

VILLAGE OF DUPO, ILLINOIS

ORDINANCE NO. 22-05

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS
AUTHORIZING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT
IN THE VILLAGE'S PUBLIC PARK**

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF DUPO, ILLINOIS
THIS 4th DAY OF APRIL 2022

Published in pamphlet form by
authority of the Village Board
of Trustees of the Village of
Dupo, St. Clair County, Illinois,
this 4TH day of April 2022.

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WHEREAS, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on April 4, 2022, at 7:00 p.m., before the Village Board of Dupo; and

WHEREAS, pursuant to the provisions of Section 11-61-3 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-61-3), the Village of Dupo is authorized to purchase real and personal property and equipment for public purposes pursuant to contracts that provide for consideration for such purchase to be paid through annual installments during a period not to exceed twenty (20) years; and

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois (Village Trustees and Mayor) desires to purchase and have installed/constructed playground equipment in the Village's Public Park; and

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois having received quotes for the purchase and installation of playground equipment desires to purchase from Hutchinson Recreation & Design of Lake Saint Louis, Missouri ("Hutchinson") said playground equipment and have the same installed/constructed by Hutchinson for a cost of \$81,265.00, as referenced in Hutchinson's quote attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the aforementioned playground equipment shall be used for public purposes by the public and citizens of the Village of Dupo, Illinois; and

WHEREAS, pursuant to Section 1-2-27 of the Village's Revised Code of Ordinances bidding for the aforementioned playground equipment was waived by a vote of two-thirds (2/3) of the Trustees holding office; and

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois hereby find that it is necessary, advisable and in the best interests of the Village and its citizens and the public to authorize the purchase and installation/construction of the playground equipment from and by Hutchinson pursuant to those terms and conditions contained in **Exhibit "A;"** and

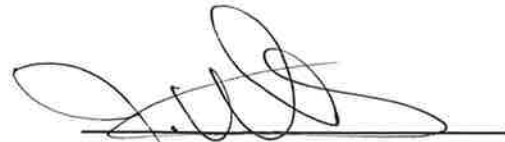
NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Dupo, St. Clair County, Illinois, as follows:

1. That the recitals set forth above in the preamble of this Ordinance are hereby incorporated into this Ordinance as recommendations of the Village Board of Trustees of the Village of Dupo, Illinois.
2. That the Village of Dupo, Illinois approves the purchase and installation/construction of the playground equipment to be located in the Village's Public Park from and by Hutchinson for \$81,265.00 as referenced in **Exhibit "A"**.
3. That the Mayor, on behalf of the Village of Dupo, Illinois, is hereby authorized to purchase and have installed/constructed the playground equipment from and by Hutchinson for \$81,265.00 as referenced in **Exhibit "A"** for the Village of Dupo, Illinois.
4. That the Mayor, on behalf of the Village of Dupo, Illinois, shall execute and the Village Clerk shall seal, if necessary, such documents required for the purchase and installation/construction of said playground equipment from and by Hutchinson.
5. That the Mayor of the Village of Dupo, Illinois is authorized to provide any such additional information and take any such further action as may be required to accomplish the purchase and installation/construction of the playground equipment.

PASSED this 4th day of April 2022 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

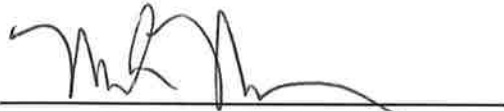
<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Joe Basinski	X	---	---	---
Ron Dell	X	---	---	---
Kerry Foster	X	---	---	---
Dawn Keys	X	---	---	---
Ken Phillips	X	---	---	---
Tammy Taylor	X	---	---	---

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 4th day of April 2022.



Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST:



MARK NADLER, VILLAGE CLERK

{SEAL}

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATE OF PUBLICATION

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupu, Illinois.

I further certify that on the 4th day of April 2022, the Corporate Authorities of the Village of Dupu, Illinois, passed and approved Ordinance No. 22-05, entitled:

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS
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which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 22-05, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Dupu Village Hall, commencing on April 4, 2022, and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the Village Clerk.

DATED at Dupu, Illinois this 4th day of April 2022.



MARK NADLER, Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATE OF TRUE COPY


I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupo, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said Village.

I do further certify that Ordinance No. 22-05, entitled:

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS
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to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Dupo, Illinois Village Council held on the 4th day of April 2022.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 4th day of April 2022.



MARK NADLER, Village Clerk

(SEAL)



HUTCHINSON RECREATION & DESIGN
 1000 EDGEWATER PT STE 101
 LAKE SAINT LOUIS, MO 63367

BID B

Name/Address		
DUPO PARK DUPO, IL		
Date	Quotation #	REP
03/28/22	11749	BJH

Terms
TBD

Quantity	Description	Total
1	OPTION BR2 Miracle Play system.	53,973.00T
1	Freight - UNLOADING/STORAGE OF EQUIPMENT IS NOT INCLUDED IN DELIVERED PRICE.	
1	ADDITIONAL ADD ON OPTIONS (INCLUDED IN TOTAL): Equipment Installation Only (For Additional Installation options not listed on quote please view Proposal Facts). Please note items by other: Unloading, Storage of Equipment, Site work, Site Excavation, Site Restoration, Drainage, Safety Surfacing, Safety Surfacing Install, etc. If you would like pricing on any of these additional items please let us know.	27,292.00T
	PLEASE NOTE: Other to provide protective measures for any sidewalks that need to be crossed along the access route for install. OTHER TO REMOVE/DISPOSE ALL EXISTING EQUIPMENT AND FOOTINGS, AND FILL FOOTING HOLES. OTHER TO PUSH BACK AND/OR REMOVE ALL EXISTING LOOSE FILL SAFETY SURFACING TO DIRT SUB BASE. 1-2% SLOPE Tax Exempt	0.00

The acceptance signature below serves as authorization to order the items quoted & indicates acceptance of the listed prices and payment terms enclosed. Signature will not substitute for a Purchase Order.

Total	\$81,265.00
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Unloading, storage and installation of equipment upon arrival is not included in above pricing unless specifically noted on quote.

Acceptance Signature: _____

Printed Name: _____

Phone: (800) 848.5616

www.hutchinson-recreation.com

Fax: (314) 332.2877

NOTE: Purchase orders & checks for equipment should be made out to Hutchinson Recreation & Design.

EXHIBIT A

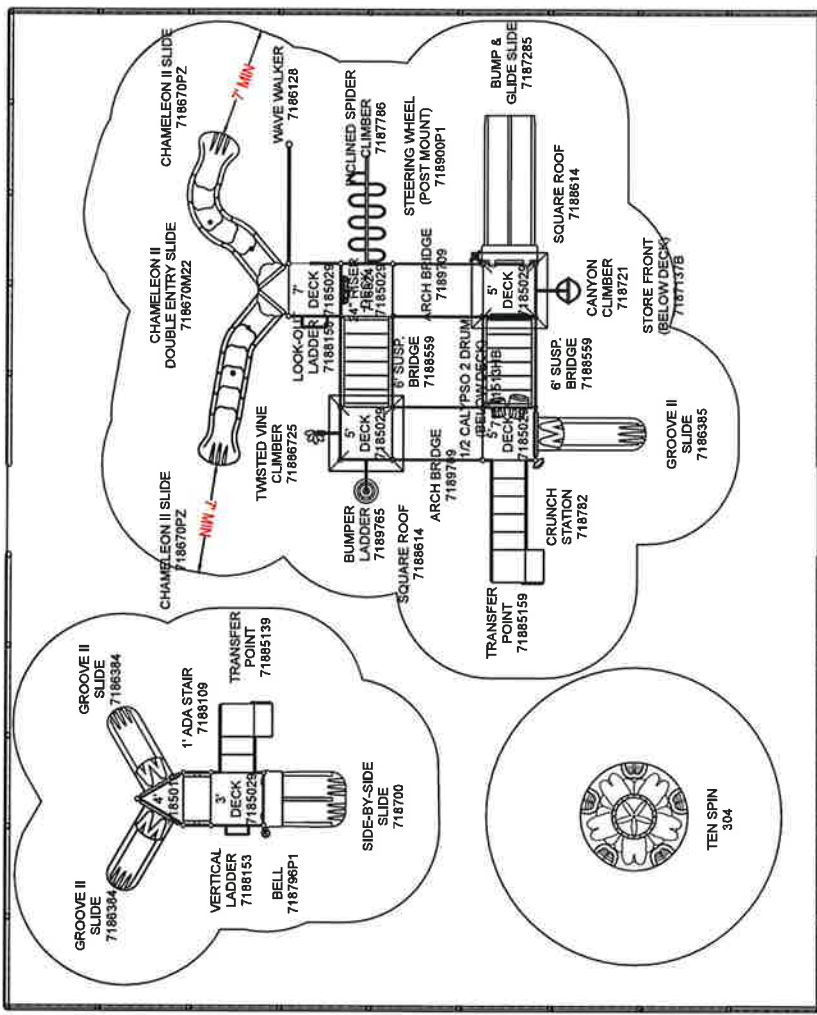
AGE GROUP: 5-12
 ELEVATED PLAY ACTIVITIES - TOTAL: 12
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0
 GROUND LEVEL ACTIVITY TYPE: 2
 GROUND LEVEL QUANTITY: 2

AGE GROUP: 2-5
 ELEVATED PLAY ACTIVITIES - TOTAL: 4
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 2
 GROUND LEVEL ACTIVITY TYPE: 2
 GROUND LEVEL QUANTITY: 1

Dupo Park - Opt BR2 Dupo, IL

AGE GROUP: 5-12
 ELEVATED PLAY ACTIVITIES - TOTAL: 12
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0
 GROUND LEVEL ACTIVITY TYPE: 2
 GROUND LEVEL QUANTITY: 2

AGE GROUP: 2-5
 ELEVATED PLAY ACTIVITIES - TOTAL: 4
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 2
 GROUND LEVEL ACTIVITY TYPE: 2
 GROUND LEVEL QUANTITY: 1



HUTCHINSON RECREATION & DESIGN 1000 EDGEWATER PT. STE 101 LAKE SAINT LOUIS, MO		R0043_44648441827	
PHONE NO: (314) 496-5000 FAX NO: (314) 332-2877		To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.	
GROUND SPACE: 52'-6" x 39'-6"		COMPLIES TO ASTM/CPSC	
PROTECTIVE AREA: 64'-0" x 51'-6"		COMPLIES TO ADA	
DRAWN BY: Brad Hutchinson		DATE: 4/7/20	
<p>THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.</p> <p>AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS</p>			

Hutchinson Recreation & Design - Terms and Conditions

Page 1 of 4 (Terms and Conditions & Proposal Facts)

The quotation, terms and conditions, and proposal facts must be attached and included as an exhibit to any contract, which is entered into as a result of this quotation. Failure to do so will result in such contract being returned unsigned until these items have been included, thus delaying the processing of your order.

Equipment orders with Installation service: Continuous access will be provided to the installation crew for heavy equipment traffic without obstruction for delivery and installation of equipment, safety surfacing, and any other materials or furnishing provided on this quotation throughout the installation. The site is free of any private utilities or underground items unless marked by owner. Any local labor requirements are by other. All items below are not included unless specifically stated on the quotation. Excessive rock excavation is not included in standard pricing. Proper site grade has been completed prior to the arrival of the installation crew. Additional mobilization costs will be charged for each trip if site is not ready for the installation of the equipment. Core drilling or saw cutting of existing or new concrete or asphalt is not included. The installation of all furnishings and equipment not indicated as surface mount or portable should be scheduled for installation prior to concrete or asphalt construction or blocked out for in concrete forms. Installation prices assume normal soil conditions, easy access to site with trucks. If it becomes necessary to cross landscaping, sidewalks, or grass areas to reach playground area, re-seeding or sodding may be necessary - the customer will be responsible unless otherwise noted. Installation does not include any allowance for moving or repairing any underground utility lines such as electrical, telephone, gas, water or sprinkler lines that may be encountered during installation operations. Any additional costs incurred as a result of hard rock conditions requiring extra equipment, or for utility removal or repair resulting in delay is for customer's account, unless they are detailed on as built site drawings or marked on the ground prior to quotation, fabrication and installation.

Owner/Contractor site preparation and installation notes and instructions:

- DO NOT SPREAD SAFETY SURFACE OR GRAVEL DRAINAGE PRIOR TO INSTALLATION OF PLAYGROUND EQUIPMENT.
- If site conditions become too wet to install equipment, drying agents such as lime can be applied at additional costs to be borne by Owner. The application of drying agents must be pre-approved via written instrument, signed by both Owner and Hutchinson Recreation & Design, before application begins.
- Any on-site installation, site work, or surfacing change orders must be pre-approved via written instrument, signed by Owner & Hutchinson Recreation & Design, Inc. before change orders are executed. Hutchinson Recreation & Design, Inc. is not responsible or liable for any verbal or other negotiations with installers made without approval and a signed change order from our office.
- Removal and replacement of existing surfacing materials is not included unless specifically indicated on the quotation.
- Owner is responsible for locating and marking all private utility locations and notification of any other underground items prior to quotation, fabrication, and installation. Hutchinson Recreation & Design will not be responsible for any underground items encountered or any damage to such items not marked or pointed out by the owner. Any delay or cost to repair as a result will be at an additional cost to the owner.
- Quotations for Engineered Wood Fiber do not include gravel drainage systems; gravel sumps or daylight drains unless specifically noted.
- Required installation grade includes: Site excavated to proper depth and grade should be no greater than 2% for drainage. Owner/Contractor will provide safety/storage of equipment/security fencing until equipment and surfacing is ready for installation and use – unless specifically noted on quote.

Additional information regarding Safety Surfacing:

- Prices quoted are for delivery of products only – installation services are available upon request.
- Purchaser shall be responsible for storage of all products and security, as needed, to prevent vandalism and/or damage of any type to the surface during installation process, curing time, and after the installation is completed. Surface quotes are based on thickness/critical fall heights performances as tested by an accredited laboratory, and are not subject to results generated by hand held, suspect field-testing equipment.
- Purchaser is responsible for storage of all resin, glue, and binder in a temperature controlled environment. Any materials left outside will be at the sole cost of the purchaser if replacement products are needed.
- If site is prepared by other and if the site is over the square foot agreed upon the customer will be charged for the additional square foot based on the critical fall height of equipment and price/square foot.
- Price excludes concrete, asphalt, site work, base aggregate, compaction or preparation etc.
- If customer or other is preparing the sub base for unitary surfacing, then customer or other is responsible to adhere to manufacturers sub base requirements/specifications and provide photo field verification to our office prior to scheduling of surfacing install crews. PLEASE NOTE: Lead times vary for the scheduling of the surfacing install crews at certain times of the year. Please check with our office for tentative scheduling dates at the time of order.
- If loose fill engineered wood fiber is being purchased customer is aware that: Due to the nature of wood fiber, wood fiber will vary in size and type of wood if purchased in differing time frames. Engineered Wood fiber surfacing is for safety purposes 1st and the aesthetic look and feel of the wood fiber is inconsistent. The variance will meet all required guidelines/specifications from the manufacturer.

Owner/Contractor delivery and receipt of shipment:

- The Owner/Contractor will be notified 24 hours prior to delivery whenever possible.
- It is assumed that all materials can be delivered to the jobsite, and the Owner/Contractor will provide a secure location to store the equipment prior to installation. Installation price does not include transportation of materials from a secondary secure delivery location to job site.
- Delivery does not include lift-gate service-unless specifically noted on quote/bid. Those services, depending on product, may be available by request for an extra cost to the owner.
- Lead-times vary by manufacture and are subject to change without notice. Please ask our office at the time of order for approximate shipping lead times. Please provide firm shipment schedules at time of order, delivery dates requested outside of normal manufacturing days may be subject price increases from suppliers for materials and freight.

Insurance: This proposal contains standard General Liability and Workers Compensation coverage – when applicable. Any waivers of subrogation and primary non-contributory endorsement requirements require additional premium to the provider. Any additional such charges to our policies as a result of the awarding of a contract based upon this proposal will be passed through to you at your additional expense.

Quotation does NOT include the following: taxes, prevailing wages, permits, local business license, state or local approvals, performance/payment bond, engineering seals, testing, site preparation, or storage of equipment, installation, supervision, removal of excess dirt from footings or any site excavation, borders, safety surfacing, unloading of equipment, security, fencing, custom colors on equipment or materials, or landscaping! **Unless specifically stated on the quotation.**

Order and Payment Terms: Checks and purchase orders are to be made out to: **Manufacturing Company** of the equipment, C/O Hutchinson Recreation & Design – unless otherwise noted on quote or at the time or order by Hutchinson Recreation & Design. Any orders that are tax-exempt will require a copy of the tax-exempt certificate at the time of order. All applicable tax will be added to final invoice. Payment, unless otherwise noted, will be Net 30 days with approved credit. If applying for credit, unless credit is approved by Manufacturing Company, a 50% or 100% prepayment may be required. Cash in advance discounts available on certain equipment, NO retainage/retentions allowed. Quotation is valid for 21 days. Past due accounts will be assessed interest at the rate of 1.5% per month. Hutchinson Recreation & Design shall be entitled to recover its reasonable attorneys' fees and costs if legal action is brought to collect amounts due.

Failure to comply with these terms and conditions will result in additional charges or contract change orders. Please contact our office with any questions concerning the attached quotation or terms and conditions, or if any additional services are required for your Project. Thank you for the opportunity to provide this quotation.

Acceptance of Quotation:

The undersigned, by its duly authorized representative hereby authorizes Hutchinson Recreation to have the manufacturer ship the equipment listed on the accompanying quote, and complete the specified tasks, for which the undersigned agrees to pay the total amount specified. The undersigned acknowledges that it has read and agreed to the Terms and Conditions. Payment terms are Net-30 days from invoice date with approved credit. Non-taxable customers must provide proper tax exemption certificate to manufacturer at time of order or tax will be added to final invoice.

Customer Acceptance Signature Date

Hutchinson Recreation & Design – PROPOSAL FACTS

PROPOSAL/QUOTE (Items listed below are additional items available on certain products/services quoted. If these items are not listed as included or line itemed out on your quote then they are not included in your price of items quoted. If you would like pricing on any of these items added to your quote, please call our main office to inquire about availability.)

Unloading the truck	Lift gate services	Removal of excess material, dirt or old equipment from site.	Concrete pad prices are (plus/minus) one-degree grade.
Extensive site preparation (EARTH BURME) (plus/minus) one-degree grade.	Site drainage (Geotextile fabric, drain rock or drain pipe).	Safety surface retention wall or barrier.	Installation of equipment.
Safety Surfacing (Wood Fiber, Poured in Place, Tile etc) (plus/minus) one-degree grade.	Installation of safety surface.	Any extra material/labor necessary to get grade is additional costs.	Commemorative signs
Taxes	Supervision	Prevailing wages	Performance and Payment Bonds
Storage	Security	Fencing or Landscaping	Testing/Permits/State or Local Approvals/Engineering Seals
Location of all utilities (Public or Private) must be located by owner - unless noted otherwise on quote.	Trash Dumpster		

NOTE: INSTALLATION WILL BE UNDER A SEPARATE CONTRACT BILLED BY AN INDEPENDENT INSTALLER, UNLESS PRIOR ARRANGEMENT IS MADE TO BILL THROUGH MANUFACTURER. INSTALLATION QUOTE IS BASED ON "NORMAL" MISSOURI/ILLINOIS SOIL AND OR WATER TABLE CONDITIONS AND LEVELS. SEE TERMS SHEET FOR MORE INFORMATION ON INSTALLATION LIMITATIONS AND CUSTOMER RESPONSIBILITIES. ALL SUPERVISIONS WILL BE BILLED DIRECT BY AN INDEPENDENT SUPERVISOR.

OWNER SITE PREPARATION AND INSTALLATION NOTES:

Owner **MUST** provide safety fencing to be used around the site by the installer – unless specifically noted on our proposal.

Desired install grade includes: sod removal flat/level surface w/drainage.

DO NOT SPREAD SAFETY SURFACE PRIOR TO INSTALLATION.

READ installation specifications brochures prior to installation.

Install equipment according to manufacturer's specifications.

You **MUST** call underground utilities prior to excavation – public and private lines.

DELIVERY INFORMATION:

Delivery day assistance needed to unload - the driver will be either a factory representative who may assist you or commercial carrier depending on manufacture. Depending on manufacture and equipment it will take anywhere between **2-5 sturdy people to unload equipment**. Shelters, and some bigger equipment may require use of machinery to assist in the unloading of equipment. The cost of that machinery is not included in our pricing unless specifically noted on the quotation or bid. Lift gate services may be available upon request, this would be at an additional cost to the owner. Delivery point should be close to construction site - in secured area. Equipment should be inventoried carefully after unloading, along with notations of any discrepancies. **NOTE: MISSING PARTS CLAIMED AFTER 48 HOURS FROM THE DATE OF DELIVERY WILL NOT BE HONORED. MISSING PARTS NOTIFIED TO US AFTER 48 HOURS WILL REQUIRE RE-PURCHASE OF PARTS.**

CUSTOMER RESPONSIBILITY:

During installation and at the completed installation or installation sign-off, the owner becomes responsible for keeping children off of the playground for 72 hours to allow cement to set up. If poured-in-place surfacing is installed the owner is responsible to keep children off to allow for the surfacing to properly cure – which may be up to 72 hours. It is advised to have security throughout the poured-in-place surfacing installation and during this curing process to prevent damage to the surfacing. It is the owner's responsibility to maintain the safety surfacing and schedule regular safety and maintenance inspections of the equipment.

INDEMNIFICATION:

HUTCHINSON RECREATION & DESIGN MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT DIRECT FROM THE MANUFACTURER, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. HUTCHINSON RECREATION & DESIGN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE HUTCHINSON RECREATION & DESIGN AND IT'S PRODUCT MANUFACTURERS HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT (WITHOUT THE MANUFACTURERS' EXPRESS WRITTEN CONSENT), ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY FOLLOW THE RESPECTIVE MANUFACTURERS' INSTALLATION INSTRUCTIONS, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH THE RESPECTIVE MANUFACTURERS' INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

PLEASE NOTE:

To the best of our knowledge, the proposed components/parts bring your play structure into compliance with current guidelines and standards. If it is determined at a later date that additional components/parts are required there will be an additional cost for these components/parts. The proposed equipment from the manufacturer meets applicable federal guidelines and is not ensured to meet specific state and local codes. The customer is responsible, if applicable, to bring any concerns for state and local codes to the attention of Hutchinson Recreation & Design prior to quotation, ordering, and installation of equipment – otherwise any additional costs incurred will be the full responsibility of the owner.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Pandemic:

The current COVID-19 pandemic has created uncertainty on how business will be able to be conducted in the near future based on quarantines, closures, shortages & availability of resources such as materials & labor workforce. Customer & Contractor agree to work together with best efforts to complete the work covered in this agreement as best and fast as possible without being penalized as long as there's active disruptions & limitations caused from the current pandemic.

PRODUCT INFORMATION:

PLEASE VISIT OUR WEBSITE AT WWW.HUTCHINSON-RECREATION.COM AND CLICK ON THE MANUFACTURERS WEBSITE LINKS FOR UP TO DATE PRODUCT INFORMATION, PRODUCT WARRANTIES, INSTALLATION INFORMATION. IF YOU WOULD LIKE ANY COPIES SENT TO YOU VIA EMAIL OR MAIL PLEASE CONTACT OUR MAIN OFFICE.

Acceptance of Proposal Facts:

The undersigned acknowledges that it has read and agreed to the proposal facts.

Customer Acceptance Signature

Date