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 installation of playground equipment at Armstrong School & MacArthur School; concrete work at Freedom Run Dog Park & Armstrong School 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:

Document: Numbers: __________, __________, __________, __________.
SCOPE OF WORK & BIDDERS PROPOSAL

**General**

The Contractor shall provide:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

**Installation of Playground**

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. Inventory Pre-engineered playground structure provided by the owner at the job site including parts inventory and condition. Any irregularities shall be immediately communicated to the owner upon acceptance of the material by the contractor prior to commencement of work. Should deficiencies be identified after acceptance of material by the contractor the owner will make assist in trying to resolve
the issue, however should the issue not be resolved by owner’s effort the contractor will be held responsible for resolving the issue at his own cost.

2. The playground area shall be graded to a depth minus one foot below finish grade. Any deviation from the manufactures design shall be communicated in writing to the owner.

3. The Contractor shall install the playground in accordance with the manufactures directions and or installation procedures.

4. The Contractor shall take all means to protect the playground against damage during construction from either his own crews or third parties.

5. 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.

6. 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.

7. 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.

8. The contractor is responsible for the removal and proper disposal for all debris associated with the shipment and installation of playground equipment and fall surface.

9. Prior to final acceptance the owner shall schedule an inspection by the manufactures representative to identify any and all installation deficiencies. Such deficiencies shall be corrected by the contractor in timely manner. Should a deficiency be identified by the manufacture which is not the fault of the contractor, the contractor shall be reimbursed for correction of said deficiency as an extra to the contract.

**Installation of Concrete**

1. The contractor is responsible for the setting of grades and stakes necessary to complete the installation of concrete work.

2. The contractor is responsible for excavation, removal and proper disposal of all existing concrete, asphalt, pavers, stone and earth within areas designated for new concrete.

3. The contractor is responsible for compaction of all subgrades, supply and installation and compaction of all stone base materials.

4. The Contractor is responsible for supply and setting of all staking materials necessary to pour concrete. All final grades must conform to The Americans with Disabilities (ADA) maximum slope requirements for walkways.

5. The Contractor is responsible for the supply placement and finishing of all concrete according to specifications.

6. The Contractor is responsible for the removal and proper disposal of all staking material.

7. The Contractor is responsible for the removal and proper disposal of all excess stone and concrete over pour. Contractor is responsible for the rough backfill with clean fill of all areas adjacent to the concrete pour.

**Installation of Synthetic Turf Fall Surface**

1. The contractor shall supply and install Forever Lawn Synthetic Fall Surface (Or approved Equal) capable of meeting a fall height of eight foot zero inches (8’-0”) with a test rating that does not exceed 750 HIC and 175 G’s. tested upon completion of the installation.

2. The contractor, at no cost to the owner shall have the final fall surface tested by an independent certified testing agency.
Allowance

1. **Provide a $7,500 allowance in the Base Bid price for labor and material to perform on a T&M basis for modifications as directed by Owner. Unused portions shall be credited back to the Owner**

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.

**ARMSTRONG SCHOOL PLAYGROUND**

**Site Security**

A SS -1
Contractor to supply, maintain and remove security fencing consisting of 5ft x 6ft temporary chain link panels bolted together or 5ft High continuous chain link fencing pounded steel posts with lockable access gate to provide a continuous barrier around the entire work area. *Include sand bags to keep panels upright in place.* And removal once work is completed

426 total lin.ft  361 lin. of continuous pounded post chain link fence  and 65 lin. ft. of panels with legs and sand bag weights for areas along paved surfaces.

**Demolition**

AD-1
Contractor to remove all existing playground equipment, footings identified as to be removed on plans and dispose of properly from the site.

Cost of AD-1 $______________

AD-2
Contractor to saw cut existing concrete and remove all existing concrete flatwork, concrete curbing and or asphalt identified as to be removed on plans and dispose of properly from the site.

(370 square feet of concrete / 1,365 sq. ft of asphalt and 12 feet of concrete curb)

Cost of AD-2 $______________

AD-3
Contractor to remove all existing loose fill woodchip fall surface and fabric to a depth of 12” below existing concrete curb elevation and transport and stockpile same at various locations within the Hoffman Estates Park District according to specifications.

(392 cu yds.) *Note any contaminated loose fill materials (Soil or Stone contaminants) will be removed by the contractor and transported to the Park District dumpsite located west of Rohrssen Road.*

Cost of AD-3 $______________

AD-4
Contractor to remove all existing under drain piping and dispose of properly from the site according to specifications.

Cost of A D-4 $______________
Total Cost of Demolition AD-1, AD-2, AD-3 & AD-4 $________________

Concrete Work

AC-1
Contractor to supply, place and compact stone base in areas designated for new curb. Form, provide and set reinforcement rods, supply and place concrete to formed 8” X 12” Barrier Curb according per plans and specifications.

Cost of AC-1- 12 lin. ft. x $_______per ft = $____________

AC-2
Contractor to supply, place/compact stone base in areas designated for new flat work. Form, supply and set 6x6 #10 reinforcement wire. Supply and place 5” thick minimum concrete to walks and ramps with expansion and control joints according per plans and specifications.

Cost of AC-2- 1,740 sq ft. x $_______per sq. ft = $____________

Total Cost of Concrete work AC-1 & AC-2 $________________

Installation of Playground Equipment
Contractor to install one playground for children 5-12 years old, one rock Climber, one two person stand-up spring rocker and two spring rockers.

Installation contractor will be responsible for the transport of all playground equipment to the job site from the owner’s maintenance yard located at 2352 Hassel Road in Hoffman Estates. For information about the playground equipment being installed (Playcraft) as part of this item call Zennon Company 847-548-1143 Spring riders (Burke) call Illinois Play 630-514-540 The material cost of the delivered playground equipment to the park district was Playcraft $27,233 & Burke $1,725.

Total Cost to install Armstrong Playground equipment $________________

Installation of Drainage Pipe
Contractor to located existing underground outfall structure and extend this conduit using the following materials to provide drainage to proposed playground area

705 lin. Ft. 6” flat drainage pipe with fabric sock Cost per lin. ft.$_________ Total cost$ ____________

Note: A source for 6”flat pipe is Erotex Inc. 866-437-6839

95 lin. Ft. 4” round drainage pipe with fabric sock Cost per lin. ft.$_______ Total cost$________

12 T connectors 13 total X $____ per connector = Total cost $________

13 Round to flat connectors. 13 total X $____per connector = Total cost $________

1- 4” Round cap 1 total X $____per cap = Total cost $________

Total Cost of Armstrong Installation of Drainage Pipe $________________
**Wood Fiber Loose Fill Fall Surface and Filter Fabric**

AFS
Contractor to supply and place non-woven 32oz filter fabric on sub-grade area of playground. Supply place and compact no less than 12” of wood fiber fall surface to playground area. Contractor will have to provide fall surface testing documentation from an independent agency prior to placement of material.

- Cost of AFS -1 1,175 sq yds. of fabric (cover area) at $_____ per sq yard $____________
- Cost of AFS -2 587 cu yds. at $_____ per cu yard total price $____________

**Total Cost of Armstrong Wood Fiber Loose Fill AFS-1 & AFS -2 $**

| TOTAL BID PRICE ARMSTRONG SCHOOL PARK PLAYGROUND SITE SECURITY, DEMOLITION, CONCRETE, PLAYGROUND INSTALLATION, DRAINAGE & WOOD FALL SURFACE. |
| (ALL YELLOW ARMSTRONG) |
| $_____________ |

**MacARTHUR SCHOOL PLAYGROUND**

**Site Security**
Contractor to supply, maintain and remove security fencing consisting of 5ft x 6ft temporary chain link panels bolted together or 5ft high continuous chain link fencing pounded steel posts with lockable access gate to provide a continuous barrier around the entire work area. Include sand bags to keep panels upright an in place. And removal once work is completed

506 Total lin.ft (474 lin.ft. pounded posts and 32 lin.ft. fence panels with support legs and sand bags.)

**TOTAL Cost of** $_____________

**Demolition**
**MD-1**
Contractor to remove all existing playground equipment, footings identified as to be removed on plans and dispose of properly from the site.

Cost of MD-1 $_____________

**MD-2**
Contractor to remove existing poured in place rubber fall surface and base and properly dispose of materials. Approximately 55 sq ft.

Cost of MD-2 $_____________

**MD-3**
Contractor to remove all existing loose fill woodchip fall surface and fabric to a depth of 12” below existing concrete curb elevation and transport and stockpile same at various locations within the Hoffman Estates Park District according to specifications. (397 cu yds.) Note any contaminated Loose fill Materials (Soil or Stone contaminants) will be removed by the contractor and transported to the Park District dumpsite located west of Rohrssen Road.

Cost of MD-3 $_____________
MD-4
Contractor to remove all existing under drain piping and dispose properly from the site according to specifications.

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<tr>
<th>Cost of MD-4</th>
<th>$____________</th>
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<tr>
<td><strong>Total Cost of Demolition MD-1, MD-2, MD-3 &amp; MD-4</strong></td>
<td>$____________</td>
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</table>

**Concrete Work**

*Note: Concrete flat work is included in synthetic turf fall surface price below*

**Installation of Playground Equipment**
Contractor to install one playground for children 5-12 years old, one rock Climber, one two person stand-up spring rocker and two three bay swing sets. *Installation contractor will be responsible for the transport of all playground equipment to the job site from the owner's maintenance yard located at 2352 Hassel Road in Hoffman Estates. For information about the playground equipment being installed (Playcraft) as part of this item call Zennon Company 847-548-1143 Spring riders (Burke) call Illinois Play 630-514-540 The material cost of the delivered playground equipment to the park district was Playcraft $49,550 & Burke $1,725.*

| Cost to install MacArthur Playground equipment | $____________ |

**Installation of Drainage Pipe**
Contractor to located existing underground outfall structure and extend this conduit using the following materials to provide drainage to proposed playground area

- 631 lin. Ft. 6” flat drainage pipe with fabric sock Cost per lin. ft.$_________ Total cost$ ____________
  *Note: A source for 6”flat pipe is Erotex Inc. 866-437-6839*
- 323 lin. Ft. 4” round drainage pipe with fabric sock Cost per lin. ft.$_________ Total cost$ ____________
- 13 T connectors 13 total X $____ per connector = Total cost $____________
- 13 Round to flat connectors. 13 total X $____ per connector = Total cost $____________
- 1- 4” Round cap 1 total X $____ per cap = Total cost $____________

| **Total Cost of MacARTHUR Installation of Drainage Pipe** | $____________ |

**Wood Fiber Loose Fill Fall Surface and Filter Fabric**
MWFS
Contractor to supply and place non-woven 32oz filter fabric on sub-grade area of playground. Supply place and compact no less than 12” of wood fiber fall surface to playground area. Contractor will have to provide fall surface testing documentation from an independent agency prior to placement of material.

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<th>Cost of MWFS -1</th>
<th>1,167sq yds. of fabric (cover area) at $_____ per sq yard</th>
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<td>Cost of MWFS -2</td>
<td>585 cu yds. at $_____ per cu yard total price</td>
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| **Total Cost of MacARTHUR Wood Fiber Loose Fill MFS-1 & MFS -2** | $____________ |
**Synthetic turf fall surface installation**
Contractor to supply and place compact stone base, place and finish concrete pad, supply and install and install cushioning pads, furnish and install synthetic turf (Foreverlawn PG Ultra or approved equal). Contractor will have to provide fall surface testing documentation from an independent agency upon completion of the fall surface. Assume 8 ft fall with a maximum HIC Rating of 700 and a Maximum G Rating of 165.

Total Cost of 297 square feet of synthetic turf fall surface $__________

**TOTAL BID PRICE MacARTHUR PARK PLAYGROUND SITE SECURITY, DEMOLITION, PG INSTALL, DRAINAGE, WOOD FALL SURFACE & SYNTHETIC TURF FALL SURFACE**
(ALL YELLOW MacARTHUR) $______________

**FREEDOM RUN DOG PARK CONCRETE WORK**

**Demolition**
Contractor to remove existing asphalt in area identified for new tactile plates, Saw cut and remove approximately 10 feet of concrete curb. Excavate area for new concrete planter box, flatwork and curbs. Properly dispose of all excavated materials.

**Concrete Work**
**FRC-1**
Contractor to provide, place/compact stone base in areas designated for new curb, form, provide and set reinforcement rods, supply and place concrete to form B 6-12 Curb according per plans and specifications.

Cost of FRC-1 4 lin. ft x $_______per ft = $____________

**FRC-2**
Contractor to provide, place/compact stone base in areas designated for new curb, form, provide and set reinforcement rods, supply and place concrete to form 6” X 12” Barrier Curb according per plans and specifications.

Cost of FRC-2 15 lin. ft x $_______per ft = $____________

**FRC-3**
Contractor to provide, place/compact stone base in areas designated for new flat work, form, provide and set 6x6 #10 reinforcement wire, supply and place 5” thick minimum concrete walks/ ramps with expansion and control joints according per plans and specifications. Contractor to set ADA Tactile plat which will be provided by the owner to the contractor.

Cost of FR3 150 sq. ft x $_______per ft = $____________

S/Gary/Bid//PG Install
3.13.2018 - Page 8 of 19
FRC-4
Contractor to provide approved topsoil and place within curb planter.

Cost of FRC-4 = $______________

**Total cost of Concrete Work FRC-1,FRC-2,FRC-3 & FRC-4 $______________**

TOTAL BID PRICE FOR CONCRETE WORK FREEDOM RUN DOG PARK DEMOLITION and CONCRETE WORK

(ALL YELLOW Freedom Run) $____________

---

GRAND TOTAL BID PRICE ARMSTRONG & MacARTHUR PLAYGROUNDS, CONCRETE WORK AT FREEDOM RUN DOG PARK & PROJECT OWNER ALLOWANCE $7,500.

$__________________________________________________________

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**ALTERNATE ITEM #1 (Additional concrete work at Armstrong Park)**

Contractor to excavate existing turf areas designated on plans to receive new concrete, place and compact stone base, place and finish 5” thick concrete with 6X6 #10 wire and backfill all new concrete according to the plans and specifications. (All final turf restoration by owner)

Cost of ALTERNATE #1 – 1774 sq ft. x $_______ per sq. ft = $______________

**ALTERNATE ADD UNIT PRICING**
Trucking costs to truck and properly dispose woodchip fall surface materials per mile outside of Hoffman Estates Park District Boundary. Dump fees to be paid for by Hoffman Estates Park District $___________/cost per mile

**ALTERNATE ADD UNIT PRICING**
Hauling cost for a six wheel dump truck to haul and dispose of unsuitable soils and or debris outside of Hoffman Estates Park District boundary.

Cost per truck load $_____________________

**ALTERNATE ADD UNIT PRICING**
Cost to provide weather protection over and around proposed new rubber surface including cost to heat space.

Temp weather protection cost $______________
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-17-04 adopted by the Hoffman Estates Park District.


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: ________________________________
FORM 1 – BID

CERTIFICATION

I, ____________________ (Officer), having been first duly sworn on Oath, state 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.

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<th>Category</th>
<th>Subcontractor Name</th>
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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.

<table>
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<tr>
<th>Project/Location</th>
<th>Contract Amount</th>
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Please list all of the equipment you will be using on this specific job.

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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, photosensor 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. ________________________________

__________________________________________________

__________________________________________________.
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 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