1,000,000</b>   |                     |       |                    |                    |                            |                    |                             |                    |
| OR  | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                        |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) <b>\$ 1,000,000</b><br>BODILY INJURY (Per person)    \$<br>BODILY INJURY (Per accident)    \$<br>PROPERTY DAMAGE (Per accident)    \$   |                     |       |                    |                    |                            |                    |                             |                    |
|   | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT    \$<br>OTHER THAN EA ACC    \$<br>AUTO ONLY: AGG    \$  |                     |       |                    |                    |                            |                    |                             |                    |
|   | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |               |                                  |                                   | EACH OCCURRENCE    \$<br>AGGREGATE    \$<br>\$<br>\$  |                     |       |                    |                    |                            |                    |                             |                    |
|   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |               |                                  |                                   | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td><b>\$1,000,000</b></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td><b>\$1,000,000</b></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td><b>\$1,000,000</b></td> </tr> </table> | WC STATUTORY LIMITS | OTHER | E.L. EACH ACCIDENT | <b>\$1,000,000</b> | E.L. DISEASE - EA EMPLOYEE | <b>\$1,000,000</b> | E.L. DISEASE - POLICY LIMIT | <b>\$1,000,000</b> |
| WC STATUTORY LIMITS   | OTHER   |               |                                  |                                   |   |                     |       |                    |                    |                            |                    |                             |                    |
| E.L. EACH ACCIDENT  | <b>\$1,000,000</b>  |               |                                  |                                   |   |                     |       |                    |                    |                            |                    |                             |                    |
| E.L. DISEASE - EA EMPLOYEE  | <b>\$1,000,000</b>  |               |                                  |                                   |   |                     |       |                    |                    |                            |                    |                             |                    |
| E.L. DISEASE - POLICY LIMIT   | <b>\$1,000,000</b>  |               |                                  |                                   |   |                     |       |                    |                    |                            |                    |                             |                    |
|   | OTHER   |               |                                  |                                   |   |                     |       |                    |                    |                            |                    |                             |                    |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS |   |               |                                  |                                   |   |                     |       |                    |                    |                            |                    |                             |                    |

|                    |   |  |
|--------------------|---|--|
| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ | CANCELLATION   |
| CITY OF LAGRANGE   |   | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |