

HOFFMAN ESTATES PARK DISTRICT
Hoffman Estates, Illinois

FORM OF PROPOSAL

Proposal of _____, hereinafter called the
"BIDDER", (a) / (an) _____,
(Corporation, Partnership,
individual) doing business as _____, to Hoffman Estates
Park District, hereinafter called the "OWNER."

* * *

The Bidder, in response to your advertisement for bids for **Supply and Installation of
Playground Fall Surface at Victoria Park** having examined the Specifications and other
Documents and being familiar with all of the conditions surrounding the proposed work
(purchase/sale) including availability of materials and labor, hereby proposes to furnish all labor,
materials and supplies and to construct the project in accordance with the Contract Documents,
within the time set forth therein and at the prices stated below. These prices are to cover all
expenses incurred in performing the work required under the Contract Documents of which this
proposal is a part.

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract

Document: Numbers: _____, _____, _____, _____.

SCOPE OF WORK & BIDDERS PROPOSAL

Supply and Installation Playground Fall Surface

The specifications and drawings are to govern the extent of the Work required or reasonably incidental to this Bid package. The following list of Work items is to be included and considered complementary to the drawings and specifications:

Furnish all labor, tools, materials, and equipment required and necessary to complete the following:

1. Installation of unitary playground surface: The playground fall surface contractor shall provide a flat unitary playground wearing surface that meets or exceeds ASTM 1951 (ADA surface accessibility standards). This surface shall be able to withstand flood waters to a depth of three foot. The wear surface shall be able to withstand normal foot traffic with no signs of wear failure for a period of no less than three years from the date of installation. Should the wear surface fail to perform within that period, the playground fall surface contractor shall repair those sections at his own expense. At minimum the "term failure" shall include but not be limited to the loss of 25% of turf fiber or 10% loss of surface granules. Upon completion of the fall surface project, the playground fall surface contractor shall at his own expense test the Impact attenuation of the surface installed. This testing shall be done in accordance with ASTM F1292 methods. Test readings shall not exceed 100G or 500HIC for the particular critical fall height in any of the fall zones. Any areas that exceed those requirements amounts shall be remediated until such time as the required results are achieved. The installation contractor shall warranty the fall surface system for period of not less than 5 years from the date of installation. This warranty shall include material product / system failure and non-conformance to the ASTM F1292 Standard.
The Contractor shall take all means to protect the playground against damage during construction from either his own crews or third parties.
2. The Contractor is responsible for any and all incidental material (i.e. nails, rivets, caulk, etc.) necessary to complete the project. The Contractor is encouraged to contact the manufacture to determine what items are and are not included as part of the pre-engineered Shelter package being provided. The Contractors bid price shall take into account all items necessary but not included.
3. Prior to final acceptance the contractor shall clean the structure and repair any blemishes caused by his work or damage caused by a third party.
4. The contractor is responsible for the protection of all park amenities (not limited to and including all concrete, site furnishings, vegetation other than turf, parking lot and drive asphalt, signage etc.) and shall be responsible for the repair should damage occur. Contractor will make every attempt to minimize damage to turf areas and provide grading to correct such damage caused by his work. The park district is responsible for all finish grading associated with seed be preparation and all final seeding and turf re-establishment.
5. Equipment and manpower shall be provided in suitable size and number to satisfy and complete the work according to site material conditions, schedule and weather.
6. Provide adequate staff to review the Contract Documents and request, in writing, any additional information required well in advance of the actual fabrication or installation. Coordinate and communicate installation information with all other trades where there is interface, connection or contact with a product or work being installed and/or supplied by others.
7. If this Contractor is determined to impede the progress of the project schedule, the work delaying such progress will be passed over in a normal course of business and this Contractor shall be responsible for installing the work under other means and paying for additional costs, remedial work or damages resulting from such action.
8. Provide markers indicating limits of work and clear identification of items and areas requiring protection. Provide barricades, warning signs, and warning lights at conditions where there is a danger of injury to

persons, or materials falling into excavations, pits, or depressions in the surrounding grade. This contractor is solely responsible for determining the potential for injury to persons and damage to property. Where such potential is present, take appropriate protective measures. Protect persons from injury and protect existing and new improvements from damage caused directly or indirectly by construction operations.

9. The Trade Contractor shall be liable and responsible for payment of all OSHA fines and/or other penalties against their work for failure to comply with all such requirements. Trade Contractor shall also reimburse the Owner for all OSHA and other fines and/or penalties charged to the Owner due to Trade Contractor's negligence.
10. Clean up shall be on a daily basis. This shall include sweeping and other housekeeping methods necessary to maintain the building, and removal of debris from streets, roads, and landscaped areas. All unused materials, packaging, debris, food-related items shall be placed in rubbish containers and daily removed from the site.
11. Submit the following information within five (5) days after bidding, when requested: a) average size crew anticipated; b) approximate number of man-days anticipated for each major function of work; c) delivery dates of major equipment or fixtures; and, e) references and financial qualifications. All shop drawings shall be submitted within twenty-one (21) days of the Contract date.
12. No extras shall be accepted on this project unless initiated by the Owner. Discrepancies, exclusions, clarifications regarding each contractor's scope of work shall be addressed by contractor, in writing, and to the architect during the bidding process.

Bid Price shall be based on the following item pricing: final contract amount shall be determined based upon unit quantities approved and installed. Unit pricing provided below shall prevail for all ads and deducts unless otherwise noted on this bid form.

Site Security

The owner will provide a 6ft high chain link security fence around the entire work area. During the installation process of the playground the contractor shall be responsible for opening and closing gates associated with accessing the work area.

Demolition

D-1

Contractor to remove and dispose of properly, all existing 1/2" rubber mat material from victoria playground fall surface Cost of S D-2 \$ _____

D-2

Contractor to remove and dispose of properly, all existing continuous membrane located below the 1/2 rubber surface and above the ground rubber tire chips. Cost of S D-2 \$ _____

Total Cost of Demolition D-1, D-2 \$ _____

Supply and installation of new fall wearing surface

I-1-Option A

Contractor to relocate existing rubber tire chips in to square containment bags and fill in void areas with loose rubber chips. Level top surface and supply and install SMARTE synthetic green turf material. Glue and seam all turf edges and secure edge by excavating existing soil and roiling turf down below proposed finish grade. Backfill all edges to bury synthetic turf.

Or

I-1-Option B

Contractor to grade existing rubber tile mulch material in an effort to establish a flat uniform surface. Proposed new rubber surface elevation shall meet existing concrete walks and paths to provide an ADA compliant surface. Any unused rubber tire material shall be removed from the site and disposed of properly by the contractor. The contractor shall supply and install a poured in place color rubber mulch surface with a cross section thickness of no less than 2 inches. Rubber granules shall be 1/4" -3/8" diameter. The surface shall be porous to allow water and air to move both up and down through the system.

Or

I-1-Option C Or approved equal. To be considered equal, the proposed system must have been in use for no less than three years and has no issues related to performance.

Please indicate which option is big priced by circling to appropriate option **A B C**

Total Cost Supply and installation of new fall wearing surface I-1

6,800 sq ft. X _____ per sq ft. = \$ _____

Testing Fall system to conform with attenuation requirements

T-1 Contractor to field test completed fall surface according to ASTM F1292. Maximum rated results shall not exceed 100G – 500 HIC.

Total Cost Surface fall testing T-1 \$ _____

TOTAL BID PRICE Supply and install playground fall surfacing at Victoria Park

(ALL YELLOW)

\$ _____

VOLUNTARY ALTERNATES

The contractor is encouraged to provide Voluntary Alternates. All Voluntary Alternates **must** be a modification to the Base Bid and shall **not** be included in the Base Bid.

Description of Alternate Proposed (state any change in time required):

Add/Deduct \$ _____

UNIT PRICES

The following unit prices include overhead and profit, all labor, materials, necessary tools, expendable equipment, all applicable taxes and fees, and utility and transportation services necessary to complete that unit of work and remain valid for the duration of the Contract.

Hourly wage for laborer \$ _____

Hourly wage for Supervisor \$ _____

Hourly rate 6-wheeler with driver \$ _____

Hourly rate skid steel loader with operator \$ _____

Company: _____

Address: _____

Date _____

Signature _____

Title _____

Accompanying this is a _____
(Bid Bond, Certified Check, Bank Draft)

In the amount of _____
(Dollars)

(\$_____) being five percent (5%) of the Base Contract Bid, the same being subject to forfeiture in the event of default by the undersigned.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn during the period of days in the Contract Documents.

The Bidder hereby certifies:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for him any advantage over any other bidder or over the "Owner."
- E. That he will comply with all provisions of the Prevailing Wage Ordinance #O-15-06 adopted by the Hoffman Estates Park District.
- F. That he is in compliance with the Criminal Code Act of 1961, Article 33E-11, Public Contracts, and Public Act 85-1295.
- G. That all materials, methods and workmanship shall conform to the drawings, specifications, manufacturer's standards and specifications, and all applicable Codes and Standards.
- H. The bidder understands that the Hoffman Estates Park District looks favorably on minority businesses as sub-contractors for supplies, equipment, labor services and construction.

HOFFMAN ESTATES PARK DISTRICT

FIRM NAME _____

BY: _____
(Sign and Date)

ADDRESS _____

BY: _____
(Sign and Date)

PHONE _____

EMAIL: _____

BY: _____

CERTIFICATION

I, _____ (Officer), having been first duly sworn on Oath, do depose and state that I presently reside at _____ (Address), and that I am the duly authorized principal, officer or agent of _____ (Name of Contractor) and do hereby certify to Hoffman Estates Park District, its Commissioners, Officers and Employees that neither I nor _____ (Name of Contractor) are barred from bidding on the Contract for which this bid is submitted, and as a result of violation of either Section 33E-3 (Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 1961 of the State of Illinois approved July 28,1961, as amended.

On behalf of Contractor

Subscribed and sworn to before me
this _____ day of _____, 20____

- Notary Public -

My Commission Expires:

SUBCONTRACTORS

The following list includes all Subcontractors who will perform work representing five percent (5%) or more of the total base bid. The Bidder represents that the Subcontractors are qualified to perform the work required.

Category	Subcontractor Name	Address
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____

REFERENCES

Hoffman Estates IL 60169

References for:

1. Company Name: _____

Address: _____

City-state: _____

Phone Number: _____

Contact Person: _____

2. Company Name: _____

Address: _____

City/State: _____

Phone Number: _____

Contact Person: _____

3. Company Name: _____

Address: _____

City/State: _____

Phone Number: _____

Contact Person: _____

4. Company Name: _____

Address: _____

City/State: _____

Phone Number: _____

Contact Person: _____

STATEMENT OF EXPERIENCE

The Bidder shall list all recent projects for which he provided services of a similar nature to the subject project.

Project/Location	Contract Amount	Reference/Phone #
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____

HOFFMAN ESTATES PARK DISTRICT
Hoffman Estates, Illinois

Please list all of the equipment you will be using on this specific job.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

SUSTAINABILITY STATEMENT

Introduction

The Hoffman Estates Park District is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking bidders to provide a Statement of Sustainability to ensure our bidders are also incorporating sustainability into their firm's practices.

Instructions

Provide a clear description of your firm's sustainable practices, policies or procedures to the below sections or attach a copy of your practice. These practices may include but are not limited to:

Waste Minimization within the office or facilities through recycling programs, double-sided copying, electronic internal communications, recycled content in materials, reusable cups, limited printing, electronic document management, green purchasing policies, green cleaning supplies or reduced packaging in materials procured or supplied. _____

Energy Efficiency within office, facilities or firm through lighting retrofits, photo sensor switches for lighting, use of day lighting, Energy Star rated appliance or equipment, alternative fuel or efficient fleet, anti-idling policy, or indoor temperature management. _____

Water Efficiency in office, facilities or firm through faucet or fixture retrofits, switch individual bottled water to office water coolers or drinking fountains, drought tolerant landscaping. _____

Staff are encouraged to be sustainable and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support to attend green seminars, US Green Building Council LEED accredited or the creation of an internal green team. _____

Education of your staff about green practices, your business peers of your green accomplishments, your community of your sustainability, or any environmental awards your firm has achieved. _____

_____.

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FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

I, _____ (name of person making the affidavit),
being duly sworn, deposes and says that he is the _____ (title) of
_____, and that he has authority to make the following affidavit; that he has
knowledge of the Hoffman Estates Park District ordinance relating to Fair Employment Practices, Equal Employment
Opportunity, Prevailing Wages, Sexual Harassment Requirements, and knows and understands the contents thereof; that he
certifies that _____ (name of company) is an equal opportunity
employer as defined by the Federal, State and Local regulations.

HOLD HARMLESS AGREEMENT

_____ (company name) agrees to indemnify, hold harmless and defend the
Hoffman Estates Park District, its consultants for this Project, agents, servants and employees, _____
_____ (Construction Company), and its sub consultants, and each of them against and hold them
harmless from any and all liability, loss, cost, damages and claims, cause of action, demands, rights, costs of loss of service
expenses, compensation, and expense (including reasonable attorneys' fees and court costs) which the undersigned now
has or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen
and unforeseen, resulting from, arising out of, or incurred by reason of claims, actions, or suits based upon or alleging
bodily injury, including death, or property damages arising out of, or resulting from the Contractor's operations under this
Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by
either of them.

Signed this: _____ day of _____, 20__.

By: _____

Title: _____

Address: _____

City _____ State _____ Zip _____

Subscribed and sworn before me

this _____ day of _____, 20__.

Notary Public