



June, 2019

Dear Potential Bidder:

The Champaign Park District is requesting bids for the removal of flooring tile and mastic, containing asbestos, located at the Douglass Annex – 804 N. Fifth St., Champaign IL 61820.

Sealed bids shall be delivered or mailed to Bret Johnson, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821 **by 1:00 p.m. prevailing time on Thursday, June 27, 2019**. Sealed bid packets shall be clearly marked with the words: “**Bid Document: ASBESTOS REMOVAL**”, along with the bidder’s name and address, on the outside of the envelope.

When submitting your sealed bid, please make sure to enclose the following:

1. Bid Form (page 6)
2. Commitment to Engage in Affirmative Action Practices (page 7)
3. Affirmative Action Contractor’s Compliance Report (pages 8-9)

If you have any questions regarding the areas, or any of the enclosed information please contact me at 217-819-3850, 7:30 a.m. to 4:00 p.m., weekdays, or [bret.johnson@champaignparks.com](mailto:bret.johnson@champaignparks.com)

Sincerely,

Bret Johnson  
Grounds & Maintenance Supervisor

Enc.

**Champaign Park District**  
706 Kenwood Road  
Champaign, Illinois 61821-4112  
217.398.2550 Phone  
217.355.8421 Fax  
[www.champaignparks.com](http://www.champaignparks.com)

**Park Commissioners**  
Craig W. Hays  
Barbara J. Kuhl  
Timothy P. McMahon  
Kevin J. Miller  
Jane L. Solon

**Officers**  
Cindy Harvey, *Secretary*  
Guy C. Hall, *Attorney*  
Donna Lawson, *Treasurer*  
Joseph C. DeLuce, *Executive Director*

## Champaign Park District: Request for Bids for Asbestos Removal at the Douglass Annex

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### SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Invitation to Bid: The Champaign Park District is soliciting bids to remove flooring tile and underlying mastic, containing asbestos. The Contractor shall provide all equipment, labor, materials and supervision necessary to accomplish the abatement.
- 1.02 Due Date: Sealed bids shall be delivered or mailed to **Bret Johnson, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, by 1:00 p.m. prevailing time on Thursday, June 27, 2019** at which time bids will be opened and publicly read. Late bids and facsimile copies will not be accepted.
- 1.03 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions, specifications and requirements of work to be completed. Failure to do so will be at the bidder's risk and they cannot secure relief on the plea of error.
- 1.04 Submission of Bid: All bids shall be submitted on the Bidder's Response Form (6) and accompanied by requested information (Pages 7-9) including the Champaign Park District Commitment to Engage in Affirmative Action Practices form. All blank spaces shall be properly filled in, in ink or typewritten, in both words and figures, and with no other conditions, changes, erasures or interlineations. Bids shall be signed and executed by a principal duly authorized to make contracts.

Bids shall be enclosed in an envelope sealed and clearly marked with the words: **"SEALED BID: ASBESTOS REMOVAL."** The bidder shall put their name and address on the outside of the envelope. The Champaign Park District shall not be responsible for the premature opening of bid envelopes, which are not properly filled out in accordance with the instructions.

- 1.05 Awards Criteria: Award will be to the low responsible bidder, if all other requirements are satisfactorily met. The Champaign Park District reserves the right to reject any and all bids, waive technicalities and irregularities and/or to award the contract only to a bidder who is equipped, competent and experienced in the class of work and whose bid is deemed to be advantageous to the interests of the Champaign Park District. Where there are tie bids, there shall be a preference for "local bidders".
- 1.06 Rejection of Bids: The Park District reserves the right to reject any bids, all bids, or any part of a bid. The Park District reserves the right to reject the bid of any bidder who previously failed to perform adequately for the Park District or any other governmental agency or company.
- 1.07 Waiver of Informalities: The Park District reserves the right to waive informalities or technicalities in bids.
- 1.08 Withdrawal: Bidder may make a written request to modify or withdraw the offer at any time prior to the opening. Bids may not be modified after submittal or withdrawn or modified after bid opening. Withdrawal of bids will be allowed if award of contract has been delayed more than 60 days, after date of actual bid opening.
- 1.09 Inquiries: Questions and comments regarding this solicitation should be directed to **Bret Johnson, at Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois 61821 or by calling 217-819-3850**. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible bidders. Only written answers to the questions shall be binding.

### SECTION II. TERMS AND CONDITIONS

- 2.01 Definitions: *Owner* shall mean the Champaign Park District. *Contractor* shall mean party of the second part to this contract, acting directly or through his or its legal representative(s) or agent(s).

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*Subcontractor* shall mean persons, firms or corporations having a direct contract with the contractor, and those who contract to furnish labor or labor and materials at the site of the project.

- 2.02 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bid, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order requiring signatures of the Champaign Park District and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.03 Payments: Contractor shall submit invoice to the District (ATTN: Bret Johnson) by the 1<sup>st</sup> Friday of the month. Payment will be monthly after Board approval of the bills, which is the 2<sup>nd</sup> Wednesday of each month. Invoice must include district issued purchase order number.
- 2.04 Taxes: The Champaign Park District is exempt from any taxes imposed by State and/or Federal Government. Exemption certificates will be provided upon request.
- 2.05 Cancellation/Termination: The Park District may cancel this contract without cause at any time by giving thirty (30) days written notice to the contractor. The Park District may cancel this contract with cause at any time by giving one week's written notice to the contractor. Cancellation for cause shall be at the discretion of the Park District and shall be, but is not limited to, failure to supply services specified within the time allowed within the terms, conditions or provisions of this contract. The successful bidder may not cancel without prior written consent of the Executive Director.
- 2.06 Compliance or Deviation to Specifications: Bidder hereby agrees that the products offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions for Specification", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive.
- 2.07 Compliance with Ordinances and Statutes and Notice of Special Conditions: Every bidder shall comply with the requirements of the Affirmative Action Regulations of the Champaign Park District, Illinois Fair Employment Act, Equal Opportunity regulations and other Federal and State of Illinois regulations and guidelines applicable to the contract.
- 2.08 Assignment and Subcontracts: The Contractor shall not assign this contract or any part thereof without written consent of the Park District, nor shall the Contractor award any work under this contract to any subcontractor without prior written approval from the Director of Operations & Planning or the Executive Director. Nothing contained in the contract documents shall create a contractual relation between any subcontractor and the Owner.
- 2.09 Independent Contractors: Notwithstanding any other provision of this Agreement, the relationship between Park District and The Contractor is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint venturers between the Parties. In addition, The Contractor may from time-to-time hire person(s) to perform labor and other services for it, and any such person(s) shall not be construed to be an employee of or contractor with the Park District in any manner whatsoever. Furthermore, The Contractor does hereby acknowledge its obligations and shall remain responsible for the payment of all withholdings, insurance or other amounts as may be required by law in connection with its hiring or contracting with any such person(s), and shall in all respects hold Park District harmless from and indemnify it for the payment of any such amounts.
- 2.10 Hold Harmless and Indemnification: Park District shall indemnify, defend and hold harmless the Contractor and any of its directors, officers, employees, agents, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against The Contractor that arises solely from an act, failure or omission on the part of Park District or any of its

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commissioners, officers, employees, agents, volunteers and representatives in carrying out of the terms of this Agreement.

The Contractor shall indemnify, defend and hold harmless the Park District and any of its commissioners, officers, employees, agents, volunteers, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the Park District that arises solely from an act, failure or omission on the part of The Contractor or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

- 2.11 Insurance: The Contractor shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$2,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by The Contractor shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of The Contractor's insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded The Contractor. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from The Contractor. In such event, The Contractor shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that The Contractor may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

The Contractor shall provide a certificate of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter. Note that all limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis:

- A. Workers' Compensation :
  - 1. State Statutory
  - 2. Applicable Federal Statutory
- B. Comprehensive General Liability:
  - 1. Bodily Injury (including completed operation and products liability) and Property Damage: \$2,000,000 Each Occurrence, \$2,000,000 Annual Aggregate or a combined single limit of \$2,000,000
  - 2. Property damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
  - 3. Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$2,000,000
  - 4. Each Occurrence Property Damage: \$2,000,000
  - 5. Each Occurrence \$2,000,000 Annual Aggregate
- C. Comprehensive Automobile Liability:
  - 1. Bodily Injury: \$2,000,000 Each Person and \$2,000,000 Each Occurrence
  - 2. Property Damage: \$500,000 Each Occurrence or combined single limit of \$500,000

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- 2.12 Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure to execute and deliver the contract and bond required within ten (10) days after he/she has received notice for the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid and in addition thereto, shall be liable for such damages as the Other may sustain by reason of such refusal.
- 2.13 Time of Completion and Liquidation Damages: Bidder shall agree to commence within five (5) days after award of contract and to fully complete the project with ten (10) consecutive calendar days thereafter unless prevented by adverse weather, or schedule conflict with District programming, or to pay, as liquidated damages, the sum of \$50.00 for each consecutive calendar days thereafter.
- 2.14 Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of the power of attorney.
- 2.15 Bid Rigging or Bid Rotating: The bidder by affixing his or her signature to the bid, certifies that he/she has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- 2.16 Sexual Harassment Policy: Vendor certifies that is has a written sexual harassment policy that includes the following information:
- A. The illegality of sexual harassment.
  - B. The definition of sexual harassment under State Law.
  - C. A description of sexual harassment utilizing examples.
  - D. The Vendors internal complaint process including penalties.
  - E. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Equal Employment Opportunity Commission.
  - F. Protection against retaliation against a person because he or she has opposed that which he or she reasonably and in good faith believes to be sexual harassment or because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceedings or hearing under the Illinois Human Rights Act or any other civil rights statute.
- A copy of the policies shall be provided to the District upon request.
- 2.17 Protest: If bidder objects to any provision of the bid, believes the Champaign Park District improperly rejected your offer, or believes the selected offer is not in the Champaign Park District's best interests, bidder may submit a written protest within five (5) days after the opening. Owner will consider only written protests that are properly and timely filed with the District. Owner will issue a written decision and that decision is final.

### **SECTION III. SPECIFICATIONS**

- 3.01 Scope of Work:
- A. Location: **Douglass Annex, 804 N. Fifth St., Champaign, IL 61820.**  
  
Areas within the building: **Hallway, 2 restrooms, storage room, kitchen, activity room, & office closet (see attached floor plan diagram)**
  - B. Removal of approximately 2,100 sf of 12"x12" floor tile and underlying mastic containing asbestos (bottom layer). Work also includes the removal of non-asbestos 12"x12" floor tile and mastic (top layer).
  - C. Removal of approximately 260 sf of single layered 12"x12" floor tile and underlying mastic from a storage room.
  - D. Tiles shall be removed using the non-friable inferred heat method.
  - E. All work must be performed under NESHAP regulations.

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- F. Removal of asbestos from all concrete, within the specified area.
- G. Must be an IDPH-licensed asbestos abatement contractor, employing EPA/AHERA-accredited, IDPH-licensed asbestos works and supervisors.

### 3.02 Timing

- A. Work must commence during the week of August 12, 2019

### 3.03 Protection of Work Site:

- A. The Contractor shall protect from damage all property that may be damaged as a result of work.
- B. The Contractor shall provide and maintain appropriate barriers, fencing, warning devices, supervision or measures to effectively protect the public, District employees, and Contractor's employees from injury or harm resulting from this work. The Contractor is explicitly warned that if work is necessary while the site or adjacent sites are being used by District program participants or residents, children, as well as individuals that are affected by physical or mental impairments, site protection may be required.
- C. Contractor shall provide and maintain protection to surrounding planting areas to eliminate damage due to chemical run-off.

### 3.04 Workmanship:

- A. All work shall be accomplished by craftsmen that are highly skilled and thoroughly trained in work being performed.

### 3.05 Unknown Conditions:

- A. The Contractor shall immediately report all discovered conditions that may adversely affect the outcome of the work.

### 3.06 Site Cleanup:

- A. During construction, all debris and excess materials shall be stored in such way as to be contained within the work site.
- B. Upon project completion, the site shall be left free of all debris, excess materials, tools and equipment, and ready to use.

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**BIDDER'S RESPONSE FORM**

Bidder shall provide all labor, materials, and equipment in accordance with the specifications listed previously regarding the removal of asbestos from the **Douglass Annex, 804 N. Fifth St., Champaign, IL 61820**. The bidder States that he/she has visited the site and familiarized their selves with the conditions that affect cost of work, including square footage.

**BID AMOUNT \$** \_\_\_\_\_

Insurance Statement: By signing the bid documents, bidder hereby certifies that the bidder had reviewed and understands the insurance coverage requirements specified in the Bid specification. Should the bidder be awarded the contract for work, bidder further certifies that the bidder can meet the specified requirements, agrees to name the Park District as an additional insured for the work specified, and submit the Certificates of Insurance providing coverage as specified within ten (10) calendar days of award of contract.

I hereby certify that I am duly authorized to sign as a representative for the contractor submitting the attached bid to the Champaign Park District, and that they have read, fully understand, and accept the items detailed in this bid.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SUBMITTED BY:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Authorized Agent (print or type)

\_\_\_\_\_  
Signature of Authorized Agent

FIN or SS # \_\_\_\_\_

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**COMMITMENT TO ENGAGE IN AFFIRMATIVE ACTION PRACTICES**

A. The undersigned bidder/contractor/supplier/vendor understands and agrees:

It is the policy of \_\_\_\_\_ *(name of company)* that all applicants for employment and all employees be recruited, hired and assigned on the basis of merit without discrimination because of race, creed, color, national origin, sex, age or disability. The employment practices of this company have been and will continue to be such as to insure that all employees are treated equally and that no distinctions are made in rates of pay, benefits or opportunities for advancement.

Therefore employment of individuals, their assignment to jobs, their transfers and their promotions shall be determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, creed, color, national origin, sex, age or disability.

All management and supervisory personnel shall continue to take positive action to insure that all principles and objectives of the affirmative action program are complied with to carry out the provisions of the laws governing non-discrimination in employment.

B. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the park district upon request written evidence of the effectiveness of the above-required practices, policies and goals.

C. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the park district upon request statistical data concerning employee composition or membership composition by race, color, sex, age, disability and job description.

D. The undersigned bidder/contractor/supplier/vendor understands and agrees: to distribute copies of the above commitment (A) to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective job applicants or members.

E. The undersigned bidder/contractor/supplier/vendor understands and agrees: to require any subcontractor to submit to the District a written commitment with who he/she contracts with in the amount of \$5,000.00/Sub-Contract or \$1,000.00/Supplier/Vendor (per purchase or in accumulated amount in any fiscal year of the District) or more to engage in Affirmative Action practices.

I certify that I have answered all the foregoing questions and provided all the foregoing information correctly and truthfully to the best of my knowledge and ability.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

*All information provided the Champaign Park District will be held in strictest confidence.*



**Champaign Park District: Request for Bids for Asbestos Removal at the Douglass Annex**

**AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT**

**Part I: Identification**

1. Company's main office address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Federal employer's identification number: \_\_\_\_\_

2. In what capacity would the company do business with the park district?  
 Contractor     Sub-contractor     Vendor     Supplier     Other \_\_\_\_\_

3. Major activity of company (principle product or service). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Is the company presently pre-qualified to do business with the park district or other local and/or state government?  
 Yes  No      *If yes with what agency(ies)?* \_\_\_\_\_

5. During the last 12 months has the company performed business with any governmental agency federal, state, county, municipal, school districts, etc.)?  
 Yes  No      *If yes with what agency(ies)?* \_\_\_\_\_

**Part II: Policies and Practices**

A. Is the company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, religion, sex, national origin or ancestry, age or disability?  
 Yes  No

B. Has the company developed a written affirmative action policy?  
 Yes  No      *If yes, a copy of the policy shall be provided to the District upon request.*

C. Does the company have an affirmative action officer or person responsible for affirmative action?  
 Yes *If yes, please complete.*       No

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

D. Does the company have bargaining agreements with employee organizations?  
 Yes  No

*If yes, have such organizations been notified of the company's responsibility to comply with the Champaign Park District's affirmative action program?*  
 Yes       No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT (CONTINUED)**

- E. Has the company notified all of its sub-contractors of their obligations to comply with the Champaign Park District's affirmative action program?  
 Yes       No

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part III: Personnel Inventory**

| Occupations                        | White |        | Black |        | Hispanic |        | Other |        |
|------------------------------------|-------|--------|-------|--------|----------|--------|-------|--------|
|                                    | Male  | Female | Male  | Female | Male     | Female | Male  | Female |
| Officials & Managers               |       |        |       |        |          |        |       |        |
| Professionals                      |       |        |       |        |          |        |       |        |
| Technical                          |       |        |       |        |          |        |       |        |
| Sales Workers                      |       |        |       |        |          |        |       |        |
| Office & Clerical                  |       |        |       |        |          |        |       |        |
| Crafts (skilled)                   |       |        |       |        |          |        |       |        |
| Operatives (semi-skilled)          |       |        |       |        |          |        |       |        |
| Laborers (unskilled)               |       |        |       |        |          |        |       |        |
| Service Workers                    |       |        |       |        |          |        |       |        |
| Apprentices (blue collar)          |       |        |       |        |          |        |       |        |
| On the job trainees (blue collar)  |       |        |       |        |          |        |       |        |
| On the job trainees (white collar) |       |        |       |        |          |        |       |        |
| Totals                             |       |        |       |        |          |        |       |        |

The undersigned bidder/contractor/vendor/supplier has analyzed the workforce and submits the following workforce figures. The Champaign Park District will hold all information in the strictest confidence.

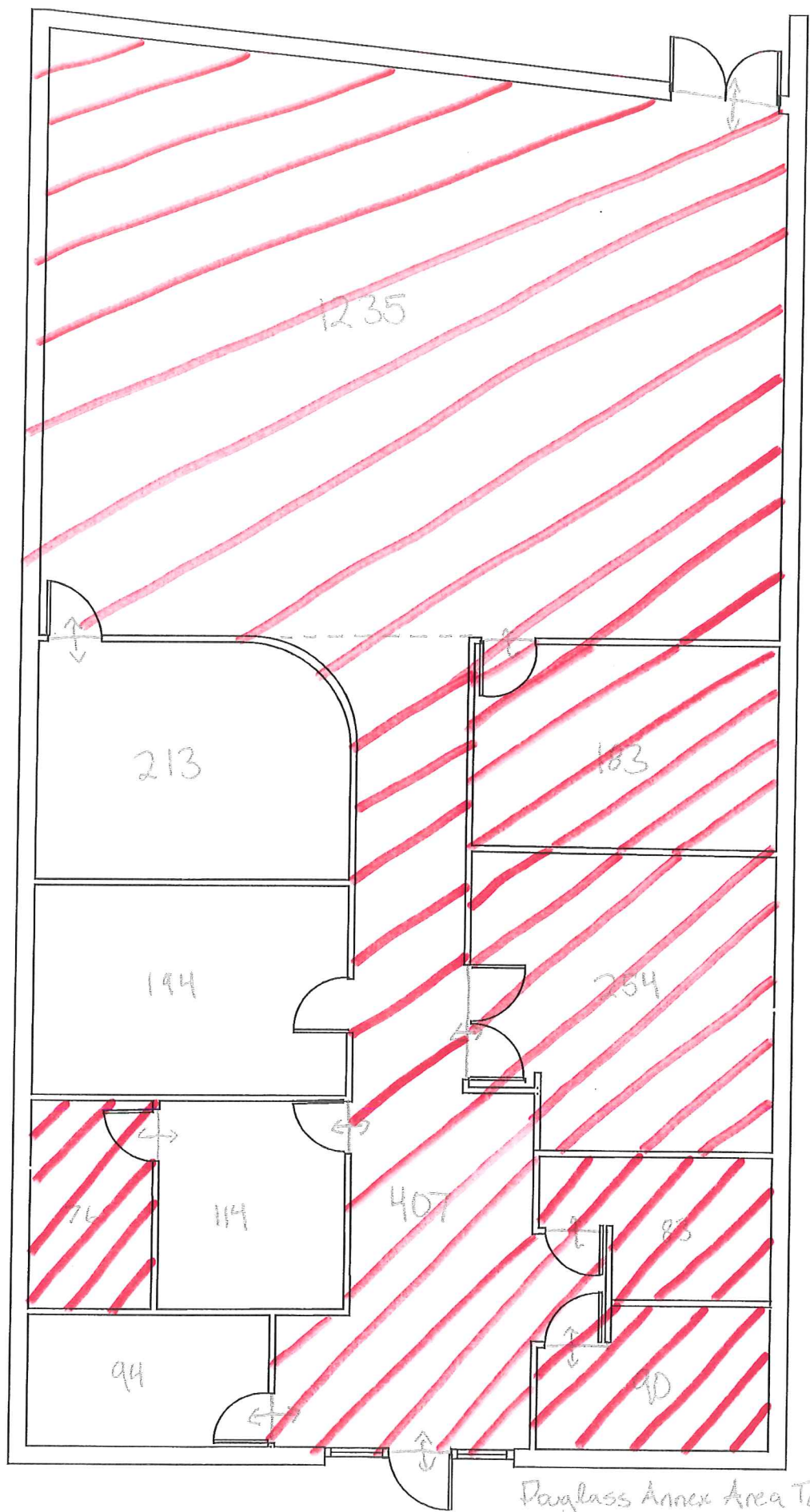
- Above employee figures were obtained from:  
 Visual check       Employment records

\_\_\_\_\_  
 Signature of Authorized Agent

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Telephone Number



Dayglass Annex Area Takeoffs in S.F.  
180201