



July 24, 2019

Lydia Simrayh  
Construction Analyst  
Indiana, Illinois, Iowa Foundation for Fair Contracting  
6170 Joliet Rd., Suite 200  
Countryside, IL 60525

**VIA EMAIL – [lsimrayh@iiffc.org](mailto:lsimrayh@iiffc.org)**

Re: FOIA Request dated July 17, 2019 and received July 18, 2019

Subject: Requesting the following information regarding the Fox Chase Elementary School playground project that was awarded to Hacienda Landscape:

1. Please provide a copy of the executed contract with the awarded contractor.
2. Please provide the estimated start/completion dates.
3. Please provide copies of all certified payrolls after 05/1/2019.
4. Please provide copies of any pay requests and waivers of lien.
5. Please provide copies of all correspondence between the public body and the awarded contractor.
6. Please provide copies of all of the engineer/project manager progress notes.

Dear Ms. Simrayh:

This letter will serve as Oswego Community Unit School District 308's response to your July 17, 2019 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. The information responsive to your request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to [www.sd308.org](http://www.sd308.org) and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #19-31*.

Please be advised that to comply with your FOIA request, the district incurred an expense that comprised of the cost of labor and resources used to search for records responsive to your request

Please let me know if you have additional questions. Thank you.

*Mary Anne Buckley*

Mary Anne Buckley  
Freedom of Information Officer



Mary Buckley &lt;mbuckley@sd308.org&gt;

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## FOIA

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**Deborah Nervis** <dnervis@sd308.org>  
To: Mary Buckley <mbuckley@sd308.org>

Tue, Jul 23, 2019 at 10:53 AM

Here is the info I have. Project started June 3, 2019 and substantial completion is August 2. This should be everything.

[Quoted text hidden]

[Quoted text hidden]

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### 14 attachments

-  **FOIA 19-31 Fox Chase Playground.REQUEST.pdf**  
80K
-  **FC\_Hacienda signed contract.pdf**  
304K
-  **hacienda cp 6.17\_6.23.19.pdf**  
76K
-  **Hacienda cp 2.pdf**  
168K
-  **hacienda pay app 1\_lien.pdf**  
339K
-  **hacienda pay app 2\_lien.pdf**  
216K
-  **FC playground emails.pdf**  
489K
-  **Fox Chase Demo Plan (1).pdf**  
391K
-  **Certificate (3).pdf**  
91K
-  **Oswegoland-Park-Dis\_Kids-Around-the\_19-20-All-Lines\_4-26-2019\_217600786\_1.pdf**  
90K
-  **SD308 Mail - Fwd\_ bike racks.pdf**  
142K
-  **SD308 Mail - Fwd\_ Fox Chase.pdf**  
257K
-  **SD308 Mail - Fwd\_ Schedule Update.pdf**  
100K
-  **SD308 Mail - Fwd\_ Schedule Update2.pdf**  
100K



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lundstrom Insurance 2205 Point Blvd., Ste 200 Elgin IL 60123	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 847-741-1000 <b>FAX (A/C, No):</b> 847-428-8857 <b>E-MAIL ADDRESS:</b> certificates@lundstrominsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Company <b>INSURER B:</b> New York Marine <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Kids Around the World Inc 4750 Hydraulic Dr. Rockford IL 61109	<b>NAIC #</b>

**COVERAGES****CERTIFICATE NUMBER:** 217600786**REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1955340	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1955340	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 100/1,000
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB668164	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC201700005742	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Oswegoland Park District and its officials and employees are additional insureds with respects to general liability.

**CERTIFICATE HOLDER****CANCELLATION**

Oswegoland Park District  
313 Washington St  
Oswego IL 60543

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Fwd: bike racks

1 message

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**Robert Allison** <rallison@sd308.org>  
To: Deborah Nervis <dnervis@sd308.org>

Mon, Jul 22, 2019 at 9:56 AM

I think this is the last of them.

----- Forwarded message -----

From: **Robert Allison** <rallison@sd308.org>  
Date: Thu, Jul 11, 2019 at 10:13 AM  
Subject: Re: bike racks  
To: Maria Guzman <hacienda5779@yahoo.com>

Great, thanks!

Thanks, and best regards,

Rob.

---

**Rob Allison - Director of Operations**  
**School District 308**  
**71 Stonehill Rd.**  
**Oswego, IL 60543**  
**Office: 630-636-3190**  
**Cell: [REDACTED]**

\*\*\*PRIVACY NOTICE: The content of this communication is CONFIDENTIAL and may include student information that is protected by federal law under the Family Educational Rights and Privacy Act (FERPA). If you are not the intended recipient of this communication, please notify the sender immediately and delete the material without opening any attachments. Unauthorized use, disclosure, copying, or distribution is strictly prohibited and may be unlawful.\*\*\*

On Thu, Jul 11, 2019 at 10:00 AM Maria Guzman <hacienda5779@yahoo.com> wrote:  
Yes we get it them from Graber Manufacturing Inc 800-448-7931  
That is we get them.

Please note our address as change

**Maria Guzman**

**Hacienda Landscaping Inc.**

**Mailing Address**

**17840 Grove Rd**

**Minooka, IL 60447hh**

**P: 815-782-6493**

**Cell: [REDACTED]**

**E-Mail** [hacienda5779@yahoo.com](mailto:hacienda5779@yahoo.com)

On Thursday, July 11, 2019, 09:05:11 AM CDT, Robert Allison <[rallison@sd308.org](mailto:rallison@sd308.org)> wrote:

Hi Maria,

Would you be willing to share your source for bike racks? I need some for another building.

Thanks so much!

Thanks, and best regards,

Rob.

---

***Rob Allison - Director of Operations***

***School District 308***

***71 Stonehill Rd.***

***Oswego, IL 60543***

***Office: 630-636-3190***

***Cell: [REDACTED]***

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Thanks, and best regards,  
Rob

Sent via iPhone. Please excuse grammar and spelling errors.

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## Fwd: Fox Chase

4 messages

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**Robert Allison** <rallison@sd308.org>  
To: Kathleen DeRose <kderose@sd308.org>, Deborah Nervis <dnervis@sd308.org>

Thu, Jun 13, 2019 at 10:21 AM

FYI, for invoicing, etc.

Thanks, and best regards,

Rob.

---

**Rob Allison - Director of Operations**  
**School District 308**  
**71 Stonehill Rd.**  
**Oswego, IL 60543**  
**Office: 630-636-3190**  
**Cell: [REDACTED]**

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----- Forwarded message -----

From: **Maria Guzman** <hacienda5779@yahoo.com>  
Date: Wed, Jun 12, 2019 at 2:41 PM  
Subject: Re: Fox Chase  
To: Robert Allison <rallison@sd308.org>  
Cc: Chad Feldotto <cfeldotto@oswegolandpd.org>, Christi Tyler <ctyler@sd308.org>, Garin Brown <gbrown@sd308.org>, Janet DeMont <jdemont@sd308.org>

Thank you

Please note our address as change  
**Maria Guzman**  
**Hacienda Landscaping Inc.**  
**Mailing Address**  
**17840 Grove Rd**  
**Minooka, IL 60447hh**  
**P: 815-782-6493**  
**Cell: [REDACTED]**  
**E-Mail** [hacienda5779@yahoo.com](mailto:hacienda5779@yahoo.com)

On Wednesday, June 12, 2019, 6:54:57 AM CDT, Robert Allison <[rallison@sd308.org](mailto:rallison@sd308.org)> wrote:

It was locked this morning so thank you.

On Tue, Jun 11, 2019 at 8:45 AM hacienda5779 <[hacienda5779@yahoo.com](mailto:hacienda5779@yahoo.com)> wrote:

Good morning all

Juan will stop later today to secure the fence.

Sent from my Sprint Samsung Galaxy S9+.

----- Original message -----

From: Robert Allison <[rallison@sd308.org](mailto:rallison@sd308.org)>

Date: 6/11/19 7:43 AM (GMT-06:00)

To: hacienda5779 <[hacienda5779@yahoo.com](mailto:hacienda5779@yahoo.com)>

Cc: Chad Feldotto <[cfeldotto@oswegolandpd.org](mailto:cfeldotto@oswegolandpd.org)>, Christi Tyler <[ctyler@sd308.org](mailto:ctyler@sd308.org)>, Garin Brown <[gbrown@sd308.org](mailto:gbrown@sd308.org)>, Janet

DeMont <[jdemont@sd308.org](mailto:jdemont@sd308.org)>

Subject: Re: Fox Chase

Good morning,

As of 7:30am this morning the construction area at Fox Chase is still unsecured. Please be advised that Hacienda assumes all responsibility for any injuries that might occur owing to the accessibility of the work area. My expectation is that this gate will be locked and secured prior to the end of the workday today.

On Mon, Jun 10, 2019 at 9:02 AM Robert Allison <[rallison@sd308.org](mailto:rallison@sd308.org)> wrote:

Perfect! Thank you!

Thanks, and best regards,

Rob.

---

***Rob Allison - Director of Operations***

***School District 308***

***71 Stonehill Rd.***

***Oswego, IL 60543***

***Office: 630-636-3190***

***Cell: [REDACTED]***

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On Mon, Jun 10, 2019 at 8:01 AM hacienda5779 <[hacienda5779@yahoo.com](mailto:hacienda5779@yahoo.com)> wrote:

We will stop by today and put a lock on it and I will send you the code of the lock so that you can get in.

Sent from my Sprint Samsung Galaxy S9+.

----- Original message -----

From: Robert Allison <[rallison@sd308.org](mailto:rallison@sd308.org)>

Date: 6/10/19 7:51 AM (GMT-06:00)

To: Chad Feldotto <[cfeldotto@oswegolandpd.org](mailto:cfeldotto@oswegolandpd.org)>, Maria Guzman <[hacienda5779@yahoo.com](mailto:hacienda5779@yahoo.com)>

Subject: Fox Chase

Hi Maria and Chad,

As I was out last week I stopped by Fox Chase this morning and I'm pleased to see the demo has moved along quite nicely! I did note that the gate to the site was not locked and I would like to request that it get locked as soon as possible. I only noticed the one entrance but if there are other alternate entrances please make sure those are locked as well. If possible I would like to be provided a key. As I am managing several projects this summer I plan to make daily stops by Fox Chase as well. Let me know if there is anything I can do.

Thank you!

--

Thanks, and best regards,  
Rob

Sent via iPhone. Please excuse grammar and spelling errors.

--

Thanks, and best regards,  
Rob

Sent via iPhone. Please excuse grammar and spelling errors.

--

Thanks, and best regards,  
Rob

Sent via iPhone. Please excuse grammar and spelling errors.

---

**Deborah Nervis** <[dnervis@sd308.org](mailto:dnervis@sd308.org)>

Thu, Jun 13, 2019 at 10:35 AM

To: Robert Allison <[rallison@sd308.org](mailto:rallison@sd308.org)>

Cc: Kathleen DeRose <[kderose@sd308.org](mailto:kderose@sd308.org)>

Was something attached? Or just the address change?

[Quoted text hidden]

--

Deborah Nervis  
Operation Department  
Direct: 630.636.3192  
Fax: 630.636.3197



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**Robert Allison** <[rallison@sd308.org](mailto:rallison@sd308.org)>

Thu, Jun 13, 2019 at 10:47 AM

To: Deborah Nervis <[dnervis@sd308.org](mailto:dnervis@sd308.org)>

Cc: Kathleen DeRose <[kderose@sd308.org](mailto:kderose@sd308.org)>

just the address change

Thanks, and best regards,

Rob.

---

**Rob Allison - Director of Operations**  
**School District 308**  
**71 Stonehill Rd.**



Oswego, IL 60543  
Office: 630-636-3190  
Cell: [REDACTED]

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[Quoted text hidden]

**Robert Allison** <rallison@sd308.org>  
To: Deborah Nervis <dnervis@sd308.org>

Mon, Jul 22, 2019 at 9:55 AM

[Quoted text hidden]

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## Fwd: Schedule Update

1 message

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**Robert Allison** <rallison@sd308.org>  
To: Deborah Nervis <dnervis@sd308.org>

Mon, Jul 22, 2019 at 9:55 AM

----- Forwarded message -----

From: **Maria Guzman** <hacienda5779@yahoo.com>  
Date: Mon, Jun 17, 2019 at 10:37 AM  
Subject: Re: Schedule Update  
To: Chad Feldotto <cfeldotto@oswegolandpd.org>  
CC: Robert Allison <rallison@sd308.org>

Good Morning Chad

Juan is planning on started moving all the machines and started removing the Mulch tomorrow if weather permitted.

Thank you

Please note our address as change  
**Maria Guzman**  
**Hacienda Landscaping Inc.**  
**Mailing Address**  
17840 Grove Rd  
Minooka, IL 60447hh  
P: 815-782-6493  
Cell: [REDACTED]  
E-Mail [hacienda5779@yahoo.com](mailto:hacienda5779@yahoo.com)

On Monday, June 17, 2019, 10:21:21 AM CDT, Chad Feldotto <cfeldotto@oswegolandpd.org> wrote:

Maria,

Do you have a tentative start date that you are shooting for to start the Fox Chase playgrounds? I know weather may change the date, but if you can share a tentative date with us or the week you are targeting, it will be greatly appreciated.

Thanks,

**Chad Feldotto, ASLA PLA**

Director of Planning | District ADA Coordinator

Foundation Administrator

Oswegoland Park District

[313 E. Washington St. | Oswego, IL 60543](#)

p: 630.554.4428 | f: 630.554.1577

[oswegolandparkdistrict.org](http://oswegolandparkdistrict.org)



The creation of the plan depends on you!

[PlanToPlayOswegoland.com](http://PlanToPlayOswegoland.com)

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Thanks, and best regards,  
Rob

Sent via iPhone. Please excuse grammar and spelling errors.

---

## Fwd: Schedule Update

1 message

---

**Robert Allison** <rallison@sd308.org>  
To: Deborah Nervis <dnervis@sd308.org>

Mon, Jul 22, 2019 at 9:55 AM

----- Forwarded message -----

From: **Maria Guzman** <hacienda5779@yahoo.com>  
Date: Wed, Jun 26, 2019 at 1:46 PM  
Subject: Re: Schedule Update  
To: Chad Feldotto <cfeldotto@oswegolandpd.org>  
CC: Robert Allison <rallison@sd308.org>

Hi Chad

I will get back to you later today so that I can get a schedule and more information.

Thank you

Please note our address as change

**Maria Guzman**

**Hacienda Landscaping Inc.**

**Mailing Address**

17840 Grove Rd

Minooka, IL 60447hh

P: 815-782-6493

Cell: [REDACTED]

E-Mail [hacienda5779@yahoo.com](mailto:hacienda5779@yahoo.com)

On Wednesday, June 26, 2019, 10:33:03 AM CDT, Chad Feldotto <cfeldotto@oswegolandpd.org> wrote:

Hi Maria,

Any updates on the schedule for the Fox Chase playground you can share? Has NuToys given you a delivery date on the play equipment?

**Chad Feldotto, ASLA PLA**

Director of Planning | District ADA Coordinator

Foundation Administrator

Oswegoland Park District

313 E. Washington St. | Oswego, IL 60543

p: 630.554.4428 | f: 630.554.1577

oswegolandparkdistrict.org



The creation of the plan depends on you!

[PlanToPlayOswegoLand.com](http://PlanToPlayOswegoLand.com)

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Thanks, and best regards,  
Rob

Sent via iPhone. Please excuse grammar and spelling errors.



# AIA® Document A101™ – 2017

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

AGREEMENT made as of the 18<sup>th</sup> day of March in the year 2019

**BETWEEN** the Owner:

Board of Education of Oswego Community Unit School District No. 308  
4175 Route 71  
Oswego, IL 60543

and the Contractor:

Hacienda Landscaping, Inc., an Illinois corporation  
17840 Grove Rd.  
Minooka, ILL 60447  
Phone: 815-782-6493

for the following Project:

Fox Chase Elementary School - Playground Renovations  
260 Fox Chase Drive North  
Oswego, IL 60543

The Park District:

Oswegoland Park District  
313 E. Washington St.  
Oswego, IL 60543

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

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

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:

*(Paragraphs deleted)*

Work shall commence on June 3, 2019. The Contractor shall coordinate with the Owner, the Park District, and Kids Around the World to remove the existing playground equipment. The Contractor shall set up all construction fencing before Kids Around the World starts the removal.

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

#### § 3.3 Substantial Completion

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

*(Paragraph deleted)*

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

Init.

[ X ] By the following date: August 2, 2019

**§ 3.3.2** [Item intentionally left blank]

*(Table deleted)*

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

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Thirteen Thousand Five Hundred Forty-Two Dollars and Fifty Cents (\$ 313,542.50 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

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

Item	Price
None	

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Paragraph deleted)*

Item	Price	Conditions for Acceptance
None		

**§ 4.3** Allowances, if any, included in the Contract Sum:

*(Paragraph deleted)*

Item	Price
None	

**§ 4.4** Unit prices, if any:

*(Paragraph deleted)*

Item	Units and Limitations	Price per Unit (\$0.00)
As listed in the Contractor's Bid Proposal dated February 8, 2019		

**§ 4.5** Liquidated damages, if any:

None

**§ 4.6** Other:

None

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Owner's representative by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

Billing cycle is for Work actually completed through the end of each month. End of month projections are not allowed.



§ 5.1.3 Provided that an Application for Payment is received by the Owner's representative not later than the tenth (10<sup>th</sup>) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Owner's representative after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Owner's representative receives the Application for Payment.

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

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

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld payment;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

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

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

None

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

*(Paragraph deleted)*

Reduction of retainage may be requested by the Contractor but remains subject to the recommendation of the Owner's representative and the sole discretion of the Owner.

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

*(Paragraph deleted)*

Init.

Five percent (5%), and such amounts as the Owner's representative shall determine for incomplete Work and unsettled claims.

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

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

## § 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Application for Payment has been submitted to the Owner's representative, including all certified payrolls, lien waivers, and other documentation required pursuant to Illinois law.

§ 5.2.2 The Owner's final payment to the Contractor shall be made as follows:

If the final Application for Payment is received by the Owner's representative on or before the 10<sup>th</sup> day of a month, the Owner shall make final payment not later than the last day of the same month. If the final Application for Payment is received by the Owner's representative after the 10<sup>th</sup> day of a month, the Owner shall make final payment not later than forty-five (45) days after receipt.

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

zero percent (0%) per annum

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Owner's representative will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017.  
*(Paragraphs deleted)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Paragraph deleted)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☒ Litigation in a court of competent jurisdiction. The parties agree that venue for all actions between the parties shall lie solely in the Illinois Circuit Court having jurisdiction over Kendall County, Illinois, and the Contractor hereby submits to the jurisdiction of that court.
- ☐ Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

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

Init.

§ 7.1.1 [Item intentionally left blank]

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

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

Robert Allison, Director of Operations  
Oswego Community Unit School District 308  
71 Stonehill Rd.  
Oswego, IL 60543  
Phone: 630-636-3192 / Fax: 630-636-3197  
rallison@sd308.org

§ 8.3 The Contractor's representative:

Juan Guzman, Superintendent  
Hacienda Landscaping, Inc.  
2005 Cumberland Dr.  
Plainfield, IL 60586  
Phone: 815-791-1033  
hacienda5779@yahoo.com

§ 8.4 The Contractor's representative shall not be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 [Item intentionally left blank]

§ 8.7 Other provisions:

All references to the "Architect" in the Contract Documents shall be interpreted to refer to the Owner's representative. However, the Owner's representative shall not be required to issue Certificates for Payment. The Park District as specified on page 1 above may assist the Owner's Representative in administering the Project.

The Contractor's selection of Subcontractors for any portion of the Work shall be subject to the approval of the Owner's representative. Once a Subcontractor has been selected and approved, the Contractor shall not change Subcontractors for that portion of the Work without the approval of the Owner's representative. Such approvals shall not be unreasonably withheld.

The Contractor shall purchase and maintain insurance and provide bonds as set forth in the Project Manual, summarized as follows:

#### BONDS

- Performance Bond and Labor and Material Payment Bond	100% of the Contract Sum
---	--------------------------

Init.

## INSURANCE

- Comprehensive general liability insurance \$1,000,000 each occurrence,  
\$2,000,000 general aggregate (with XCU coverage)
- Business auto liability insurance \$1,000,000 per person/accident,  
bodily injury and property damage
- Workers compensation insurance \$500,000 each accident for bodily injury by accident,  
\$500,000 each employee for bodily injury by disease, and  
\$500,000 policy limit for bodily injury by disease, with  
statutory benefits
- Umbrella or excess liability insurance \$2,000,000 per occurrence and in the aggregate

Contractor's insurance must include COMMUNITY UNIT SCHOOL DISTRICT 308 and OSWEGOLAND PARK DISTRICT as additional insureds on a primary and noncontributory basis. Contractor shall provide a certificate of insurance to the Owner prior to commencing the work.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 [Item intentionally left blank]
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4

(Paragraphs deleted)

[Item intentionally left blank]

### .5 Drawings

Number	Title	Date
As prepared by the Park District in partnership with the Owner	4 sheets	January 31, 2019

### .6 Specifications

Section	Title	Date	Pages
As contained in the Project Manual prepared by the Park District in partnership with the Owner		January 31, 2019	69

### .7 Addenda, if any:

Number	Date	Pages
None		

### .8 Other Exhibits:

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

[Item intentionally left blank]

[ ] The Sustainability Plan:

Init.

Title  
[Item intentionally left blank]

Date

Pages

[ X ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
As contained in the Project Manual prepared by the Park District in partnership with the Owner	00700 – General Conditions	January 31, 2019	15

.9 Other documents, if any, listed below:

Project Manual prepared by the Park District in partnership with the Owner dated January 31, 2019  
Advertisement for Bids  
Contractor Bid Proposal dated February 8, 2019

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



OWNER (Signature)

Robert Allison, Director of Operations  
Oswego Community Unit School District No. 308  
(Row deleted)



CONTRACTOR (Signature)

Maria Guzman, President  
(Hacienda Landscaping, Inc.)

Init.

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User Notes:

(951963353)

# Certified Transcript of Payroll

IDOL Case File Number: **H-18-2019 1**

Payroll Start: 06/17/2019

Payroll End: 06/23/2019

## Contractor and/or Subcontractor

## Public Body Information

(Contract Number)  
**FOX CHASE ELEMENTARY SCHO**  
(Project Number)  
**OSWEGO, IL**  
(Project Location)

**HACIENDA LANDSCAPING INC**  
(Company Name)  
**MARIA GUZMAN**  
(Contact Name)  
**17840 GROVE ROAD**  
(Street Address)  
**MINOOKA**  
(City)  
**IL 60447 815 782 64 93**  
(State) (Zipcode) (Telephone Number)

**COMMUNITY UNIT SCHOOL DISTRICT 308**  
(Public Body Name)  
**DEBORAH NERVIS**  
(Contact Name)  
**4175 RT 71**  
(Street Address)  
**OSWEGO**  
(City)  
**IL 60543 (630) 636 3192**  
(State) (Zipcode) (Telephone Number)

## Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address Last Four of SSN & Telephone Number		* Hours worked each day							Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period	
		SUN	MON	TUE	WED	THR	FRI	SAT					Gross	Net
VILICANA MIGUEL [REDACTED]	PW	0	0	8	8	8	0	0	24		46.25		1110.00	1021.97
	N													
Labor Classification <b>CEMENT MASON</b>		Hourly Fringe Benefit: Pension: <b>17.54</b> Health/Welfare: <b>12.00</b> Vacation: <b>5.00</b> Training: <b>1.25</b>												
	PW													
	N													
Labor Classification [REDACTED]		Hourly Fringe Benefit: Pension: [REDACTED] Health/Welfare: [REDACTED] Vacation: [REDACTED] Training: [REDACTED]												
	PW													
	N													
Labor Classification [REDACTED]		Hourly Fringe Benefit: Pension: [REDACTED] Health/Welfare: [REDACTED] Vacation: [REDACTED] Training: [REDACTED]												

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see Instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

\*PW - Prevailing Hours Worked \*N - Non Prevailing Hours Worked





# Certified Transcript of Payroll

IF-18-2019

## AFFIDAVIT

Weekly Statement of Compliance

Date: 6/23/2019

I, MARIA GUZMAN,  
(name signatory party)  
PRESIDENT, do  
(Title)

hereby state: that I pay or supervise the payment  
of the persons employed on the public works  
project COMMUNITY UNIT SCHOOL DISTRICT 308;

(name of project)

that during the payroll period commencing on the  
17 day of JUN, 2019,  
(day) (month) (year)

all persons employed on said project have been  
paid the full weekly wages earned, that no  
rebates have been or will be made either directly  
or indirectly to or on behalf of said

(name of contractor or subcontractor)

from the full weekly wages earned by any person,  
and that no deductions have been made either  
directly or indirectly from the full weekly wages  
earned by any persons, other than permissible  
deductions as defined by Federal and/or State  
Law. I further certify that this payroll is correct  
and complete; that the wage rates contained  
therein are not less than the actual rates herein  
stated and that the classification set forth for each  
laborers or mechanic conform to the work he/she  
performed.

  
Signature

Digital Signature \_\_\_\_\_

## FRINGES

Health Fund \_\_\_\_\_  
Health Address \_\_\_\_\_  
Health Sponsor \_\_\_\_\_  
Health Admin \_\_\_\_\_

Pension Fund \_\_\_\_\_  
Pension Address \_\_\_\_\_  
Pension Sponsor \_\_\_\_\_  
Pension Admin \_\_\_\_\_

401(k) Fund \_\_\_\_\_  
401(k) Address \_\_\_\_\_  
401(k) Sponsor \_\_\_\_\_  
401(k) Admin \_\_\_\_\_

Vacation Fund \_\_\_\_\_  
Vacation Address \_\_\_\_\_  
Vacation Sponsor \_\_\_\_\_  
Vacation Admin \_\_\_\_\_

## SUBCONTRACTORS

Attach explanation of Monies paid, copy of contract  
of billing, or other pertinent information.

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

# Certified Transcript of Payroll

IDOL Case File Number: **H-18-2019 2**

Payroll Start: 07/08/2019

Payroll End: 07/14/2019

## Contractor and/or Subcontractor

## Public Body Information

(Contract Number)  
**FOX CHASE ELEMENTARY SCHO**  
(Project Number)  
**OSWEGO, IL**  
(Project Location)

**HACIENDA LANDSCAPING INC**  
(Company Name)  
**MARIA GUZMAN**  
(Contact Name)  
**17840 GROVE ROAD**  
(Street Address)  
**MINOOKA**  
(City)  
**IL 60447 815 782 64 93**  
(State) (Zipcode) (Telephone Number)

**COMMUNITY UNIT SCHOOL DISTRICT 308**  
(Public Body Name)  
**DEBORAH NERVIS**  
(Contact Name)  
**4175 RT 71**  
(Street Address)  
**OSWEGO**  
(City)  
**IL 60543 (630) 636-3192**  
(State) (Zipcode) (Telephone Number)

## Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address Last Four of SSN & Telephone Number		* Hours worked each day							Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period	
		SUN	MON	TUE	WED	THR	FRI	SAT					Gross	Net
<b>MONROY JORGE</b> [REDACTED]	PW	0	0	8	8	8	8	0	32		44.10		1411.20	1090.06
	N													
Labor Classification <b>OPERATING ENGINEER</b>		Hourly Fringe Benefit: Pension: <b>13.55</b> Health/Welfare: <b>16.25</b> Vacation: <b>2.00</b> Training: <b>1.65</b>												
<b>MONROY LUIS A.</b> [REDACTED]	PW	0	0	8	8	8	8	0	32		43.72		1399.04	958.30
	N													
Labor Classification <b>LABOR</b>		Hourly Fringe Benefit: Pension: <b>13.61</b> Health/Welfare: <b>14.99</b> Vacation: <b>0.00</b> Training: <b>0.90</b>												
<b>MONROY JUAN C</b> [REDACTED]	PW	0	0	8	8	8	8	0	32		43.72		1399.04	1095.30
	N													
Labor Classification <b>LABOR</b>		Hourly Fringe Benefit: Pension: <b>13.61</b> Health/Welfare: <b>14.99</b> Vacation: <b>0.00</b> Training: <b>0.90</b>												

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see Instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

\*PW - Prevailing Hours Worked \*N - Non Prevailing Hours Worked



# Certified Transcript of Payroll

11-18-2019



## AFFIDAVIT

Weekly Statement of Compliance

Date: **7/14/2019**

I, **MARIA GUZMAN**,  
(name signatory party)  
**PRESIDENT**, do  
(Title)

hereby state: that I pay or supervise the payment  
of the persons employed on the public works  
project **COMMUNITY UNIT SCHOOL DISTRICT 308**;

(name of project)

that during the payroll period commencing on the

**08** day of **JUL**, **2019**,  
(day) (month) (year)

all persons employed on said project have been  
paid the full weekly wages earned, that no  
rebates have been or will be made either directly  
or indirectly to or on behalf of said

(name of contractor or subcontractor)

from the full weekly wages earned by any person,  
and that no deductions have been made either  
directly or indirectly from the full weekly wages  
earned by any persons, other than permissible  
deductions as defined by Federal and/or State  
Law. I further certify that this payroll is correct  
and complete; that the wage rates contained  
therein are not less than the actual rates herein  
stated and that the classification set forth for each  
laborers or mechanic conform to the work he/she  
performed.

Signature

Digital Signature

## FRINGES

Health Fund \_\_\_\_\_  
Health Address \_\_\_\_\_  
Health Sponsor \_\_\_\_\_  
Health Admin \_\_\_\_\_

Pension Fund \_\_\_\_\_  
Pension Address \_\_\_\_\_  
Pension Sponsor \_\_\_\_\_  
Pension Admin \_\_\_\_\_

401(k) Fund \_\_\_\_\_  
401(k) Address \_\_\_\_\_  
401(k) Sponsor \_\_\_\_\_  
401(k) Admin \_\_\_\_\_

Vacation Fund \_\_\_\_\_  
Vacation Address \_\_\_\_\_  
Vacation Sponsor \_\_\_\_\_  
Vacation Admin \_\_\_\_\_

## SUBCONTRACTORS

Attach explanation of Monies paid, copy of contract  
of billing, or other pertinent information.

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

(Address)

(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

(Address)

(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

(Address)

(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

(Address)

(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

# PAYMENT APPLICATION

Page 1

<b>TO:</b> Community Unit School District #308 4175 RT 71 Oswego, IL 60543 Attn: <b>FROM:</b> Hacienda Landscaping Inc 17840 Grove Rd Minooka, IL 60447 <b>FOR:</b> Fox Chase Elementary School	<b>PROJECT NAME AND LOCATION:</b> Fox Chase Elementary School Installation of playground 4175 RT 71 Oswego, IL 60543 <b>ARCHITECT:</b> Oswegoland Park District 313 East Washington Street Oswego, IL 60543	<b>APPLICATION #</b> 1 <b>PERIOD THRU:</b> 05/03/2019 <b>PROJECT #s:</b> <b>DATE OF CONTRACT:</b> 04/08/2019	<b>Distribution to:</b> <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
--	---	---	--

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.  
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$313,542.50
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$313,542.50
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$209,412.50
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$20,941.25
b. 10.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$20,941.25
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$188,471.25
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$0.00
8. PAYMENT DUE	\$188,471.25
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$125,071.25

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES</b>	<b>\$0.00</b>	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Hacienda Landscaping Inc

By: Maria Guzman Date: 5/3/19

State of ILL

County of: Will

Subscribed and sworn to before

me this 3 day of May 2019

Notary Public: Rogelio Vera

My Commission Expires: 4/12/2022



## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT.....

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Chad

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

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Page 2 of 5

PROJECT: Fox Chase Elementary School  
Installation of playground

APPLICATION #: 1  
DATE OF APPLICATION: 05/03/2019  
PERIOD THRU: 05/03/2019  
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	CONSTRUCTION STAGING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
2	Furnish certificate of insurance and required bonds per contract	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,500.00	
3	Furnish, install and maintain 6' temporary chain link construction	\$3,320.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,320.00	
4	Furnish and install and maintain sil fence and remove upon project	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$60.00	
5	KINDERGARTEN AREA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
6	EXCAVATION AND DEMOLITION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
7	Remove existing concrete footings of playground equipment including	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00	
8	Full depth excavation of existing wood mulch bed within the existing	\$817.50	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$817.50	
9	Backfill Playground footing holes with existing pea gravel re- used	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$100.00	
10	Remove existing site amenities and footings including offsite disposal	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$400.00	
11	Fine grade and shape playground subgrade for positive drainage	\$545.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$545.00	
12	Remove existing concrete at kindergarten entrance including	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	
13	furnish and install landscape structures kindergarten composite	\$79,000.00	\$0.00	\$66,135.30	\$0.00	\$66,135.30	84%	\$12,864.70	
14	furnish and install landscape structures topsy turny spinner	\$5,800.00	\$0.00	\$4,929.10	\$0.00	\$4,929.10	85%	\$870.90	
15	furnish and install landscape structures double jig jag climber	\$4,248.00	\$0.00	\$3,594.80	\$0.00	\$3,594.80	85%	\$653.20	
16	furnish and install double bay friendship swing with single post	\$7,000.00	\$0.00	\$5,996.10	\$0.00	\$5,996.10	86%	\$1,003.90	
	SUB-TOTALS	\$111,290.50	\$0.00	\$80,655.30	\$0.00	\$80,655.30	72%	\$30,635.20	

CONTINUATION PAGE

Page 3 of 5

PROJECT: Fox Chase Elementary School  
Installation of playground

APPLICATION #: 1  
DATE OF APPLICATION: 05/03/2019  
PERIOD THRU: 05/03/2019  
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
17	furnish and install landscape structures 8 place single post	\$5,880.00	\$0.00	\$4,980.80	\$0.00	\$4,980.80	85%	\$899.20	
18	furnish and install landscape structures 4 place sinlge post	\$5,880.00	\$0.00	\$5,021.50	\$0.00	\$5,021.50	85%	\$858.50	
18.	Furnish and install Wabash Valley Camden 6' bench, surface	\$2,688.00	\$0.00	\$2,274.80	\$0.00	\$2,274.80	85%	\$413.20	
19	relocate existing buddy bench	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$300.00	
20	Furnish amd install wabash valley urbanscape trash cans,surface	\$1,200.00	\$0.00	\$1,060.40	\$0.00	\$1,060.40	88%	\$139.60	
21	furnish and install madrax U24 bike racks, surface mounted, color;	\$630.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$630.00	
22	funish and install geotextile fabric on top of pea gravel base for wood	\$1,635.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,635.00	
23	funish and install new pea gravel base for wood fiber surfacing	\$7,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,200.00	
24	install 12" thick engineered wood fiber safety surfacing	\$10,650.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,650.00	
25	install ADA accessible concrete paving according to plans and	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,000.00	
26	install 8" concrete barrier curb according to plans & specifications	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$900.00	
27	ELEMENTARY AREA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
28	Excavation and Demolition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
29	Remove existing concrete footings of playground equipment including	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00	
30	Full depth excavation of existing wood mulch bed within the existing	\$870.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$870.00	
31	Backfill playground footing holes with existing pea gravel. Re-use	\$116.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$116.00	
	SUB-TOTALS	\$155,239.50	\$0.00	\$93,992.80	\$0.00	\$93,992.80	61%	\$61,246.70	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 4 of 5

PROJECT: Fox Chase Elementary School  
Installation of playground

APPLICATION #: 1  
DATE OF APPLICATION: 05/03/2019  
PERIOD THRU: 05/03/2019  
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
32	Remove existing site amenities & footings including offsite disposal.	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$500.00	
33	Fine grade and shape playground subgrade for positive drainage	\$580.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$580.00	
34	Excavate soil to 9" depth for concrete pad including onsite	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$120.00	
35	PLAYGROUND EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
36	Furnish and install Landscape Structures Elementary composite	\$99,800.00	\$0.00	\$84,911.20	\$0.00	\$84,911.20	85%	\$14,888.80	
37	Furnish and install double bay Oodle Swing	\$12,078.00	\$0.00	\$10,629.30	\$0.00	\$10,629.30	88%	\$1,448.70	
38	Furnish and install Landscape Structures 8 place single post	\$13,400.00	\$0.00	\$11,787.60	\$0.00	\$11,787.60	88%	\$1,612.40	
39	Furnish and install Wabash Valley Camden 6' bench, surface	\$4,032.00	\$0.00	\$3,412.20	\$0.00	\$3,412.20	85%	\$619.80	
40	Furnish and install Wabash Valley Kentland picnic table, surface	\$2,907.00	\$0.00	\$2,558.60	\$0.00	\$2,558.60	88%	\$348.40	
41	Furnish and install Wabash Valley Urbanscape Trash Cans, surface	\$2,400.00	\$0.00	\$2,120.80	\$0.00	\$2,120.80	88%	\$279.20	
42	Furnish and install Madrax U24 bike racks, surface mounted, Color:	\$630.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$630.00	
43	SAFETY SURFACING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
44	Furnish and install geotextile fabric on top of pea gravel base for wood	\$1,740.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,740.00	
45	Furnish and install new pea gravel base for wood fiber surfacing	\$7,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,800.00	
46	Install 12" thick (compacted) engineered wood fiber safety	\$11,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$11,700.00	
47	PAVING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
	SUB-TOTALS	\$312,926.50	\$0.00	\$209,412.50	\$0.00	\$209,412.50	67%	\$103,514.00	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 5 of 5

PROJECT: Fox Chase Elementary School  
Installation of playground

APPLICATION #: 1  
DATE OF APPLICATION: 05/03/2019  
PERIOD THRU: 05/03/2019  
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			D AMOUNT PREVIOUS PERIODS	E AMOUNT THIS PERIOD		TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
48	Install ADA accesible concrete paving according to plans and	\$616.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$616.00	
TOTALS		\$313,542.50	\$0.00	\$209,412.50	\$0.00	\$209,412.50	67%	\$104,130.00	



**FINAL WAIVER OF LIEN**STATE OF ILLINOIS  
COUNTY OF COOK

SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

Hacienda Landscaping, Inc

to furnish

Play Equipment

for the premises known as

Fox Chase Elementary School 260 Fox Drive Oswego, IL

of which

Oswegoland Park District

is the owner.

The undersigned, for and in consideration of

**\*\* One Hundred Ninety Thousand Three Hundred Seventy-five Dollars and 00/100 \*\*****\*\* \$190,375.00 \*\***

Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby

waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises. INCLUDING EXTRAS\*

Given under

my

hand

signed

and seal

on

this

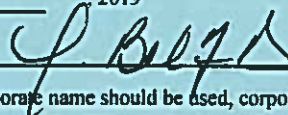
23rd

day of

May

2019

Signature and Seal:



/ Asst. Secretary

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth, if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner. \*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**STATE OF ILLINOIS  
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn; deposes and says that he is

Linise Belford

/ Asst. Secretary

of the

NuToys Leisure Products, Inc.

who is the contractor for the

Play Equipment

work on the

building located at

Fox Chase Elementary School 260 Fox Drive Oswego, IL

owned by

Oswegoland Park District

That the total amount of the contract including extras is

**\*\* \$190,375.00 \*\***

on which he has received payment of

**\*\* \$ 0.00 \*\***

prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no

claim either legal or equitable to defeat the validity of said waivers. That the following are names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
NuToys Leisure Products	Play Equipment	<b>** \$190,375.00 **</b>	<b>** \$ 0.00 **</b>	<b>** \$190,375.00 **</b>	- 0 -
All materials taken from fully paid stock, freight included.					
TOTAL LABOR AND MATERIAL TO COMPLETE		<b>** \$190,375.00 **</b>	<b>** \$ 0.00 **</b>	<b>** \$190,375.00 **</b>	- 0 -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this

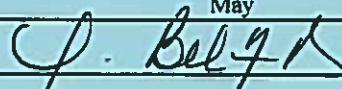
23rd

day of

May

2019

Signature:



/ Asst. Secretary

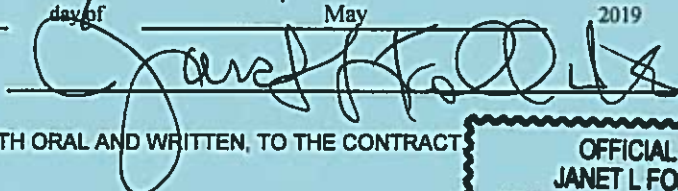
Subscribed and sworn to before me this

23rd

day of

May

2019



\*EXTRAS INCLUDE BUT NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

OFFICIAL SEAL  
JANET L. FOLKERTS  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/31/2021



STATE OF ILLINOIS

COUNTY OF WILL

WAIVER OF LIEN TO DATE

Gty #

Escrow #

## TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by COMMUNITY UNIT SCHOOL DISTRICT #308 to furnish INSTALLATION OF PLAYGROUND for the premises known as FOX CHASE ELEMENTARY SCHOOL of which COMMUNITY UNIT SCHOOL DISTRICT #308 is the owner.

THE undersigned, for and in consideration of ONE HUNDRED AND EIGHTY EIGHT DOLLARS AND FOUR HUNDRED AND SEVENTY ONE DOLLARS AND TWENTY FIVE CENTS

(\$188,471.25) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 5-3-2019 COMPANY NAME HACIENDA LANDSCAPING INC

ADDRESS 17480 GROVE RD MINOOKA, IL 60447

SIGNATURE AND TITLE

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF WILL

## TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) MARIA GUZMAN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) HACIENDA LANDSCAPING INC WHO IS THE CONTRACTOR FURNISHING INSTALLATION OF PLAYGROUND WORK ON THE BUILDING LOCATED AT 17480 GROVE RD MINOOKA, IL 60447 OWNED BY COMMUNITY UNIT SCHOOL DISTRICT #308

That the total amount of the contract including extras\* is \$313,542.50 on which he or she has received payment of \$0 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
HACIENDA LANDSCAPING INC	INSTALLATION	\$123,167.50	\$0.00	\$0.00	\$123,167.50
NUTOYS	PLAYGROUND	\$190,375.00	\$0.00	\$188,471.25	\$1,903.75
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$313,542.50	\$0.00	\$188,471.25	\$123,167.50

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 5/3/19

SIGNATURE: *[Signature]*

SUBSCRIBED AND SWORN TO BEFORE ME THIS

3

DAY OF

May

2019

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

"OFFICIAL SEAL"  
ROGELIO VERA JR.

NOTARY PUBLIC

f.1722 R5/96

Notary Public, State of Illinois  
Provided by Chicago Title Insurance Company  
My Commission Expires 04-12-2022



# PAYMENT APPLICATION

Page 1

<b>TO:</b> Community Unit School District #308 4175 RT 71 Oswego, IL 60543 Attn: <b>FROM:</b> Hacienda Landscaping Inc 17840 Grove Rd Minooka, IL 60447 <b>FOR:</b> Fox Chase Elementary School	<b>PROJECT NAME AND LOCATION:</b> Fox Chase Elementary School Installation of playground 4175 RT 71 Oswego, IL 60543 <b>ARCHITECT:</b> Oswegoland Park District 313 East Washington Street Oswego, IL 60543	<b>APPLICATION #</b> 2 <b>PERIOD THRU:</b> 07/02/2019 <b>PROJECT #s:</b> <b>DATE OF CONTRACT:</b> 04/08/2019	<b>Distribution to:</b> <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/>
--	---	---	--

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.  
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$313,542.50
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$313,542.50
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$222,550.00
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$22,255.00
b. 10.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$22,255.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$200,295.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$188,471.25
8. PAYMENT DUE	\$11,823.75
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$113,247.50

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Hacienda Landscaping Inc

By: Maria Guzman Date: 7-2-19

State of: IL

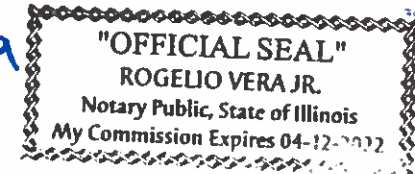
County of: Will

Subscribed and sworn to before

me this 3rd day of July, 2019

Notary Public: Rogelio Vera Jr.

My Commission Expires: 4-12-2022



## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been complete to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT.....

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Chad

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

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.



CONTINUATION PAGE

Page 2 of 5

PROJECT: Fox Chase Elementary School  
Installation of playground

APPLICATION #: 2  
DATE OF APPLICATION: 07/02/2019  
PERIOD THRU: 07/02/2019  
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
1	CONSTRUCTION STAGING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
2	Furnish certificate of insurance and required bonds per contract	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$6,500.00	100%	\$0.00	
3	Furnish, install and maintain 6' temporary chain link construction	\$3,320.00	\$0.00	\$3,320.00	\$0.00	\$3,320.00	100%	\$0.00	
4	Furnish and install and maintain sil fence and remove upon project	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$60.00	
5	KINDERGARTEN AREA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
6	EXCAVATION AND DEMOLITION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
7	Remove existing concrete footings of playground equipment including	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100%	\$0.00	
8	Full depth excavation of existing wood mulch bed within the existing	\$817.50	\$0.00	\$817.50	\$0.00	\$817.50	100%	\$0.00	
9	Backfill Playground footing holes with existing pea gravel re- used	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00	100%	\$0.00	
10	Remove existing site amenities and footings including offsite disposal	\$400.00	\$0.00	\$400.00	\$0.00	\$400.00	100%	\$0.00	
11	Fine grade and shape playground subgrade for positive drainage	\$545.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$545.00	
12	Remove existing concrete at kindergarten entrance including	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	
13	furnish and install landscape structures kindergarten composite	\$79,000.00	\$66,135.30	\$0.00	\$0.00	\$66,135.30	84%	\$12,864.70	
14	furnish and install landscape structures topsy turny spinner	\$5,800.00	\$4,929.10	\$0.00	\$0.00	\$4,929.10	85%	\$870.90	
15	furnish and install landscape structures double jig jag climber	\$4,248.00	\$3,594.80	\$0.00	\$0.00	\$3,594.80	85%	\$653.20	
16	furnish and install double bay friendship swing with single post	\$7,000.00	\$5,996.10	\$0.00	\$0.00	\$5,996.10	86%	\$1,003.90	
	SUB-TOTALS	\$111,290.50	\$80,655.30	\$13,137.50	\$0.00	\$93,792.80	84%	\$17,497.70	

CONTINUATION PAGE

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CONTINUATION PAGE

PROJECT: Fox Chase Elementary School  
Installation of playground

APPLICATION #: 2  
DATE OF APPLICATION: 07/02/2019  
PERIOD THRU: 07/02/2019  
PROJECT #s:

Payment Application containing Contractor's signature is attached.

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ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
17	furnish and install landscape structures 8 place single post	\$5,880.00	\$4,980.80	\$0.00	\$0.00	\$4,980.80	85%	\$899.20	
18	furnish and install landscape structures 4 place sinlge post	\$5,880.00	\$5,021.50	\$0.00	\$0.00	\$5,021.50	85%	\$858.50	
18.	Furnish and install Wabash Valley Camden 6' bench, surface	\$2,688.00	\$2,274.80	\$0.00	\$0.00	\$2,274.80	85%	\$413.20	
19	relocate existing buddy bench	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$300.00	
20	Furnish amd install wabash valley urbanscape trash cans,surface	\$1,200.00	\$1,060.40	\$0.00	\$0.00	\$1,060.40	88%	\$139.60	
21	furnish and install madrax U24 bike racks, surface mounted, color;	\$630.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$630.00	
22	funish and install geotextile fabric on top of pea gravel base for wood	\$1,635.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,635.00	
23	funish and install new pea gravel base for wood fiber surfacing	\$7,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,200.00	
24	install 12" thick engineered wood fiber safety surfacing	\$10,650.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,650.00	
25	install ADA accessible concrete paving according to plans and	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,000.00	
26	install 8" concrete barrier curb according to plans & specifications	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$900.00	
27	ELEMENTARY AREA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
28	Excavation and Demolition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
29	Remove existing concrete footings of playground equipment including	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00	
30	Full depth excavation of existing wood mulch bed within the existing	\$870.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$870.00	
31	Backfill playground footing holes with existing pea gravel. Re-use	\$116.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$116.00	
	SUB-TOTALS	\$155,239.50	\$93,992.80	\$13,137.50	\$0.00	\$107,130.30	69%	\$48,109.20	

CONTINUATION PAGE

Page 4 of 5

PROJECT: Fox Chase Elementary School  
Installation of playground

APPLICATION #: 2  
DATE OF APPLICATION: 07/02/2019  
PERIOD THRU: 07/02/2019  
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
32	Remove existing site amenities & footings including offsite disposal.	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$500.00	
33	Fine grade and shape playground subgrade for positive drainage	\$580.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$580.00	
34	Excavate soil to 9" depth for concrete pad including onsite	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$120.00	
35	PLAYGROUND EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
36	Furnish and install Landscape Structures Elementary composite	\$99,800.00	\$84,911.20	\$0.00	\$0.00	\$84,911.20	85%	\$14,888.80	
37	Furnish and install double bay Oodle Swing	\$12,078.00	\$10,629.30	\$0.00	\$0.00	\$10,629.30	88%	\$1,448.70	
38	Furnish and install Landscape Structures 8 place single post	\$13,400.00	\$11,787.60	\$0.00	\$0.00	\$11,787.60	88%	\$1,612.40	
39	Furnish and install Wabash Valley Camden 6' bench, surface	\$4,032.00	\$3,412.20	\$0.00	\$0.00	\$3,412.20	85%	\$619.80	
40	Furnish and install Wabash Valley Kentland picnic table, surface	\$2,907.00	\$2,558.60	\$0.00	\$0.00	\$2,558.60	88%	\$348.40	
41	Furnish and install Wabash Valley Urbanscape Trash Cans, surface	\$2,400.00	\$2,120.80	\$0.00	\$0.00	\$2,120.80	88%	\$279.20	
42	Furnish and install Madrax U24 bike racks, surface mounted, Color:	\$630.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$630.00	
43	SAFETY SURFACING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
44	Furnish and install geotextile fabric on top of pea gravel base for wood	\$1,740.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,740.00	
45	Furnish and install new pea gravel base for wood fiber surfacing	\$7,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,800.00	
46	Install 12" thick (compacted) engineered wood fiber safety	\$11,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$11,700.00	
47	PAVING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
	SUB-TOTALS	\$312,926.50	\$209,412.50	\$13,137.50	\$0.00	\$222,550.00	71%	\$90,376.50	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

# CONTINUATION PAGE

Page 5 of 5

PROJECT: Fox Chase Elementary School  
Installation of playground

APPLICATION #: 2  
DATE OF APPLICATION: 07/02/2019  
PERIOD THRU: 07/02/2019  
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
48	Install ADA accesible concrete paving according to plans and	\$616.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$616.00	
TOTALS		\$313,542.50	\$209,412.50	\$13,137.50	\$0.00	\$222,550.00	71%	\$90,992.50	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Documen



STATE OF ILLINOIS

COUNTY OF WILL

WAIVER OF LIEN TO DATE

Gty #

Escrow #

## TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by COMMUNITY UNIT SCHOOL DISTRICT #308 to furnish INSTALLATION OF PLAYGROUND for the premises known as FOX CHASE ELEMENTARY SCHOOL of which COMMUNITY UNIT SCHOOL DISTRICT #308 is the owner.

THE undersigned, for and in consideration of ELEVEN THOUSAND EIGHT HUNDRED AND TWENTY THREE DOLLARS AND SEVENTY FIVE CENTS

(\$11,823.75) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 7-10-2019 COMPANY NAME HACIENDA LANDSCAPING INC

ADDRESS 17480 GROVE RD MINOOKA, IL 60447

SIGNATURE AND TITLE

*[Signature]* President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF WILL

## TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) MARIA GUZMAN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) HACIENDA LANDSCAPING INC WHO IS THE CONTRACTOR FURNISHING INSTALLATION OF PLAYGROUND WORK ON THE BUILDING LOCATED AT 17840 GROVE RD MINOOKA, IL 60447 OWNED BY COMMUNITY UNIT SCHOOL DISTRICT #308

That the total amount of the contract including extras\* is \$313,542.50 on which he or she has received payment of \$188,471.25 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
HACIENDA LANDSCAPING INC	INSTALLATION	\$123,167.50	\$0.00	\$9,920.00	\$113,247.50
NUTOYS	PLAYGROUND	\$190,375.00	\$188,471.25	\$1,903.75	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$313,542.50	\$188,471.25	\$11,823.75	\$113,247.50

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 7-10-19SIGNATURE: *[Signature]*

SUBSCRIBED AND SWORN TO BEFORE ME THIS

10<sup>th</sup>

DAY OF

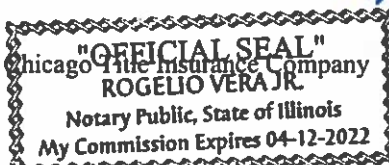
July2019

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

f.1722 R5/96

Provided by







---

## Fox Chase Playground Equipment Removal

20 messages

---

**Colleen McCarty** <cmccarty@oswegolandpd.org>

Fri, May 3, 2019 at 9:17 AM

To: Tim Clauson <timc@kidsaroundtheworld.com>

Cc: Robert Allison <rallison@sd308.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>, Maria Guzman <hacienda5779@yahoo.com>

Tim,

I am just following up on the Fox Chase Playgrounds that you were interested in taking from us this summer. We have the project scheduled to begin June 3. Will you be able to come out that week to remove the playground equipment? We are working with Hacienda Landscaping on the project. Maria said whenever you are scheduled to come out she will make sure to have the fence up before you guys get there. I am contacting you early because we are on a tight construction schedule for this project due to working around the school's schedule. Let me know if the week of June 3 works for you.

I have attached a copy of the demolition and removals plan from the construction drawings. The drawing includes the existing layout of the equipment as well as who is removing what. Please let me know if anything has changed since we last spoke. Thanks so much!

**Colleen McCarty**

Senior Park Planner

Oswegoland Park District

[313 E. Washington St. | Oswego, IL 60543](#)

p: 630.554.4426 | f: 630.554.1577

[oswegolandparkdistrict.org](http://oswegolandparkdistrict.org)



The Creation of the plan depends on you!

[PlanToPlayOswegoland.com](http://PlanToPlayOswegoland.com)

---

2 attachments



image001.png  
21K



Fox Chase Demo Plan.pdf

391K

---

**Maria Guzman** <hacienda5779@yahoo.com>

Fri, May 3, 2019 at 9:43 AM

To: Tim Clauson <timc@kidsaroundtheworld.com>, Colleen McCarty <cmccarty@oswegolandpd.org>

Cc: Robert Allison <rallison@sd308.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>

Thank you Colleen

Tim just let me know what date you will be there and I have the fence company there too.

Please note our address as change

**Maria Guzman**

**Hacienda Landscaping Inc.**

**Mailing Address**

17840 Grove Rd

Minooka, IL 60447hh

P: 815-782-6493

Cell: [REDACTED]

E-Mail [hacienda5779@yahoo.com](mailto:hacienda5779@yahoo.com)

[Quoted text hidden]

---

**Tim Clauson** <timc@kidsaroundtheworld.com>

Fri, May 3, 2019 at 10:21 AM

To: Maria Guzman <hacienda5779@yahoo.com>

Cc: Colleen McCarty <cmccarty@oswegolandpd.org>, Robert Allison <rallison@sd308.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>

Colleen, yes we will be there that week, it may take us a few days with both units. I have attached a new certificate of insurance.



**Tim Clauson** / Playground Director  
815-229-8731

**Kids Around the World**  
[www.kidsaroundtheworld.com](http://www.kidsaroundtheworld.com)



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**Oswegoland-Park-Dis\_Kids-Around-the\_19-20-All-Lines\_4-26-2019\_217600786\_1.pdf**

90K

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**Colleen McCarty** <cmccarty@oswegolandpd.org>

Fri, May 3, 2019 at 10:36 AM

To: Tim Clauson <timc@kidsaroundtheworld.com>

Cc: Robert Allison <rallison@sd308.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>

Tim,

Thanks for sending that over. Sorry to be a pain. I forgot to clarify. Could you include School District 308 in on the insurance too? The school and park properties are adjacent to one another and the project goes into their property as well. Thanks.

Colleen

[Quoted text hidden]

---

**Tim Clauson** <timc@kidsaroundtheworld.com>

Fri, May 3, 2019 at 10:44 AM

To: Colleen McCarty <cmccarty@oswegolandpd.org>

Cc: Robert Allison <rallison@sd308.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>

Colleen, do you have an address for the school district office?



**Tim Clauson** / Playground Director  
815-229-8731

**Kids Around the World**  
[www.kidsaroundtheworld.com](http://www.kidsaroundtheworld.com)



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**Deborah Nervis** <dnervis@sd308.org>

Fri, May 3, 2019 at 1:48 PM

To: Tim Clauson <timc@kidsaroundtheworld.com>

Cc: Colleen McCarty <cmccarty@oswegolandpd.org>, Robert Allison <rallison@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>

The District Administration Office is located at 4175 Route 71, Oswego, IL 60543

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--  
Deborah Nervis  
Operation Department  
Direct: 630.636.3192  
Fax: 630.636.3197



---

**Maria Guzman** <hacienda5779@yahoo.com>

Fri, May 3, 2019 at 1:55 PM

To: Tim Clauson <timc@kidsaroundtheworld.com>  
Cc: Colleen McCarty <cmccarty@oswegolandpd.org>, Robert Allison <rallison@sd308.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>

Thank you Tim

Please note our address as change  
**Maria Guzman**  
**Hacienda Landscaping Inc.**  
**Mailing Address**  
**17840 Grove Rd**  
**Minooka, IL 60447hh**  
**P: 815-782-6493**  
**Cell: [REDACTED]**  
**E-Mail [hacienda5779@yahoo.com](mailto:hacienda5779@yahoo.com)**


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**Deborah Nervis** <dnervis@sd308.org> Fri, May 3, 2019 at 2:03 PM  
To: Carrie Szambelan <cszambelan@sd308.org>, Laretta King <lking@sd308.org>

FYI....in case this shows up at DAC it should come to me.

Thanks,  
Deb  
Have a great weekend!

----- Forwarded message -----  
From: **Tim Clauson** <timc@kidsaroundtheworld.com>  
Date: Fri, May 3, 2019 at 10:21 AM  
Subject: Re: Fox Chase Playground Equipment Removal  
To: Maria Guzman <hacienda5779@yahoo.com>  
[Quoted text hidden]  
[Quoted text hidden]  
[Quoted text hidden]

 **Oswegoland-Park-Dis\_Kids-Around-the\_19-20-All-Lines\_4-26-2019\_217600786\_1.pdf**  
90K

**Tim Clauson** <timc@kidsaroundtheworld.com> Fri, May 3, 2019 at 3:07 PM  
To: Maria Guzman <hacienda5779@yahoo.com>  
Cc: Colleen McCarty <cmccarty@oswegolandpd.org>, Robert Allison <rallison@sd308.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>

Colleen, here is the second certificate.



**Tim Clauson** / Playground Director  
815-229-8731

**Kids Around the World**  
[www.kidsaroundtheworld.com](http://www.kidsaroundtheworld.com)



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**Tim Clauson** <timc@kidsaroundtheworld.com> Thu, May 23, 2019 at 9:51 AM  
To: Maria Guzman <hacienda5779@yahoo.com>  
Cc: Colleen McCarty <cmccarty@oswegolandpd.org>, Robert Allison <rallison@sd308.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>

Team, I am looking June 3 for the removal of the Fox Chase playgrounds, maybe the 2nd also to finish up both units.



**Tim Clauson** / Playground Director  
815-229-8731

**Kids Around the World**  
[www.kidsaroundtheworld.com](http://www.kidsaroundtheworld.com)



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**Robert Allison** <rallison@sd308.org> Thu, May 23, 2019 at 9:57 AM  
To: Tim Clauson <timc@kidsaroundtheworld.com>  
Cc: Maria Guzman <hacienda5779@yahoo.com>, Colleen McCarty <cmccarty@oswegolandpd.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>, Janet DeMont <jdemont@sd308.org>, Garin Brown <gbrown@sd308.org>, Eric Simon <esimon@sd308.org>, Nicole Costa <ncosta@sd308.org>

Good morning - I don't see any issue with this timing. Also, going forward, please continue to Cc Janet DeMont (building principal) Garin Brown (building engineer), Eric Simon (assistant director of Operations) and Nicole costa (custodial supervisor) so they are kept in the loop on this project.

Thanks, and best regards,

Rob.

---

**Rob Allison - Director of Operations**  
**School District 308**  
**71 Stonehill Rd.**  
**Oswego, IL 60543**  
**Office: 630-636-3190**  
**Cell: [REDACTED]**

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**Janet Demont** <jdemont@sd308.org> Thu, May 23, 2019 at 10:15 AM  
To: Robert Allison <rallison@sd308.org>  
Cc: Tim Clauson <timc@kidsaroundtheworld.com>, Maria Guzman <hacienda5779@yahoo.com>, Colleen McCarty <cmccarty@oswegolandpd.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>, Garin Brown

<gbrown@sd308.org>, Eric Simon <esimon@sd308.org>, Nicole Costa <ncosta@sd308.org>

All,  
It was a little tricky to follow the whole thread, so let me make sure that I have the correct information. The landscapers will put up the fence on June 3 or before June 3? We have school and will use the playground through May 31. June 1 and 2 are the weekend. The Kids Around the World organization will take the playgrounds apart on June 3 and maybe June 2 (Sunday)? Anything after May 31 works for FC. I just was a little unclear about the June 2 inclusion. So excited to have this work done on our playground.

Thank you, Janet DeMont  
[Quoted text hidden]  
--  
Janet DeMont  
Principal, Fox Chase Elementary School

---

**Maria Guzman** <hacienda5779@yahoo.com> Thu, May 23, 2019 at 10:19 AM  
To: Robert Allison <rallison@sd308.org>, Janet Demont <jdemont@sd308.org>  
Cc: Tim Clauson <timc@kidsaroundtheworld.com>, Colleen McCarty <cmccarty@oswegolandpd.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>, Garin Brown <gbrown@sd308.org>, Eric Simon <esimon@sd308.org>, Nicole Costa <ncosta@sd308.org>

Hi Janet  
  
We are going to put the fence up on June 3, 2019 if that is fine with everyone.  
  
Thank you

Please note our address as change  
**Maria Guzman**  
**Hacienda Landscaping Inc.**  
**Mailing Address**  
**17840 Grove Rd**  
**Minooka, IL 60447**hh  
**P: 815-782-6493**  
**Cell:** [REDACTED]  
**E-Mail** [hacienda5779@yahoo.com](mailto:hacienda5779@yahoo.com)

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**Janet Demont** <jdemont@sd308.org> Thu, May 23, 2019 at 10:20 AM  
To: Maria Guzman <hacienda5779@yahoo.com>  
Cc: Robert Allison <rallison@sd308.org>, Tim Clauson <timc@kidsaroundtheworld.com>, Colleen McCarty <cmccarty@oswegolandpd.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>, Garin Brown <gbrown@sd308.org>, Eric Simon <esimon@sd308.org>, Nicole Costa <ncosta@sd308.org>

Sounds good.  
[Quoted text hidden]

---

**Tim Clauson** <timc@kidsaroundtheworld.com> Thu, May 23, 2019 at 10:30 AM  
To: Janet Demont <jdemont@sd308.org>  
Cc: Maria Guzman <hacienda5779@yahoo.com>, Robert Allison <rallison@sd308.org>, Colleen McCarty <cmccarty@oswegolandpd.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>, Garin Brown <gbrown@sd308.org>, Eric Simon <esimon@sd308.org>, Nicole Costa <ncosta@sd308.org>

Janet, sorry I meant the 3rd and 4th not 2nd.



**Tim Clauson** / Playground Director  
815-229-8731

**Kids Around the World**  
[www.kidsaroundtheworld.com](http://www.kidsaroundtheworld.com)



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**Janet Demont** <jdemont@sd308.org> Thu, May 23, 2019 at 11:05 AM  
To: Tim Clauson <timc@kidsaroundtheworld.com>  
Cc: Maria Guzman <hacienda5779@yahoo.com>, Robert Allison <rallison@sd308.org>, Colleen McCarty <cmccarty@oswegolandpd.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>, Garin Brown <gbrown@sd308.org>, Eric Simon <esimon@sd308.org>, Nicole Costa <ncosta@sd308.org>

Oh, good. I was worried about the fence on the 2nd. It all sounds good and exciting!

[Quoted text hidden]

---

**Tim Clauson** <timc@kidsaroundtheworld.com> Fri, May 31, 2019 at 2:45 PM  
To: Janet Demont <jdemont@sd308.org>  
Cc: Maria Guzman <hacienda5779@yahoo.com>, Robert Allison <rallison@sd308.org>, Colleen McCarty <cmccarty@oswegolandpd.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>, Garin Brown <gbrown@sd308.org>, Eric Simon <esimon@sd308.org>, Nicole Costa <ncosta@sd308.org>

Team, we are all set, we will be there Monday morning with our crew about 8 A.M.



**Tim Clauson** / Playground Director  
815-229-8731

**Kids Around the World**  
[www.kidsaroundtheworld.com](http://www.kidsaroundtheworld.com)



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**Robert Allison** <rallison@sd308.org> Fri, May 31, 2019 at 2:48 PM  
To: Tim Clauson <timc@kidsaroundtheworld.com>  
Cc: Janet Demont <jdemont@sd308.org>, Maria Guzman <hacienda5779@yahoo.com>, Colleen McCarty <cmccarty@oswegolandpd.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>, Garin Brown <gbrown@sd308.org>, Eric Simon <esimon@sd308.org>, Nicole Costa <ncosta@sd308.org>

Thanks! I am out of the office next week so Eric and/or Nicole will be your point of contact as needed.

Thanks, and best regards,

Rob.

---

**Rob Allison - Director of Operations**

**School District 308**

**71 Stonehill Rd.**

**Oswego, IL 60543**

**Office: 630-636-3190**

**Cell:** [REDACTED]

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**Janet Demont** <jdemont@sd308.org>

Fri, May 31, 2019 at 3:33 PM

To: Tim Clauson <timc@kidsaroundtheworld.com>

Cc: Maria Guzman <hacienda5779@yahoo.com>, Robert Allison <rallison@sd308.org>, Colleen McCarty <cmccarty@oswegolandpd.org>, Deborah Nervis <dnervis@sd308.org>, Chad Feldotto <cfeldotto@oswegolandpd.org>, Garin Brown <gbrown@sd308.org>, Eric Simon <esimon@sd308.org>, Nicole Costa <ncosta@sd308.org>

How exciting! Thank you.

[Quoted text hidden]

---

**Robert Allison** <rallison@sd308.org>

Mon, Jul 22, 2019 at 9:54 AM

To: Deborah Nervis <dnervis@sd308.org>

----- Forwarded message -----

From: **Janet Demont** <jdemont@sd308.org>

Date: Fri, May 31, 2019 at 3:33 PM

Subject: Re: Fox Chase Playground Equipment Removal

[Quoted text hidden]

[Quoted text hidden]

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Thanks, and best regards,  
Rob

Sent via iPhone. Please excuse grammar and spelling errors.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lundstrom Insurance 2205 Point Blvd., Ste 200 Elgin IL 60123	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 847-741-1000	<b>FAX (A/C, No):</b> 847-428-8857
<b>E-MAIL ADDRESS:</b> certificates@lundstrominsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Insurance Company		
<b>INSURER B:</b> New York Marine		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
Kids Around the World Inc  
4750 Hydraulic Dr.  
Rockford IL 61109

KIDSARO-01

**COVERAGES****CERTIFICATE NUMBER:** 1626204045**REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		PHPK1955340	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1955340	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 100/1,000
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB668164	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC201700005742	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

If required by written contract, Oswego Community Unit School district 305 is an Additional Insured with respect to the General Liability coverage.

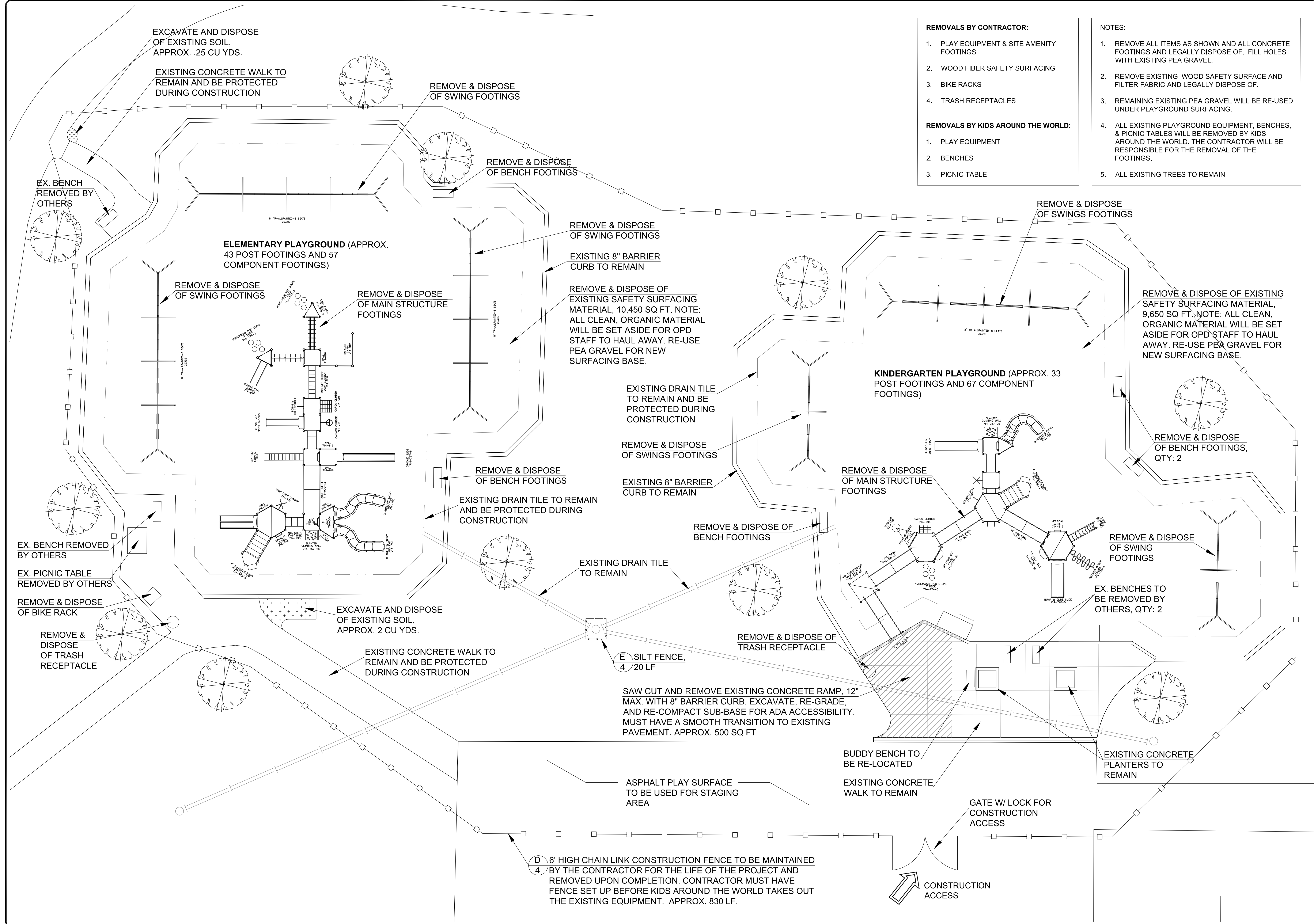
**CERTIFICATE HOLDER****CANCELLATION**

Oswego Community Unit School district 305  
4175 Route 71  
Oswego IL 60543

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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- REMOVALS BY CONTRACTOR:**
1. PLAY EQUIPMENT & SITE AMENITY FOOTINGS
  2. WOOD FIBER SAFETY SURFACING
  3. BIKE RACKS
  4. TRASH RECEPTACLES
- REMOVALS BY KIDS AROUND THE WORLD:**
1. PLAY EQUIPMENT
  2. BENCHES
  3. PICNIC TABLE

- NOTES:**
1. REMOVE ALL ITEMS AS SHOWN AND ALL CONCRETE FOOTINGS AND LEGALLY DISPOSE OF. FILL HOLES WITH EXISTING PEA GRAVEL.
  2. REMOVE EXISTING WOOD SAFETY SURFACE AND FILTER FABRIC AND LEGALLY DISPOSE OF.
  3. REMAINING EXISTING PEA GRAVEL WILL BE RE-USED UNDER PLAYGROUND SURFACING.
  4. ALL EXISTING PLAYGROUND EQUIPMENT, BENCHES, & PICNIC TABLES WILL BE REMOVED BY KIDS AROUND THE WORLD. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL OF THE FOOTINGS.
  5. ALL EXISTING TREES TO REMAIN

**DEMOLITION & REMOVALS PLAN**

**2019 PLAYGROUND PROJECT**  
**FOX CHASE ELEMENTARY SCHOOL**  
**260 FOX CHASE DR N. OSWEGO, IL 60543**

  
**NORTH**

Revision	Date

Date: 1.31.19  
Scale: 1"=10' 0"  
Drawn: Colleen

Sheet  
**2**  
of 4 Sheets