

September 13, 2016

Kelly Rajzer Director Romeoville Parks and Recreation Department 900 W. Romeo Road Romeoville, IL 60446

O'Hara Woods Park Pavilion and Playground Renovation Wight & Company Project No. 01-5561-04 Darien, IL 60561 P 630.969.7000

F 630.969.7979

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2500 North Frontage Road

Wight & Company

wightco.com

Dear Kelly,

On September 13, 2016, a proposals was received for the O'Hara Woods Park Pavilion and Playground Renovation Project. A total of one contractor submitted a bid for this work, please see results below sheet. After reviewing Clauss Brothers Inc. proposal of \$309,788 (including alternate #1 and value engineering for landscape) and discussions with the Romeoville Parks and Recreation Department, we have concluded the proposal pricing to be reasonable.

We have reviewed the proposal forms and found everything in order. Clauss Brothers Inc. has constructed previous projects for Romeoville and continues to produce reasonable references. Please advise us of your decision so we may prepare the AIA contract document and schedule the preconstruction meeting.

Proposal Summary

- GLI Services Base Bid: No Bid
- Clauss Brothers, Inc. Base Bid: \$330,273

Alternate #1(Deduct): -\$15,485 Value engineering landscape: -\$5,000 Total: \$309,788

Please contact me should you have any questions regarding these matters.

Respectfully submitted, Wight & Company

Bob Ijams

Director of Parks & Recreation

BID DATE:	September 13, 2016
BID TIME:	11:00 AM
BID TO:	Romeoville Parks & Recreation Department 900 W. Romeo Road Romeoville, IL 60446
BID FROM:	CLAUSS BROTHERS, INC.
	12N330 SWITZER RD.
	ELGIN, IL 60124
BID FOR:	O'Hara Woods Park Pavilion and Playground Renovation
	A/E Project No. 01-5561-04
THE UNDERSIGNED:	
Acknowledges receipt of:	
Plans and specifi	cations for the Work indicated above.
Addenda: No.	1, dated9/08/16
	dated
	, dated
No.	, dated
cost of the work drawings, specifi perform all work documents and s	d the site of the Work, and having familiarized himself with local conditions affecting the cand with all requirements of the bidding documents including Instructions to Bidders, ications and duly issued addenda as prepared by the architect, the Bidder hereby agrees to and furnish all labor, material and equipment specifically required of him by the bidding such additional work as may be included as related requirements in other Divisions or pecifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described materials and/or services for stated lump sum price.

To hold this Bid open until 60 calendar days after bid opening date.

To accept the provisions of the Instructions to Bidders, AIA General Conditions of the Contract and specifications and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this Bid, and in connection therewith to:

- 1. Furnish all bonds and insurance required by the bidding documents.
- 2. Accomplish the work in accordance with the contract.
- 3. Complete the work within the contract time herein specified.

COMPLETION TIME

The undersigned agrees to commence and bring all Work under the Contract to Final Completion according to the schedule indicated under Section 011000 Summary of Work.

BID DEPOSIT

NOT REQUIRED

BASE BID

For all Base Bid Work, including allowances, and NOT including alternate bids and/or contractor proposed alternates.

TOTAL BASE BID AMOUNT: The sum of: THESE HUNDRED THETY THOUSAND TWO HUNDRED SEVENTY THREE 5 15/100 Dollars (\$ 330, 273.15 ALTERNATE BIDS If the Owner desires to accept any or all of the Alternates to this Bid which are listed below, and further described in Division 01 Section "Alternates" of the Project Manual, the Bidder agrees to add or deduct the sums listed below for the Alternate, adjusting the Base Bid listed above accordingly. (Bidder to fill in amounts) 1. Alternate Bid 1: Eliminate twelve new uplight fixtures: DEDUCT the sum of: FIFTEEN THOUS AND FOVE HUDDED ENTRY FINEOLIARS, (\$ 15,485.00) 2. Alternate Bid 2: Eliminate new fencing, reuse existing: DEDUCT the sum of: THINTY EIGHT THOUSAND SIX HUNDED FIFTY Dollars, (\$ 38,450,00). 3. Alternate Bid 3: Reduce concrete floor restoration work: DEDUCT the sum of: ONE THOUSADD EILHT HOUSED FIFTY Dollars, (\$ 1,850.00 Alternate Bid 4: Eliminate resinous floor in Toilet Rooms: DEDUCT the sum of ONE THOUSAND SU HUNDRED FRENTY Dollars, (\$ 1,620.00 Alternate Bid 5: Eliminate new masonry at fireplace: DEDUCT the sum of: FIFTEEN THOISAND SEVEN HUNDERD Dollars (\$ 15, 700.00). **UNIT PRICES** If incorporated into the Contract, the following units of labor and material shall apply to facilitate changes in the Work, should such changes, additions, or deductions become necessary during the progress of the Work. (Bidder to fill in applicable unit prices.)

Adjustments shall be made on net variations of total quantities based on design dimensions. A unit price shall represent the total cost of a unit of labor and material in place, according to the requirements of the Contract Documents and applicable revisions thereto:

1. Unit Price No. 1: Over-excavate and backfill with structural fill:

The sum of: ONE HONDRED TEN : 25/100	Dollars (\$ 110, 25) per cubic yard (CY)
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BID ACCEPTANCE

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract (AIA Document A101, 2007 Edition) in accordance with the bids as accepted. He will obtain performance and payment bonds with such surety or sureties as the Owner may approve, the cost of which shall be included in the base bid.

The Owner reserves the right to award the contract to its best interests, accept any or all alternates, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period.

REPRESENTATIONS AND CERTIFICATIONS

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

SURETY. I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if requested by the Owner, if my bid is accepted and the contract awarded to me.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently. Without consultation, communication or agreement for the purpose of restricting completion.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to the Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq.

Pursuant to Illinois Revised Statutes, Chapter 48, Section 34s-5, the contractor and each contractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and subcontractors hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever

(including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

BID-RIGGING/BID ROTATING. The undersigned is not barred from bidding on this project as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 38E-4 (Bid rotating) under Article 33E of Chapter 38 of the Illinois Revised Statutes.

The current prevailing wage rates are included in the specifications for reference only. The contractor and subcontractor must pay the prevailing wage rates in effect at the actual time the labor is performed.

CERTIFICATE OF COMPLIANCE WITH ILLINOIS PREVAILING WAGE RATE ACT. Pursuant to the provisions of the Illinois Prevalent Wage Rate Act. (Illinois Rev. Stat. 1989, Ch. 48, Pars 39N. et seq.), contractor hereby certifies that all workers will be paid at the prevailing wage rate as published by the Cook County Department of Labor.

CERTIFICATE OF ELIGIBILITY TO CONTRACT. Pursuant to Section 33 E-11 of the Illinois Criminal Code of 1961 as amended, contractor hereby certifies that neither they nor any of the officers, partners, or owners of this business have been convicted in the past five years of the offense of bid-rigging under Section 33 E-3, nor bid-rotating under Section 33 E-4, nor bribing or attempting to bribe an officer or an employee of the State of Illinois, or made an admission of guilt or such conduct which is a matter of regord.

Initials

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT. Pursuant to Section 3 of the Illinois Drug-Free Workplace Act, having twenty-five or more employees, contractor does hereby certify that they shall provide a drug-free workplace for all employees engaged in the performance of work under this contract by complying with Illinois Drug-Free Workplace Act, and, further certifies that they are not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Initials

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY. Pursuant to Section 2-105 of the Illinois Human Rights Act (775 IL-CS5/2-105), contractor certifies they have a written sexual harassment policy that includes, at a minimum, the following information: (I) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and compliant process available through the Department of Human Rights Commission; (vi) directions of how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Initials

CERTIFICATE REGARDING CONTRACT BROKERS. The contractor must have an organization composed of a minimum of basic trade (i.e. paving trade) which in turn manages and directly employs a labor force exclusively of its own. This labor force shall have a long and continuous employment record with the general contractor at which time they have, own and operate a full line working equipment. This expressly states that "jobbers", "brokers", "storefront" establishments that claim to be general contractors but then sub contract the project to yet another general contractor shall be considered a non-responsive hid.

Initials/

CERTIFICATE OF BIDDERS QUALIFICATIONS. Bidder shall submit to the Architect a completed AIA "Contractor's Qualification Statement: AIA Document A305 (furnished by Bidder), which shall include a certified financial statement, not more than six months old, or other reasonable proof of financial responsibility, which reflects the true financial condition of the firm. Each Bidder must be able to show financial ability to carry on the Work until the first payment and to carry the financing of the Project between payments until the Contract is completed and accepted. Form shall include names and telephone numbers of architects, owners, and contact persons for each project listed (minimum of five projects required)

Signature:					
Respectfull	y submitted this	13	day of _	SEP	TEMBER, 2016.
Type of Fir	m (Bidder to indica	<u>te)</u>			
			_	Individ	ıal
			_	Partners	ship
CORPOR	RATION		_	Corpora	ation
	- 149.		_	Joint V	enture
	CLAUSS BROTHI	ERS, INC.			(Firm Name)
1	2N330 SWITZER	RD., ELGIN	I, IL 601	24	-/
(CORPC	RATE SEAL)			(Address)
8	47-488-0711				_
	1	,			(Telephone Number)
	A III	tur-			
					(Bidder's Signature)
<u>_</u> F	PETER A. STEVE	NSON			
					(Bidder's Printed Name)
<u>_</u> F	PRESIDENT				_
					(Title)
Subscribed	and sworn to me				
this	13	day of	SEF	TEMBE	R, 2016.

OFFICIAL SEAL
SUSAN M MILLER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/12/20
(NOTARY SEAL)

END OF SECTION 004113

DATE: August 30, 2016

PROJECT: O'Hara Woods Park Pavilion and Playground Renovation

NOTES:

- Bidder to complete Section 004150-Schedule of Values and transfer Base Bid Total and Alternates to 004113 Bid Form.
- 2. Bidder is responsible for performing all quantity take-offs necessary to complete the work as drawn and specified.
- The successful bidder will be required to enter into a lump sum contract agreement with the owner. No additional payments will be made due to discrepancies between bidder's estimated quantities and the actual installed quantities to construct the work as drawn and specified.
- 4. This Schedule of Values form will become part of the Contract Documents and will be used as a basis for reviewing the Contractor's Applications for Payment. The Schedule of Values Unit Prices will be used to establish change orders for additions or deductions to the project as approved by the Owner.

SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST	SUBTOTAL
0 & 1	Contracting and General Requirements			The state of the s		
	contracting requirements	1	LS	3,680,00	3,681,00	
	general requirements	1	LS	4, 335.00	4,335.00	
	layout	1	LS	13.055.00	13,055.00	
		Contracting a	ind Gen	eral Requireme	nts Subtotals:	\$21,070.
044300	Stone Masonry					
	granite boulders	19	EA	270.00	5,130.00	
116800	Play Field Equipment and Structures			360	tion Subtotal:	\$ 5,130.00
	modular play structure (purchase)	1	LS	ВуО	wner	
	modular play structure (installation)	1	LS	18,020.00	18,020.00	
	swings (purchase)	1	LS		wner	
	swings (installation)	1	LS	2,115.00	2,115.00	
	baggo	2	EA	730.00	1,460.00	
	baggo (installation)	2	EA	630.00	1,260.00	
129300	Site Furnishings			Sec	ction Subtotal:	22,855.00
127500	bench	2	EA	Rv O	wner	
	trash receptacle	2	EA		wner	
	grills	2	EA		wner	
	O State of the sta				ction Subtotal:	-6-

311000	Site Clearing					
	silt fence	700	LF	4.45	3,255.00	
	temporary construction fence	725	LF	3.40	2,610.00	
	inlet protection	4	EA	190.00	760.00	
	tree protection	115	EA	4.45	764.75	
	tree removal	11	EA	910.00	10,010.00	
	remove & dispose swings	,	EA	945.00	945,00	
	remove & dispose grills	-2	EA	80.00	140.60	
	remove & dispose concrete paving	545	SF	17.55	9564.75	
	remove & dispose concrete curb	125	LF	14.10	1,742.50	
	remove & dispose playground surfacing-mulch	50	CY	51.00	2,550.00	
				Se	ction Subtotal:	32,382.
312000	Earth Moving					
	export excess spoils	₽	CY	15.00	*	
	import topsoil	-c -	CY	20.55	-6-	
	balanced earthwork	215	CY	14.90	3,633.50	
321313	Concrete Paving and Curbs				ction Subtotal:	12,000.0
	concrete paving-playground	1225	SF	10.00	12,250.00	
	concrete paving-baggo	400	SF	10.00	4,000.00	
	concrete paving-pavilion interior-Color	232	SF	40.25	9. 338. 00	
	playground curb	160	LF	28.00	4.480,00	
	thickened edge curb	47	LF	24.70	1.454.90	
	playground ramp	115	SF	14.25	1,638.75	
	phyground rump		1		ction Subtotal:	33,341.4
321816	Playground Protective Surfacing				-	<u> </u>
	play surfacing-fibar	125	CY	43.35	7.918,75	
				Se	ction Subtotal:	7,918,7
329200	Turf and Grasses					,
	seed	735	SY	1.15	845.25	_
	erosion control blanket	880	SY	1.95	1716.00	
				Se	ection Subtotal:	2,541.2
329300			· · · · · · · · · · · · · · · · · · ·			
	shade tree	21	EA	970.00	20, 370. €0 ection Subtotal:	
				Se	ection Subtotal:	20,370.
334100	Storm Utility Drainage Piping					
	storm sewer pipe-6" pvc	120	LF	19.30	2,314.00	
				Se	2,311.00 ection Subtotal:	2,316.
334100	Sub drainage					
	playground inlet	4	EA	745,00	2,950.00	
		•			ection Subtotal:	

Pavilion		hadden Millian Andrews			
Toilet Room Expansion - Men's	1	LS	7825.00	7,825,00	
Toilet Room Expansion - Women's		LS	7825.00	7.825.00	
Security Fencing and Gates		LS	42,900.60	92,900.00	
End Beam Repairs	j	LS	5,550.00	5,550.00	
Louver Replacement at Toilet Rooms	,	LS	12435.00	12,435.00	
Lumber Boards to Close Openings	,	LS	\$,880.00	8.880.00	
Lighting	1	LS	31,945.00		
Tuck-pointing, Brick Repair and Anti-Graffiti	1	LS	15,485.00	15,485,00	
Fireplace Improvements	,	LS	17,430.00	17, 430,00	
Painting throughout	1	LS	14,985.00		
All other pavilion related construction & repairs	1	LS	10,435.00	10,435,00	

Pavilion Subtotal: 175,695,

BASE BID TOTAL 330, 273. 15

Alternate Bid 1: Eliminate twelve new uplight fixtures:

ALTERNATE #1 TOTAL 15,