

Addendum #1

Date: October 22, 2026

Project Number: 2025-11825

Project Name: Demming Park Playground

This addendum is being issued prior to the date for receiving bids.

The modifications, additional data and specifications included herein shall be incorporated into the Project Manual for the above-mentioned project. All other provisions of the Drawings and Specifications shall remain unchanged.

This addendum is issued in accordance with the provisions of Information for Bidders section of the Project Manual. All bids shall be based upon work as modified by this Addendum or Prior Addenda.

Acknowledge receipt of this Addendum on the Bid Form. Failure to do so may subject the bidder to disqualification. This addendum forms a part of the Contract Documents.



GENERAL COMMENTS & CLARIFICATION

- Item #1:** At the Pre-Bid Meeting site walk, it was asked if the Oakley Playground Monument Sign adjacent the parking lot is part of the proposed Alternate. Response was provided that the sign was NOT part of the Alternate.
- Clarification: This monument, along with a second located near the Quabache Shelter IS included on Alternate #1 previously shown in plans on Sheet LA507. However, these differ from the arches/posts for painting as part of Alternate #3.
- Item #2:** Foundations for all new playground equipment will be provided by the equipment installer (either Mircale Playgrounds or Midstates Recreation). Excavation and site preparation for those foundations is the responsibility of the general contractor. Cut sheets for each piece of equipment has been provided in the Project Manual for contractor reference. If additional information is needed, please coordinate directly with the appropriate representative; contact information provided below.
- Item #3:** Contractor Coordination Contact Information:
- Demolition:** Terre Haute Wastewater Utility, Ed Stewart, 812-244-5500, Ed.Stewart@TerreHaute.IN.Gov
- Miracle Indiana:** Clay Miller 463-224-6690, Clay@miracleindiana.com
- Midstates Recreation:** Paul Palmer, 317-908-8960, paulp@midstatesrecreation.com
- Item #4:** OWNER (via Terre Haute Wastewater) will be conducting additional work around the site including, but not limited to: additional concrete work at entrance, removal of bike racks. Please coordinate as necessary.
- Item #5:** City has some items indicated on the Demolition Plan to complete prior to construction. This includes removal of concrete base on existing ramps, concrete curb adjacent salvaged pavers, and excavation of material to 10" below existing grade. All of these items will be completed prior to contractor NTP



Item #6: Additional construction parking is available in the fenced lot northwest of the project area. This area should not be used for laydown/storage and contractor should avoid transport of equipment and materials from this location to the project site. City will demarcate appropriate construction laydown area in the parking lot adjacent to the project site.

Item #7: Two additional Bid Alternates are included in this Addendum:

- **Alternate #2: Contractor Provided and Installed Artificial Turf.** Product to be SynLawn SynAugustine X47 Roofdeck Premium. Base stone and fall attenuation provided/installed by Midstates Recreation. SynLawn Contact: Everette Bryant, 317-402-7931, everette.bryant@synlawn.com
- **Alternate #3: Playground Arch Painting.** Contractor to install exterior wet paint on two playground arches to match posts to remain (beige).

See specifications and Sheet LA507 for additional detail.

Item #8: Construction activities shall be coordinated to maintain access to adjacent park facilities including pavilions, restrooms, pool, and community center.

PHONE, EMAIL, AND PRE-BID MEETING QUESTIONS & ANSWERS

Question #1: LA203 Play Equipment Plan (5-12) it appears there is Owner Furnished Contractor Installed (OFCI) items that are not marked on plans.

Answer #1: Labels have been added for Play Spheres (X1) & (X2) on Sheet LA203 - these are Owner Furnished Owner Installed (by Midstates Recreation). Labels have been added for Climbing Holds (X7) on Sheet LA 203 and (X8) on Sheet LA204 - these are Owner Furnished, Contractor Installed.

Question #2: Bid instruction calls for a 10% Bid Bond, but the AIA Instructions to bidders call for 5%

Answer #2: A 10% Bid Bond is required.

Question #3: Bid bond requested on an AIA form, our surety uses the same language, only difference is their logo on the form, will this be acceptable?

Answer #3: Yes, this is acceptable, pending City legal review.

Question #4: An earthwork/site contractor has requested CAD drawings.

Answer #4: Digital files, including CAD files, will be provided to the contractor upon award of project and completion of digital release forms.

Question #5: Is there a sign in sheet from the site walk held on 10/13 available?

Answer #5: Yes, the sign in sheet from the Pre-Bid Meeting s included as an attachment to this addendum.

Question #6: Is there an estimated cost or budget for this project?

Answer #6: Yes, an Opinion of Probable Cost has been developed which has established the City's project budget. Received bids will be compared to this Opinion of Probable Cost.

Question #7: Do you have an anticipated start date or completion date at this time?



Answer #7: The site has been prepared and is ready for the awarded contractor to take possession upon completion of contract and legal documents; NTP is anticipated to be issued November 19, 2026. The schedule anticipates a 9-month construction period and project completion by August 15, 2027.

Question #8: On the materials sheet for (P2) PIP Rubber Surfacing, the materials schedule references detail 9/LA501. However, that detail includes several different options, and the plan does not clearly indicate which option should be used. The Site Surfacing sheet does not appear to provide any additional clarification. Could you please clarify which detail or option should be used for the (P2) PIP Rubber Surfacing?

Answer #8: Detail 9/LA501 shows all conditions of PIP Rubber Surfacing, including over aggregate and over concrete, fall rated and non-fall rated. In general, PIP surfacing within the play area is on aggregate where slope is <2%. The exception to this is on the three (3) ramp locations where the slope is 2%-5% and concrete is to be placed as a base - see details 6/LA501, 13/LA501, 1/LA502, and Site Sections 1, 2, & 3 (8-10/LA504). PLEASE NOTE: Appropriate depth for Fall Attenuation MUST be accounted for and provided, regardless of base material (concrete or aggregate).

Question #9: When looking at the grading pages, finished grade points and existing grade contour lines are shown. Since the site has had demolition already done with changes to existing grade, are the existing contours assumed to be before demolition or after demolition? If before demolition, it would be good to have another 'Existing' survey taken and share with bidders.

Answer #9: Existing contours are pre-demolition, as shown on the site survey. The City has self-performed demolition on accordance with the Site Demolition Plan (C103). As such, it can be assumed that excavation has been taken to 10" below existing grade, per the Site Demo Plan.

Question #10: On drawing C103 there is a list of demolition by owner; there are some demo items not included in this list. Please confirm the demo items listed below are by contractor.

- 1) Remove all existing pipes and structures and backfill
- 2) Existing concrete wall (2 places) mention the contractor is to sawcut 6" below finish grade. Do we assume the finish grade is the top of existing wall or bottom of wall? Assume the wall is to be removed, but the note does not say that
- 3) Remove existing pipe segment (+/- 40lf) up to headwall and backfill
- 4) Remove existing headwall and backfill
- 5) Abandon existing pipe in place; plug abandoned pipe with concrete.

Answer #10:

- 1) This has been completed by the City
- 2) The contractor is to sawcut/remove the top of the wall down to 6" below finish (proposed) grade. The remainder of the wall is to remain below grade on top of which a new, flush curb will be poured. See Detail 6/LA501
- 3) This has been completed by the City
- 4) This has been completed by the City
- 5) This has been completed by the City

Question #11: Drawing C101 shows the silt fence and straw wattles will be furnished and installed by owner and maintenance by contractor. Who is responsible to remove silt fence and straw wattles at the end of the job?



Answer #11: The contractor is responsible for maintenance of all erosion control measures throughout construction and removal of those items upon project completion.

Question #12: Has existing underdrain been removed along with the existing storm system

Answer #12: City has indicated that the entire storm system has been removed.

Question #13: On the Play Equipment Plan there are items indicated with an X. Which of those items are Owner Furnished Owner Installed (OFOI), Owner Furnished Contractor Installed (OFCI), or Contractor Furnished Contractor Installed (CFCI)?

Answer #13:

- X1 - Play Spheres - OFOI (provided and installed by Midstates Recreation)
- X2 - Play Spheres - OFOI (provided and installed by Midstates Recreation)
- X3 - Play Spheres - OFOI (provided and installed by Midstates Recreation)
- X4 - 8.5' Embankment Slide - OFCI (provided by UPC Parks/Miracle Indiana)
- X5 - 5' Embankment Slide - OFCI (provided by UPC Parks/Miracle Indiana)
- X6 - 5' Embankment Slide - Divided - OFCI (provided by UPC Parks/Miracle Indiana)
- X7 - Climbing Holds (5-12) - OFCI (City will direct-purchase from Atomik)
- X8 - Climbing Holds (2-5) - OFCI (City will direct-purchase from Atomik)
- X9 - Climbing Wall - Wall is CIP by contractor, Climbing Holds are OFCI (City will direct-purchase from Atomik)
- X10 - Street Congas Trio - OFCI (provided by Miracle Indiana)
- X11 - Trio of Djembes - OFCI (provided by Miracle Indiana)
- X12 - Pair of Tambadores - OFCI (provided by Miracle Indiana)
- X13 - Street Congas Duo - OFCI (provided by Miracle Indiana)
- X14 - Grand Floor Piano - OFCI (provided by Miracle Indiana)

Question #14: A Cast Iron cover is indicated for the Clean Outs, but a model number not listed and no one found via Neenah. Please provide a model number or specification.

Answer #14: East Jordan Iron Works 3675, or approved equal

Question #15: Plans call for Compacted Aggregate #8 in stormwater detention - is washed stone an acceptable substitute?

Answer #15: Washed stone is NOT acceptable; project must use Compacted Aggregate #8 as indicated.

Question #16: Please provide clarification regarding the finish grades and elevations for playground surfacing.

Answer #16: A Fall Attenuation Plan has been provided; please coordinate with Midstates Recreation and their surfacing installer to verify minimum depths of Fall Attenuation necessary to meet Critical Fall Heights. PLEASE NOTE: this may vary between PIP Rubber Surfacing and Artificial Turf.

Question #17: Will the salvaged pavers be returned to the project site?

Answer #17: Yes, the City is currently storing and can return the salvaged pavers upon the contractor's request.

Question #18: Will the existing construction fence be removed prior to construction or will it remain?

Answer #18: The existing construction fence is being leased by the City through B&B Fence. Should the Contractor continue lease through the same vendor, it can remain in-place and the contractor take responsibility at the start of construction. If contractor elects to use a different vendor, the City will complete their lease with B&B, the existing fence will be

removed, and Contractor's vendor can install new construction fence. PLEASE NOTE: Project site to remain secured – should the contractor use a different vendor, please coordinate fence removal/install schedule with the City to ensure it is secured.

Question #19: To what depth should the existing ramp wall be cut?

Answer #19: The inside ramp walls remain at their existing heights. The outside ramp walls should be cut to 6" below proposed finish grade to accommodate a topping/flush curb. See Detail 6/LA501

Question #20: Is a water source available near the playground for irrigation of plantings?

Answer #20: Yes, a water source is available nearby. Please coordinate planting schedule and need for irrigation with City.

Question #21: What is the anticipated time frame following receipt of bids for Notice to Proceed to be issued??

Answer #21: Anticipated NTP is November 19, 2026

Question #22: What are the Insurance Requirements – A101-2017 Exhibit A has not been completed?

Answer #22: .A101-2017 Exhibit A has been updated and is included in this Addendum

Question #23: The following sections/items listed in the Specifications Table of Contents are not provided in the Specifications:

- Supplement to A201
- A310 Bid Bond
- A312 Payment Bond
- A312 Performance Bond
- Section 00 6000 Project Forms

Answer #23:

- Supplement to A201 is not included and has been removed from the Table of Contents
- A310 Bid Bond has been added
- A312 Payment Bond has been added
- A312 Performance Bond has been added
- Section 00 6000 Project Forms is not included and has been removed from the Table of Contents

REVISIONS TO THE SPECIFICATIONS

Item #1: 00 0020 – Table of Contents
Added 32 1813 Synthetic Grass Surfacing to list

Item #2: 00 0020 – Table of Contents
Removed Supplement to A201

Item #3: 00 0020 – Table of Contents
Removed Section 00 0600 Project Forms

Item #4: 00 4150 – Bid Form Supplements
Inclusion of Alternate #2 and Alternate #3 to "Appendix B-Alternates"





Item #5:	A101 Standard Form of Agreement Between Owner and Contractor Added Alternates #2 and #3
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Item #6:	A101 Standard Form of Agreement Between Owner and Contractor Added anticipated NTP date
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Item #7:	A101-2017 Exhibit A - Insurance and Bonds Updated Article A.3 Contractor's Insurance and Bonds
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Item #8:	A310 Bid Bond Section added
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Item #9:	A312 Payment Bond Section added
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Item #10:	A312 Performance Bond Section added
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Item #11:	01 1000 Summary Added note 1.7.B.4.a for reference to Alternate 2 addition
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Item #12:	32 1813 - Synthetic Grass Surfacing Section added
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REVISIONS TO THE DRAWINGS

Item #1:	Cover Update Sheet Index to reflect revised sheet name: LA507 - Bid Alternates
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Item #2:	LA203 - Play Equipment Plan (5-12) Add labels denoting Play Spheres (X1) & (X2) & Climbing Holds (X7)
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Item #3:	LA204 - Play Equipment Plan (2-5) Add label denoting Climbing Holds (X8)
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Item #4:	LA507 - Bid Alternates Revise sheet name to Bid Alternates
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Item #5:	LA507 - Bid Alternates Add callouts for Bid Alternates #2 & #3
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ATTACHMENTS

Item #1:	Pre-Bid Meeting Sign-In Sheet
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Item #2:	00 020 - Table of Contents
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Item #3:	00 4150 - Bid Form Supplements
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Item #4:	A101 - Standard Form of Agreement Between Owner and Contractor
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Item #5:	A101-2017 - Exhibit A - Insurance and Bonds
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Item #6:	A310 - Bid Bond
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Item #7:	A312 - Payment Bond
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Item #8:	A312 - Performance Bond
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Item #9:	01 1000 - Summary
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Item #10:	32 1813 - Synthetic Grass Surfacing
Item #11:	Cover
Item #12:	LA203 - Play Equipment Plan (5-12)
Item #13:	LA204 - Play Equipment Plan (2-5)
Item #14:	LA507 - Bid Alternates

END OF ADDENDUM #1



RUNDELL ERNSTBERGER ASSOCIATES

Meeting Sign-in

Meeting Date: October 13, 2026
 Meeting Time: 2:00 PM
 Meeting Location: Torner Community Center

Project Number: 2025-1825
 Project Name: Demming Park Playground

Subject: Pre-Bid Meeting



Name	Organization	Email Address
Kilie Smith	Terre Haute Parks & Recreation Department	Kilie.Smith@terrehaute.in.gov
Bradley Utz	Terre Haute Department of Engineering	Bradley.Utz@terrehaute.in.gov
Alan Rosenwinkel	REA	arosenwinkel@reaseite.com
Kyle Mann	Taber Owens Const.	kyle.mann@taberowens.com
Taylor Draxler	Strode Construction	taylor@strode-construction.com
CHRIS LATOS	RAIN FOR RENT	CLATOS@RAINFORRENT.COM
Trace Harnett	CDI, Inc.	estimating@cdiinc.net
Glen Bussa	JTG Excavating	glen.bussa@jtgexcavating.com
JARED KASTIGAR	Hannig	Jared.Kastigar@hannigconstruction.com
BRYAN SWAN	GARMONG	BSWAN@GARMONG.NET
ALY AUBIN	ROSEHILL LANDSCAPE	roschillkennard@gmail.com

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	Bid Form Supplements
	Legal Employment Declaration
	Affidavit Regarding Non-Responsibility
A101	Agreement Between Owner and Contractor
A201	General Conditions of the Contract
A310	Bid Bond
A312	Payment Bond
A312	Performance Bond
DIVISION 01	
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Section 01 3233	Photographic Documentation
Section 01 3300	Submittal Procedures
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Section 32 1400	Unit Paving
Section 32 1813	Synthetic Grass Surfacing
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<u>SECTION NO.</u>	<u>SECTION TITLE</u>
Section 32 9300	Plants
APPENDICES	
Appendix A	Play Equipment Cut Sheets (For Reference Only)

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BID FORM SUPPLEMENTS

This form must be submitted with the Bid along with a duplicate copy as required in the Project Manual.

To: Kilie Smith
City of Terre Haute Parks and Recreation Department
1110 Girl Scout Lane
Terre Haute, Indiana 47807

Project: Deming Park Playground
Project No. 2022-1825

Date: _____

Submitted by: _____
(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

(full address)

In accordance with Specifications - Instructions to Bidders we include the Bid Form Supplements Appendices listed below. The information provided shall be considered an integral part of the Bid Form.

These Appendices are as follows:

- Appendix A **Receipt of Addenda/Project Completion:** If applicable, acknowledge receipt of all Addenda and fill in or acknowledge Completion Time/Project Schedule.
- Appendix B **Alternatives:** When used, include the Cost variation to the Bid Price applicable to the Work described in the Contract Documents.
- Appendix C **Principal Subcontractors:** When used, include the names of all Primary Subcontractors and the portions of the Work they will perform.
- Appendix D **Supplementary General Construction Information:** When used, include the names of all manufactures (or fabricators) of materials, applications, and specialties and the portions of the Work they will perform.
- Appendix E **Unit Prices:** When used, include a listing of unit prices specifically requested by the Contract Documents to add or remove scope to the Work.

SUBMITTAL SCHEDULE OF APPENDICES

All bidders shall submit with their Bid the following Appendices:

APPENDIX A – Receipt of Addenda/Project Completion

APPENDIX B – Alternatives

APPENDIX C – Principal Subcontractors

APPENDIX D – Supplementary General Construction Information

APPENDIX E – Unit Prices

BID FORM SUPPLEMENTS SIGNATURE(S)

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

(Authorized signing officer)

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____ ss: _____ (seal)
COUNTY OF _____

_____ being duly sworn, deposes and says
that he/she is

_____ of the above _____ and that the
(Title) (Name of Organization)

statements contained in the foregoing Bid Form Supplements are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

APPENDIX A - RECEIPT OF ADDENDA/PROJECT COMPLETION

1. ADDENDA

The Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

2. PROJECT COMPLETION

If this Bid is accepted, we will:

Commence on-site work upon receipt of the Notice to Proceed from the Owner, and

Substantially Complete the Work by August 15, 2027.

APPENDIX B - ALTERNATIVES

The following amounts shall be added to or deducted from the Base Bid Sum. Refer to Section 01 29 00 - Payment Procedures and 01 23 00 - Alternates. Circle either Add or Deduct for each Alternate item.

Alternate No. 1 Monument Renovation

Alternate: Disassemble, re-finish, and reassemble existing playground entry monuments.

Base Bid: Leave in place and do not disturb

(Add) (Deduct) _____ Dollars (\$ _____)

Alternate No. 2 Contractor Provided, Installed Artificial Turf

Alternate: Contractor to provide and install 4" compaction stone, impact layer/safety pad and, artificial turf as noted in detail and specification.

Base Bid: Compaction stone, impact layer/safety pad, and artificial turf is OFOI

(Add) (Deduct) _____ Dollars (\$ _____)

Alternate No. 3 Playground Arch Painting

Alternate: Contractor to install exterior wet paint on two playground arches to match post colors. See drawings for location and additional information.

Base Bid: Leave in place and do not disturb

(Add) (Deduct) _____ Dollars (\$ _____)

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 Twenty-eighth day of August in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Kilie Smith
1110 Girl Scout Lane
Terre Haute, IN 47807
812-244-5708

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Deming Park Playground
500 S. Fruitridge Ave
Terre Haute, Indiana 47803

The Architect:
(Name, legal status, address and other information)

Alan Rosenwinkel
618 E Market Street
Indianapolis, IN 46202
317-263-0127

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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
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- 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:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Anticipated Notice to Proceed on 11/19/2026, however Owner reserves the right to review bids within timeline allowed by state law from bid opening.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 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:

(Check one of the following boxes and complete the necessary information.)

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

[X] By the following date: 08-15-2027

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ 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 Zero Dollars and Zero Cents (\$ 0.00), 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
#1: Monument Renovation	
#2: Contractor Provided, Installed Artificial Turf	
#3: Playground Arch Painting	

§ 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.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
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§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Concrete Pavement, 4"	SQ FT.	
Flush Curb	Linear FT.	
Planting Soil (Imported)	CU YD	
Common Excavation	CU YD	
Sod	SQ YD	

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.3.1 above for Substantial Completion until the Work is substantially complete as agreed upon by the Architect and Owner.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, 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, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Seventh day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth day of the following month. If an Application for Payment is received by the Architect 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 Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 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 Architect 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 Architect determines, in the Architect's professional 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 Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .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 Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; 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:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 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:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 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 Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 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.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 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:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

[] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 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:
(Name, address, email address, and other information)

Kilie Smith
1110 Girl Scout Lane
Terre Haute, IN 47807
8122445708
Kilie.Smith@TerreHaute.IN.Gov

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall 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 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

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 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Drawings

Number	Title	Date
All sheets as identified in the sheet index and included in the drawing set	Cover - Sheet Index	09/30/

.6 Specifications

Section	Title	Date	Pages
All specifications as noted on 00 0002 and included in the project manual	Table of Contents	08/29/2026	2

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

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OWNER *(Signature)*

BY: Kilie Smith, Park and Recreation Superintendent
(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)



APPENDIX C - PRINCIPAL SUBCONTRACTORS

- A. The Bidder will make no changes to this list after submission, without a written request by the bidder and approval by the Owner.
- B. The following Work will be performed (or provided) by subcontractors and their performance of the Work will be coordinated by General Contractor:

WORK SUBJECT	SUBCONTRACTOR
Earth Moving	
C.I.P. Concrete	
Unit Paving	
Landscaping	
Concrete Paving	

APPENDIX D – SUPPLEMENTARY GENERAL CONSTRUCTION INFORMATION

- A. We submit the following list of manufactures (or fabricators) of materials, applications, and specialties. All such materials, appliances, and specialties to be of such characteristics, design and construction will meet the requirements of the Construction Documents. The Bidder will make no changes to this list after submission, without a written request by the bidder and approval by the Owner.
- B. The following Work will be performed (or provided) by subcontractors and their performance of the Work will be coordinated by us:

ITEM	SUBCONTRACTOR	MANUFACTURER/ SUPPLIER
Site Furnishings		

APPENDIX E - UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed, and are applicable to authorized variations from the Contract Documents. Refer to Section 01 2900 - Payment Procedures. Submit only one unit price which shall be used for both additions to and deletions from the Work.

Unit Price No. 1 : Concrete Pavement, 4"

Install concrete pavement, aggregate base and compacted subgrade according to plans and Section 32 1313. Measured per SQ FT.

_____ Dollars (\$ _____)

Unit Price No. 2 : Flush Curb

Install concrete curb, reinforcing, base, and subgrade treatments according to plans and Section 03 3000. Measured per Linear FT.

_____ Dollars (\$ _____)

Unit Price No. 3 : Planting Soil (Imported)

Provide and install imported planting soil according to plans and Section 32 9115 . Measured per CU YD.

_____ Dollars (\$ _____)

Unit Price No. 4 : Common Excavation

Remove existing soil/fill material and dispose of material off site. Refer to Section Prepare grade and concrete pavement according to plans and Section 31 2000. Measured per CU YD.

_____ Dollars (\$ _____)

Unit Price No. 5 : Sod

Prepare grade and install material according to plan and Section 32 9200. Measured per SQ YD.

_____ Dollars (\$ _____)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Thirtieth day of October in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Deming Park Playground
500 S. Fruitridge Ave
Terre Haute, IN 47803

THE OWNER:
(Name, legal status and address)

Kilie Smith
1110 Girl Scout Lane
Terre Haute, IN 47807

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
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§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of

loss.

- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)
- ☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show

the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy

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limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner

shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

For structure/building construction projects, coverage equal to 100% of the total completed value of the contract.

- ☐ **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ **§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- ☒ **§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- ☐ **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Terre Haute Park and Recreation Board
1110 Girl Scout Lane
Terre Haute, Indiana 47807

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

Deming Park Playground
500 S. Fruitridge Ave
Terre Haute, Indiana 47803

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

ADDITIONS AND DELETIONS:

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

Signature	Signature
CONTRACTOR AS PRINCIPAL <i>(Signature)</i>	SURETY <i>(Signature)</i>
BY:	BY:
<i>(Printed name and title)</i>	<i>(Printed name and title)</i>
Witness Signature	Witness Signature
<i>(Witness)</i>	<i>(Witness)</i>

AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Terre Haute Park and Recreation Board
1110 Girl Scout Lane
Terre Haute, Indiana 47807

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CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

Deming Park Playground

500 S. Fruitridge Ave

Terre Haute, Indiana 47803

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

None

See Section 18

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature

CONTRACTOR AS PRINCIPAL *(Signature)*

Signature

SURETY *(Signature)*

BY:

(Printed name and title)

BY:

*(Printed name and title)**(Any additional signatures appear on the last page of this Payment Bond.)**(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)*

Kilie Smith

1110 Girl Scout Lane

Terre Haute, Indiana 47807

8122445708

Kilie.Smith@TerreHaute.IN.Gov

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any,

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under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors,

and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature

CONTRACTOR AS PRINCIPAL *(Signature)*

Signature

SURETY *(Signature)*

BY:

(Printed name and title)

BY:

(Printed name and title)

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Terre Haute Park and Recreation Board
1110 Girl Scout Lane
Terre Haute, Indiana 47807

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CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

Deming Park Playground

500 S. Fruitridge Ave

Terre Haute, Indiana 47803

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

None

See
Section
16

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature

CONTRACTOR AS PRINCIPAL *(Signature)*

Signature

SURETY *(Signature)*

BY:

(Printed name and title)

BY:

*(Printed name and title)**(Any additional signatures appear on the last page of this Performance Bond.)**(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)*

Kilie Smith

1110 Girl Scout Lane

Terre Haute, Indiana 47807

8122445708

Kilie.Smith@TerreHaute.IN.Gov

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform

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its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

Company: (Corporate Seal) Company: (Corporate Seal)

Signature

CONTRACTOR AS PRINCIPAL *(Signature)*

BY:

(Printed name and title)

Signature

SURETY *(Signature)*

BY:

(Printed name and title)

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Work performed by Owner.
 - 4. Work under Owner's separate contracts.
 - 5. Owner's product purchase contracts.
 - 6. Owner-furnished/Contractor-installed (OFICI) products.
 - 7. Owner-furnished/Owner-installed (OFOI) products.
 - 8. Contractor's use of site and premises.
 - 9. Coordination with occupants.
 - 10. Work restrictions.
 - 11. Specification and Drawing conventions.
 - 12. Miscellaneous provisions.
- B. Related Requirements:
 - 1. Section 01 5000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

- A. Project Identification: Deming Park Playground
 - 1. Project Location: 500 S. Fruitridge Ave, Terre Haute, IN 47803
- B. Owner: Terre Haute Park and Recreation Board, 1110 Girl Scout Lane, Terre Haute, IN 47807
 - 1. Owner's Representative: Kilie Smith, Superintendent
- C. Architect: Rundell Ernstberger Associates, 618 East Market St., Indianapolis, IN 46202
 - 1. Architect's Representative: Alan Rosenwinkel, arosenwinkel@reasite.com
- D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

- a. Civil: REA, 618 East Market St, Indianapolis, IN 46202
- b. Survey: Clark Dietz, Inc., 8900 Keystone Crossing #475, Indianapolis, IN 46240

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
 - 1. Playground improvements including select demolition, earthwork, drainage, owner-installed playground equipment, select contractor-installed playground equipment, owner-installed surfacing, concrete flatwork, cast-in-place concrete work, site furnishings, unit pavers, and landscaping.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.6 WORK PERFORMED BY OWNER

- A. Cooperate fully with Owner, so work may be carried out smoothly, without interfering with or delaying Work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before Work under this Contract begins.
 - 1. City will install construction fence and silt fence during demo, prior to construction – **Contractor to assume responsibility and maintenance of construction fence and erosion control measures during remainder of construction period.**
 - 2. Pavers will be salvaged for reuse. Refer to selective demolition specification.

1.7 WORK UNDER OWNER'S SEPARATE CONTRACTS

- A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.
- B. Concurrent Work: Owner has awarded separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.
 - 1. City of Terre Haute Wastewater Utility to perform site demolition.
 - 2. Play Equipment: Miracle Indiana to install footings and assemble equipment.
 - 3. Play Equipment: Midstates Recreation to install footings and assemble equipment.
 - 4. Artificial Turf Surfacing: Midstates Recreation/ Foreverlawn to install 4" aggregate leveling base and artificial turf surfacing.
 - a. See alternate #2 for alternative artificial turf requirements.
 - 5. Poured-In-Place Rubber Surfacing: Midstates Recreation/ Protech to install 4" aggregate base and PIP surfacing material.

1.8 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
 - 1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
 - 2. Provide for delivery of Owner-furnished products to Project site.
 - 3. Upon delivery, inspect, with Contractor present, delivered items.
 - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
 - 4. Obtain manufacturer's inspections, service, and warranties.
 - 5. Inform Contractor of earliest available delivery date for Owner-furnished products.
- B. Contractor's Responsibilities: The Work includes the following, as applicable:
 - 1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
 - 2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
 - 3. Receive, unload, handle, store, protect, and install Owner-furnished products.
 - 4. Make building services connections for Owner-furnished products.
 - 5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
 - 6. Repair or replace Owner-furnished products damaged following receipt.
- C. Owner-Furnished/Contractor-Installed (OFCI) Products:
 - 1. Salvaged pavers to be reset as noted in project documents.

1.9 OWNER-FURNISHED/OWNER-INSTALLED (OFOI) PRODUCTS

- A. The Owner will furnish and install products indicated.
- B. Owner-Furnished/Owner-Installed (OFOI) Products:
 - 1. Play equipment and play surfacing as noted in this specification.

1.10 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits on Use of Site: Confine construction operations to areas approved by the Owner.
 - 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.11 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.12 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: There are no hourly restrictions. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
 - 1. Weekend Hours: Coordinate with Owner minimum 72 hours in advance if Contractor requests to work on the weekend.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Architect's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Architect not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Architect's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.
- F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.13 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
 - 5. "Architect" and "Landscape Architect" are interchangeable in these construction documents.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.14 MISCELLANEOUS PROVISIONS

- A. <Insert miscellaneous provisions>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

SECTION 32 1813 - SYNTHETIC GRASS SURFACING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Synthetic grass surfacing.
- B. Related Requirements:
 - 1. Section 31 2000 "Earth Moving" for preparation, compaction, and grading of granular base.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data:
 - 1. Synthetic grass surfacing.
- B. Shop Drawings: For synthetic grass surfacing.
 - 1. Include sections and details.
 - 2. Show locations of seams and method of seaming.
 - 3. Show layout of game lines, numbers, and letters. Indicate application method of each line and marking.
 - 4. Show location and layout of team logo/graphics.
- C. Samples: For each type of synthetic grass surfacing indicated.
 - 1. Turf Fabric: 12 inches square.
 - 2. Infill Material: 4 oz. of each type.
 - 3. Shock-Attenuation Pad: 12 inches square.
 - 4. Seam Sample: 12 inches square with seam centered in sample.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each synthetic grass surfacing assembly.
- C. Field quality-control reports.
- D. Sample Warranties: For special warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For synthetic grass surfacing, including maintenance cleaning instructions, to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer and who has successfully installed work similar in design and extent to that required for this Project, in not less than ten (10) projects of similar scope, to the satisfaction of the Architect; and whose work has resulted in construction with a record of successful in-service performance for a period of five (5) years.
 - 1. Installer must be an authorized installer, certified by the manufacturer, to install the synthetic grass surfacing.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in location and manner to allow installation of synthetic grass surfacing without excess disturbance of granular base.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace synthetic grass surfacing that fails in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration and excessive wear.
 - b. Deterioration from UV light.
 - c. Excessive loss of shock attenuation.
 - d. Seam separation, including game lines and markings.
 - 2. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Turf Fabric: Turf fabric tested in accordance with the following methods, with additional test method conditions for each method in accordance with ASTM F1551.
 - 1. Tuft Bind: Not less than 8 lbf in accordance with ASTM D1335.
 - 2. Breaking Strength: Minimum 200 lbf in warp direction and minimum 200 lbf perpendicular to warp direction, in accordance with ASTM D5034.
- B. Permeability: 30 inches/hour of rainfall capacity in accordance with ASTM F2898 or EN 15330-1.

2.2 SYNTHETIC GRASS SURFACING

- A. Synthetic Grass Surfacing for Field Sports: Complete surfacing system, consisting of synthetic yarns bound to water-permeable backing and infill indicated, suitable for **[football] [soccer] [multipurpose sport] [field hockey] [baseball] <Insert sport>** playing fields.
 - 1. [<Double click here to find, evaluate, and insert list of manufacturers and products.>](#)
- B. Synthetic Grass Surfacing for Landscaping: Complete surfacing system, consisting of synthetic yarns bound to water-permeable backing and infill indicated, suitable for playing fields.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

- a. Synlawn

- 1) Model: Synaugustine X47
 - 2) Contact: Synlawn of Indiana
 - a) Everette Bryant, 317-402-7931, everette.bryant@synlawn.com
 - 3) Refer to plans for location

- C. Turf Fabric: Woven turf fabric with multicolored fiber and UV resistance, complying with the following:

1. Yarn Fiber: Slit-film polyethylene.
 2. Pile Height: 1-5/8 inches in accordance with ASTM D5823.

- D. Backing: Manufacturer's standard woven or nonwoven polypropylene primary backing with urethane-coated secondary backing; provide perforations or drainage channels sufficient to meet permeability indicated.

- E. Infill: Manufacturer's standard sand and rubber infill.

1. Infill Proportions: Manufacturer's standard proportions.

- F. Seaming Method: Adhesive.

- G. Safety foam pad: Owner Furnished, Owner Installed

2.3 MATERIALS

- A. Rubber Infill: GroundSBR crumb rubber mesh free of metal, nonmetal fibers, and contaminants; mesh size as recommended by synthetic grass surfacing manufacturer.

- B. Sand Infill: Uniformly sized silica sand free of silts, clays, and contaminants, and of subangular or rounder shape in accordance with ASTM F1632; mesh size as recommended by synthetic grass surfacing manufacturer.

- C. TPO Infill: Uniformly sized TPO granules free of contaminants; particle size as recommended by synthetic grass surfacing manufacturer.

- D. Organic Fiber Infill: Coconut or cork fiber granules free of contaminants, and as recommended by synthetic grass surfacing manufacturer.

- E. Seam Adhesive: One- or two-part urethane, recommended or approved by synthetic grass surfacing manufacturer, and suitable for ambient conditions at time of installation.

- F. Seam Tape: Synthetic grass manufacturer's recommended seam tape, minimum 12 inches wide, 18 inches wide for inlaid game lines.

- G. Seaming Cord: Seaming cord or thread, recommended by the synthetic grass surfacing manufacturer.

- H. Shock-Attenuation Pad: Provide shock-attenuation pad with permeability sufficient to meet synthetic grass surfacing assembly permeability indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine base and other conditions, with Installer present, for compliance with requirements for installation tolerances, permeability, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF SYNTHETIC GRASS SURFACING

- A. Avoid disturbance of base during installation of shock-attenuation pad and turf fabric.
- B. Shock-Attenuation Pad Installation: Roll out pad and allow to relax a minimum of six hours prior to final fit and trim. Stagger head seams between adjacent rows. Fit seams snugly without stretching or forcing.
- C. Roll out turf fabric and allow to relax at least four hours prior to seaming.
- D. Provide seams flat and snug, with no gaps or fraying. Remove yarns that are trapped within seams. Attach turf fabric to perimeter restraint system as recommended by the manufacturer.
- E. Repair loose seams and bubbles formed due to expansion of turf fabric prior to installation of infill.
- F. Evenly broadcast and groom infill by machine in proportions and depth after settling as recommended by the manufacturer, and to meet indicated performance requirements. Rake fibers trapped by infill to surface.

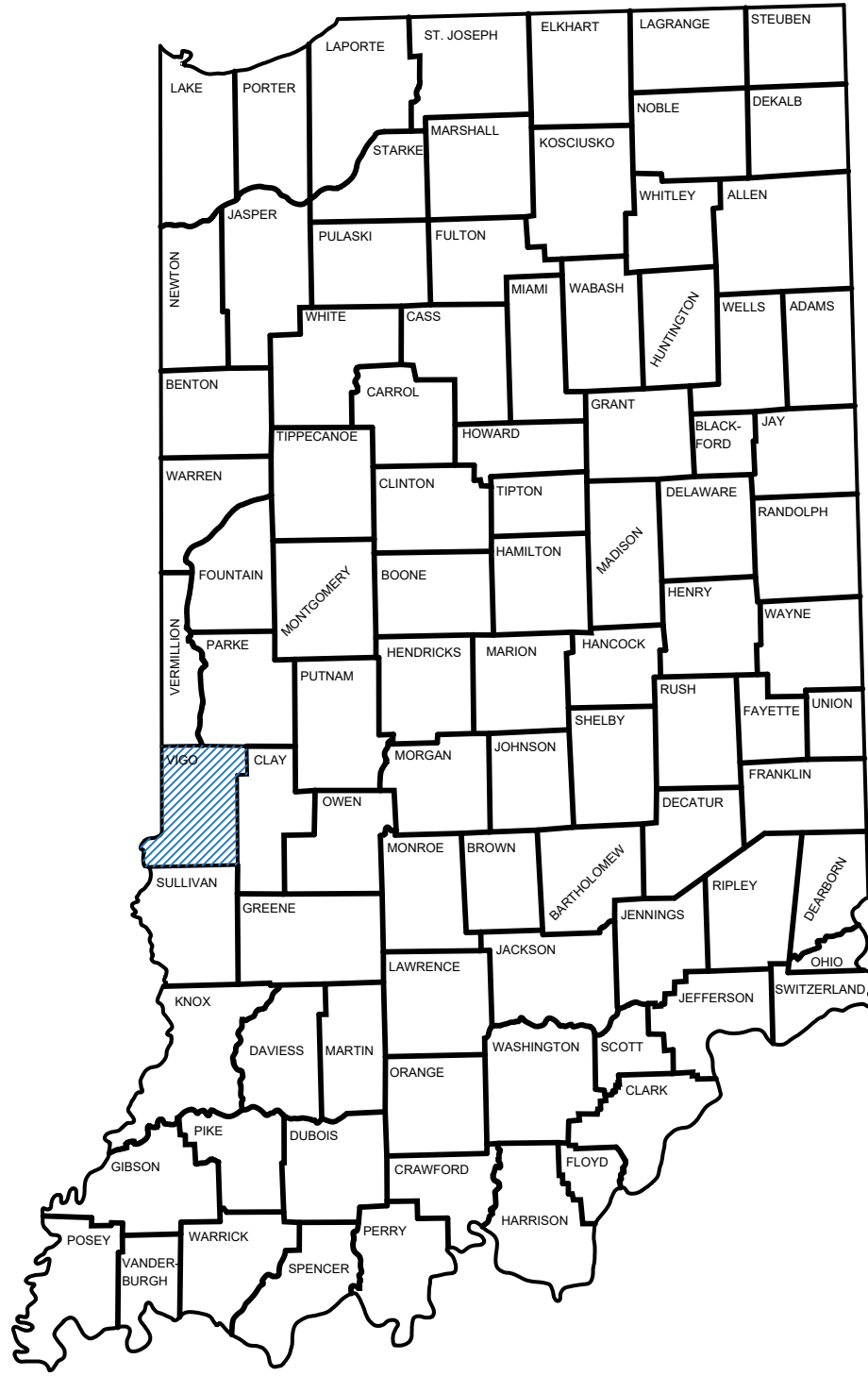
3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform the following tests and inspections:
 - 1. Permeability: 20 in/h of rainfall capacity in accordance with ASTM F2898 or EN 15330-1.

3.4 DEMONSTRATION

- A. Train Owner's maintenance personnel in proper maintenance procedures for synthetic grass surfacing.

END OF SECTION 32 1813



PROJECT LOCATION

THIS PROJECT IS LOCATED IN TERRE HAUTE TO THE EAST OF SOUTH FRUITRIDGE AVENUE WITH THE NEAREST LARGE INTERSECTION AS SOUTH FRUITRIDGE AVENUE AND OHIO BOULEVARD.

DEMING PARK
PLAYGROUND

500 SOUTH FRUITRIDGE AVENUE
TERRE HAUTE, INDIANA 47803

REA PROJECT #1825

OCTOBER 1, 2026
100% CONSTRUCTION DOCUMENTS

PREPARED FOR:

CITY OF
**TERRE
HAUTE**
CITY OF TERRE HAUTE
17 HARDING AVENUE
TERRE HAUTE, IN 47807
P 812.244.2303
BRANDON SAKBUN, MAYOR

PREPARED BY:

REA
RUNDELL ERNSTBERGER ASSOCIATES

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
618 E MARKET ST / INDIANAPOLIS, INDIANA 46202
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CLARK DIETZ
SURVEY
8900 KEYSTONE CROSSING, SUITE 475
INDIANAPOLIS, IN 46240
P 317.844.8900

SHEET INDEX

	COVER
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PREPARED BY:

REA
RUNDELL ERNSTBERGER ASSOCIATES

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PREPARED FOR:

CITY OF TERRE HAUTE
17 HARDING AVENUE
TERRE HAUTE, IN 47807
P 812.244.2303

CONSULTANT:

PROJECT:

**DEMING PARK
PLAYGROUND**
TERRE HAUTE, INDIANA

100% CONSTRUCTION DOCUMENTS

REVISIONS:

NO.	BY	DESCRIPTION	DATE
A1	AR	ADDENDUM #1	10/22/2026

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DRAWING NAME:

COVER

CERTIFICATION:

ALINE ROSENTHAL
REGISTERED
No. 21200006
STATE OF
INDIANA
LANDSCAPE ARCHITECT

REA PROJECT #: 1825
DATE: 10/01/2026
DRAWN BY:
REVIEWED BY:
DRAWING:

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PROJECT LOCATION



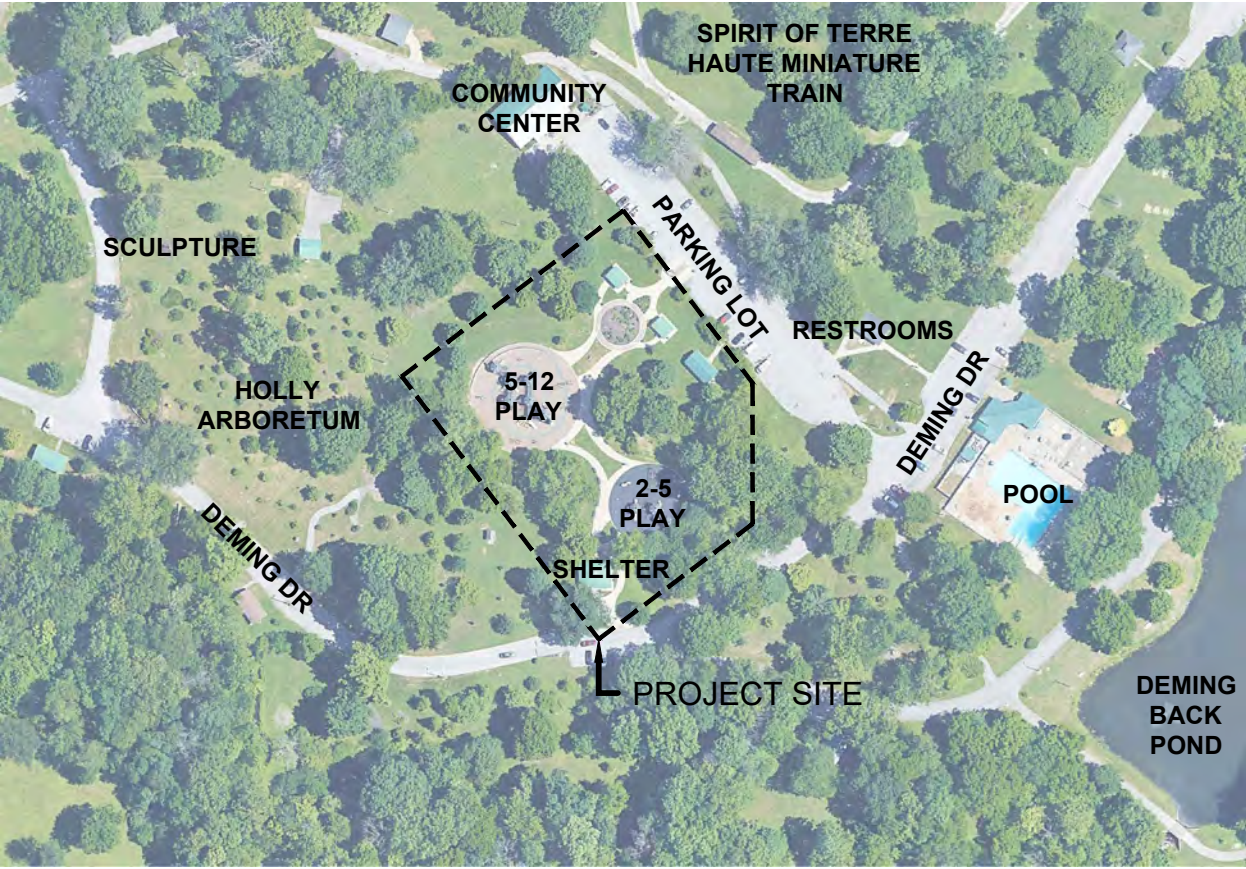
PARCEL MAP

[] = PARCEL OUTLINE



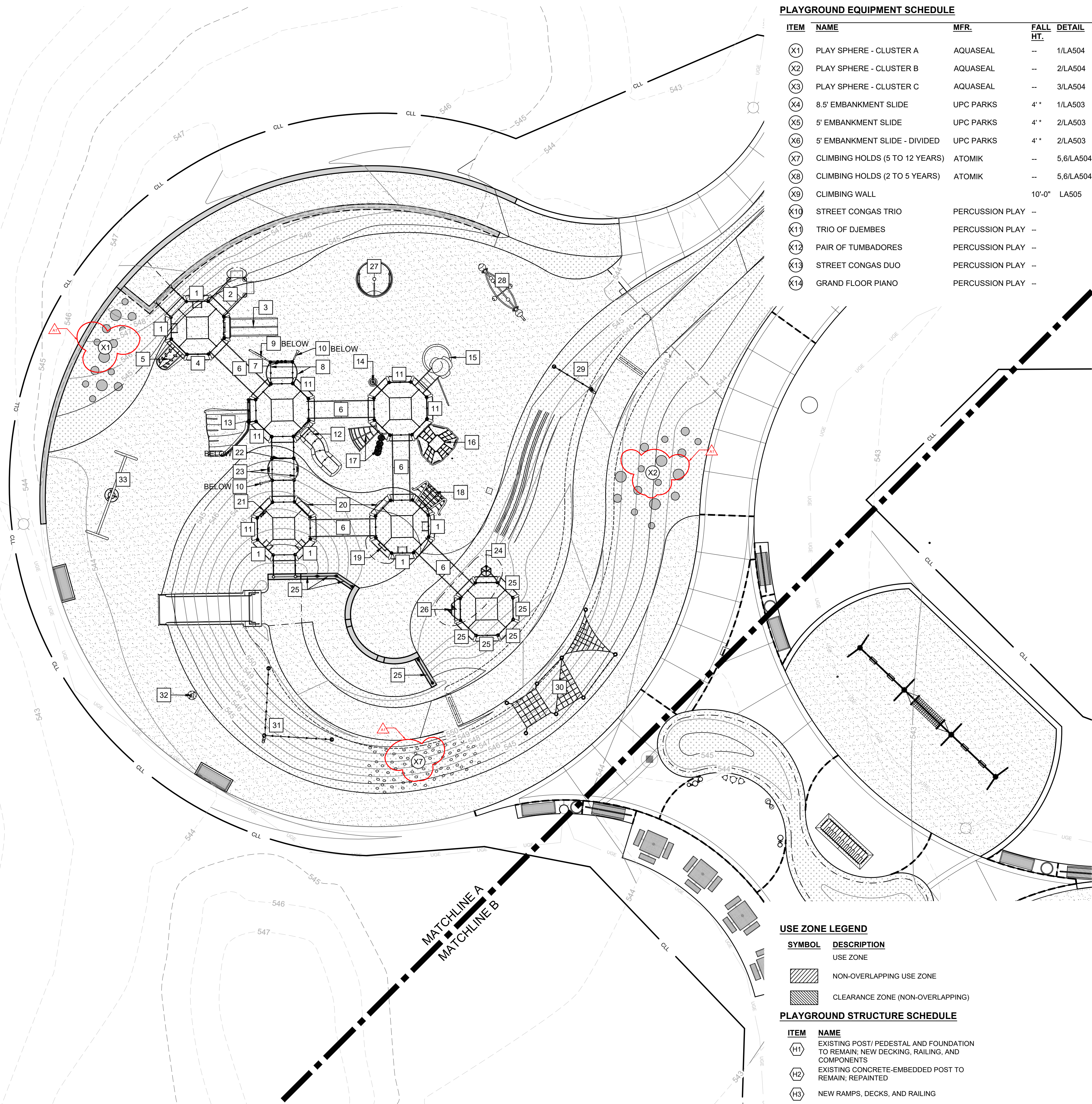
VICINITY MAP

[] = PROJECT SITE



EXISTING SITE PLAN

[] = PROJECT SITE



PLAYGROUND EQUIPMENT SCHEDULE

ITEM	NAME	MFR.	FALL HT.	DETAIL
X1	PLAY SPHERE - CLUSTER A	AQUASEAL	--	1/LA504
X2	PLAY SPHERE - CLUSTER B	AQUASEAL	--	2/LA504
X3	PLAY SPHERE - CLUSTER C	AQUASEAL	--	3/LA504
X4	8.5' EMBANKMENT SLIDE	UPC PARKS	4' *	1/LA503
X5	5' EMBANKMENT SLIDE	UPC PARKS	4' *	2/LA503
X6	5' EMBANKMENT SLIDE - DIVIDED	UPC PARKS	4' *	2/LA503
X7	CLIMBING HOLDS (5 TO 12 YEARS)	ATOMIK	--	5.6/LA504
X8	CLIMBING HOLDS (2 TO 5 YEARS)	ATOMIK	--	5.6/LA504
X9	CLIMBING WALL		10'-0"	LA505
X10	STREET CONGAS TRIO	PERCUSSION PLAY	--	
X11	TRIO OF DJEMBES	PERCUSSION PLAY	--	
X12	PAIR OF TUMBADORES	PERCUSSION PLAY	--	
X13	STREET CONGAS DUO	PERCUSSION PLAY	--	
X14	GRAND FLOOR PIANO	PERCUSSION PLAY	--	

USE ZONE LEGEND

SYMBOL	DESCRIPTION
USE ZONE	
NON-OVERLAPPING USE ZONE	
CLEARANCE ZONE (NON-OVERLAPPING)	

PLAYGROUND STRUCTURE SCHEDULE

ITEM	NAME
H1	EXISTING POST/ PEDESTAL AND FOUNDATION TO REMAIN; NEW DECKING, RAILING, AND COMPONENTS
H2	EXISTING CONCRETE-EMBEDDED POST TO REMAIN; REPAINTED
H3	NEW RAMPS, DECKS, AND RAILING

PLAYGROUND EQUIPMENT SCHEDULE (BY OTHERS)

ITEM	NAME	MANUFACTURER	FALL HT.
1	WALL PANEL W/ BENCH	MIRACLE	DECK
2	4' TRANSFER POINT	MIRACLE	4'-0"
3	BUMP AND GLIDE SLIDE	MIRACLE	4'-0"
4	COMMUNICATION PANEL	MIRACLE	DECK
5	ALPHA CLIMBER	MIRACLE	4'-0"
6	DAPPLE PVC RAMP	MIRACLE	DECK**
7	TIC TAC TOE STEEL PANEL	MIRACLE	DECK
8	KID'S PERCH	MIRACLE	DECK
9	MUSEUM PUSH PIN STAND	MIRACLE	--
10	FUN FONE	MIRACLE	--
11	MANDALA WALL	MIRACLE	DECK
12	CHAMELEON SLIDE	MIRACLE	5'-0"
13	AVALANCHE SLIDE	MIRACLE	5'-0"
14	BUMPER LADDER	MIRACLE	8'-0"
15	630° TYPHOON SLIDE DOMED	MIRACLE	9'-4"
16	HYPERBOLIX CLIMBER	MIRACLE	6'-0"
17	DOME CLIMBER	MIRACLE	6'-0"
18	BACKTRACK CLIMBER	MIRACLE	7'-0"
19	LOOK-OUT LADDER	MIRACLE	5'-6"
20	30° LOOK-OUT PANEL	MIRACLE	DECK
21	MUSEUM ZOETROPE PANEL	MIRACLE	DECK
22	ELECTRIC PIANO PANEL	MIRACLE	--
23	KID'S PERCH W/ WHEEL	MIRACLE	DECK
24	TREE-O CLIMBER	MIRACLE	8'-0"
25	DAPPLE WALL	MIRACLE	DECK
26	BRAIDED CLIMBER	MIRACLE	8'-0"
27	ACCESSIBLE WHIRL	PLAYWORLD	1'-3"
28	ABAKUS 2.1	BERLINER	4'-11"
29	HILLSIDE ROPE CLIMBER - SINGLE	BERLINER	1'-11"
30	HILLSIDE TERRANOS COMBI NET CLIMBER	BERLINER	7'-4"
31	HILLSIDE ROPE CLIMBER DOUBLE	BERLINER	3'-11"
32	EDDIE.02	BERLINER	1'-4"
33	TIRE SWING	PLAYWORLD	6'-11"
34	TRIPLE SWINGO	BERLINER	6'-5"
35	3' TRANSFER POINT	MIRACLE	3'-0"
36	TOT ROCK CLIMBER	MIRACLE	3'-0"
37	CRITTER PANEL	MIRACLE	DECK
38	ATTIC CLIMBER	MIRACLE	4'-0"
39	POD HOPPER	MIRACLE	4'-0"
40	TUBE SLIDE	MIRACLE	4'-0"
41	SLOPED CLIMBING WALL	MIRACLE	4'-0"
42	MUSEUM WASHER STAND	MIRACLE	DECK
43	TYPHOON II 360° DOMED	MIRACLE	6'-2"
44	SPIRAL CLIMBER	MIRACLE	7'-0"
45	CHAMELEON II	MIRACLE	5'-0"
46	HEX QUEST GM-200	MIRACLE	5'-0"
47	SENSORY MAZE - TRIANGLE/HEXAGON	MIRACLE	DECK
48	ARCH FRAME SWING - 2 SEATS	MIRACLE	8'-0"
49	ADD-A-BAY - 1 SEAT	MIRACLE	8'-0"
50	360° TOT SEAT	MIRACLE	--
51	GENERATION SWING	MIRACLE	--
52	FUN FONE STAND ALONE	MIRACLE	--
53	EDDIE.04	BERLINER	1'-4"
54	OVER EASY	BERLINER	1'-4"

* FALL HEIGHT FOR EMBANKMENT SLIDES IS ONLY APPLICABLE IN SLIDE EXIT USE ZONE
** FALL HEIGHT IS BASED ON THE GREATER OF THE HEIGHTS OF ADJACENT DECKS
DECK FALL HEIGHT IS EQUIVALENT TO THAT OF THE ADJACENT DECK

EQUIPMENT PLAN GENERAL NOTES:

- THE CONTRACTOR SHALL COORDINATE ALL WORK WITH AFFECTED UTILITIES PRIOR TO THE START OF CONSTRUCTION. ALL UTILITIES SHALL BE FIELD LOCATED PRIOR TO THE START OF CONSTRUCTION. ALL UNDERGROUND UTILITIES SHALL BE MAINTAINED AND PROTECTED FROM DAMAGE.
- REFER TO SPECIFICATIONS AND CUT SHEETS AND ADDITIONAL INFORMATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSEMBLING AND INSTALLING EQUIPMENT IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS. SEE SPECIFICATIONS FOR INSTALLER'S QUALIFICATION REQUIREMENTS.
- PLAYGROUND EQUIPMENT SHALL BE INSTALLED PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ALL APPLICABLE CODES AND STANDARDS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:
 - ASTM F1487 "STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE" (CURRENT EDITION)
 - U.S. CONSUMER PRODUCT SAFETY COMMISSION'S PUBLIC PLAYGROUND SAFETY HANDBOOK, CURRENT EDITION
- CONTRACTOR AND EQUIPMENT INSTALLER SHALL CONFIRM EQUIPMENT LOCATIONS, ON-SITE MEASUREMENTS, AND EQUIPMENT USE ZONES CONFORM TO ASTM F1487.

PREPARED BY:



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618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202
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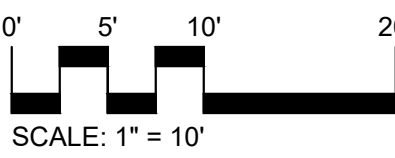
PREPARED FOR:



CONSULTANT:

PROJECT:

DEMING PARK
PLAYGROUND
TERRE HAUTE, INDIANA
100% CONSTRUCTION DOCUMENTS



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DRAWING NAME:

PLAY EQUIPMENT PLAN
(5-12 YEARS PLAYGROUND)

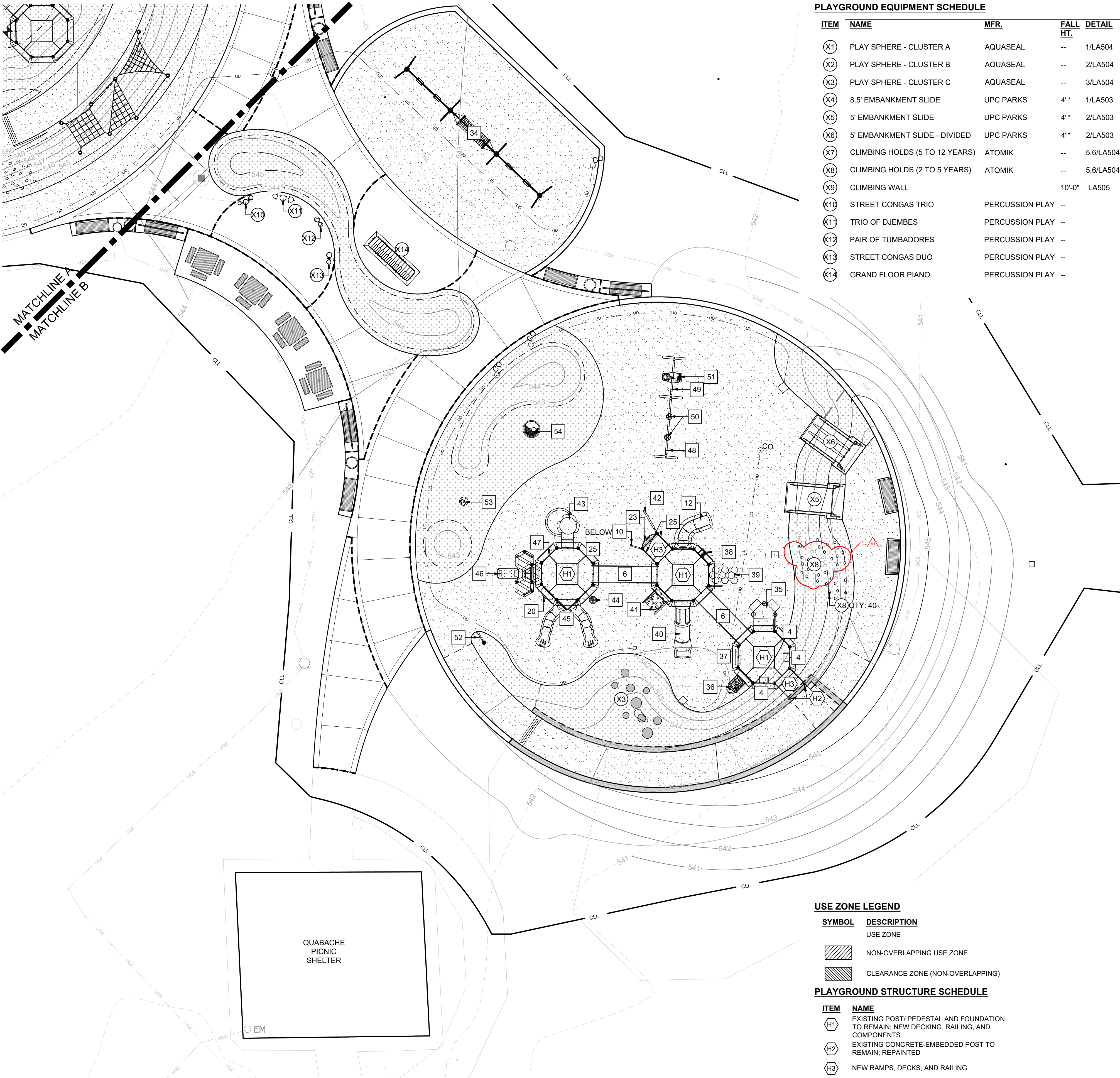
CERTIFICATION:



REA PROJECT #: 1825
DATE: 10/01/2026
DRAWN BY: AH, AW
REVIEWED BY: CK

DRAWING:

LA203



PLAYGROUND EQUIPMENT SCHEDULE				
ITEM	NAME	MFR.	FALL HT.	DETAIL
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PLAYGROUND STRUCTURE SCHEDULE	
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7	TIC TAC TOE STEEL PANEL	MIRACLE	DECK
8	KID'S PERCH	MIRACLE	DECK
9	MUSEUM PUSH PIN STAND	MIRACLE	--
10	FUN FONE	MIRACLE	--
11	MANDALA WALL	MIRACLE	DECK
12	CHAMELEON SLIDE	MIRACLE	5'-0"
13	AVALANCHE SLIDE	MIRACLE	5'-0"
14	BUMPER LADDER	MIRACLE	8'-0"
15	630° TYPHOON SLIDE DOMED	MIRACLE	9'-4"
16	HYPERBOLIX CLIMBER	MIRACLE	6'-0"
17	DOME CLIMBER	MIRACLE	6'-0"
18	BACKTRACK CLIMBER	MIRACLE	7'-0"
19	LOOK-OUT LADDER	MIRACLE	5'-6"
20	30° LOOK-OUT PANEL	MIRACLE	DECK
21	MUSEUM ZOETROPE PANEL	MIRACLE	DECK
22	ELECTRIC PIANO PANEL	MIRACLE	--
23	KID'S PERCH W/ WHEEL	MIRACLE	DECK
24	TREE-O CLIMBER	MIRACLE	8'-0"
25	DAPPLE WALL	MIRACLE	DECK
26	BRAIDED CLIMBER	MIRACLE	8'-0"
27	ACCESSIBLE WHIRL	PLAYWORLD	1'-3"
28	ABAKUS 2.1	BERLINER	4'-11"
29	HILLSIDE ROPE CLIMBER - SINGLE	BERLINER	1'-11"
30	HILLSIDE TERRANOS COMBI NET CLIMBER	BERLINER	7'-4"
31	HILLSIDE ROPE CLIMBER DOUBLE	BERLINER	3'-11"
32	EDDIE.02	BERLINER	1'-4"
33	TIRE SWING	PLAYWORLD	6'-11"
34	TRIPLE SWINGO	BERLINER	6'-5"
35	3' TRANSFER POINT	MIRACLE	3'-0"
36	TOT ROCK CLIMBER	MIRACLE	3'-0"
37	CRITTER PANEL	MIRACLE	DECK
38	ATTIC CLIMBER	MIRACLE	4'-0"
39	POD HOPPER	MIRACLE	4'-0"
40	TUBE SLIDE	MIRACLE	4'-0"
41	SLOPED CLIMBING WALL	MIRACLE	4'-0"
42	MUSEUM WASHER STAND	MIRACLE	DECK
43	TYPHOON II 360° DOMED	MIRACLE	6'-2"
44	SPIRAL CLIMBER	MIRACLE	7'-0"
45	CHAMELEON II	MIRACLE	5'-0"
46	HEX QUEST GM-200	MIRACLE	5'-0"
47	SENSORY MAZE - TRIANGLE/HEXAGON	MIRACLE	DECK
48	ARCH FRAME SWING - 2 SEATS	MIRACLE	8'-0"
49	ADD-A-BAY - 1 SEAT	MIRACLE	8'-0"
50	360° TOT SEAT	MIRACLE	--
51	GENERATION SWING	MIRACLE	--
52	FUN FONE STAND ALONE	MIRACLE	--
53	EDDIE.04	BERLINER	1'-4"
54	OVER EASY	BERLINER	1'-4"

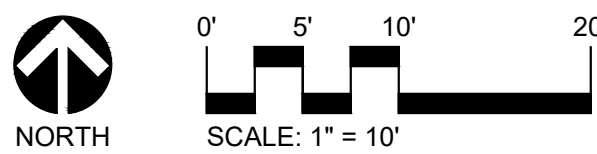
* FALL HEIGHT FOR EMBANKMENT SLIDES IS ONLY APPLICABLE IN SLIDE EXIT USE ZONE
** FALL HEIGHT IS BASED ON THE GREATER OF THE HEIGHTS OF ADJACENT DECKS
DECK FALL HEIGHT IS EQUIVALENT TO THAT OF THE ADJACENT DECK

- EQUIPMENT PLAN GENERAL NOTES:**
- THE CONTRACTOR SHALL COORDINATE ALL WORK WITH AFFECTED UTILITIES PRIOR TO THE START OF CONSTRUCTION. ALL UTILITIES SHALL BE FIELD LOCATED PRIOR TO THE START OF CONSTRUCTION. ALL UNDERGROUND UTILITIES SHALL BE MAINTAINED AND PROTECTED FROM DAMAGE.
 - REFER TO SPECIFICATIONS AND CUT SHEETS AND ADDITIONAL INFORMATION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSEMBLING AND INSTALLING EQUIPMENT IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS. SEE SPECIFICATIONS FOR INSTALLER'S QUALIFICATION REQUIREMENTS.
 - PLAYGROUND EQUIPMENT SHALL BE INSTALLED PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ALL APPLICABLE CODES AND STANDARDS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:
 - ASTM F1487 "STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE" (CURRENT EDITION)
 - U.S. CONSUMER PRODUCT SAFETY COMMISSION'S PUBLIC PLAYGROUND SAFETY HANDBOOK, CURRENT EDITION
 - CONTRACTOR AND EQUIPMENT INSTALLER SHALL CONFIRM EQUIPMENT LOCATIONS, ON-SITE MEASUREMENTS, AND EQUIPMENT USE ZONES CONFORM TO ASTM F1487.



**DEMING PARK
PLAYGROUND**
TERRE HAUTE, INDIANA

100% CONSTRUCTION DOCUMENTS



REVISIONS:			
NO.	BY	DESCRIPTION	DATE
A1	AR	ADDENDUM #1	10/22/2026

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM PREPARED BY REA FOR THIS PROJECT ARE INSTRUMENTS OF SERVICE, AND MAY BE USED SOLELY WITH RESPECT TO THIS PROJECT. THE DOCUMENTS MAY NOT BE REPRODUCED OR MODIFIED BY A THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF REA. AUTHORIZED USE OF ELECTRONIC MEDIA OR FILE DOES NOT GUARANTEE THAT THESE FILES CONTAIN COMPLETE AND ACCURATE INFORMATION. IN ORDER TO INSURE THE ACCURACY OF THE INFORMATION CONTAINED AND THAT NO CHANGES OR MODIFICATIONS HAVE BEEN MADE, THESE FILES MUST BE COMPARED TO THE PROJECT'S CONTRACT DOCUMENTS WITH STAMPED AND SEALED CERTIFICATION AND APPLICABLE APPROVED MODIFICATIONS.

**PLAY EQUIPMENT PLAN
(2-5 YEARS PLAYGROUND)**

CERTIFICATION:

REVIEWED BY: PD

REA PROJECT #: 1825

DATE: 10/01/2026

DRAWN BY: AH, AW

REVIEWED BY: PD

DRAWING:

LA204

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MONUMENT SIGN RENOVATION GENERAL NOTES:

1. MONUMENT SIGN RENOVATION IS A BID ALTERNATE. REFER TO SPECIFICATIONS.
2. SIGN LOCATIONS PROVIDED ARE APPROXIMATE. SIGNS SHALL BE LOCATED IN SAME FOOTPRINT, LOCATION, AND ORIENTATION AFTER RENOVATIONS ARE COMPLETE.
3. SIGNS SHALL BE REMOVED, REFINISHED, AND POWDERCOATED WITH COLORS TO BE DETERMINED BY OWNER. ALL CONTENTS AND ELEMENTS SHALL REMAIN THE SAME EXCEPT WITH NEW COLORS. REFER TO SPECIFICATIONS FOR REQUIREMENTS.
4. ALL POSTS, SIGN COMPONENTS, AND EMBELLISHMENTS SHALL BE DISASSEMBLED, POWDER COATED, AND ASSEMBLED.

REFERENCE IMAGES OF EXISTING SIGNS

MONUMENT SIGN - FRONT



MONUMENT SIGN - BACK



PREPARED BY:



RUNDRELL ERNSTBERGER ASSOCIATES

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
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PREPARED FOR:



CITY OF
TERRE
HAUTE

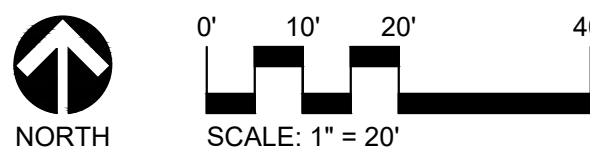
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CONSULTANT:

PROJECT:

**DEMING PARK
PLAYGROUND**
TERRE HAUTE, INDIANA

100% CONSTRUCTION DOCUMENTS



REVISIONS:

NO.	BY	DESCRIPTION	DATE
A1	AR	ADDENDUM #1	10/22/2026

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DRAWING NAME:

BID ALTERNATES

CERTIFICATION:



REA PROJECT #: 1825
DATE: 10/01/2026
DRAWN BY: LW
REVIEWED BY: CK

DRAWING:

LA507

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