



**VILLAGE OF LAKE ZURICH
REQUEST FOR PROPOSALS (RFP) TO
REMOVE EXISTING PLAYGROUND STRUCTURE, FOOTINGS, SURFACING &
EDGING, DESIGN, PROCURE AND INSTALL PLAYGROUND EQUIPMENT AND
FALL ZONE MATERIAL
AT JONQUIL PARK**

Dated: January 9, 2023

PROJECT MILESTONES	
Release RFP	Monday January 9, 2023
Deadline for Submission of Proposals	Thursday February 9, 2023
Evaluation of Proposals Begins	Week of February 13, 2023
Award of Contract (tentative)	Tuesday March 21, 2023

Lake Zurich Village Hall
70 East Main Street
Lake Zurich, IL 60047

The Village of Lake Zurich (Village) is requesting proposals to design, provide and install playground equipment and fall zone material in connection with Jonquil Park. The Village will select one

(1) Proposer to provide equipment, materials and installation for the park as outlined in this request.

Scope of Project

This project consists of the removal of existing playground structure, footings, removal of fall protection surfacing and perimeter containment edging, design, procurement and installation of a playground system including fall zone material and perimeter edging at Jonquil Park located at 519 Carolian Drive, Lake Zurich, IL 60047. It is important that the design of the play system shall safely fit within the play area footprint referenced on the last page of this RFP, which is approximately 4,374 square feet. The funding source for this project is through the Capital Improvement Fund. All equipment will be assembled and installed by the Proposer or Proposers representative.

The Village of Lake Zurich requires Proposers to design a play system that meets or exceeds all current federal CPSC, ASTM, IPEMA standards and ADA requirements.

Questions concerning the proposal should be directed to:

Michael Cernock

Village of Lake Zurich General Services Supt.

505 Telser Road

Lake Zurich, IL 60047

847-540-1696 Ex. 8008

Mike.Cernock@LakeZurich.org

The Village of Lake Zurich shall be exempt from any liability for costs incurred by unsuccessful Proposers in preparation of the proposals.

Design Element Guidelines & Play System Specifications

Proposers should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system.

The total dollar amount allocated to the project is \$92,000.00. Any proposals varying more than \$2,000.00 from the budgeted amount in either direction will be rejected.

Required Items:

1. All play system elements must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines.
2. Play system must include engineered wood fiber fall zone material to required minimum depth over play area.
3. Must include recycled plastic perimeter containment edging for the existing play area.

Play System Features in Priority Order:

1. Provide a minimum of one traditional structure and, preferably, one custom designed or non-traditional structure (such as a natural playground, ropes playground, bike playground, etc.) designed for ages 2 to 12 that is ADA accessible with playground safety signage.
2. Provide one swing set which shall have minimum 2 swings for toddlers, 2 swings for infants and an ADA wheelchair swing.
3. Other desired elements include: stand-alone spinner element, transfer tubes, stand-alone climbers, overhead slide track, spring toys, digging toys, etc.

Preferred Play System Qualities:

1. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
2. Play systems that provide shade to users i.e. roofs.
3. Structures and elements should be unique to the Lake Zurich area.
4. Structures should provide a variety of built-in activity panels and climbers.

5. Structures and color themes should suit the natural setting of the park.

Proposal Content

Playground Proposers shall provide a minimum of (2) two designs for each Supplier represented for the park playground.

In the proposal, provide a list of the components proposed for the Jonquil Park play system. Include structure and component model numbers, materials, color choices and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturer's warranty and any other relevant descriptive information. The proposals shall include individual line item costs for the following:

1. Removal and disposal of existing playground structure.
2. Removal and disposal of existing playground footings.
3. Removal and disposal of existing fall protection surfacing, and perimeter containment edging.
4. Procurement and installation of new perimeter containment edging including any landscaping required to match exiting grade.
5. Installation of new fall protection surfacing.
6. Delivery and installation cost of play systems as designed, inclusive of the equipment structures, components, and any associated hardware.
7. Costs associated with audit of completed structure.

Proposals must include complete drawings for each design, specifications and pictures for each component in designs and colors available. A 2-dimensional top view with graphic scale and/or A 3-dimensional depiction of the proposed playground system are preferred. Proposals must include a proposal price for each design presented. The Village reserves the right to reject any and all proposals with or without cause, and to accept proposals which it considers most favorable.

Play system design shall safely fit in the playground area as shown on the site plans (Attachment A).

Proposers are encouraged to be creative in their designs and to maximize the role of unstructured play in their proposals. Proposers may submit proposals from non-traditional type playground structures, if desired, in whole or as components of the overall playground.

Assembly/Installation and Inspection

The play system assembly and installation will be provided and managed by the Proposer. The Proposer must supply direct supervision from manufacturer or supply qualified and certified representative familiar with playground installation. All tools and equipment required to install play equipment shall be provided by the Proposer. The work site shall be protected throughout the delivery and installation process by temporary construction fencing.

A representative of the Proposer is required to conduct a post installation audit with an inspection of equipment and fall protection surfacing upon completion to insure the proper installation of the equipment. If not properly installed, modifications must be submitted in writing to the Village and remedied immediately. The audit expense must be included in the proposal. Co-inspection with the Proposer's representative of assembly and installation work may be conducted by the Village and an independent auditor following installation at the Village's expense. The Proposer shall submit to the Village the manufacturer's certification of compliance and warranty following punch list completion. Upon project completion, Proposer shall provide detailed technical installation instructions and maintenance & operations manuals from manufacturer.

Protection and Restoration of Property

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, pathways, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Proposer except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to

adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets, pathways and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation. The Village of Lake Zurich requests a video log of the project limits prior to any construction.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work while meeting all of the Village of Lake Zurich standards and code requirements or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other Work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to the Proposer for the cost and expenses thereof which bills shall be paid by the Proposer without extra compensation therefore from the Village, upon demand by said owners, or upon demand made by the Village upon the Proposer for the payment thereof.

Warranty

Upon completion of installation, the Proposer must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the Proposer's responsibility to provide to the Village the manufacturer's warranty of installed equipment.

Compliance

All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines as well as the Village of Lake Zurich standards and code requirements. Documentation of compliance must be provided to the Village with the Proposer's proposal.

All equipment must comply with Americans with Disabilities Act (ADA). The designs submitted by the Proposer must incorporate either a transfer platform or ramp in each design when necessary.

The Proposer shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the Village and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. All Proposers must supply a certificate of eligibility to enter into public contracts.

Insurance and Hold Harmless Provision

At the Proposer's expense, the Proposer shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Proposer's operations. The Proposer shall furnish Certificates of Insurance to the Village before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the Village of Lake Zurich and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". If requested, the awardee of this proposal will give the Village a copy of the insurance policies. The policies must be delivered to the Village within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Proposer shall include the Village as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the Village pursuant to this project. All insurance premiums shall be paid without cost to the Village.

The Proposer agrees to indemnify and hold harmless the Village of Lake Zurich, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the Village of Lake Zurich for damages because of bodily injury, including death at any time resulting there from sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Proposer or his Subcontractors. The Proposer shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the Village of Lake Zurich and its employees.

- (5) The Proposer must provide an original Certificate of Product Liability Insurance with Village named as certificate holder for a minimum of \$10,000,000 coverage.

Proposal Submittal

Sealed proposals must be submitted to Lake Zurich Village Hall by **10:00 a.m. CT, Thursday February 9, 2023** and must be addressed as follows:

Proposal for Village Project- Jonquil Park Playground
Attn: Bonnie Caputo, Recreation Director
Lake Zurich Village Hall
70 East Main Street
Lake Zurich, IL 60047

Sealed proposals may be either mailed or hand delivered. If the proposal is sent by mail, the vendor shall be responsible for actual delivery of the proposal to the proper office before deadline. All proposals received after the date and time specified will be rejected. Faxed and emailed responses will not be accepted – **all faxes and emailed responses received will be rejected.**

Please be advised that all proposals submitted in response to this RFP may be subject to the Freedom of Information Act (FOIA).

All proposal amounts shall be guaranteed for not less than sixty (60) days after the proposal submittal deadline date.

Each proposal must be accompanied by a Certified Check, Cashier's Check, or Proposal Bond payable to the Village of Lake Zurich, Illinois, in an amount not less than ten percent (10%) of the total proposal amount. The successful Proposer shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the proposal amount. Workmen's Compensation, Comprehensive General Liability, and Transportation insurance and insurance certificates shall be provided by the successful Proposer.

No proposal may be withdrawn within a period of sixty (60) days after the proposal opening date. Prices shall include delivery f.o.b., freight paid by the proposer to the jobsite.

The Proposer must submit a presentation board, Two (2) hard copies and one (1) electronic copy, on a CD, of the proposal to the address listed above. All Proposals must comply with the specifications and guidelines provided in this document.

Evaluation and Selection Process

Proposals will be evaluated by a selection committee based on the following criteria:

1. ADA, ASTM, IPEMA & CPSC compliance
2. Proposal addresses design guidelines and specifications
3. Quality of design, play value and target demographic
4. Quality and durability of equipment
5. Uniqueness of equipment and "Green" materials/construction
6. Reputation and reliability of manufacturer
7. Fees
8. Overall quality of Proposal

Following the review and evaluation of all RFP submittals, an interview and/or presentation may also be requested to aid in the selection.

The award will be made to the qualified Proposer whose proposal is deemed most advantageous to the Village. Unsuccessful Proposers will be notified in writing as soon as possible.

The successful Proposer will be required to (a) provide and enter into a fully signed contract in writing with the Village of Lake Zurich covering matters and things as are set forth in the Proposal Package; (b) execute a bond necessary for surety acceptable to the Village of Lake Zurich in the amount of one hundred percent (100%) of the full contract price and to be conditioned for the faithful fulfillment of the contract for the payment of all labor and materials used in the Work and to include the protection of the Village from all liens and damages arising out of the Work; (c) carry insurance acceptable to the Village covering public liability, property damage and workers compensation; and (d) pay workers in accordance with the Federal prevailing wage attached hereto.

Payment

Payment for equipment and materials associated with the project will be sent within sixty (60) days after delivery, assembly/installation, and safety auditing of the play system have been completed.

Any objections to published specifications must be filed in written form with the Village Hall prior to the RFP due date of **by 10:00 a.m. CT, Thursday February 9, 2023**. If it becomes necessary to revise any part of this RFP, an addendum will be provided to all respondents who have already submitted a proposal.

