



**CHAMPAIGN
PARK DISTRICT**

**REGULAR BOARD MEETING
BRESNAN MEETING CENTER
706 Kenwood Road, Champaign, Illinois
Wednesday, August 14, 2019
7:00 p.m.**

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

C. COMMUNICATIONS

D. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of July 2019

E. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

F. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

1. Attorney's Report
2. President's Report

H. CONSENT AGENDA

All items appearing below are considered routine by the Board and shall be enacted by one motion. If discussion is desired, that item shall be removed and discussed separately.

1. Approval of Minutes of the Special Board Meeting, June 26, 2019
2. Approval of Minutes of the Executive Session, June 26, 2019
3. Approval of Minutes of the Regular Board Meeting, July 10, 2019
4. Approval of Minutes of the Executive Session, July 10, 2019
5. Approval of an ADA Grievance Procedure, Self-Evaluation Procedure and a revised Americans with Disabilities Act Program Statement

I. NEW BUSINESS

1. Approval of Disbursements as of July 10, 2019
Staff recommends approval of the list of disbursements for the period beginning July 10, 2019 and ending August 13, 2019. **(Roll Call Vote)**
2. Approval of an Request for Proposal (RFP) to Sell Alcohol Beverages at Virginia Theatre
Staff recommends accepting the RFP from Carbri, Inc., doing business as Farren's Pub & Eatery, to provide a selection of beer, wine, and other types of alcoholic beverages at the Virginia Theatre for suitable events, and authorizing the Executive Director to execute an agreement, commencing September 13, 2019 and ending September 12, 2020 with the option to renew for one (1) additional year.

3. Approval of a Bid for Janitorial Services at the Dodds Tennis Center
Staff recommends accepting the Base Bid and Alternate 1 Carpet Cleaning, Alternate 1 Fabric Covered Furniture Cleaning and Alternate 1 West Wall Dusting and authorizing the Executive Director to execute a two (2) year contract with the option to renew for one (1) additional year with ESS Clean, Inc. in the annual base bid amount \$21,130.00 with Alternate 1 Carpet Cleaning of \$175.00, Alternate 1 Fabric Covered Furniture Cleaning of \$175.00 and Alternate 1 West Wall Dusting of \$150.00 for a total of \$20,338.00. Also accepting and approving Alternate 2 Additional Services Rate of \$20.00/hour on an as needed basis.
4. Approval of an Agreement with the Public Art League (PAL) for Temporary Display of Artwork
Staff recommends approving an Agreement with PAL for temporary display of artwork for a period of three (3) years and authorizing the Executive Director to execute the agreement.
5. Approval of a Resolution Authorizing Change Order Nos. 11, 12, & 13 to the Operations Shop Expansion Contract
Staff recommends approving a resolution authorizing Change Order Nos. 11, 12 and 13 to the Operations Shop Expansion contract for Change Order No. 11 - asphalt replacement and grade work at a cost of \$13,037.76; Change Order No. 12 - the addition of six (6) new downspouts and piping at a cost of \$5,196.10; and Change Order No. 13 – replacement of A water line to the Dexter Field water fountain at a cost of \$5,352.48 as this work is germane to the original project, unforeseen at the time the contract originated, and in the best interest of the District.
6. Approval of a Resolution Authorizing Change Order No. 14 to the Operations Shop Expansion Contract
Staff recommends approving a resolution authorizing Change Order No. 14 for the Operations Shop Expansion contract for removal of an asphalt parking area and concrete replacement for \$52,971.84 as this work is in the best interest of the District.

J. OLD BUSINESS

1. Approval of an Ordinance Declaring Personal Property as Surplus
Staff recommends adopting Ordinance No.639, an ordinance providing for the disposal of personal property owned by the Champaign Park District of Champaign County, which will allow for the disposal of 1,200 cubic yards of topsoil stockpiled at Toalson Park.
2. Approval of Bid to Purchase LED Light Fixtures for the Lindsay Tennis Courts
Staff recommends rescinding the award of the bid to LED Lighting Wholesale, Inc. for LED light fixtures for the Lindsay Tennis Courts, and accepting the responsible bid from Tepper Electric in the amount of \$110,176.28, and authorizing the Executive Director to make the purchase.

K. DISCUSSION ITEMS

1. Applewood Valley Development

L. COMMENTS FROM COMMISSIONERS

M. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 120/2 (c)) (c)(1) for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body; (5) for the purchase or lease of real property for the use of the public body including meetings held for the purpose of discussing whether a particular parcel should be acquired; and (6) the setting of a price for sale or lease of property owned by the public body.

N. RETURN TO REGULAR MEETING

O. ADJOURN



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: August 14, 2019

SUBJECT: ADA Policies

Background

Title II of the Americans with Disabilities Act (ADA) requires local and state governments to ensure non-discrimination, provide effective communication, and provide accessible facilities for those with disabilities. There are also five administrative requirements to enhance compliance required by Title II:

1. ADA Coordination – appointment of an ADA Compliance Officer
2. Public Notice – published explanation of how the agency meets its obligations under the ADA
3. Grievance Procedure – method for timely resolution and documentation of ADA complaints
4. Self-Evaluation – review of policies and procedures to ensure enforcement of ADA
5. Transition Plan – action plan to bring parks, trails, and facilities into ADA compliance

Of the five administrative requirements, the District is currently deficient in two categories, Grievance Procedure and Self-Evaluation. A Grievance Procedure and Self-Evaluation Procedure have been drafted and reviewed by staff along with minor updates to the existing Americans with Disabilities Act Program Statement.

Recommendation

Staff recommends approval of the Grievance Procedure, Self-Evaluation Procedure, and revised Americans with Disabilities Act Program Statement be approved and publically posted on the District's website.

Prepared by:

Bridgette Moen
Park Planner

Reviewed by:

Andrew Weiss
Director of Planning

CHAMPAIGN PARK DISTRICT

American with Disabilities Act (ADA) Program Statement

The In accordance with Title II of the Americans with Disabilities Act of 1990 (ADA), as amended, the Champaign Park District does not discriminate on the basis of disability strives to comply with the ADA, which prohibits discrimination in the provision of programs, services or activities, with disabilities. The Park District will make all reasonable modifications to policies and programs to ensure that every qualified individual with a disability has an equal opportunity to enjoy all of its programs, services, and activities, provided an individual The Park District will make reasonable accommodations in recreation programs to enable participation by an individual with a disability who meets essential eligibility requirements for participation for that recreation program. The ADA requires that recreation programs offered by the Park District be available in the most integrated setting appropriate for each individual.

Upon request, the Park District will generally provide qualified individuals auxiliary aids and services to allow them to participate equally in the Park District's programs, services, and activities or for effective communication. Anyone who requires auxiliary aids or other services should contact the Park District as soon as possible but no later than 48 hours before the scheduled event.

If you or a member of your family needs special assistance or accommodations to participate in any Park District program, please indicate on the Park District registration form.

The Park District has appointed Caitlin Hitzeman Bridgette Moen, Champaign-Urbana Special Recreation (CUSR) Adult Program Coordinator Park Planner, as the ADA compliance officer. If you have any questions or concerns about access to recreation for Americans with Disabilities, you may contact her via e-mail at Caitlin.Hitzeman@champaignparks.com bridgette.moen@champaignparks.com or phone (217) 239819-38441152.

Please note that the ADA does not require the Park District to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

ADA Grievance Procedure

Under Title II of the Americans with Disabilities Act of 1990 (ADA), as amended, the Champaign Park District is required to meet minimum standards that allow individuals with disabilities access to its programs, activities, and services. To meet its obligations under Title II of the ADA, the Champaign Park District has established this Grievance Procedure to address allegations that the Champaign Park District has discriminated on the basis of disability in connection with its programs, activities, or services. This Grievance Procedure shall not apply to allegations involving workplace discrimination under Title I of the ADA. Employees of the Champaign Park District should report any allegations relating to their employment to the Human Resources department.

Attached is the ADA Grievance form for the Champaign Park District. Complainants may fill out the forms themselves, designate an authorized representative to do so on their behalf, or seek the Champaign Park District's assistance in completing the form. Complaints may be filed orally and will be placed in writing by the ADA Compliance Officer for the complainant's review and signature.

Complainants shall submit a form within 60 days of the alleged act of discrimination to ensure a timely and accurate review. Within 15 days, the ADA Compliance Officer will review the grievance and follow up with the complainant via email, phone, in person, or an alternative method requested by the complainant. A response will be issued to the complainant or their designee within 15 days of the preliminary review (30 days from the final filing).

Forms are available on the Champaign Park District website, at the Bresnan Meeting Center, and at the Hays Center. Forms may be emailed, mailed, or hand delivered to the ADA Compliance Officer. If an alternative means of filing a grievance is preferred, please contact the ADA Compliance Officer. Complainant files will be retained for a period of three years.

If a complaint is in relation to Champaign-Urbana Special Recreation (CUSR) programming, the complaint shall be directed to either the Champaign Park District or Urbana Park District. If the complaint is personnel related, the complaint will be processed by the agency under which the staff person is employed. If the complaint is environmental in nature, it will be processed by the agency where the program took place. These grievances may require coordination between the Compliance Officers at both the Champaign and Urbana Park Districts.

If an appeal to the response is requested, they must be filed within 15 days after receipt of the response. Appeals will be reviewed by the Executive Director and a final response, in writing or in a format accessible to the complainant, will be issued within 30 days.

ADA Compliance Officer:

Bridgette Moen
Bresnan Meeting Center
706 Kenwood Road
Champaign, IL 61821
217.819.3844
bridgette.moen@champaignparks.com

Executive Director:

Joe DeLuce
Bresnan Meeting Center
706 Kenwood Road
Champaign, IL 61821
217.819.3821
joe.deluce@champaignparks.com

Director of Human Resources:

Tammy Hoggatt
Bresnan Meeting Center
706 Kenwood Road
Champaign, IL 61821
217.819.3823
tammy.hoggatt@champaignparks.com

Complainant Information

Person Completing Form (please choose one)	<input type="checkbox"/> Complainant
	<input type="checkbox"/> Authorized Representative

Name	Date of Complaint
Email	Telephone Number
Mailing Address	

Alleged Violations

Date(s) Occurred	Location
Please describe the details of the complaint (attach additional pages if necessary):	

Requested Action

Please describe what action or accommodation would improve access to the program, facility, park, or trail described in the complaint:

Signatures

Complainant	ADA Compliance Officer
Date	Date

Respondent Information (to be completed by staff)

Staff Name	Date of Response
Staff Title	Telephone Number
Facility Address	Email

Complaint Response

Signatures

Complainant	ADA Compliance Officer
Date	Date

Self-Evaluation Procedure

In accordance with regulations implementing Title II of the Americans with Disabilities Act of 1990, as amended, the Champaign Park District shall annually complete a self-evaluation of the policies and procedures regarding Title II and make implementation recommendations. Include a list of accomplishments since the last evaluation with report. Self-evaluations shall be maintained for three years.

Self-Evaluation Information

Date of evaluation:	
Name of staff completing evaluation:	
Title of staff completing evaluation:	

ADA Compliance Officer

Is there a dedicated ADA Compliance Officer?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
Name of ADA Compliance Officer	
Is the contact information of the Compliance Officer publically available?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
Where is the contact information for the Compliance Officer posted? Attach proof of posting to report.	
Recommended action:	

Public Notice

Is there an approved public notice regarding ADA? Attach notice to report.	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
Where is the public notice posted? Attach proof of posting to report.	
Recommended action:	

Grievance Procedure

Is there an approved ADA grievance procedure? Attached procedure to report.	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
Is the ADA grievance procedure posted?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
Where is the ADA grievance procedure posted? Attach proof of posting to report.	
Recommended action:	

Self-Evaluation

Has the agency completed a self-evaluation?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
When was the last agency self-evaluation completed?	
Where are self-evaluations filed? Attach most recent self-evaluation to report.	
Recommended action:	

Transition Plan

Does the agency have a transition plan? Attach plan to report.	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
When was the transition plan last updated?	
Is the transition plan posted?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
Where is the transition plan posted? Attach proof of posting to report.	
Who is the dedicated staff responsible for the transition plan implementation?	
Recommended action:	

Effective Communication

Is there a list of providers for auxiliary aids? Attach to report.	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
How is this list distributed to staff?	
Recommended action:	

Staff Training

Has the agency conducted staff training on general ADA policies and procedures?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
If so, when was the last training conducted? Attach training materials to report.	
Recommended action:	



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuca, Executive Director

DATE: August 14, 2019

SUBJECT: Agreement for 2019-2020 Virginia Theatre Alcohol Concession

Proposal

To allow liquor service, including wine, beer, and spirits, at select Virginia Theatre events under a one year agreement with a licensed Champaign merchant, with the option to extend that agreement for one year if mutually agreed by merchant and park district.

Background

Since 2013, alcohol has been served at select Virginia Theatre events through contractual partnership with outside merchants to sell patrons wine and beer in the facility's lobbies. No glass containers are used, and the alcohol concession at these occasions—recent examples include Art Garfunkel, *The Choir of Man*, and *That's What She Said*—has been carefully monitored, and service has gone without incident.

For the past five years, Farren's Pub and Eatery has been the park district's merchant partner for alcohol service at the Virginia Theatre and has paid the district a commission of 25% of their net sales, providing the Virginia with additional revenue while improving customer service to theatre patrons.

The partnering merchant for alcohol service at the Virginia is responsible for training their own staff and act as an independent business-within-a-business, bringing their own supplies to the theatre and handling set-up and tear-down. The merchant is responsible for their own stock, insurance, alcohol licensing, "Bassett" certification of bar staff, and service to the public.

On July 19, 2019, staff distributed a request for proposals (RFP) to liquor merchants within the City of Champaign to offer one company the opportunity to receive exclusive sales rights of alcoholic beverages at the Virginia Theatre for one year beginning September 13, 2019, with an option to renew the contract for one year, by mutual agreement.

Prior Board Action

In 2015, 2016, and 2017, the park board approved successive agreements, each for a period of one year, with Farren's Pub and Eatery to act as sole merchant partner for public liquor sales at the Virginia Theatre. In 2018, the park board approved the option to renew and extend its 2017 agreement with Farren's for a period of one additional year, until September 12, 2019. On July 25, 2018, the park board also approved a proposal to allow the service of spirits at the Virginia, along with the previously approved service of wine and beer.

RFP Results

One proposal was received at the Virginia Theatre by the deadline of 4:00 P.M., Friday, August

2, 2019, from the following merchant:

Farren's Pub and Eatery, 119 North Walnut Street, Champaign, Illinois, 61820

In its proposal, Farren's Pub and Eatery indicated they will pay CPD a commission of 25% of net sales of wine, beer, and spirits at the Virginia Theatre, as the theatre's sole public liquor merchant for a period of one year beginning September 13, 2019, with the option to renew the contract for one year, by mutual agreement. They accepted and agreed fully to the terms of the RFP.

Budget Impact

Since the Virginia's partnering liquor merchant is responsible for all costs involved in offering the service, expense for the park district is limited to the City of Champaign-mandated purchase of Class T-3 temporary liquor licenses (one per event) from the City. This is a non-refundable fee of \$80.00, per license, projected at \$960.00 for the fiscal year and is included in the Virginia's FY20 Concessions budget. Staff believes that sales commission revenue will easily offset the cost of liquor licenses and will provide additional net revenue to theatre concessions.

Recommended Action

Staff recommends the park board authorize the Executive Director to enter into an agreement with Farren's Pub and Eatery to act as sole merchant partner for public alcohol sales, including wine, beer, and spirits, at the Virginia Theatre for a one year period beginning September 13, 2019, with the option to extend that agreement by one year, if mutually agreed, from September 13, 2020, to September 12, 2021.

Prepared by:

Steven Bentz
Director, Virginia Theatre

Reviewed by:

Joe DeLuce, CPRP
Executive Director

**AGREEMENT BETWEEN
CARBRI, INC., DOING BUSINESS AS FARREN'S PUB & EATERY,
AND CHAMPAIGN PARK DISTRICT**

THIS AGREEMENT is made, entered into, and effective as of _____, 2019, by and between Champaign Park District, a municipal corporation (hereinafter referred to as "Park District"), which has a principal address of 706 Kenwood Road, Champaign, Illinois, 61821, and Carbri, Inc., doing business as Farren's Pub & Eatery (hereinafter referred to as "Farren's"), which has a principal address of 119 N. Walnut Street, Champaign, Illinois, 61820.

WITNESSETH:

In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

Section 1 - General Purpose. The purpose of this Agreement is to provide the terms and conditions whereby Farren's shall be permitted to sell and distribute alcoholic beverages (including beer, wine, and other types of alcoholic beverages) at the Park District's Virginia Theatre, which has a principal address of 203 West Park Avenue, Champaign, Illinois, 61820, and including, without limitation, the requirements for the purchase of insurance, licensure, reporting, and compliance with the policies and procedures of Park District.

Section 2 - Term. The term of this Agreement shall be effective for a one (1) year period commencing on September 13, 2019, and ending at midnight, September 12, 2020, with the option to renew for one additional year by mutual agreement of Farren's and Park District.

Section 3 - Termination. (a) This Agreement may be terminated by the Parties by a mutual written agreement at any time. (b) This Agreement may be terminated for cause in the event of a breach by a Party. In the event of a termination for cause, the non-breaching Party shall provide the breaching Party with a written notice informing the breaching Party of the nature of such cause and providing ten (10) days' notice to cure. In the event the breaching Party fails to cure within such ten (10) day period, then the non-breaching Party shall send a further notice informing the breaching Party that this Agreement is terminated. (c) Either Party may terminate this Agreement upon providing a thirty (30) day written notice to the other Party.

Section 4 - Farren's Responsibilities. Farren's shall:

- A. Provide a selection of beer, wine, and other types of alcoholic beverages at the Virginia Theatre for suitable events determined by Park District. Staffing will be based on the anticipated attendance in order to provide efficient service to event patrons.
- B. Provide supplies the day of the event and removal of such supplies at the end of said event(s), unless event(s) are on consecutive days, and/or arrangements are made with the Virginia Theatre Director for removal at a later date.
- C. Provide Park District with a monthly report in the form of an Excel spreadsheet that shall be prepared on the first day of the following month accounting for the prior month's sales. Copies of sales, expense, and revenue figures shall be kept on file

at both Farren's and Virginia Theatre. Twenty-five percent (25%) of Farren's net sales shall be payable to Park District. Net sales is defined as gross receipts from the sale of beer, wine, and other types of alcoholic beverages, less fees, sales tax, and labor costs related to the applicable event. Payment to Park District shall be due on the seventh (7th) day of each month.

- D. Abide by all policies and procedures of Park District including Park District Risk Management Association (PDRMA) recommended guidelines and policies.

Section 4 - Champaign Park District Responsibilities. Park District shall:

- A. Provide Farren's with space(s) for distribution of alcoholic beverages. Park District reserves the right to determine appropriate area for distribution of such beverages.
- B. Provide copies of all relevant Park District guidelines and policies, including those from Park District Risk Management Association (PDRMA).

Section 5 - Farren's Equipment. Park District shall not be responsible for lost, stolen, or damaged equipment or items; and Farren's shall indemnify and hold harmless Park District for any lost, stolen, or damaged equipment. Furthermore, Farren's shall pay for the repair or replacement of any Park District property that is lost, stolen, or damaged by Farren's, its officers, employees, agents, or representatives.

Section 6 - Rules, Laws and Ordinances. Farren's shall comply with all applicable laws, ordinances, regulations, rules, and applicable policies, whether federal, state, city of Champaign, or Park District, regarding the matters which are the subject of this Agreement.

Section 7 - Insurance. Farren's shall keep in force, to the satisfaction of Park District, at all times relevant hereto, commercial general liability (CGL), and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location with a limit of not less than \$2,000,000. Liquor and Dram Shop liability coverage shall also be provided with a limit of not less than \$1,000,000 per occurrence and \$2,000,000.00 in aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Farren's insurance and shall not contribute with it.

FARREN'S shall provide all required proof of insurance to Park District no later than Thursday, September 5, 2019.

Section 8 - Hold Harmless and Indemnification. Farren's shall indemnify and hold harmless Park District and its commissioners, officers, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including, but not limited to, legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with, (a) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this Agreement; (b) any act, omission, or error on the part of Farren's or any of its partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (c) any accident, injury, or damage whatsoever occurring in or upon any Park District property or facility which is not 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 indemnity which would otherwise exist as to any Party or person described in this Section. Farren's shall similarly protect, indemnify, and hold and save harmless Park District, its commissioners, officers, 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 Farren's breach of any of its obligations under, or Farren's default of, any provision of this Agreement.

Section 9 - Independent Contractors. Notwithstanding any other provision of this Agreement, the relationship between Park District and Farren's is, and shall remain, one of independent contractors. This Agreement shall not, in any manner whatsoever, be construed to establish a relationship of employer/employee, partners or joint venturers between the Parties. In addition, Farren's may from time to time hire person(s) to perform labor and other services for it, and any such person shall not be construed to be an employee, agent, or representative of or contractor with the Park District in any manner whatsoever. Furthermore, Farren's 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.

Section 10 - Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement, or any other application thereof, shall not be affected or impaired thereby, and shall remain in effect.

Section 11 - Assignment - Binding Effect. Either Party, or any subsidiary, successor, partner, employee, agent, or affiliate shall not assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

Section 12 - Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

Section 13 - Default. In the event that either Party fails to comply with the terms of this Agreement, then the non-defaulting Party shall have the right to enforce this Agreement by obtaining any remedy available to it under law or equity in the state of Illinois.

Section 14 - Notice. Any notices or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery by a reputable courier to the address of the Party set forth herein or (d) telecopied to the Fax number of the Party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

CHAMPAIGN PARK DISTRICT

Attention: Joseph C. DeLuca
Executive Director
706 Kenwood Road
Champaign, IL 61821

CARBRI, INC., d/b/a FARREN'S PUB & EATERY

Attention: Carolyn Farren
Proprietor
119 North Walnut Street
Champaign, IL 61820

Section 15 - Authority to Execute Agreement. Each person or entity executing this Agreement represents that he/she/it is authorized to execute the Agreement. Each person executing this Agreement on behalf of any entity represents that he or she is authorized to execute this Agreement on behalf of such entity.

Section 16 - Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. It shall not be necessary that any single counterpart be executed by all Parties so long as at least one (1) counterpart is executed by each Party. A facsimile, portable document format (PDF) copy, photocopy, or other electronic form of any signature, shall have the same force and effect as an original.

Section 17 – Applicable Law and Venue. The Parties agree that the laws of the State of Illinois shall govern the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, a state or federal court located in Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

Section 18 - Entire Agreement and Amendment. This Agreement, and any written addendum, amendment, or exhibit to it, executed in writing by the Parties constitute(s) the entire Agreement between Park District and Farren's, and may be changed, modified, or amended only by mutual written agreement executed by the Parties.

Continued

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as the day and year first above written.

CHAMPAIGN PARK DISTRICT

CARBRI, INC., d/b/a FARREN'S PUB & EATERY

By: _____
Joe DeLuce, Executive Director

By: _____
Carolyn Farren, Proprietor

Attest:

By: _____
Cindy Harvey, Board Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: August 8, 2019

SUBJECT: Dodds Tennis Center Janitorial Service Bid

Background

The Dodds Tennis Center has had contractual janitorial service for more than 10 years. Bids were originally let for this service in June 2019, and presented to the Board for formal action on bid responses received at the July 24, 2019 Special meeting. Staff recommended that the Board reject the bids and authorize staff to re-bid the service in order to receive additional bids due to two of the three bid responses received being considered non-responsive.

ESS Clean, Inc., has been the provider for the past two indoor seasons. The bid amount and amount spent for this service is detailed below:

Contract Year	Base Bid Annual Amount	Alt 1 Carpet Cleaning	Alt 1 Fabric Covered Furniture Cleaning	Alt 1 West Wall Dusting	Alt 2 Additional Services Rate	Actual Amount Spent
2017-18	\$19,838.00	\$175.00	\$175.00	\$150.00	\$20.00/hour	\$20,339.00
2018-19	\$20,221.50	\$175.00	\$175.00	\$150.00	\$20.00/hour	\$20,571.50

Prior Board Action

The Board rejected all bids at the July 24, 2019 Special Board Meeting. The Board adopted Ordinance No. 636, the Budget and Appropriation Ordinance for FY19-20 at the same meeting.

Bid Results

The Dodds Tennis Center janitorial service was re-bid for a two (2) year period, with an option to renew for an additional one (1) year. A bid notice was published in the July 27, 2019 issue of *The News-Gazette*. Two bids were received, opened and read aloud on August 6, 2019. The results are below:

Bidder	Base Bid Annual Amount	Alternate 1 Capet Cleaning	Alternate 1 Fabric Covered Furniture Cleaning	Alternate 1 West Wall Dusting	Alternate 2 Additional Services Rate
ESS Clean, Inc. Urbana, Illinois	\$21,130.00	\$175.00	\$175.00	\$150.00	\$20.00/hour
ServiceMaster Clean Champaign, Illinois	\$24,664.00	\$275.00	\$185.00	\$350.00	\$27.50/hour

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

Budget Impact

The amount of \$24,429.00 has been budgeted for Service Contracts-Facilities in the FY19-20 Tennis Programs budget.

Recommended Action

Staff recommends accepting the Base Bid and Alternate 1 Carpet Cleaning, Alternate 1 Fabric Covered Furniture Cleaning and Alternate 1 West Wall Dusting and authorizing the Executive Director to execute a two year contract with the option to renew for one additional year with, ESS Clean, Inc., of Urbana, Illinois, in the annual base bid amount \$21,130.00 with Alternate 1 Carpet Cleaning of \$175.00, Alternate 1 Fabric Covered Furniture Cleaning of \$175.00 and Alternate 1 West Wall Dusting of \$150.00 for a total of \$21,630.00. Also accepting and approving Alternate 2 Additional Services Rate of \$20.00/hour on an as needed basis.

Prepared by:

Reviewed by:

Stacey A. Cornell, CPRP, CPO
Aquatics and Tennis Center Coordinator I

Jameel T. Jones, CGSP, CPI
Director of Recreation



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: August 14, 2019

SUBJECT: Agreement with Public Art League for Temporary Display of Artwork

Background

For nearly ten years the Park District and the Public Art League (PAL) have partnered in selecting, sponsoring, and displaying public sculpture featured throughout our parks and facilities. While any individual sculpture may have a particular placement and lease term, the Park District and PAL have an underlying *Agreement for Temporary Display of Artwork* (attached) outlining the partnership. The agreement has a three-year term and is up for renewal, and a newly executed agreement would expire in August of 2022; there are no alterations to the agreement except change of date and Board President.

Prior Board Action

The three-year agreement between the Park District and PAL was initially approved in 2010, renewed in 2013, and renewed again at the August 10, 2016 Regular Board Meeting.

Budget Impact

The agreement itself has no budget impact, but item 01-01-001-54280 of the FY2020 budget includes \$3,000 for sculpture sponsorship.

Recommendation

Staff recommends entering into the three-year *Agreement for Temporary Display of Artwork* expiring in 2022.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director

AGREEMENT FOR TEMPORARY DISPLAY OF ARTWORK

This is an Agreement for Temporary Display of Artwork, (hereafter called, "Agreement") made and entered into this August ___, 2019 by and between the CHAMPAIGN PARK DISTRICT, a municipal corporation of the State of Illinois, located at 706 Kenwood Road, IL 61820 (hereafter called, "DISTRICT"), and the PUBLIC ART LEAGUE, an Illinois non-profit corporation (hereafter called, "PAL"), located at 201 S. State Street, Champaign, IL 61820.

WITNESSETH:

WHEREAS, PAL seeks to improve the community aesthetic for public art and serve as a broker/dealer for the lease or sale of public artwork; and

WHEREAS, DISTRICT wishes to display artwork temporarily in certain public parks;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is hereby agreed as follows:

1. RECITALS

1.1 The foregoing recitals are incorporated into and made a part of this Agreement.

2. TERM

2.1 PAL and DISTRICT shall collaborate on a program to obtain and temporarily display artwork for outdoor placement in certain parks in the DISTRICT for a period of three (3) years upon the terms herein provided.

2.2 DISTRICT and PAL acknowledge that no individual artwork lease term will last longer than twenty-four (24) months unless the renewal of the lease is mutually agreed upon by DISTRICT and PAL. The artwork installation, display, and removal shall be in accordance with a lease agreement entered into by PAL and the ARTIST subject to DISTRICT approval.

3. PAL RESPONSIBILITIES

3.1 PAL will identify potential artwork by conducting an open call to artists who are willing to lease their work and/or offer their work for sale.

3.2 PAL will establish and oversee a panel to examine artists' works that are entered into a competition for the purpose of being given the opportunity to exhibit in a designated park. PAL shall select entries for recommendation to DISTRICT. Together with recommending a work to DISTRICT, the entry shall include an installation and maintenance plan for the artwork. The plan shall include the following:

1. Proposed locations;
2. Site preparation requirements;
3. Installation and removal requirements along with a designation of which person or entity will undertake such action;
4. Any proposed protective barrier or signage in addition to the identification plaque provided by PAL;
5. Maintenance requirements; and
6. Proposed lease with the artist.

- 3.3 If an artwork is accepted by the DISTRICT for display, PAL will enter into a lease with the artist which will include the legal authority for PAL to additionally consent to placement in the DISTRICT's Park and other terms and conditions as required pursuant to this Agreement.
- 3.4 PAL will also endeavor to sell the artwork to interested parties while on display, but DISTRICT shall have no responsibility in this regard. PAL will provide and install an identification plaque next to the artwork, prepared and designed by PAL containing credit to the artist as well as any terminology required by DISTRICT.
- 3.5 PAL will be responsible for compensating the artist in accordance with the lease agreement between PAL and the artist.

4. DISTRICT RESPONSIBILITIES

- 4.1 DISTRICT shall examine the entries submitted by PAL and, in consultation with PAL, agree upon a park location and installation and maintenance plan; provided that, DISTRICT may reject any entry for installation within its sole discretion.
- 4.2 In the event a plan is agreed upon by DISTRICT and PAL, and a lease is executed by the artist, with a copy provided to DISTRICT, the plan and lease will be approved by the DISTRICT and signed by PAL. The artwork shall be installed in accordance with the terms of the plan.
- 4.3 If DISTRICT determines, in its sole discretion, at any time during the scheduled term of display, that it no longer wishes to display the artwork, it shall notify PAL of its decision and PAL shall arrange for its removal within a reasonable time not to exceed ____ days and in accordance with the plan.

5. DISPLAY OF ARTWORK, BARRIER AND SIGNAGE

- 5.1 During the period of display of the artwork, it shall be available for viewing by the public without charge of any kind or character.
- 5.2 At all times while the artwork is on display, DISTRICT may install such physical barriers as it, in its sole discretion, deems appropriate; provided that DISTRICT does not warrant or guarantee in any manner that unauthorized touching or climbing on the artwork, or breakage will not occur. Additionally, the DISTRICT may post signage as it determines in its sole discretion, indicating that climbing or touching the artwork is prohibited.

6. RISK OF LOSS

- 6.1 The Parties acknowledge that the respective artists shall bear all risk of loss or damage to any artwork, including without limitation, theft, vandalism,, and damage caused by acts of god, war, or natural conditions/disasters, including without limitation, floods, hurricanes, tornadoes, lightning, and any loss occurring during the storage, transportation, delivery, installation, or removal of the artwork, regardless of where such loss occurs.

7. INSURANCE

- 7.1 DISTRICT and PAL agree that neither Party is required to obtain insurance for the value of any artwork concerning any damage, destruction, or loss of any kind or

character whatsoever of the artwork. DISTRICT and PAL acknowledge that the artist may acquire insurance coverage for any risk of loss, theft or damage to the artwork.

8. HOLD HARMLESS

8.1 PAL shall indemnify, defend and hold harmless the DISTRICT and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorneys 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 DISTRICT that arises solely from an act, failure or omission on the part of PAL, or any of its directors, officers, employees, agents and representatives in carrying out the terms of this Agreement. Any lease shall provide that District and its commissioners, officers, employees, agents, representatives and volunteers are express third-party beneficiaries and shall be covered under a properly extended and endorsed certificate or rider so covering District and its commissioners, officers, employees, agents, representatives and volunteers.

8.2 PAL shall include in its lease with the artist a provision by which the artist shall indemnify, defend and hold harmless DISTRICT and any of its commissioners, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorneys 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 DISTRICT that arises from any act, failure or omission on the part of the artist, or any of artist's employees, agents and representatives resulting from the installation, removal, or display of the artwork or as a result of the duties and obligations as required by this Agreement.

8.3 DISTRICT shall indemnify, defend and hold harmless PAL and any of its directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys 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 PAL that arises solely from an act, failure or omission on the part of DISTRICT, or any of its commissioners, officers, employees, agents, representatives and volunteers in carrying out the terms of this Agreement.

9. MAINTENANCE AND REPAIRS

The Parties acknowledge that neither of them will intentionally alter, modify or change the artwork.

10. DEFAULT

In the event that either Party fails to comply with the terms of this Agreement, and cure such default within seven (7) days after written notice from the other Party, then the non-defaulting Party shall have the right to terminate this Agreement by further written notice. Any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to such termination. The non-defaulting Party shall

have the right to obtain all available remedies occurring as a result of such default, whether in law, equity or both.

11. TERMINATION

Either Party may terminate this Agreement upon notice given as provided below. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than thirty (30) days prior to the effective date of termination. The Parties shall confer in good faith concerning the effect of termination on artwork currently installed.

12.

12.1 CAPTIONS: The captions of each paragraph and headings hereof are added as a matter of convenience and shall be construed to be of no affect in the construction of any provision or provisions hereof.

12.2 NOTICES: Any notices regarding this Agreement given by either Party shall be in writing and deemed to have been given, delivered or made, as the case may be; (i) when personally hand delivered, or (ii) five (5) business days after having been deposited in the U.S. Mail, certified or registered, return receipt requested, with sufficient postage affixed and prepaid, including a copy sent by regular U.S. mail, or (iii) one (1) business day after having been deposited with an expedited overnight courier service (such as but not limited to: U.S. Express Mail, Federal Express, or United Parcel Service (UPS)), addressed to the party to whom notice is intended to be given at the address set forth below:

If to DISTRICT:
Executive Director
Champaign Park District
706 Kenwood Road
Champaign, IL 61820

If to PAL:
President
Public Art League
201 S. State Street
PO Box 1601
Champaign, IL 61824

Any Party may change the address to which its notices are to be sent by giving the other Party written notice of any changes in the manner provided herein, but notice of change of address is effective only upon actual receipt.

12.3 SURVIVING COVENANTS The covenants and obligations set forth in this Agreement shall survive the delivery, installation, and removal of the artwork, unless otherwise provided for herein, and shall be binding upon the Parties, their heirs, legatees, executors, administrators, assigns, transferees, and all successors in interest.

12.4 INTERPRETATION This Agreement shall be construed in accordance with the laws of the State of Illinois.

12.5 VENUE In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

12.6 COUNTERPARTS This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

12.7 CONSTRUCTION OF AGREEMENT This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by one of the Parties; it being acknowledged that both PAL and DISTRICT have substantially and materially contributed to its preparation.

12.8 SEVERABILITY If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this Agreement which shall remain in effect.

12.9 ENTIRETY OF AGREEMENT This writing embodies the entire agreement and understanding between the Parties hereto, and, except as otherwise described herein, there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any alteration, change, or modification of the terms of this Agreement shall not be valid unless made in writing and executed by both Parties hereto.

12.10 TIME OF THE ESSENCE The Parties shall promptly execute all documents reasonably required herein and undertake such actions to effectuate the intent and purpose of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and effective as of the date first above written.

CHAMPAIGN PARK DISTRICT, an Illinois municipal corporation

PUBLIC ART LEAGUE, an Illinois not for profit corporation

By: _____
Craig W. Hays, President

By: _____
David B. Wilcoxon, President

Attest

Attest

By: _____
Cindy Harvey, Board Secretary

By: _____, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: August 5, 2019

SUBJECT: Approval of a Resolution Authorizing Change Order Numbers 11, 12 and 13

Background

Construction on the Operations Shop Expansion began this spring and is approximately 50 percent complete. Change orders up to this point have either been credits to the CPD or within the sign-off limits of the Executive Director. This round of change orders pushes the total accumulation of change orders over \$10,000.

Detail on each of the three (3) change orders are attached. They include one for grade work and replacement of asphalt to concrete, one for additional downspouts and piping, and one for replacing the water line to Dexter Field water fountain.

Prior Board Action

October 10, 2018 – Board approval of Operations Shop Construction bid to CAD Construction for \$2,650,000 and assigning an additional \$200,000 from reserves to the project (Project #190011).

Budget Impact

The net total of change orders 11, 12 and 13 increase the contract by \$23,586.34.

Recommended Action

Staff recommends approval of a resolution authorizing Change Order Numbers 11, 12 and 13 to the Operations Shop Expansion contract for Change Order No. 11 - asphalt replacement and grade work at a cost of \$13,037.76; Change Order No. 12 - the addition of six (6) new downspouts and piping at a cost of \$5,196.10; and Change Order No. 13 – replacement of water line to the Dexter Field water fountain at a cost of \$5,352.48 as this work is germane to the original project, unforeseen at the time the contract originated, and in the best interest of the District.

Prepared by:

Reviewed by:

Daniel Olson
Director of Operations

Joe DeLuce
Executive Director

Operations Shop Expansion Construction Change Order Log

2,650,000

Change Order			Amount (\$)			Remarks
Number	Date	Brief Description	Add	Deduct	Contract Sum	
					2,650,000.00	Original Budget
1	3/19/20	Construction entrance	0.00	0.00	2,650,000.00	ED Approved
2	4/4/19	City review changes	5,841.72		2,655,841.72	ED Approved
3	4/4/19	City review change hose reel	253.80		2,656,095.52	ED Approved
4	4/29/19	Roof insulation and fireproofing	3,947.40		2,660,042.92	ED Approved
5	4/29/19	Fire line materials		2,000.00	2,658,042.92	ED approved
6	4/29/19	Door closers two areas	450.00		2,658,492.92	ED Approved
7	5/2/19	Pay Application Credits (site trailer, permits)		7,500.00	2,650,992.92	ED Approved
8	7/24/19	Yard Hydrant Water Line Re-Route	2,599.56		2,653,592.40	ED Approved
9	7/26/19	Additional Anchor Bolts	3,781.08		2,657,373.56	ED Approved
10	7/29/19	Sidewalk at existing bays 4 and 5	1,249.23		2,658,622.79	ED Approved
11		Grading and asphalt to concrete	13,037.76		2,671,660.55	Pending Approval
12		Six additional Downspouts	5,196.10		2,676,856.65	Pending Approval
13		Dexter Water Fountain Line	5,352.48		2,682,209.13	Pending Approval
14		East Parking Lot	52,971.84		2,735,180.97	Pending Approval
15						
16						
17						
18						
19						
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17						
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22						
23						

RESOLUTION

WHEREAS, the Champaign Park District is a duly organized General Park District organized under the provisions of the Park District Code of the State of Illinois, as amended; and

WHEREAS, the Champaign Park District did at its October 10, 2018 regular board meeting award a contract for construction work improvements of the Operations Facility; and

WHEREAS, the award of the contract was to the lowest responsible bidder; and

WHEREAS, after the award of the contract, and during the course of construction work, it was discovered that various necessary changes are appropriate which will increase certain costs of the construction and such changes are summarized as follows:

Change Order No. 11 – Remove and replace asphalt/base with concrete	increase of \$13,037.76
Change Order No. 12 – Additional downspouts and underground piping.....	increase of \$5,196.10
Change Order No.1 3 – New water line to fountain at Dexter Field	increase of \$5,352.48
 Total Change Order increase (this resolution)	 \$23,586.34

WHEREAS, due to the work already undertaken and exigent time constraints, circumstances necessitate changes in the performance of the contract as awarded which were not reasonably foreseeable at the time of project bidding and contract award; and

WHEREAS, the additional construction work, additions, increases, and change orders are germane to the original contract award as they relate to construction improvements at the Operations Facility; and

WHEREAS, undertaking such additional construction work concurrently with the original contract and in conjunction with the construction efforts already under way is in the best interests of the Champaign Park District in order to expedite completion of the project and comply with applicable codes; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of the Champaign Park District as follows:

That the Change Order numbers 11, 12, and 13 as referred to herein for the construction improvements of the Operations Facility were not reasonably foreseeable at the time of the contract award; that such changes are germane to the original bid, award and contract in that they relate to construction of the facility; and that in order to proceed in the best interests of the Champaign Park District and as authorized by law and pursuant to the terms of the award, contract and documents incorporated therein, staff and officials of the Champaign Park District have been authorized to approve and execute such Change Orders as are reasonably necessary as otherwise described herein to conform and amend the awarded contract to undertake the actions necessary in order to complete the project as directed by the Board of Commissioners. Accordingly, the Change Orders referenced herein are hereby confirmed, authorized and approved for the sums set forth as follows:

Change Order No. 11 – Remove and replace asphalt/base with concrete	increase of \$13,037.76
Change Order No. 12 – Additional downspouts and underground piping.....	increase of \$5,196.10
Change Order No.1 3 – New water line to fountain at Dexter Field	increase of \$5,352.48
 Total Change Order increase (this resolution)	 \$23,586.34

Approved this 14th day of August 2019.

CHAMPAIGN PARK DISTRICT

By: _____
Craig W. Hays, President

Attest: _____
Cindy Harvey, Secretary



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Change Order

PROJECT: <i>(Name and address)</i> Champaign Park District Shop-Yard Expansion 706 Kenwood Road Champaign, Illinois 61821	CONTRACT INFORMATION: Contract For: General Construction Date: 10/2018	CHANGE ORDER INFORMATION: Change Order Number: 011 Date: Aug 2, 2019
OWNER: <i>(Name and address)</i> Champaign Park District 706 Kenwood Road Champaign, IL 61821	ARCHITECT: <i>(Name and address)</i> Farnsworth Group, Inc. 2211 W. Bradley Ave Champaign, IL 61821	CONTRACTOR: <i>(Name and address)</i> CAD Constructions 508E. Pearl St., Unit A-1 Tremont, IL 61568

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order includes labor, material and equipment to remove and replace 1200SF of asphalt with 8" PCC over 4" aggregate CA-6 base to create a straight line layout at the south edge of the existing paved yard area. The change order also includes added excavation and tie-in between new and existing pavement due to grade modifications at the south edge of the existing paved yard. Ensure that the plan grades and measurements meet the required spot elevations and there are no standing water issues.

This change request is associated with RFP #5 issued on July 11th, 2019 from CAD Construction and includes a total increase in cost of \$13,037.76.

The original Contract Sum was	\$ 2,650,000.00
The net change by previously authorized Change Orders	\$ 8,622.79
The Contract Sum prior to this Change Order was	\$ 2,658,622.79
The Contract Sum will be increased by this Change Order in the amount of	\$ 13,037.76
The new Contract Sum including this Change Order will be	\$ 2,671,660.55

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Farnsworth Group, Inc. ARCHITECT <i>(Firm name)</i>	CAD Construction CONTRACTOR <i>(Firm name)</i>	Champaign Park District OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
, Annapoorna Halepatali - Architectural Designer III PRINTED NAME AND TITLE	Alex Brenneman - Project Manager PRINTED NAME AND TITLE	Joe DeLuce - Executive Director PRINTED NAME AND TITLE
08/02/2019 DATE	8/6/19 DATE	DATE



CAD CONSTRUCTION INC.

CONTRATOR'S/ SUBCONTRACTOR'S PROPOSAL BREAKDOWN SUMMARY

PROJECT: Champaign Park District
Shop & Yard Expansion 2019

PROPOSAL REQUEST NUMBER: 005R

OWNER:

PROPOSAL DATE: 7/11/2019

ARCHITECT:

CONSULTANT:

OWNER: Champaign Park District
507 Kenwood Road
Champaign, IL

ARCHITECT: Farnsworth Group
Champaign, IL

CONTRACTOR:

SUBCONTRACTOR:

FIELD:

OTHER:

FROM CONTRACTOR:
CAD CONSTRUCTION
508 E PEARL A-1
TREMONT IL 61568

ARCHITECT'S PROJECT NUMBER: O180867.00

	ADDITIONS	DELETIONS	NET TOTAL
A. MATERIAL	\$ 3,000.00		\$ 3,000.00
B. LABOR	\$ 5,100.00		\$ 5,100.00
C. OTHER MATERIAL/ EQUIPMENT Dirt Work	\$ 1,800.00		\$ 1,800.00
D. NET TOTAL A+B+C			\$ 9,900.00
E. SUBCONTRACTOR OVERHEAD AND PROFIT LINE D. 10%			
F. SUBTOTAL LINE E + F			\$ 9,900.00
G. GENERAL CONTRACTOR'S OVERHEAD AND PROFIT 8%			\$ 792.00
H. TOTAL			\$ 10,692.00
I.			
J. MATERIAL	\$ -		\$ -
K. LABOR			\$ -
L. OTHER MATERIAL/ EQUIPMENT			\$ -
M. NET TOTAL I+J+K+L			\$ -
N. GENERAL CONTRACTOR'S OVERHEAD AND PROFIT LINE E.5%			
O. SUBTOTAL LINE M + N			\$ -
P. BOND & INSURANCE 3%			
Q. TOTAL PROPOSAL H + O + P			\$ 10,692.00

TOTAL PROPOSAL \$ 10,692.00

\$2,345.76

\$13,037.76

DESCRIPTION:

Remove and replace 800SF of asphalt/base with 8" of concrete over 4" CA-6 base. ADD \$2,345.76 to expand an additional 400SF to the straight line layout. If hot patch asphalt backfill to the new concrete is not needed you can deduct \$600.00 from this change order.

ATTACHEMENTS:

ARCHITECT:

CONTRACTOR:

Scott Burge - AIA
NAME AND TITLE

Alex Brenneman - Project Manager
PRINTED NAME AND TITLE



414 East Locust St
Tolono IL 61880
217-722-1659

Project: Champaign Park District
Shop & Yard Expansion
706 Kenwood Road
Champaign IL 61821
Civil Plans: 6-28-19
Architectural Plans Date: 9-7-18
Structural Plans Date: 9-7-18
Date: 7-11-19
RFP #5

Proposal Includes Line Items Listed

1. Added 8-Inch PCC over 4-Inch Aggregate base CA-6 area.

Original Drawing approximately 800 Sq. Ft. Total + \$8,100.00

Straight Line PCC approximately 1200 Sq. Ft. Total + \$10,272.00

Added excavation due to grade changes at swale 150 CY+ \$1800.00

Hot patch amount = \$600.00

Option #1 Total 800 Sq. Ft. \$9,900

Option #2 Total 1200 Sq. Ft. \$12,072

Exclusions:

1. No testing of concrete or compaction provided.
2. No fine grading, seeding, sodding or landscaping
3. No local or state permits
4. No termite control
5. All plan grades and measurements to be taken at + or - .1'
6. No Winter Concrete or Protection Included.
7. Excludes existing foundation removal or pipe if encountered.
8. Extra work will be on the T&M rates agreed upon.
9. No light bases.
- 10.No shoring or bracing for slab on metal deck.
- 11.No demolition works other than utility connections per plans.
- 12.Standard soil conditions assumed.
- 13.No performance bond, if required add 1%.
- 14.Includes one-time mobilization.
- 15.Excludes block retaining walls.

This proposal is good for the Material and labor to complete the work described above. Any extras or deletions must be agreed upon by both parties. After each phase of work is completed the invoice amount is to be paid within 30 days of notification.

EAE

Elizabeth Eaton



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Champaign Park District Shop-Yard Expansion 706 Kenwood Road Champaign, Illinois 61821	CONTRACT INFORMATION: Contract For: General Construction Date: 10/2018	CHANGE ORDER INFORMATION: Change Order Number: 012 Date: Aug 2, 2019
OWNER: <i>(Name and address)</i> Champaign Park District 706 Kenwood Road Champaign, IL 61821	ARCHITECT: <i>(Name and address)</i> Farnsworth Group, Inc. 2211 W. Bradley Ave Champaign, IL 61821	CONTRACTOR: <i>(Name and address)</i> CAD Constructions 508E. Pearl St., Unit A-1 Tremont, IL 61568

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order includes labor, material and equipment to add six new downspouts and underground piping as per CECO's engineering plans. Four downspouts are located on the South addition, one on the North addition, and one on the West side of the existing offices by the break room.


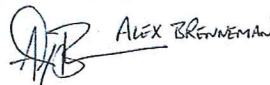

This change request is associated with RFP #9 issued on July 11th, 2019 from CAD Construction and includes a total increase in cost of \$5,196.10.

The original Contract Sum was	\$ 2,650,000.00
The net change by previously authorized Change Orders	\$ 21,660.55
The Contract Sum prior to this Change Order was	\$ 2,671,660.55
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,196.10
The new Contract Sum including this Change Order will be	\$ 2,676,856.65

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Farnsworth Group, Inc. ARCHITECT <i>(Firm name)</i>	CAD Construction CONTRACTOR <i>(Firm name)</i>	Champaign Park District OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
, Annapoorna Halepatali - Architectural Designer III PRINTED NAME AND TITLE	Alex Brenneman - Project Manager PRINTED NAME AND TITLE	Joe DeLuce - Executive Director PRINTED NAME AND TITLE
08/02/2019 DATE	8/6/2019 DATE	DATE



CAD CONSTRUCTION INC.

CONTRATOR'S/ SUBCONTRACTOR'S PROPOSAL BREAKDOWN SUMMARY

PROJECT: Champaign Park District
Shop & Yard Expansion 2019

PROPOSAL REQUEST NUMBER: 009

OWNER:

ARCHITECT:

PROPOSAL DATE: 7/11/2019

CONSULTANT:

CONTRACTOR:

OWNER: Champaign Park District
507 Kenwood Road
Champaign, IL

ARCHITECT: Farnsworth Group
Champaign, IL

SUBCONTRACTOR:

FIELD:

OTHER:

FROM CONTRACTOR:
CAD CONSTRUCTION
508 E PEARL A-1
TREMONT IL 61568

ARCHITECT'S PROJECT NUMBER: O180867.00

	ADDITIONS	DELETIONS	NET TOTAL
A. MATERIAL	\$ 2,251.20	_____	\$ 2,251.20
B. LABOR	\$ 2,560.00	_____	\$ 2,560.00
C. OTHER MATERIAL/ EQUIPMENT	_____	_____	\$ -
D. NET TOTAL A+B+C	_____	_____	\$ 4,811.20
E. SUBCONTRACTOR OVERHEAD AND PROFIT LINE D. 10%			_____
F. SUBTOTAL LINE E + F			\$ 4,811.20
G. GENERAL CONTRACTOR'S OVERHEAD AND PROFIT 8%			\$ 384.90
H. TOTAL			\$ 5,196.10
I.			_____
J. MATERIAL	\$ -	_____	\$ -
K. LABOR	_____	_____	\$ -
L. OTHER MATERIAL/ EQUIPMENT	_____	_____	\$ -
M. NET TOTAL I+J+K+L			\$ -
N. GENERAL CONTRACTOR'S OVERHEAD AND PROFIT LINE E.5%			_____
O. SUBTOTAL LINE M + N			\$ -
P. BOND & INSURANCE 3%			_____
Q. TOTAL PROPOSAL H + O + P			\$ 5,196.10
 TOTAL PROPOSAL			 \$ 5,196.10

DESCRIPTION:

This pricing is to add 6 new downspout connections and underground piping. Four are located on the south building and are required per CECO's engineering. One is located on the north building and required by CECO. One is located on the west side of the existing park district offices by the break room and wasn't shown on the bid set.

ATTACHEMENTS:

ARCHITECT:

CONTRACTOR:

Scott Burge - AIA
NAME AND TITLE

Alex Brenneman - Project Manager
PRINTED NAME AND TITLE



414 East Locust St
Tolono IL 61880
217-722-1659

Project: Champaign Park District
Shop & Yard Expansion
706 Kenwood Road
Champaign IL 61821
Civil Plans: 9-7-18
Architectural Plans Date: 9-7-18
Structural Plans Date: 9-7-18
Date: **7-11-19**

Added Down Spout Connections

Proposal Includes Line Items Listed

1. *1-Downspout added at North Building per building plans.*
2. *4-Downspouts added at South Building per building Plans.*
3. *1- Downspout added at existing building per GC.*
4. *20 LF of 8-Inch SDR-26 to connect downspout at South building.*

Total 6 Added Downspout connections \$675.20 per connection

Skilled laborer & operator with equipment- 1.5MH \$330
Pipe & accessories \$345.20

20 LF of 8-Inch SDR 26 Add \$760
Material \$180
Labor / Operator & Equipment \$580

Total Amount \$4,811.20

Exclusions:

1. No testing of concrete or compaction provided.
2. No fine grading, seeding, sodding or landscaping
3. No local or state permits
4. No termite control
5. All plan grades and measurements to be taken at + or - .1'
6. No Winter Concrete or Protection Included.
7. Excludes existing foundation removal or pipe if encountered.
8. Extra work will be on the T&M rates agreed upon.
9. No light bases.
- 10.No shoring or bracing for slab on metal deck.
- 11.No demolition works other than utility connections per plans.
- 12.Standard soil conditions assumed.
- 13.No performance bond, if required add 1%.
- 14.Includes one-time mobilization.
- 15.Excludes block retaining walls.

This proposal is good for the Material and labor to complete the work described above. Any extras or deletions must be agreed upon by both parties. After each phase of work is completed the invoice amount is to be paid within 30 days of notification.

EAE

Elizabeth Eaton

AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address) Champaign Park District Shop-Yard Expansion 706 Kenwood Road Champaign, Illinois 61821	CONTRACT INFORMATION: Contract For: General Construction Date: 10/2018	CHANGE ORDER INFORMATION: Change Order Number: 013 Date: Aug 7, 2019
OWNER: (Name and address) Champaign Park District 706 Kenwood Road Champaign, IL 61821	ARCHITECT: (Name and address) Farnsworth Group, Inc. 2211 W. Bradley Ave Champaign, IL 61821	CONTRACTOR: (Name and address) CAD Constructions 508E. Pearl St., Unit A-1 Tremont, IL 61568

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order includes all labor, material and equipment required to install new water line serving the fountain at Dexter Park Baseball Field. A new 2" water line of approximately 200' in length is tapped around the South parking lot from the proposed 2" water line running East-West. A blow off valve and shut-off valve are located in the new 2" water line. This service line gets tied into the existing feed serving the fountain. The usage will be metered off the new 2" proposed East-West water line.

The portion of the existing feed connecting to the 20" water main on the West side of the property has already been removed and disconnected. Contractor to disconnect existing water line at the new connection and abandon remaining existing water line in place. Please see the attached drawings for more information.

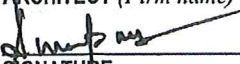
This change order is associated with RFP #7 issued on Aug 5th, 2019 from CAD Construction and includes a total increase in cost of \$5,352.48

The original Contract Sum was	\$ 2,650,000.00
The net change by previously authorized Change Orders	\$ 26,856.65
The Contract Sum prior to this Change Order was	\$ 2,676,856.65
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,352.48
The new Contract Sum including this Change Order will be	\$ 2,682,209.13

The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Farnsworth Group, Inc. _____ ARCHITECT (Firm name)  _____ SIGNATURE	CAD Construction _____ CONTRACTOR (Firm name) _____ SIGNATURE Alex Brenneman - Project Manager _____ PRINTED NAME AND TITLE	Champaign Park District _____ OWNER (Firm name) _____ SIGNATURE Joe DeLuce - Executive Director _____ PRINTED NAME AND TITLE
08/07/2019 _____ DATE	_____ DATE	_____ DATE



CAD CONSTRUCTION INC.

CONTRATOR'S/ SUBCONTRACTOR'S PROPOSAL BREAKDOWN SUMMARY

PROJECT: Champaign Park District
Shop & Yard Expansion 2019

PROPOSAL REQUEST NUMBER: 007

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

SUBCONTRACTOR:

FIELD:

OTHER:

OWNER: Champaign Park District
507 Kenwood Road
Champaign, IL

ARCHITECT: Farnsworth Group
Champaign, IL

FROM CONTRACTOR:
CAD CONSTRUCTION
508 E PEARL A-1
TREMONT IL 61568

ARCHITECT'S PROJECT NUMBER: Q180867.00

	ADDITIONS	DELETIONS	NET TOTAL
A. MATERIAL	\$ 2,396.00	_____	\$ 2,396.00
B. LABOR	\$ 2,560.00	_____	\$ 2,560.00
C. OTHER MATERIAL/ EQUIPMENT	_____	_____	\$ -
D. NET TOTAL A+B+C	_____	_____	\$ 4,956.00
E. SUBCONTRACTOR OVERHEAD AND PROFIT LINE D. 10%			_____
F. SUBTOTAL LINE E + F			\$ 4,956.00
G. GENERAL CONTRACTOR'S OVERHEAD AND PROFIT 8%			\$ 396.48
H. TOTAL			\$ 5,352.48
I.	_____	_____	_____
J. MATERIAL	\$ -	_____	\$ -
K. LABOR	_____	_____	\$ -
L. OTHER MATERIAL/ EQUIPMENT	_____	_____	\$ -
M. NET TOTAL I+J+K+L	_____	_____	\$ -
N. GENERAL CONTRACTOR'S OVERHEAD AND PROFIT LINE E.5%			_____
O. SUBTOTAL LINE M + N			\$ -
P. BOND & INSURANCE 3%			_____
Q. TOTAL PROPOSAL H + O + P			\$ 5,352.48
TOTAL PROPOSAL			\$ 5,352.48

DESCRIPTION:

Install water line around south parking lot to tie into existing feed line serving water fountain at Dexter Park Baseball Field. No RPZ figured. Following details provided by Farnsworth & CPD.

ATTACHEMENTS:

ARCHITECT:

CONTRACTOR:

Scott Burge - AIA
NAME AND TITLE

Alex Brenneman - Project Manager
PRINTED NAME AND TITLE



414 East Locust St
Tolono IL 61880
217-722-1659

Project: Champaign Park District
Shop & Yard Expansion
706 Kenwood Road
Champaign IL 61821
Civil Plans: 9-7-18
Architectural Plans Date: 9-7-18
Structural Plans Date: 9-7-18
Date: **8-5-19**
**Added Water Line Connection for Fountain
Cost Break-Down Revision**

Proposal Includes Line Items Listed

1. *Option #2 Install around pavement areas. Approximately 200 LF of 2-Inch pipe. Shut off with blow off valve included.*

Excavation amount with operator & laborer \$1,760

Plumbing installation labor \$800

Pipe material & valves \$1,220

Include 6ft of copper water line each & valves included \$1,176

Option#2 Total- \$4956.00



Farnsworth GROUP

2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(317) 352-7408 / info@fng.com

www.fng.com
Engineers | Architects | Surveyors | Scientists

#	DATE:	DESCRIPTION:
1	4/8/2019	ASH4
2	4/16/2019	ASH4A
3	6/20/19	ASH4B

Construction Set

01/04/2019

PROJECT:
CHAMPAIGN PARK DISTRICT

SHOP - YARD EXPANSION

706 Kenwood Road, Champaign, IL
61821

DATE: 03/29/2019

DESIGNED: -

DRAWN: -

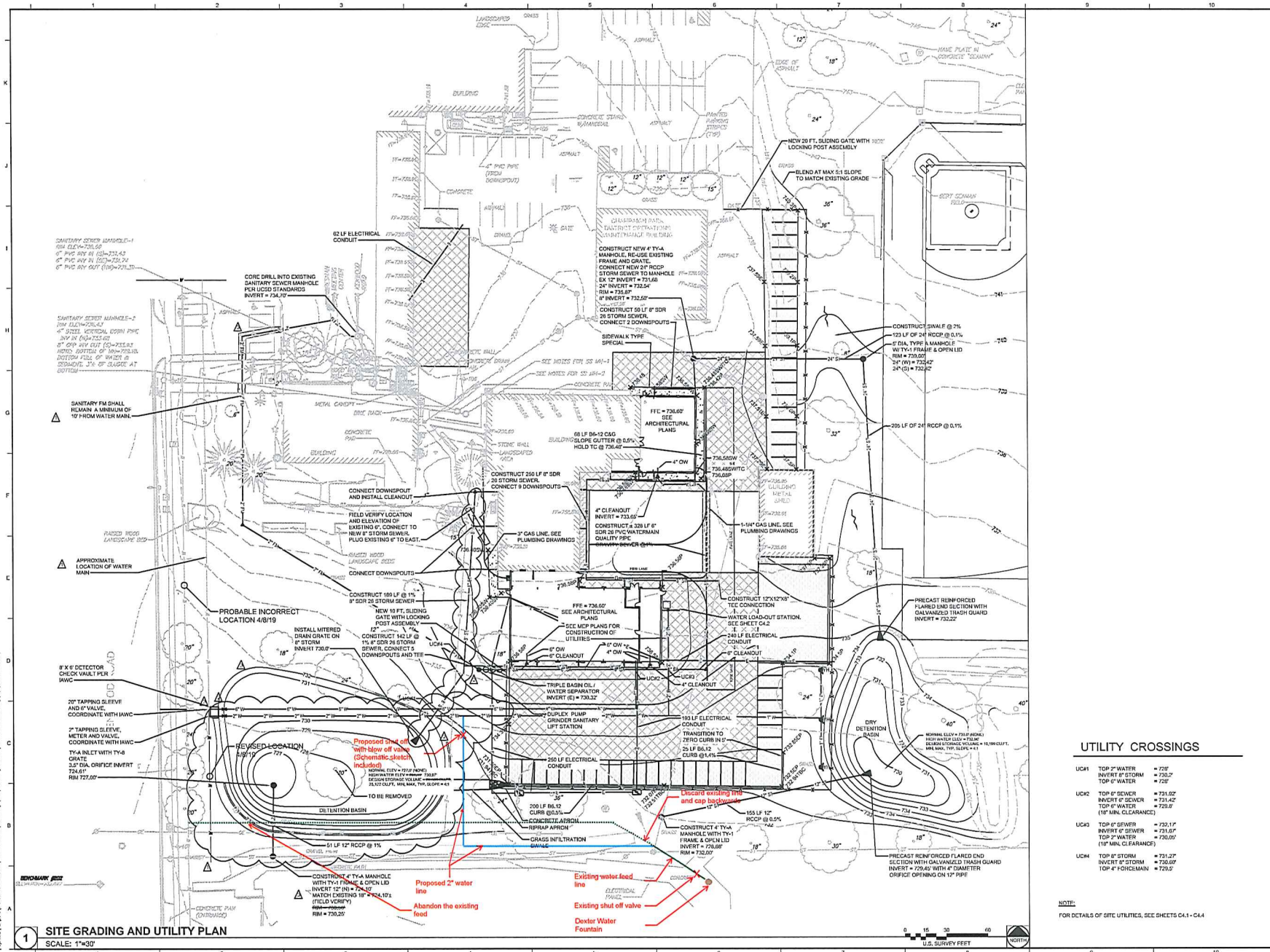
REVIEWED: -

FIELD BOOK NO.: -

SITE GRADING AND UTILITY PLAN

C2.1

PROJECT NO.: 0180867.00



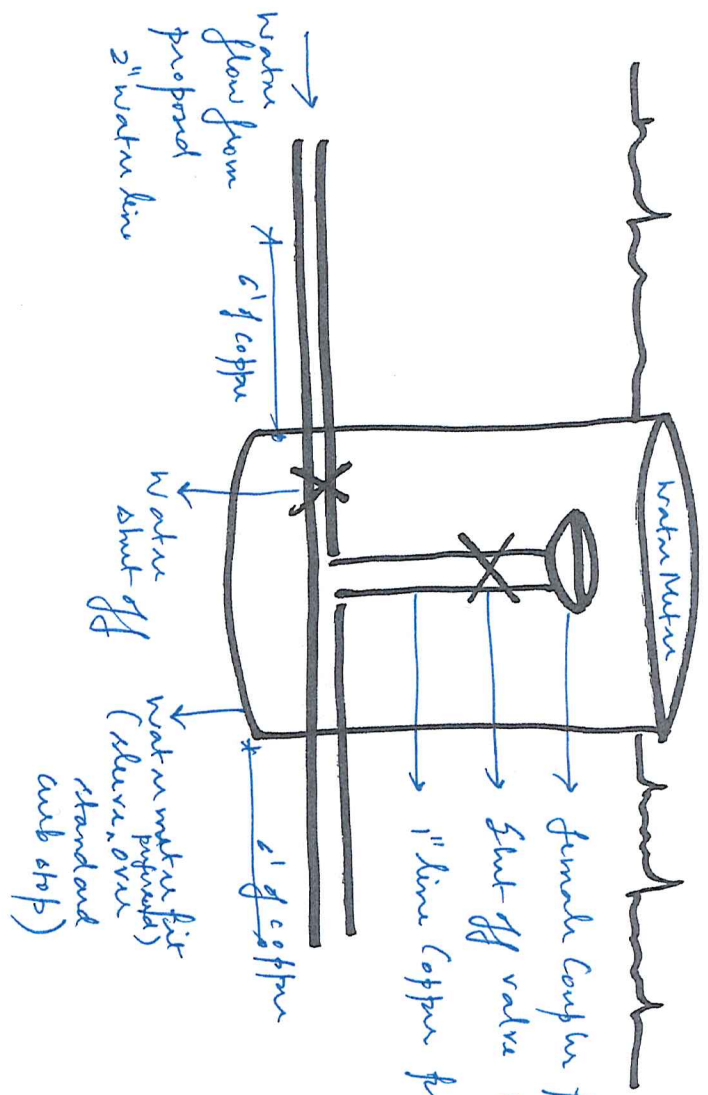
UTILITY CROSSINGS

UCH1	TOP 2" WATER	= 720'
	INVERT 8" STORM	= 720.5'
	TOP 6" WATER	= 720'
UCH2	TOP 6" SEWER	= 731.52'
	INVERT 6" SEWER	= 731.42'
	TOP 6" WATER	= 720.2'
	(18" MIN. CLEARANCE)	
UCH3	TOP 6" SEWER	= 735.11'
	INVERT 6" SEWER	= 731.61'
	TOP 2" WATER	= 730.05'
	(18" MIN. CLEARANCE)	
UCH4	TOP 6" STORM	= 731.37'
	INVERT 6" STORM	= 730.07'
	TOP 4" FORCE MAIN	= 729.5'

NOTE:
FOR DETAILS OF SITE UTILITIES, SEE SHEETS C4.1 - C4.4

1 SITE GRADING AND UTILITY PLAN
SCALE: 1"=30'

Champaign Park District:
 Blow out set: Fx ball valve



female Coupler proposed
 shut-off valve within 1" meter lid
 1" line copper proposed

⑤ The other water shut-off valve is located next to the water fountain



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: August 5, 2019

SUBJECT: Approval of a Resolution Authorizing Change Order Number 14

Background

Construction on the Operations Shop Expansion began this spring and is approximately 50 percent complete. Change orders up to this point have either been credits to the CPD or within the sign-off limits of the Executive Director.

Change order 14 is an owner request. Staff are asking to replace a section of existing asphalt parking lot that was not part of the original scope of work. The parking lot has been in very poor condition for many years and ranks as the most degraded parking lot in the District on the most recent Parking Lot Condition Assessment.

Prior Board Action

October 10, 2018 – Board approval of Operations Shop Construction bid to CAD Construction for \$2,650,000 and an additional \$200,000 from reserves to the project (Project #190011).

Budget Impact

The net total of change order 14 increases the contract by \$52,971.84.

Recommended Action

Staff recommends approval of a resolution authorizing Change Order Number 14 for the Operations Shop Expansion that includes an asphalt parking area removal and concrete replacement for \$52,971.84 as this work is in the best interest of the District.

Prepared by:

Reviewed by:

Daniel Olson
Director of Operations

Joe DeLuce
Executive Director

Operations Shop Expansion Construction Change Order Log

2,650,000

Change Order			Amount (\$)			Remarks
Number	Date	Brief Description	Add	Deduct	Contract Sum	
					2,650,000.00	Original Budget
1	3/19/20	Construction entrance	0.00	0.00	2,650,000.00	ED Approved
2	4/4/19	City review changes	5,841.72		2,655,841.72	ED Approved
3	4/4/19	City review change hose reel	253.80		2,656,095.52	ED Approved
4	4/29/19	Roof insulation and fireproofing	3,947.40		2,660,042.92	ED Approved
5	4/29/19	Fire line materials		2,000.00	2,658,042.92	ED approved
6	4/29/19	Dooor closers two areas	450.00		2,658,492.92	ED Approved
7	5/2/19	Pay Application Credits (site trailer, permits)		7,500.00	2,650,992.92	ED Approved
8	7/24/19	Yard Hydrant Water Line Re-Route	2,599.56		2,653,592.40	ED Approved
9	7/26/19	Additional Anchor Bolts	3,781.08		2,657,373.56	ED Approved
10	7/29/19	Sidewalk at existing bays 4 and 5	1,249.23		2,658,622.79	ED Approved
11		Grading and asphalt to concrete	13,037.76		2,671,660.55	Pending Approval
12		Six additional Downspouts	5,196.10		2,676,856.65	Pending Approval
13		Dexter Water Fountain Line	5,352.48		2,682,209.13	Pending Approval
14		East Parking Lot	52,971.84		2,735,180.97	Pending Approval
15						
16						
17						
18						
19						
20						
17						
21						
22						
23						

RESOLUTION

WHEREAS, the Champaign Park District is a duly organized General Park District organized under the provisions of the Park District Code of the State of Illinois, as amended; and

WHEREAS, the Champaign Park District did at its October 10, 2018 regular board meeting award a contract for construction improvements of the Operations Facility; and

WHEREAS, the award of the contract was to the lowest responsible bidder; and

WHEREAS, after the award of the contract, and during the course of construction work, it was discovered that various necessary changes are appropriate which will increase certain costs of the construction and such change is summarized as follows:

Change Order No. 14 – Remove existing deteriorating asphalt parking lot and replace with new concrete parking lot	increase of \$52,971.84
Total Change Order increase (this resolution)	\$52,971.84

WHEREAS, due to the work already undertaken, time constraints, and circumstances necessitate changes in the performance of the contract as awarded; and

WHEREAS, the additional construction work, increases, and change order are germane to the original contract award as they relate to construction improvements at the Operations Facility; and

WHEREAS, undertaking such additional construction work concurrently with the original contract and in conjunction with the construction efforts already under way is in the best interests of the Champaign Park District in order to expedite completion of the project and comply with applicable codes;

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of the Champaign Park District as follows:

That the Change Order number 14 as referred to herein for the construction improvements of the Operations Facility is germane to the original bid, award and contract in that it relates to construction of and improvements to the facility; and that in order to proceed in the best interests of the Champaign Park District; and as authorized by law and pursuant to the terms of the award, contract and documents incorporated therein, staff and officials of the Champaign Park District have been authorized to approve and execute such Change Order as is reasonably necessary as otherwise described herein to conform and amend the awarded contract to undertake the actions necessary in order to complete the project as directed by the Board of Commissioners. Accordingly, the Change Order referenced herein is hereby confirmed, ratified, authorized and approved for the sum set forth as follows:

Change Order No. 14 – Remove existing deteriorating asphalt parking lot and replace with new concrete parking lot	increase of \$52,971.84
Total Change Order increase (this resolution)	\$52,971.84

Approved this 14th day of August 2019.

CHAMPAIGN PARK DISTRICT

By: _____
Craig W. Hays, President

Attest: _____
Cindy Harvey, Secretary



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Champaign Park District Shop-Yard Expansion 706 Kenwood Road Champaign, Illinois 61821	CONTRACT INFORMATION: Contract For: General Construction Date: 10/2018	CHANGE ORDER INFORMATION: Change Order Number: 014 Date: Aug 7, 2019
OWNER: <i>(Name and address)</i> Champaign Park District 706 Kenwood Road Champaign, IL 61821	ARCHITECT: <i>(Name and address)</i> Farnsworth Group, Inc. 2211 W. Bradley Ave Champaign, IL 61821	CONTRACTOR: <i>(Name and address)</i> CAD Constructions 508E. Pearl St., Unit A-1 Tremont, IL 61568

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order includes labor, materials, and equipment to remove the existing deteriorating asphalt parking lot area of 5,280 SF and provide a new HD 8" concrete parking lot over 4" of compacted gravel. As per the attached sketch, only 4" of concrete will be added in the highlighted 300 SF area. The original contract includes installing 4" of concrete patch at this location.

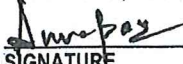
This change request is associated with RFP #6 issued on Aug 5th, 2019 from CAD Construction and includes a total increase in cost of \$52,971.84

The original Contract Sum was	\$	2,650,000.00
The net change by previously authorized Change Orders	\$	32,209.13
The Contract Sum prior to this Change Order was	\$	2,682,209.13
The Contract Sum will be increased by this Change Order in the amount of	\$	52,971.84
The new Contract Sum including this Change Order will be	\$	2,735,180.97

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Farnsworth Group, Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>CAD Construction</u> CONTRACTOR <i>(Firm name)</i>	<u>Champaign Park District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
, Annapoorna Halepatali - Architectural Designer III PRINTED NAME AND TITLE	Alex Brenneman - Project Manager PRINTED NAME AND TITLE	Joe DeLuce - Executive Director PRINTED NAME AND TITLE
08/07/2019 DATE	DATE	DATE



CAD CONSTRUCTION INC.

CONTRATOR'S/ SUBCONTRACTOR'S PROPOSAL BREAKDOWN SUMMARY

PROJECT: Champaign Park District
Shop & Yard Expansion 2019

PROPOSAL REQUEST NUMBER: 006R

PROPOSAL DATE: 8/5/2019

OWNER: Champaign Park District
507 Kenwood Road
Champaign, IL

ARCHITECT: Farnsworth Group
Champaign, IL

OWNER:	<input type="checkbox"/>
ARCHITECT:	<input checked="" type="checkbox"/>
CONSULTANT:	<input type="checkbox"/>
CONTRACTOR:	<input checked="" type="checkbox"/>
SUBCONTRACTOR:	<input type="checkbox"/>
FIELD:	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>

FROM CONTRACTOR:
CAD CONSTRUCTION
508 E PEARL A-1
TREMONT IL 61568

ARCHITECT'S PROJECT NUMBER: O180867.00

	ADDITIONS	DELETIONS	NET TOTAL
A. MATERIAL	\$ 23,048.00		\$ 23,048.00
B. LABOR	\$ 14,000.00		\$ 14,000.00
C. OTHER MATERIAL/ EQUIPMENT	\$ 12,000.00		\$ 12,000.00
D. NET TOTAL A+B+C			\$ 49,048.00
E. SUBCONTRACTOR OVERHEAD AND PROFIT LINE D. 10%			
F. SUBTOTAL LINE E + F			\$ 49,048.00
G. GENERAL CONTRACTOR'S OVERHEAD AND PROFIT 8%			\$ 3,923.84
H. TOTAL			\$ 52,971.84
I.			
J. MATERIAL	\$ -		\$ -
K. LABOR			\$ -
L. OTHER MATERIAL/ EQUIPMENT			\$ -
M. NET TOTAL I+J+K+L			\$ -
N. GENERAL CONTRACTOR'S OVERHEAD AND PROFIT LINE E.5%			
O. SUBTOTAL LINE M + N			\$ -
P. BOND & INSURANCE 3%			
Q. TOTAL PROPOSAL H + O + P			\$ 52,971.84
TOTAL PROPOSAL			\$ 52,971.84

DESCRIPTION:

Pricing is to remove the existing deteriorating asphalt parking lot and provide a new HD 8" concrete parking lot over 4" of compacted gravel. 5280SF of 8" concrete & 3005SF of 4" concrete is in this pricing.

ATTACHEMENTS:

ARCHITECT:

CONTRACTOR:

Scott Burge - AIA
NAME AND TITLE

Alex Brenneman - Project Manager
PRINTED NAME AND TITLE



414 East Locust St
Tolono IL 61880
217-722-1659

Project: Champaign Park District
Shop & Yard Expansion
706 Kenwood Road
Champaign IL 61821
Civil Plans: **6-28-19**
Architectural Plans Date: 9-7-18
Structural Plans Date: 9-7-18
Date: **7-11-19**
RFP #6

Proposal Includes Line Items Listed

1. Added 8-Inch PCC over 4-Inch Aggregate base CA-6 area.
2. Includes approximately 5580 Sq. Ft. of Heavy-Duty PCC.
3. Includes 300 Sq. ft. of added 4-Inch PCC thickness at utility patch area.

Total Amount \$ 49,048



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: August 6, 2019

SUBJECT: Ordinance No. 639, providing for disposal of personal property (Toalson Park Soil Surplus) owned by the Champaign Park District

Background

A long standing License and Indemnification Agreement between the Champaign Park District and the Atkins Group (TAG) allowed for the storage of topsoil at Toalson Park during the construction of the Ashland Park Subdivision. The Agreement was last renewed in May of 2014 for five years and has since expired. Section 3A. of the agreement states, "Thereafter, District shall have the sole right and option to remove, dispose of or utilize the stockpile as it sees fit, or require TAG (at TAG's cost) to do so in the manner set forth in B. below within 120 days after written notice, in order that District may then complete development of the park." Section B. outlines proper removal from the site and safety control measures while the pile is in place.

In May of 2018, the District received confirmation from a Project Manager for Atkins Construction, LLC that they are officially done with the stockpile. Therefore, the District is the owner of the soil.

The District has determined the topsoil is not needed for other projects within the District, but has set some aside at another location for future use. Staff estimates that approximately 1,200 cubic yards of the topsoil remains at Toalson Park. Staff is seeking Board action to declare the topsoil as surplus in order that it may be disposed of.

Prior Board Action

No previous action has been taken on the removal of the topsoil.

Budget Impact

Declaring this surplus has no impact on the current budget.

Recommended Action

Staff recommends approving Ordinance No. 639, an ordinance providing for the disposal of personal property owned by the Champaign Park District, which will allow for disposal of approximately 1,200 cubic yards of topsoil stockpiled at Toalson Park on terms as may be approved by the Executive Director.

Prepared by:

Daniel Olson
Director of Operations

Reviewed by:

Joe DeLuce
Executive Director

ORDINANCE NO. 639

**AN ORDINANCE PROVIDING FOR THE DISPOSAL OF
PERSONAL PROPERTY OWNED BY THE CHAMPAIGN PARK
DISTRICT.**

WHEREAS, the Champaign Park District pursuant to the Park District Code, 70 ILCS 1205/8-22, is granted the ability to dispose of personal property, and

WHEREAS, the Champaign Park District has determined that certain property it owns is no longer necessary, useful to or in its best interests of the Champaign Park District to retain.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Champaign Park District of Champaign County, Illinois as follows:

Section 1. The Board of Commissioners hereby authorizes that said property shall be conveyed or sold to the highest bidder, with or without advertising the sale, or otherwise disposed of on terms as may be approved by the Executive Director.

Section 2. The personal property to be conveyed, sold, or disposed of is as follows: 1,200 cubic yards of topsoil stockpiled at Toalson Park.

PASSED AND APPROVED by three-fifths vote of the Board of Commissioners of the Champaign Park District this 14th day of August 2019.

APPROVED:

Craig W. Hays, Board President

ATTEST

Cindy Harvey, Board Secretary



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: August 8, 2019
SUBJECT: LED Light Fixture Purchase – Lindsay Tennis Courts

Background

The Board of Commissioners awarded the purchase of these fixtures to LED Lighting Wholesale, INC., at their July 10th regular meeting.

When staff proceed with ordering the lights, the District was notified that LED Lighting Wholesale was unauthorized to sell these lights to the District, due to the fact that the District is located outside their authorized territory. Acuity Brands Lighting (Lithonia manufacturer) submitted a letter stating they will not accept a purchase order or fulfill the order, from LED Lighting Wholesale. Therefore, LED Lighting Wholesale rescinded their bid on August 8, 2019.

Bid results that were presented at the July 10th Regular Meeting are as follows:

BIDDER	BID AMOUNT
LED Lighting Wholesale, INC., Kalamazoo MI	\$100,793.28
Tepper Electric, Champaign IL	\$110,176.00
Ensol Energy Management Solutions, Northbrook IL	Does not meet specifications
Solar Max LED, INC., Riverside California	Does not meet specifications

Budget Impact

\$126,000 was budgeted in the FY19/20 Capital Improvement Plan (project # 200010) for this project.

Recommended Action

Staff recommends that the Board retract the original bid award at the July 10, 2019 Regular meeting to LED Lighting Wholesale, INC., and accept the second lowest responsible bid, that meets all specifications, from Tepper Electric in the amount of \$110,176 and authorizing the Executive Director to make the purchase.

Prepared by:

Reviewed by:

Bret Johnson
 Grounds & Maintenance Supervisor

Dan Olson
 Director of Operations



**CHAMPAIGN
PARK DISTRICT**

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: August 14, 2019

SUBJECT: Applewood Valley Development

Background

In 2009 the Park District entered into an MOU (attachment 3) with Hallbeck Homes addressing a donation of 3.8 acres to the Park District for use as a public park within the Applewood Valley development located at the southwest corner of Curtis Road and Mattis Avenue. The entire Applewood Valley development is shown on attachment 1; a portion of it in the southeast corner is moving forward, but this area, like much of the development itself, has not yet been annexed. Although the proposed park donation is not within the current portion moving forward, Hallbeck Homes and the City need to enter into an annexation agreement which addresses the whole of Applewood Valley, which includes the 3.8 acre park parcel. City planners don't anticipate development of the remainder of Applewood Valley is imminent, however, before a final annexation agreement is made, whether or not the park should be included needs to be discussed at this time.

Discussion

As shown in attachment 2 the proposed park is .58 miles from the nearest existing park, Henry Michael Park, to the east. IAPD's *Distinguished Agency Recommendation* for the service area of a neighborhood park is a quarter to a half mile and CPD's *Park and Trail Donation Guidelines* (Policy 01-08) recommends a half mile maximum distance between residents and neighborhood parks. There are no existing parks within that service area buffer. In addition, future Applewood Valley residents would be cut off from other existing parks by two major arterials, Curtis Road and Mattis Avenue, which are considered barriers by the *Park and Trail Donation Guidelines*. For reference, the potential Phinney Branch property would be half a mile from the proposed Applewood Valley property. The proposed Applewood Valley property is smaller than what is recommended in the *Park and Trail Donation Guidelines*, which recommends neighborhood parks be at least 5 acres in size. Although, for comparison, Henry Michael Park is 2.3 acres.

Prepared by:

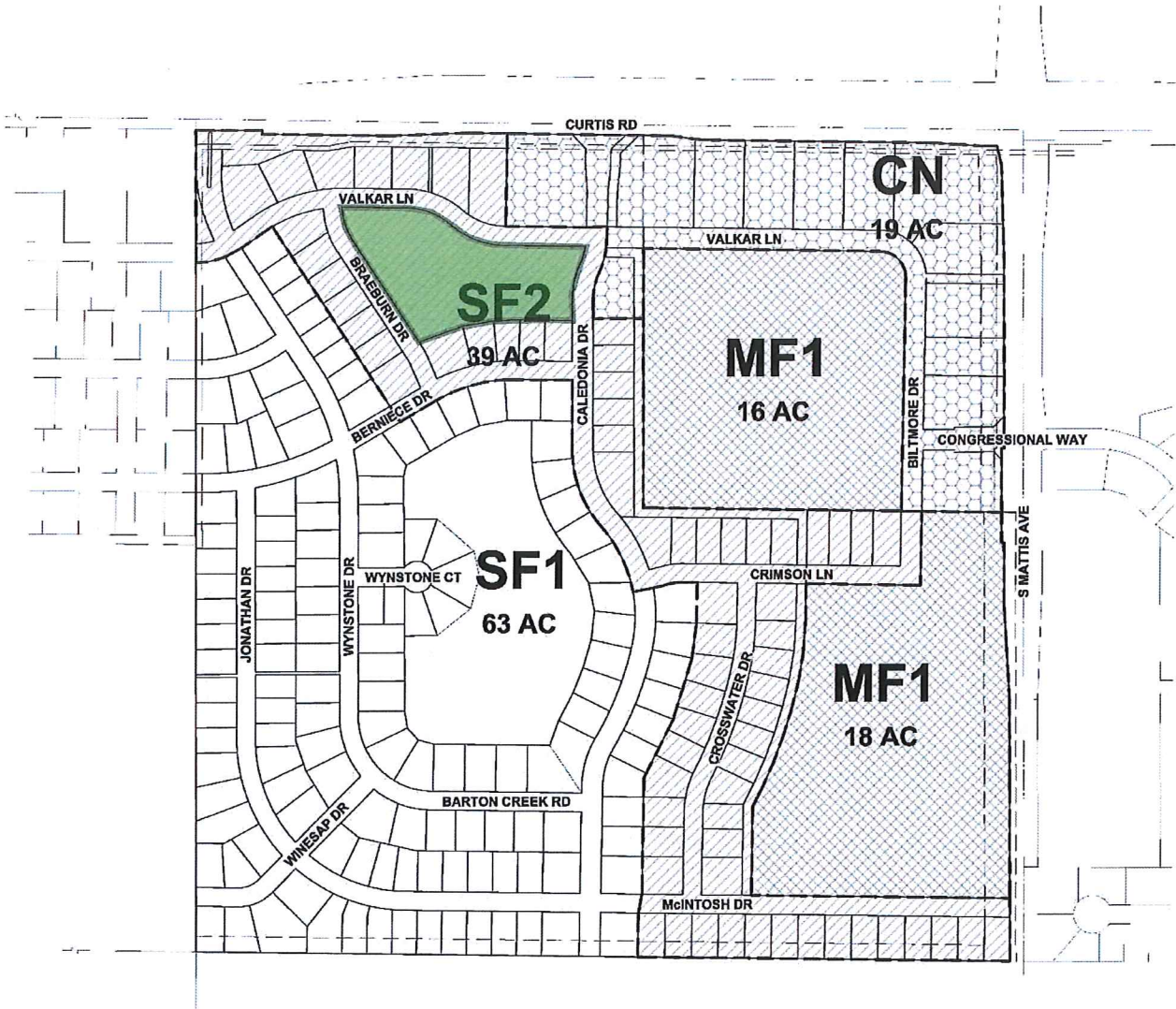
Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director

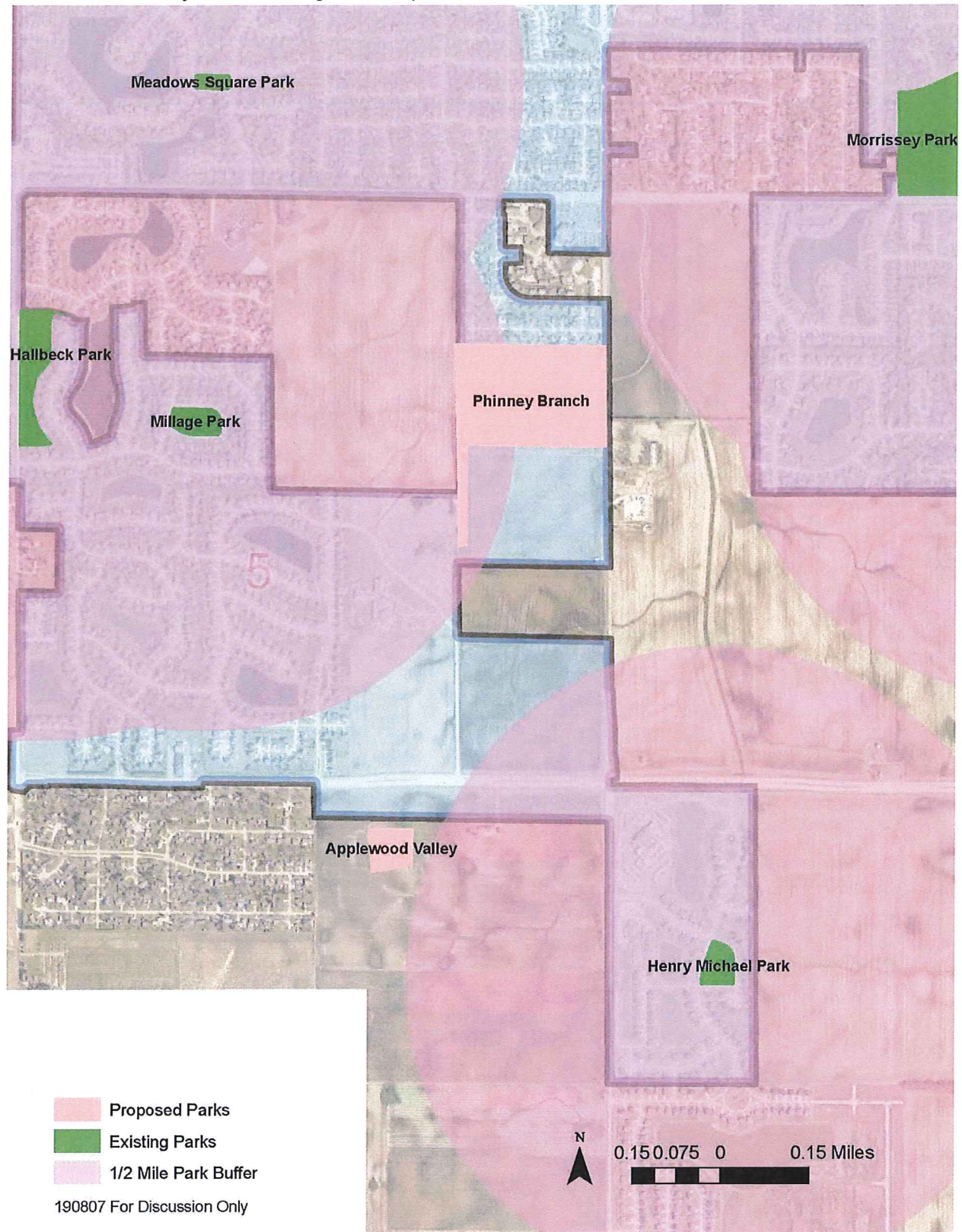
Attachment 1: Zoning Exhibit for Annexation Agreement

ZONING EXHIBIT
APPLEWOOD VALLEY
CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS



Draft – for discussion purposes only.

Attachment 2: Adjacent Existing and Proposed Parks



The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is made and entered into as of the 16 day of ~~January~~^{MARCH} 2009 by and between Hallbeck Homes, Inc. (hereinafter referred to as, "Hallbeck") with a principal place of business at 4101 Fieldstone Road, Champaign, Illinois, 61822, and the Champaign Park District (hereinafter referred to as, "Park District") with a principal place of business at 706 Kenwood Road, Champaign, Illinois, 61821.

The purpose of this Memorandum is to outline the understanding between the parties with regard to that certain parcel of real estate which Hallbeck proposes donate to Park District for the purposes of a park to be located in the proposed Thompson Tract Development located in Champaign, Illinois.

1. The proposed park shall be located on a tract of land as depicted on the document attached hereto as Exhibit "A", containing an area consisting of 3.8 acres (Property), as further depicted on the Area General Plan prepared by HDC Associates on January 30, 2009.
2. The Property to be conveyed to the park district shall have street side perimeter sidewalks within the public right of way,
3. That in addition to the accessibility referenced above, it shall be open to the public on two (2) sides, being Valkar Lane and "Braeburn Drive" as set forth in the Area General Plan.
4. That the Property shall be conveyed by warranty deed without a reverter clause of any kind or character whatsoever, and the Park District shall pay for any title insurance policy that may be necessary to assure its title and to qualify it for potential grant funding through the Illinois Department of Natural Resources (IDNR) or other funding sources, as the case may be.
5. That at the time of the conveyance by Hallbeck, the Property shall have a finished grade pursuant to Park District standards; curbing and stormwater drainage in compliance with the standards of the City of Champaign, Illinois, utility lines stubbed out at boundary lines unless additional arrangements are made. The Property shall not require storm water management and/or detention responsibilities by the Park District, and it shall not assume any such responsibilities.

6. The Park District intends to seek grants in order to develop the park through INDR and other potential sources, including without limitation, suitable matching funds, within twelve (12) months from the date of conveyance.

7. That construction or development of any improvements shall be consistent with the timeframes set forth and required by IDNR, as amended from time to time by IDNR. In the event that no grant is obtained through the IDNR or other suitable governmental body or agency, the Park District shall complete development of the park as part of its then applicable five (5) year capital plan; provided that there is reasonable existent subdivision phase development as determined through good faith negotiations by both parties.

8. That the Property shall be described in an Area General Plan of January 30, 2009 prepared by HDC Associates pursuant to any annexation requirements of the City of Champaign, Illinois.

9. That the name of the park shall be undertaken with the input and suggestions of Hallbeck, and a plaque in recognition of the donation shall be placed at a suitably prominent location at the park so as to identify Hallbeck as the donor.

HALLBECK HOMES, INC.

By: 
Rick Hallbeck, owner

Name of Business: Hallbeck Homes Inc.

Address: 4101 Fieldstone Rd.

Date: 3-16-09

CHAMPAIGN PARK DISTRICT

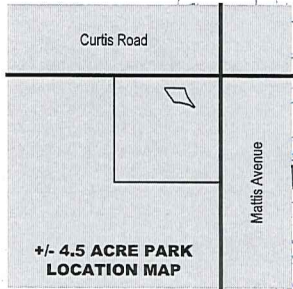
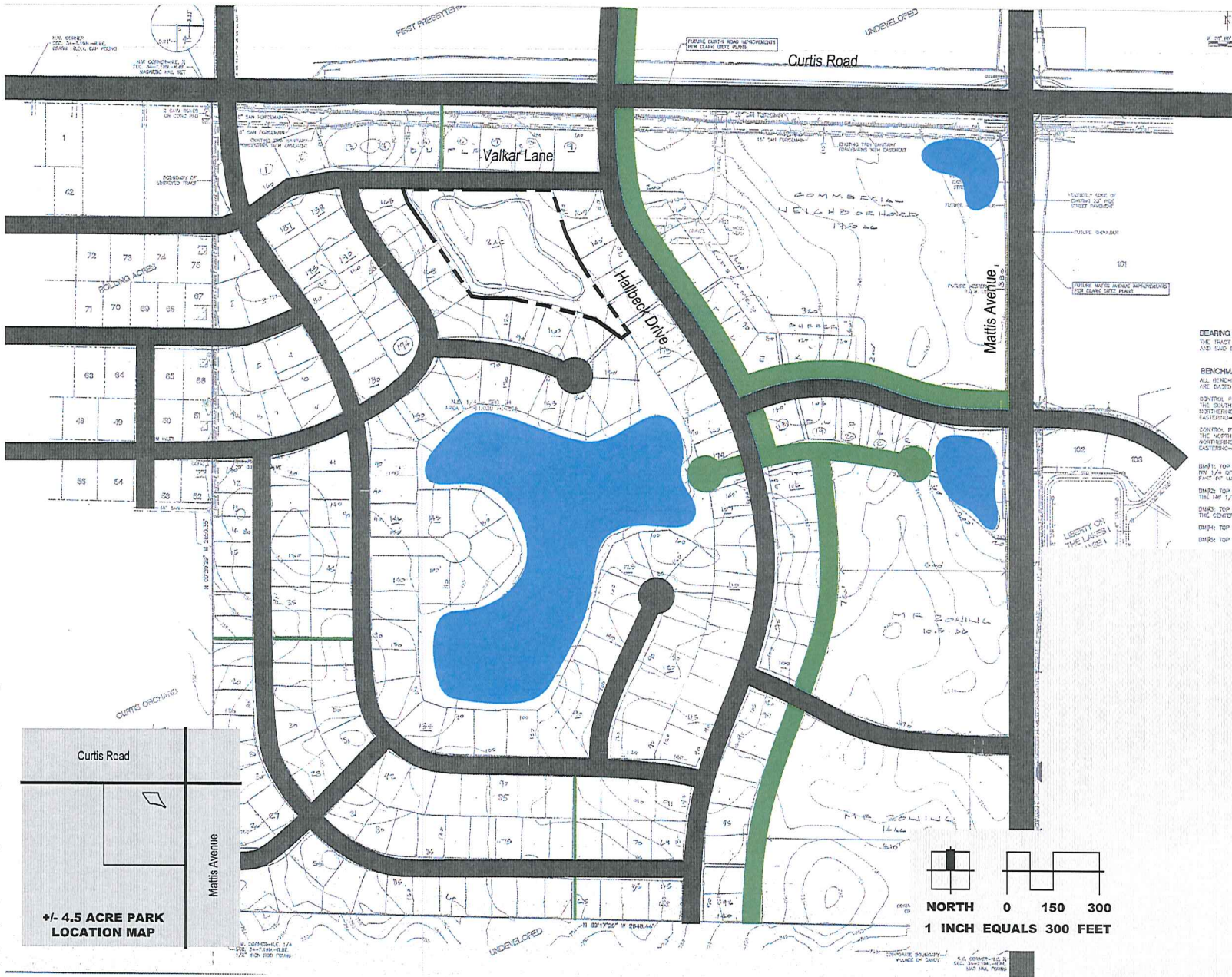
By: 
Bobbie Herakovich, Executive Director

Champaign Park District

706 Kenwood Rd. Champaign, IL 61821

March 11, 2009 Approved by Champaign
Park Board

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Bresnan Meeting Center
706 Kenwood Road
Champaign IL 61821
217 398 2550
champaignparkdistrict.com

thompson tract development park
curtis road and mattis avenue
champaign illinois 61822

date	drawing issue
8/27/2008	for reference

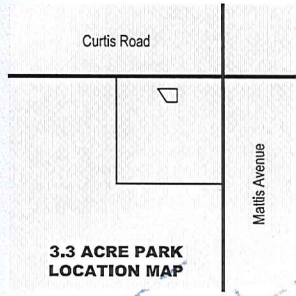
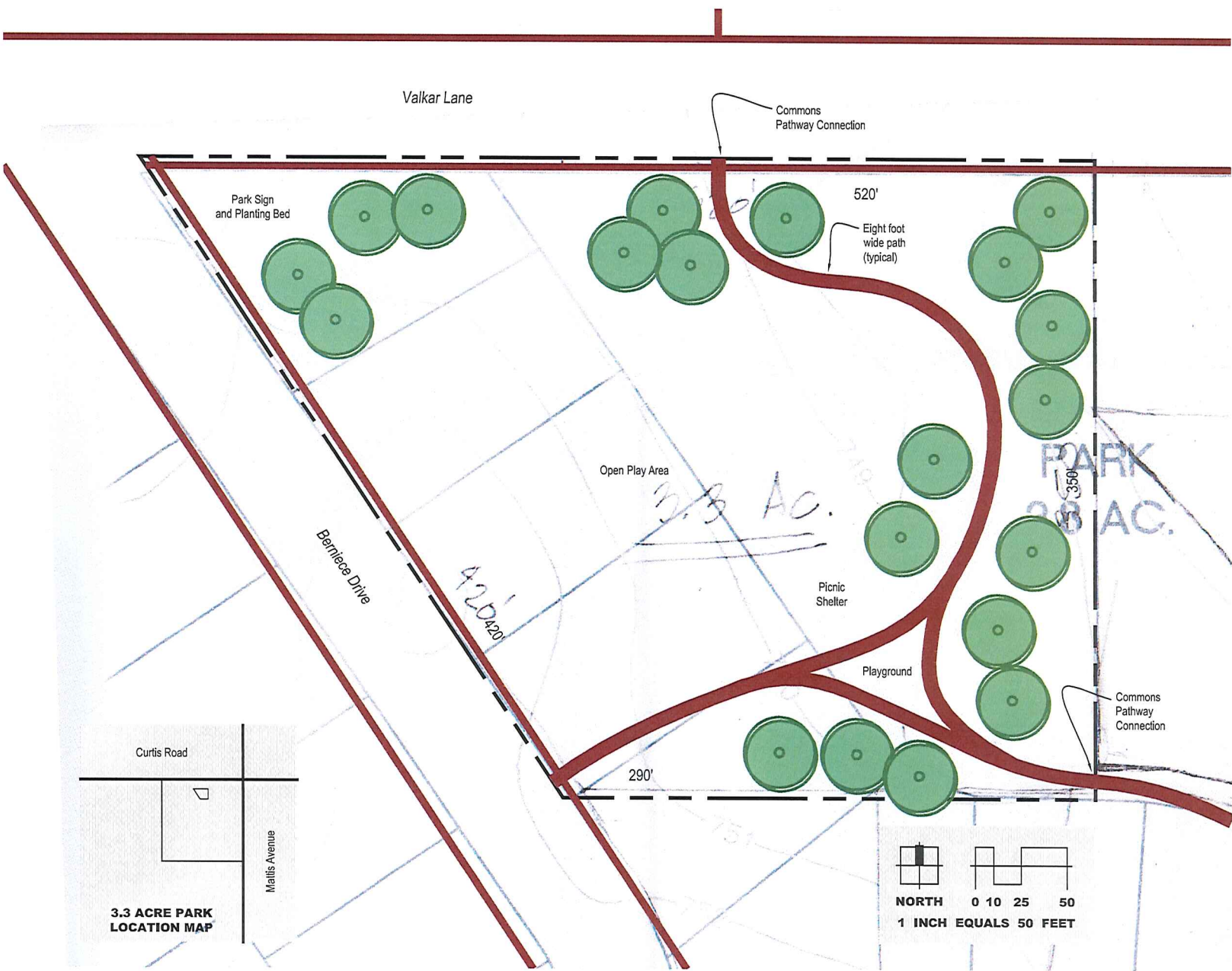
park context

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sheet 1 of 1

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date	drawing issue
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park plan

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sheet 1 of 1