

**PLAYGROUND EQUIPMENT INSTALLATION AGREEMENT  
BETWEEN THE CITY OF COLLINSVILLE AND  
ALL INCLUSIVE REC, LLC**

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This Agreement is made as of April \_\_\_, 2026, by and between the CITY OF COLLINSVILLE, ILLINOIS, a home rule municipality ("City"), and ALL INCLUSIVE REC, LLC ("Contractor").

**1. RECITALS**

The City is a home rule unit and may construct and improve public recreational facilities. Contractor submitted a proposal dated March 18, 2026, incorporated as Exhibit A. This Agreement shall prevail in any conflicts with Exhibit A.

**2. SCOPE OF WORK**

Contractor shall provide turnkey installation of playground equipment, including all labor, materials, supervision, safety surfacing, concrete, fencing, and restoration.

**3. CONTRACT PRICE**

Total not-to-exceed amount paid by the City to Contractor is \$309,697.72.

**4. PAYMENT TERMS**

The City shall pay no upfront deposit unless approved but may agree to make Progress payments allowed so long as retainage of 10% of the Contract Price is maintained until final approval by the City is granted.

**5. TIME OF PERFORMANCE**

Time is of the essence.

**6. LIQUIDATED DAMAGES**

There shall be imposed the sum of \$500 per day for delay of installation.

**7. SAFETY & COMPLIANCE**

The parties will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time. Installation must comply with the applicable provisions and regulation of ASTM, CPSC, and ADA.

**8. INSTALLER REQUIREMENTS**

Certified installers required for performance of this Agreement.

**9. SAFETY AUDIT**

Inspection by the City shall be required before acceptance.

**10. LIABILITY**

No limitation of liability permitted by either party hereto.

**11. SITE CONDITIONS**

The Contractor assumes foreseeable risks.

**12. INSURANCE**

The Contractor agrees to obtain workers' compensation insurance for all of its employees and to provide the City with a certificate of workers' compensation insurance coverage, as permitted by applicable law. The Contractor agrees to obtain liability insurance for all of its employees of not less than \$1 million dollars per person and \$2 million per occurrence, and to provide the City with a certificate of said coverage.

**13. BONDS**

Prior to commencement of any Work, Contractor shall furnish to the City a Performance Bond in the full amount of the Contract Price. The Performance Bond shall be issued by a surety company that is authorized to transact business in the State of Illinois and is rated A- or better by A.M. Best. The Performance Bond shall: comply with the Illinois Public Construction Bond Act (30 ILCS 550/1 et seq.), be in a form acceptable to the City, name the City of Collinsville as obligee, be continuous in effect through final completion and warranty period and not be cancelable without at least 30 days' prior written notice to the City.

**14. WARRANTY**

Contractor warrants that all Work shall: be free from defects in workmanship and materials, strictly conform to the Contract Documents, be performed in a good and workmanlike manner, and comply with all applicable laws, codes, and safety standards.

Upon notice from the City, Contractor shall: promptly correct any defective Work, remove and replace nonconforming Work, repair any damage caused by such defects, at no cost to the City, including labor, materials, mobilization, and restoration.

The warranty period shall be for two (2) years from Final Acceptance and automatically extended for any repaired or replaced Work.

**15. INDEMNIFICATION**

Each party shall fully defend, indemnify, and hold harmless the other from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government body or agency, arising out of, in any way

whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the party, its officers, personnel, employees, agents, or volunteers.

**16. GOVERNING LAW**

The laws of the State of Illinois, without regard to conflicts of law principles thereof, govern all matters arising under this Agreement. Venue for any litigation between the parties shall be in the Circuit Court of Madison County, Illinois.

**[SIGNATURES FOLLOW]**

**CITY OF COLLINSVILLE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ALL INCLUSIVE REC, LLC**

By: Samuel C. Jawson

Title: Sales

Date: 4-10-2026