

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 **Birch Park Playground Install** 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**

### **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.

**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.**

**The Owner reserves the right to limit the award of items or limit the quantity of work performed under any item. Should a quantity be reduced in any one item, the final quantity shall be no less than 50% of the bid quantity provided on this form of proposal.**

# Birch Playground

## Site Security

The Owner will provide, install and maintain all necessary fencing materials for this project. Contractor shall provide his own lock to lock along owners lock and chain.

## Demolition

The owner will complete all demolition work and remove demolished materials from the site. The contractor will be responsible for removal and disposal of mulch to locations within Hoffman Estates Boundary (map to be provided).

## Installation of Playground Equipment Birch Park

Contractor to install one playground for children 2-5 years old, one 5-12 year old, swing structure with two toddlers and two regular swings, one teeter totter, one adventure glider swing. *For information about the Burke playground equipment being installed call Play Illinois ask for Cheryl Parson at 630-200-8759 or by email at [cparson@playil.com](mailto:cparson@playil.com).* The material cost for the playground equipment for this park project was \$62,850.

**Total Cost to install Birch Playground equipment \$ \_\_\_\_\_**

## Installation of Drainage Pipe

Contractor to locate existing underground outfall structure and extend this conduit using the following materials to provide drainage to proposed playground area

300 lin. Ft. 4" round drainage pipe with fabric sock Cost per lin. ft. \$ \_\_\_\_\_ Total cost \$ \_\_\_\_\_

5 Round Y connectors 5 total x \$ \_\_\_\_\_ per connector = Total cost \$ \_\_\_\_\_

6 Round T connectors 6 total x \$ \_\_\_\_\_ per connector = Total cost \$ \_\_\_\_\_

2 - 4" Round cap 2 total x \$ \_\_\_\_\_ per cap = Total cost \$ \_\_\_\_\_

1 - Connection to existing drainage 1 total x \$ \_\_\_\_\_ per connector = Total cost \$ \_\_\_\_\_

**Total Cost of Birch Park Installation of Drainage Pipe \$ \_\_\_\_\_**

**Wood Fiber Loose Fill Fall Surface and placement and Filter Fabric**

Contractor to supply and place non-woven 32oz filter fabric on sub- 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. *Haul map for dumping spoils is attached.*

Cost of removal of 260 cu yds. at \$ \_\_\_\_\_ per cu yard      total price    \$ \_\_\_\_\_

Cost of 8oz non-woven fabric 6700 sqft at \$ \_\_\_\_\_ per sqft      total price    \$ \_\_\_\_\_

Cost of WFS -2 of 320 cu yds. at \$ \_\_\_\_\_ per cu yard      total price    \$ \_\_\_\_\_

**Total Cost of Birch Park Wood Fiber Loose Fill      \$ \_\_\_\_\_**

**TOTAL COST OF ALL ITEMS TO COMPLETE INSTALL**      \$ \_\_\_\_\_

**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    \$ \_\_\_\_\_

**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      \$ \_\_\_\_\_

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.
- 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

COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Sign and Date)

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL: \_\_\_\_\_

BY: \_\_\_\_\_

**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.

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



## REFERENCES

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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.		
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6.		
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11.		
12.		
13.		
14.		
15.		

HOFFMAN ESTATES PARK DISTRICT  
Hoffman Estates, Illinois

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
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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.

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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.

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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.

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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.

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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