

## Champaign Park District: Request for Bids for Backstop Overhangs at Dodds Park 4-Plex

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September 26, 2021

Dear Potential Bidder:

The Champaign Park District is requesting bids for the installment of backstop overhangs (hoods) on four existing backstops at Dodds Park. Enclosed is a copy of the bid information.

A pre-bid meeting will be held Thurs. Oct. 7<sup>th</sup> at 1:00 pm, prevailing time. Please note that the Dodds 4-plex is generally locked to public use except during ball field use.

Sealed bids shall be delivered or mailed to **Daniel Olson, Director of Operations, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821** by **11:00 A.M.** prevailing time on **Tuesday, October 19, 2021**. Bid packets shall be clearly marked with the words: **"Sealed Bid: Backstop Overhangs at Dodds Park"**, 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 Bond
2. Bid Forms
3. Commitment to Engage in Affirmative Action Practices, and
4. Affirmative Action Contractor's Compliance Report

If you have any questions regarding the information enclosed, please contact me at 217-819-3812, 7:30 a.m. to 4:00 p.m., weekdays.

Sincerely,

Daniel J. Olson  
Director of Operations  
Champaign Park District  
dan.olson@champaignparks.org  
(217) 819-3812

**SECTION I. INSTRUCTIONS TO BIDDERS**

- 1.01 Invitation to Bid: The Champaign Park District is soliciting bids to install **Backstop Overhangs to four (4) fields and a shade structure to one (1) field**. The Contractor shall provide all equipment, labor, materials and supervision necessary to accomplish the preparation, protection, refurbishment and cleanup as specified.
- 1.02 Due Date: Sealed bids shall be delivered or mailed to **Daniel Olson, Director of Operations, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, by 11:00 A.M. prevailing time on Tuesday, October 19, 2021** 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 Sheet and accompanied by requested information 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: BACKSTOP OVERHANGS AT DODDS PARK.**" 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 Award: 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 "in-state 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 **Daniel Olson, Director of Operations, at Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois 61821 or by calling 217-819-3812**. 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.
- 1.10 Bid Bond: Bidder must submit as a bid surety a bid bond equal to 10% of the construction contract as a proposal guarantee in conformity with Illinois Statutes.

## **Champaign Park District: Request for Bids for Backstop Overhangs at Dodds Park 4-Plex**

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- 1.11 Performance Bond: The successful bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the construction contract awarded and payment of all obligations thereunder. Bond form shall be A1A-311 or equivalent acceptable to the District. Failure to supply required bonds within ten (10) days after the bid acceptance, or within such extended period as the District may grant, shall constitute a default, and the District may award the contract to the next responsible bidder or elect to re-advertise the bid. A defaulting bidder may be deemed liable for the difference between the bid originally accepted and that amount for which an award is subsequently executed.

### **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). *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: Daniel Olson) 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 and contractor shall comply with the requirements of the Affirmative Action Regulations of the Champaign Park District, Illinois Fair Employment Act, Equal Opportunity regulations, the Employment of Illinois Workers on Public Works Act, 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 or the Executive Director. Nothing contained in the contract documents shall create a contractual relation between any subcontractor and the Owner.

## **Champaign Park District: Request for Bids for Backstop Overhangs at Dodds Park 4-Plex**

- 2.09 **Indemnification:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs) arising out of or resulting from the Contractor's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.
- 2.10 **Insurance:** The Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims or damages because of bodily injury, including death, and all property damage, including without limitation, which might arise during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them, and no work shall be commenced until all required insurance has been approved by, and certificates naming the Park District as an additional insured delivered to the Park District.
- Contractor shall maintain minimum limits of insurance no less than:
- (a) Workman's Compensation & Employers Liability in accordance with the statutes of the law
  - (b) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal and property damage
  - (c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage
- 2.11 **Bid Security:** Each bid must be accompanied by a certified cashier's check, certified check, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the total bid. Such cash, checks, or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date for the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his/her bid.
- 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 Owner may sustain by reason of such refusal.
- 2.13 **Time of Completion and Liquidation Damages:** Bidder shall agree to commence within fifteen (15) days after award of contract and to fully complete the project with forty-five (45) consecutive calendar days thereafter unless prevented by adverse weather, or schedule conflict with District programming.
- 2.14 **Security of Faithful Performance:** Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds in the amount of the contract as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract, furnishing materials in connection with this contract, as specified in the General Conditions, specifications included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

## **Champaign Park District: Request for Bids for Backstop Overhangs at Dodds Park 4-Plex**

- 2.15 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.
- 2.16 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).
- 2.17 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.

- 2.18 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**

#### **GENERAL**

- 3.01 This contractor shall provide all labor, materials, equipment, and supervision to install four (4) overhangs (hoods) to the existing ballfield backstops with a new black colored fused vinyl coated fence, and one shade screen onto one of the backstops as described herein.
- 3.02 All work shall be completed in best workmanlike manner by skilled mechanics in the field.
- 3.03 Contractor shall warranty materials and workmanship for a period of one year from date of substantial completion.
- 3.04 Contractor shall remove and properly dispose of existing fencing parts off site. Backfill any ruts or damage to surrounding areas once work is completed.
- 3.05 Final payment will be made after completion and acceptance of the project by the Director of Operations.

#### **MATERIALS**

- 3.06 A total of twenty-four (24) overhang panels of fencing shall be installed. Each panel being approximately ten (10) feet wide and five (5) feet tall. That total breaks into six (6) panels of fencing, per field (four fields total). Bidder is responsible for accurately measuring the amount of material needed.
- 3.07 Fence fabric shall be No. 9 gauge galvanized wire, before vinyl coating is applied, to form a continuous chain link fabric having a 2-inch mesh.
- 3.08 Both top and bottom edges of fencing shall have a knuckled finish.

## **Champaign Park District: Request for Bids for Backstop Overhangs at Dodds Park 4-Plex**

- 3.09 Fence fabric shall be hot dip galvanized after weaving to produce a zinc coated bare wire surface, ASTM A392.
- 3.10 The wire in the completed fabric shall stand a tensile strength test of 75,000 pounds per square inch for No. 9 gauge, after galvanizing.
- 3.11 All posts and other appurtenances shall be galvanized in accordance with ASTM A128 before fused vinyl coating is applied.
- 3.12 The weight of the zinc coating per square foot of actual surface shall not be less than 1.8 ounces.
- 3.13 Rails shall be provided at the top, bottom, and edges of all sections.
- 3.14 Rails and braces shall be schedule 40 pipe having an outside diameter of 1.660 inches and a weight of 2.270 pounds per foot before fused vinyl coating is applied.
- 3.15 All tension bars, steel bands ties and other fastening devices shall be galvanized and vinyl coated. Where factory fused vinyl coating is unavailable a painted vinyl coating shall be employed.
- 3.16 Tension bars shall be galvanized ¼ inch x ¾ inch steel, pressed steel bands shall be galvanized 11 gauge, and ties shall be 9 gauge steel wire. All dimensions before fused vinyl coating is applied.
- 3.17 All miscellaneous fittings necessary to make a completer installation and not otherwise called out shall be hot dipped galvanized in conformance with ATSM A153 steel wire and receive two coats of field applied vinyl coating.
- 3.18 One (1) 20 foot by 10 foot shade cloth shall be affixed to one of the backstops, covering the tallest two panels of fencing (not including overhangs) directly behind home plate. Contractor and owner will discuss which field to place shade cloth.
- 3.19 Shade cloth shall be a knitted UV resistant HDPE material, black in color and have a shade factor of 90% and have reinforced hems.
- 3.20 Shade cloth grommets shall be placed every twenty-four (24) inches and shall be hung with manufacturer's recommended cable ties.

### **EXECUTION**

- 3.21 to the best extent possible, posts shall be placed to conform to the lines of the existing fence.
- 3.22 Vinyl coated caps shall be installed where necessary.
- 3.23 Attach fence fabric to line posts, top, bottom, and intermediate rails (if used) with 9 gauge vinyl coated steel wire ties 12 inches apart.
- 3.24 Fence fabric shall attach to existing rail at the top of the backstop.

### **INSTALLATION OF RAILS AND BRACES**

- 3.25 Top rail shall pass through base of post top and form a continuous brace end to end of each stretch of fence.
- 3.26 Braces shall be securely fastened to posts by means of pressed steel connections and trussed from the line posts back to end or corner posts with 3/8 inch round rod.

## **Champaign Park District: Request for Bids for Backstop Overhangs at Dodds Park 4-Plex**

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### UTILITIES

- 3.27 Contractor is responsible for notifying J.U.L.I.E. before work begins to locate all existing utilities. The Park District will locate in-house utilities to within 6 feet either side of a painted line. Both the Park District and J.U.L.I.E. require a 48 hour notice before work begins to locate utilities. Damage to utilities cause by the contractor shall be repaired to the satisfaction of the owner at the sole expense of the contractor.

### PRODUCT

- 3.28 Finished product shall provide a complete, black, vinyl coated, fence installation with all necessary fittings and devices for a complete and finished installation.
- 3.29 Finished product shall also provide one (1) 20' X 10' sun shade cloth as specified.
- 3.30 The site will be left clean and free of all debris, equipment and tools associated with the work.



**Champaign Park District: Request for Bids for Backstop Overhangs at Dodds Park 4-Plex**

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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 ensure 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 ensure 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 Backstop Overhangs at Dodds Park 4-Plex**

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**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)?* \_\_\_\_\_

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: \_\_\_\_\_

C. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Champaign Park District: Request for Bids for Backstop Overhangs at Dodds Park 4-Plex**

**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