



September 30, 2022

Dear Potential Bidder:

The Champaign Park District is soliciting bids to install a flagstone walkway with retaining walls and make repairs to existing flagstone retaining walls in Lindsay New American Gardens. The Contractor shall provide all equipment, labor, materials and supervision necessary to accomplish the preparation, protection, removal, installation and cleanup as specified. Enclosed is a copy of the bid information. Complete bid packets and addendum (if issued) can be accessed at <https://champaignparks.com/bids-rfps/>.

Sealed bids shall be delivered or mailed to Erin Dietmeier, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821 on or before 1:00 p.m. Tues. Nov. 1, 2022 at which time bids will be read aloud. **A pre-bid meeting will be held on Tuesday, October 18, 2022 at 9:00 a.m. at Lindsay Garden.** Sealed bid packets shall be clearly marked with the words: "Sealed Bid: Lindsay Gardens Walkway", 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. Bidders Reponse Form (page 7)
2. Commitment to Engage in Affirmative Action Practices forms (pages 8-10)

If you have any questions regarding the specifications, please contact Erin Dietmeier at (217) 819-3842 or e-mail erin.dietmeier@champaignparks.org.

Sincerely,

Erin Dietmeier
Horticulture Supervisor
Champaign Par District

Enc.

Champaign Park District
706 Kenwood Road
Champaign, Illinois 61821-4112
217.398.2550 Phone
217.355.8421 Fax
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Park Commissioners
Craig W. Hays
Barbara J. Kuhl
Timothy P. McMahon
Kevin J. Miller
Jane L. Solon

Officers
Jarrod Scheunemann, *Secretary*
Guy C. Hall, *Attorney*
Brenda Timmons, *Treasurer*
Joseph C. DeLuce, *Executive Director*

Champaign Park District: Request for Bids for Lindsay Gardens Walkway

SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Invitation to Bid: The Champaign Park District is soliciting bids to install a flagstone walkway with retaining walls and make repairs to existing flagstone retaining walls in Lindsay New American Gardens, located west of the Champaign-Urbana Special Recreation Center, 2112 W. Sangamon Drive, Champaign IL. The Contractor shall provide all equipment, labor, materials and supervision necessary to accomplish the preparation, protection, removal, installation and cleanup as specified.
- 1.02 Due Date: Sealed bids shall be delivered or mailed to **Erin Dietmeier, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, by 1:00 p.m. prevailing time on November 1, 2022** at which time bids will be opened and publicly read. Late bids and facsimile copies will not be accepted.
- 1.03 Pre-Bid Meeting: **A Pre-Bid meeting will be held on Tuesday, October 18, 2022 @ 9:00 a.m. Bidders will meet at Lindsay Gardens in Centennial Park, just west of the Champaign-Urbana Special Recreation Center located at 2212 Sangamon Drive, Champaign, IL.** This meeting will provide bidding contractors with an opportunity to ask questions, review the bidding documents and to view the site prior to the bid opening. The contractor should have any subcontractors present at the pre-bid meeting who may wish to view the site. If the weather is unfavorable, each bidder on the bidder's list will be contacted during the morning by telephone, otherwise the contractor may assume that the meeting will proceed as scheduled. Each bidder should visit the site of the proposed work and fully acquaint him or herself with the conditions as they exist so that they may fully understand any difficulties and restrictions attending the execution under the contract.

Bid documents can be obtained online at: <https://champaignparks.com/bids-rfps/> or by contacting Erin Dietmeier, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821 @ 217.819.3842

- 1.04 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.
- 1.05 Submission of Bid: All bids shall be submitted on the Bidder's Response Form (Page 7) and accompanied by requested information (Pages 8-10) 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: Lindsay Gardens Walkway**". 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.

- 1.06 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".
- 1.07 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.
- 1.08 Waiver of Informalities: The Park District reserves the right to waive informalities or technicalities in bids.

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- 1.09 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.
- 1.10 Inquiries: Questions and comments regarding this solicitation should be directed to **Erin Dietmeier, 706 Kenwood Road, Champaign, Illinois 61821 or by calling 217-819-3842**. 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). *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: Erin Dietmeier) by the 1st Friday of the month. Payment will be monthly after Board approval of the bills, which is the 2nd 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 Contractor: The contractor acknowledges and agrees that the Contractor is not an employee of the Park District, is not entitled to any benefits or protections afforded employees of the

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Park District, nor bound by any obligations of employees of the Park District. Nevertheless, the Contractor will not act contrary to the policies of the Park District. The Contractor understands and fully agrees that the Contractor will not be insured under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District, and that any injury or property damage in connection with the work performed will be the Contractor's sole responsibility and not that of the Park District. It is also understood that the Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, the Contractor will be solely responsible for the Contractor's own acts or omissions, and those of the Contractor's employees and agents, if any. The Park District will not in any manner whatsoever be obligated to defend, indemnify or hold harmless the Contractor, or the Contractor's employees and agents, if any, in matters of liability.

- 2.10 Indemnification: Contractor shall indemnify and hold harmless 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 performance of Contractor's work, 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, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent 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 indemnification which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless 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 Agreement.
- 2.11 Insurance: The Contractor shall purchase and maintain such insurance as will protect him/her 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/herself or by any subcontractor or anyone directly or indirectly employed by either of them. After award of bids by the Park Board of Commissioners, **Contractor shall provide a Certificate of Insurance**. Failure to do so will result in loss of the contract, which will be awarded to the next lowest responsible bidder. Contractor shall maintain minimum limits of insurance no less than:
- (a) Workman's Compensation as required by statute and Employers Liability Insurance:
Employers Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (b) General Liability: a limit of not less than \$1,000,000 each occurrence
 - (c) Automobile Liability: limit of not less than \$500,000 each accident

Failure to maintain the required insurance may result in termination of this Contract.

- 2.12 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.
- 2.13 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.

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- 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.
- 2.18 Existing Hazardous Materials: It will be the contractor's responsibility to take all necessary steps to remove the materials and to protect all persons involved with the project and all persons in the building and in the vicinity of the site from asbestos. Further, the contractor assumes all liability from asbestos exposure and removals and shall hold the Owner(s), Consultant(s), and Manufacturer(s) harmless.
- A. Asbestos removal shall be governed by all regulatory agencies. This includes but is not necessarily limited to EPA, OSHA, NIOSH, NESHAP, and any other applicable codes and regulations. Contractor shall submit all copies of current guidelines. The Contractor shall remove known ACBM's in accordance with all regulations.
 - B. Asbestos found in flashings only shall be left in place. New flashings will be applied to existing and/or to encapsulate same.
- 2.19 OSHA Standards: All current OSHA Standards, as of now the and through the project, shall be strictly adhered to. Contractor is responsible for acquiring copies of new regulations and submitting them to the Owner, upon request.

SECTION III: SPECIFICATIONS

3.01 General Requirements:

- A. **General Project Description**: Work shall include excavating a level surface in the garden to install a flagstone walkway through the west portion of the garden with retaining walls in two separate sections and dismantling the two existing retaining walls along the existing pathway, extending their length and height, using mortar to prevent future movement of the stones. Pathway will be approximately 170 feet long and 5 feet wide with one bump out along the pathway for a future bench where it will widen to 9 feet for a space of 7 feet long.

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- B. **Occupancy of the Area:** Park Patrons may occupy the Lindsay Tennis Courts and nearby sidewalks during construction. Contractor must coordinate with the Park District in scheduling work and provide appropriate safety barriers and signage during construction.
- C. **Material and Equipment Location Restrictions:** On-site material or equipment may be stored at this site as arranged and coordinated with the Park District. All on site storage shall be properly secured and protected.
- D. **Contractor's Duties:**
 - 1. Provide and pay for, unless specifically noted:
 - a. Labor, materials, and equipment for all work
 - b. Permits, fees, license, or inspections required for this work
 - c. Freight and transportation
 - d. Tools, construction equipment and machinery
 - e. Acceptance of products and product handling at the job site
 - f. Protection of materials and equipment from physical damage and to the weather until the work is complete.
 - g. Other facilities and services necessary for proper execution and completion of the work.
 - h. Insurance in accordance with Instructions to Bidders.
 - i. Complete all necessary startup checks including certified testing and balancing.

3.02 Contracts:

- A. Construct all work under one prime contract. **Bid shall be a turn key number for ALL work.**

3.03 Access to Site:

- A. Parking and staging will be allowed to the west of the garden in the predesignated area. See drawing.

3.04 Scope:

- A. Remove soil along the predetermined path to create a level base. Completed walkway will be level with the sidewalk along Sangamon Drive throughout its entire length. Excavation should be done in an orderly and careful manner. Contractor will make every effort to not disturb or damage the plantings in the garden. Pathway base will consist of a combination of 3 inches of gravel and turkey grit with landscape fabric and 2 inches of sand for a total of 5 inches of base. Flagstones will be laid following the predetermined walkway route. (See design and as marked in the actual garden) Create one bump out along the walkway for a future bench where it will widen to 9 feet for a space of 7 feet long (see design(1)). Retaining walls will be installed at two designated areas along new path. The height of these sections will adequately hold back soil and mulch from overflowing the walkway and taper down to walkway level (see design(2&3)). To provide stability and strength, mortar shall be used when installing the retaining walls. Existing retaining walls will be dismantled and rebuilt using mortar. The rebuilt walls will be extended/constructed higher as needed to reduce the washout of mulch and soil (see design(4&5) and pictures (4a&5a)). Area in front of bench along sidewalk will have mulch and soil removed and replaced with flagstone (see design(6)). Parking and storage for equipment and material in designated area only (see design(7)). Excess soil will be placed in designated area on site (see design(7)). Construction may begin after the bid has been awarded and will be completed no later than May 1, 2023. Once project has started, full completion of project should not be more than 3 weeks.

3.05 Products:

- A. Flagstone similar to size and shape of existing stone in garden. Ex – Eden Flagstone 1” as found at Illinois Brick Company, Champaign IL.

3.06 Project Closeout:

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- A. After the project is 100% complete as determined by the Contractor, notify the Park District and request a site visit for the final walk through.
- B. Prior to final payment, the final walk through must be performed and the project must be deemed completed by a member of the Champaign Park District's Operations Department management team.

3.07 Cleaning:

- A. Contractor shall provide cleaning of work and remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Excess soil from the excavation may be placed in the predesignated area for the Park District to remove.

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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 Lindsay Gardens walkway installation. The bidder States that he/she has visited the site and familiarized their self with the conditions that affect cost of work.

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.

Bid Security: By signing the bid documents, bidder hereby certifies that the bidder has reviewed the bid security, Liquidated Damages for Failure to Enter into Contract, Time of Completion and Liquidated Damages, Security of Faithful Performance and Power-of-Attorney provisions and understands the requirements in the specifications and agrees to meet the specified requirements.

BID AMOUNT: LINDSAY GARDENS WALKWAY

\$ _____

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.

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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: _____

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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