



**AGENDA
REGULAR BOARD MEETING
BRESNAN MEETING CENTER
706 Kenwood Road
Champaign, Illinois
Wednesday, September 11, 2024
5:30 p.m.**

Citizens may livestream or listen to the Public Hearing and/or Regular Board meeting by accessing the following web address or phone number:

<https://us02web.zoom.us/j/85889942842?pwd=TWdrNXUxS3NpbURPdmgd2xpMHBVUT09>

Public comment is not available through online video or telephone conference at this time. For those who are interested in sharing public comment, please join the meetings in-person at the address, time, and date listed above. Pursuant to Board policy, a recording of this meeting will be posted online and linked at the Champaign Park District website for thirty (30) days and then removed.

For online video access, please use the following Meeting ID and Password when prompted:

Meeting ID: 869 4997 3253

Passcode: 123607

Alternatively, the meeting may be accessed by telephone at:

1-312-626-6799, If prompted for the following items, please enter:

Meeting ID: 869 4997 3253, followed by the # symbol

Password: 123607, followed by the # symbol

REGULAR BOARD MEETING

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

Public comments are important to the Board. However, it is the Board's policy not to take action on items until time has been taken to gather and evaluate information, as well as discuss available options. The absence of an immediate response does not indicate a lack of interest in the matter. During the community input portion of the agenda, the Board may typically ask residents to provide input before nonresidents.

The purpose of public participation is to allow the public to address and inform the Board. Please remember that the Board has a limited time to hear from citizens while also efficiently conducting park district business. After an individual has spoken, that individual may not address the same issue again. Any limitation about addressing the board may be waived by it. Planned agenda presentations may, within the Board's discretion, exceed certain time limits.

Public comments are limited to not more than three (3) minutes.

C. COMMUNICATIONS

D. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of August 2024.

E. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

F. COMMITTEE 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. **(Roll Call Vote)**

1. Approval of Minutes of the Regular Board Meeting, August 14, 2024
2. Approval of Minutes of the Special Board Meeting, August 28, 2024

I. NEW BUSINESS

1. Approval of Disbursements
Staff recommends approval of disbursements for the period beginning August 15, 2024 and ending September 11, 2024. **(Roll Call Vote)**
2. Approval of a Resolution Initiating the 2024 General Obligation Bond Issue
Staff recommend approval of a resolution stating the Park District's need and intent to issue \$1,335,000 of General Obligation Bonds for FY 2024/25.
3. Approval of a Resolution Setting a Public Hearing on Proposed Bond Issue
Staff recommend approval of a resolution to set a Public Hearing for Wednesday, October 9, 2024, at 5:30 p.m. at the Bresnan Meeting Center, to discuss the issuance of \$1,335,000 of General Obligation Bonds.

4. Approval of the Bid for General Concrete- for Sunset Ridge Park Entry Drive
Staff recommends awarding the total bid amount to the low, responsive bidder, Duce Construction Company, Champaign IL, in the amount of \$52,775 and requests the Park Board to authorize the Executive Director to enter into a contractual agreement for this work.
5. Approval of the Bids for the John St. Pickleball & Dexter Field Lighting Project
Staff recommends awarding the total bid amount, for both locations, to the low, responsive bidder, Barton Electric, Trenton IL, in the amount of \$380,000 and requests the Board to authorize the Executive Director to enter into a contractual agreement for this work.
6. Approval of Bid for Liquor License at Virginia Theatre
Staff recommends the Park Board authorizes the Executive Director to enter into an agreement with Carbri, Inc., (dba) Farren's Pub & Eatery for alcoholic beverage service, including wine, beer, and spirits, at the Virginia Theatre for a one-year period beginning September 13, 2024, to September 12, 2025.
7. Approval of Bid for Janitorial Services at the Virginia Theatre
Staff recommends that the Park Board authorize the Executive Director to execute an agreement with the low, responsible bidder, RamClean 2 Cleaning Services, Champaign, to provide janitorial services at the Virginia Theater for a term of one (1) year, with the option to renew for one (1) additional year.

J. COMMENTS FROM COMMISSIONERS

K. RETURN TO REGULAR MEETING

L. ADJOURN

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE REGULAR BOARD MEETING
BOARD OF PARK COMMISSIONERS
August 14, 2024**

Public Hearing and Regular Board Meeting

The Champaign Park District Board of Commissioners held a Public Hearing and a Regular Meeting on Wednesday, August 14, 2024, at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Hays presided over the hearing.

Present in-person: President Craig W. Hays, Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl, Jane L. Solon, and Michael R. Somers, Treasurer Donna Lawson, Executive Director, Sarah Sandquist, Secretary and Deputy Executive Director, Jarrod Scheunemann, and Attorney, Guy Hall.

Staff present in-person: Courtney Kouzmanoff, Director of Finance, Dan Olson, Director of Operations and Planning, Jimmy Gleason, Director of Facilities & Technology, Steven Bentz, Director of the Virginia Theatre, Jeannie Robinson, Director of Recreation, Heather Miller, Director of Human Resources, Joe Kearfott, Assistant Director of Facilities and Technology, Chelsea Norton, Director of Marketing & Development, Mitchell Fransen, Park Planner, and Marguerite Bailey, Administrative Project Manager.

PUBLIC HEARING

A. CALL TO ORDER

President Hays called the meeting to order at 5:30 p.m.

B. COMMENTS FROM THE PUBLIC

None

C. ORDINANCE NO. 682, BUDGET AND APPROPRIATION ORDINANCE AMENDMENT

President Hays addressed all parties at the board meeting explaining the purpose of the public hearing, he confirmed that a "Notice of Public Hearing on the Budget and Appropriation Amendment Ordinance" was published in the News-Gazette on Sunday, July 28, 2024, and copies of the proposed Budget Amendment Ordinance were placed on file in the Finance Department and on the Park District's website on Tuesday, July 9, 2024. President Hays further declared the Public Hearing open as required by Illinois State Law in order to receive public comments on the Budget and Appropriation Amendment Ordinance. There was no public comment.

D. CLOSE PUBLIC HEARING

Thereafter, Commissioner Kul moved to adjourn the public hearing. The motion was seconded by Commissioner Solon and unanimously approved.

REGULAR MEETING

A. CALL TO ORDER

President Hays then called the regular board meeting to order immediately following closing the public hearing.

B. PRESENTATIONS

Courtney Kouzmanoff, Director of Finance introduced Jen Martenson who appeared virtually to represent Lauterbach & Amen, LLC. The purpose of the presentation was to provide a summary and respond to questions regarding the completed FY 2022/23 Audit. Ms. Martenson confirmed a copy of the clean audit was available to the board in digital form. The audit was summarized as being broken down into three primary sections: introduction, finance, and transmittal. The Executive Summary was pointed out as the best resource to present a comprehensive overview of the audit, which included a ten (10) year financial trend of the Park District. After concluding the presentation, Ms. Martenson received questions and comments. None were received. The Commissioners expressed their thanks to Ms. Martenson.

C. COMMENTS FROM THE PUBLIC

None.

D. COMMUNICATIONS

None.

E. TREASURER'S REPORT

Treasurer Lawson presented the report. She stated the Park District's finances had been reviewed and were found to be in appropriate order. Ms. Lawson noted that the third installment of real estate taxes has been received from the County Clerk. Approximately fifty three percent (53%) of the total tax levy expected has been received. A short discussion of the July 2024 fund balances and confirmation of transfers was completed.

Vice President McMahon made a motion to accept the Treasurer's Report for the month of July 2024. The motion was seconded by Commissioner Solon. The motion passed unanimously.

F. EXECUTIVE DIRECTOR'S REPORT

Ms. Sandquist gave a brief update of events that have recently taken place and future events. The CU Days event held at Douglass Park was a success with perfect weather and approximately 2500 residents attending. Ms. Sanquist acknowledged the staff for their hard work and the expedient cleanup of the park afterwards. The upcoming events that was noted included the Ties & Tennies Gala scheduled for Thursday, September 12th, the West Side Arts event set to take place at West Side Park on September 15, from 10:00 am to 5:00 pm, and on Saturday, October 5th there will be a ribbon cutting at Douglass Park at 1:00 pm.

G. COMMITTEE AND LIAISON REPORTS

Mr. Scheunemann reported that the Ties and Tennies Gala planning continues. Highlights include over fifty-two thousand dollars (\$52k) in sponsorships, approximately fifty-five (55) silent auction baskets, and ticket sales approximately one hundred and thirty (130) to date. The current goal is to sell more tickets, up to three hundred (300).

H. REPORT OF OFFICERS

Attorney's Report

Attorney Guy Hall reported on two (2) topics. The board previously approved the purchase of land from the Zahnd Family. The property is set for closing on Friday, August 16, 2024, at 9:00 a.m. Commissioner Kuhl inquired whether there was any action for the Zahnd Family to lease back some of the buildings and if all buildings were completely empty. After discussion, it was noted that the parties will address the topic post-closing. At this time there is no agreement for the Zahnd Family to lease back the property. All buildings on the parcel will be owned by the Park District. Ms. Sandquist addressed the board to confirm she would contact the Zahnd Family to address the removal of personal items and to convey what would be required if a lease back agreement is still of interest.

President's Report

None.

I. CONSENT AGENDA

All items appearing below were considered routine by the Board and shall be enacted by one motion. If discussion is desired, that item shall be removed and discussed separately. Commissioner Solon made a motion to approve the consent agenda items with removal item's #3, and #6 (e) and (f), the motion was seconded by Vice President McMahon.

1. Approval of Minutes of the Special Board Meeting, July 24, 2024
2. Approval of Minutes of the Executive Session, July 24, 2024
- ~~3. Approval of Resolution to Ratify Change Orders No. 2, 3, and 4 for the Douglass Park Concessions and Ballfield Project~~
4. Acceptance of FY 2022/23 Audit as presented
5. Approval of Agreement with COPS Shredding Services
6. Approval of Updates to Board Policies
 - a. 1-1 Equal Employment Opportunity Policy
 - b. 3-5a Child Extended Bereavement Leave Act
 - c. 3-5b Family Bereavement Leave Act
 - d. 3-9 Victims Economic Security and Safety Act
 - ~~e. Whistleblower Protection Policy and Procedures~~
 - ~~f. Medication Dispensing Policy~~
 - g. Transportation Policy
 - h. Investment Policy

After discussion, Commissioner Kuhl made a motion to approve consent agenda item #3 once the document had been amended to reflect the dollar amount of (\$37,936.05) shown as a negative value indicating a lesser amount than initially estimated. The motion was seconded by commissioner Solon. The motion passed unanimously.

Commissioner Kuhl made a motion to approve consent agenda item# #6(e), seconded by commissioner Somers after a conversation with council to confirm that commissioners should not be included in the Whistleblower Protection Policy and Procedure as they are elected as opposed to appointed officials and may need to judge a future circumstance.

Commissioner Solon made a motion to approve #6 (b), # 6(c), and # 6(f) with language changes to the policies. Commissioner Somers seconded the motion. The motion passed unanimously.

J. NEW BUSINESS

1. Approval of Disbursements

Commissioner Solon made a motion to approve the list of disbursements for the period beginning July 11, 2024, and ending August 13, 2024. The motion was seconded by Commissioner Somers. Upon roll call, the vote was as follows: Commissioner Kuhl – yes, Vice President McMahon – yes; Commissioner Solon – yes, Commissioner Somers – yes, and President Hays - yes. The motion passed 5-0.

2. Approval of Proposal and Agreement with Skulski Consulting LLC for ADA Transition Plan Update

There was discussion and thereafter, Commissioner Solan made a motion to approve approval for the Executive Director to entering into an agreement with Skulski Consulting, LLC for the ADA Audit and Transition Plan, Vice President Tim McMahon seconded the motion. The motion passed unanimously.

3. Approval of Agreement with Heart Technologies for Access Control

Vice President Tim McMahon made a motion to approve the agreement with Heart Technologies for access control upgrades to Hays Center, the Operations Building, and Bresnan Meeting Center for a total amount of \$77,996.25. Commissioner Somers seconded the motion. The motion passed unanimously.

4. Approval of Ordinance No. 682: FY25 Budget Amendment

Commissioner Solon made a motion to approve adopting Ordinance No. 682, a Budget and Appropriation Amendment Ordinance for FY 2024/25 in the amount of \$800,000. Commissioner Somers seconded the motion. Upon roll call, the vote was as follows: Commissioner Kuhl – yes, Vice President McMahon – yes; Commissioner Solon – yes, Commissioner Somers – yes, and President Hays - yes. The motion passed 5-0.

5. Approval of Bid to Replace and Upgrade the Fly System Computer Control at the Virginia Theatre

Mr. Bentz reported to the Park Board regarding the project. Commissioner Kuhl made a motion to accept the low, responsible bid and authorize the Executive Director to enter into an agreement with Bodine Electric, of Decatur, IL, in the amount of \$635,990.00 to act as general contractor for the Virginia Theatre's Fly System Computer Control Replacement and Upgrade, with \$393,490.00 to be allocated from funds currently held in the Champaign Parks Foundation's Virginia Theatre Restoration Fund, subject to legal council approval, Commissioner Solon seconded the motion. The motion passed unanimously.

6. Approval of Professional Services Agreement with University of Illinois Business Consulting Service for a Strategic Plan

Ms. Sanquist and Mr. Scheunemann reported to the board regarding the proposed agreement. Commissioner Solon made a motion to approve the agreement with the University of Illinois Business Consulting, with an amendment to have the agreement reflect a minimum of five hundred (500) survey responses versus fifty (50), for a total cost of \$15,000.00 as well as authorizing the Executive Director to enter into the contract for strategic plan services, Commissioner Somers seconded the motion. The motion passed unanimously.

7. Approval of Bid for Reconstruction of Hessel Park Parking Lot
Mr. Olson reported to the board regarding the Hessel Park project. Vice president McMahon made a motion to award the contract to the lowest bidder, Mid Illinois Concrete of Urbana Illinois, in the amount of \$363,823.00 and to authorize the Executive Director to enter into a contract for the work. The motion was seconded by Commissioner Somers. The motion passed unanimously.

8. Approval of an Easement Agreement with Marathon Petroleum Company for the Installation of a Trail
Commissioner Somers made a motion to approve the Executive Director to enter into an agreement with Marathon Pipeline LLC for the installation of a trail, the motion was seconded by Commissioner Solon. The motion passed unanimously.

K. DISCUSSION – Q1 Projects

The Executive Director provided an overview of the first quarter Park District projects. The highlights included (36) completed projects since October of 2023 and (34) projects in process. Commissioner Kuhl inquired as to the data collected from the community relating to Clark Park. Mr. Olson, Director of Operations & Planning responded and offered to provide the data for the commissioners to review.

Commissioner Kuhl addressed changing the meeting date with GovHR. Commissioner Kuhl also inquired about Parkland Way.

L. COMMENTS FROM COMMISSIONERS

None.

M. ADJOURN

There being no further business to come before the Board, Vice President McMahon made a motion to adjourn the meeting. The motion was seconded by Commissioner Somers and unanimously approved. The meeting was adjourned at 6:25 p.m.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE SPECIAL BOARD MEETING
BOARD OF PARK COMMISSIONERS
August 28, 2024**

The Champaign Park District Board of Commissioners held a Special Board Meeting on Wednesday, August 28, 2024, at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois. The meeting occurred pursuant to published notice duly given. President Hays presided over the meeting.

Present in person: President Craig W. Hays, Vice President Tim McMahon, Commissioners Barbara J. Kuhl and Michael R. Somers, Sarah Sandquist, Executive Director, Jarrod Scheunemann, Secretary and Deputy Executive Director, Attorney Guy C. Hall. Excused as absent with prior notice: Commissioner Jane L. Solon.

Staff present in person: Courtney Kouzmanoff, Director of Finance, Dan Olson, Director of Operations and Planning, Jimmy Gleason, Director of Facilities & Technology, Jeannie Robinson, Director of Recreation, Joe Kearfott, Assistant Director of Facilities & Technology, and Marguerite Bailey, Administrative Project Manager.

CALL TO ORDER

President Hays called the meeting to order at 5:30 p.m.

PRESENTATION

President Hays acknowledged that the speaker Jeff Yockey had not yet arrived. The presentation would be heard after the board meeting agenda items. President Hays continued to the next item listed on the agenda.

COMMENTS FROM THE PUBLIC

None.

OLD BUSINESS

Approval of Agreement with Clark Dietz for Parkland Way Reconstruction Engineering

Staff recommended the Board authorize the Executive Director to enter into the Professional Services Agreement with Clark Dietz for the Phase 1 engineering of reconstructing Parkland Way, for a total of \$498,970.00. The board was pleased with the historical data compiled for review regarding Parkland Way. After discussion was held on the pros and cons of fixing the concrete, re-paving the road owned by the Park District, and possible updates to amenities to the property owned by the Park District the board requested further information. Commissioner Kuhl and Vice President McMahon requested for a cost estimate to add a layer of asphalt over the concrete and a cost estimate to fix the concrete road only with no additional amenities. Commissioner Kuhl moved to table the matter. The motion was seconded by Vice President Tim McMahon and was unanimously approved. This agenda item is tabled for a future meeting for further board discussion.

NEW BUSINESS

Approval of a Resolution to Apply for an Open Space Land Acquisition and Development (OSLAD) Grant

Staff recommended approval to proceed with applying for the maximum amount of \$ 600,000 for an OSLAD grant by way of authorization and signature of the provided Grant Program Resolution. After a brief discussion was held, Vice President Tim McMahon made a motion to proceed with completing an

application for the OSLAD Grant. The motion was seconded by Commissioner Somers. The motion passed unanimously.

Approval of Intergovernmental Agreement with the City of Champaign for Shared Use of John Street Building

Staff recommended approval of entering into an intergovernmental agreement with the City of Champaign for shared use of the John Street building. There was a brief discussion pertaining to the history of the shared space and maintenance. Vice President Tim McMahon made a motion to enter into an intergovernmental agreement with the City of Champaign. The motion was seconded by Commissioner Somers. The motion passed unanimously.

DISCUSSION

Jimmy Gleason, Director of Facilities and Technology, prepared a PowerPoint presentation for the board and attendees regarding program participation from the summer of 2023 using the RecTrac software and compared it to participation using the SmartRec software which was implemented March 2024. The overall impact was positive, showing a slight increase in participation in offered programs, increased online use, and an increase in private rentals. The board acknowledged the staff for their hard work in implementing the software and their forethought to offer desired programs and sunset those that were not being utilized. The board thanked Mr. Gleason for the presentation and update.

COMMENTS FROM COMMISSIONERS

None.

PRESENTATION

President Hays welcomed Mr. Jeff Yockey, who presented on behalf of Grand Prairie and Rails to Trails. He presented the history and progress of the Rail to Trail paths in the region. Mr. Yockey conveyed that with continued fundraising and path installation there could be a future possibility where the Kickapoo Rail Trail could connect to the Champaign County Rail Trail in Urbana through Champaign and extend Mahomet. Mr. Yockey expressed his desire to work with the Champaign Park District in the future if an opportunity presents itself. The board thanked Mr. Yockey for the presentation and the information provided.

ADJOURN

Vice President Tim McMahon made a motion to adjourn the meeting at 6:47 p.m., Commissioner Kuhl seconded the motion. The motion passed unanimously.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 11, 2024

SUBJECT: Approve a Resolution Initiating the 2024 General Obligation Bond Issue

Background

The Champaign Park District annually issues General Obligation (GO) Bonds to fund necessary improvements and repairs to Park District property, as well as to cover debt service payments on the alternate revenue bonds (ARB) issued to build Sholem Aquatic Center. Last year, the Board authorized the issuance of \$1,295,700 in non-referendum GO Bonds at an interest rate of 4.4%. Since then, the consumer price index (CPI) has increased by 3.4%, increasing the maximum amount the Park District can include in the 2024 property tax levy for debt to \$1,414,135, including interest.

For the fiscal year 2024/25, staff recommended issuing debt for \$1,335,000. This amount would allocate \$532,875 to the final ARB debt service payment, \$56,583 to cover interest on the previous year's bond issue, and the remaining \$745,542 for capital improvements. Notably, the ARB bonds for the Sholem Aquatic Center will be fully paid off in the current fiscal year. As a result, beginning in FY 2025/26, the annual GO bonds will have additional capacity to fund capital improvements or alternative debt.

Timeline for bond issuance

- September 2024—Present a Resolution of intent to issue the annual GO bond for Board approval and set a public hearing date.
- October 2024 – Staff requests Board approval to solicit bids for the bond issue.
- November 2024 – Staff requests Board approval to (1) accept the bid for the bond issue, (2) approve of the bond ordinance, and (3) approve the payoff amount for the prior year's bond issue, due November 30, 2024.

Prior Board Action

None

Budget Impact

The FY 2024/25 budget includes funds to pay interest on the 2023 bond issue, which matures November 30, the \$532,875 ARB bond final debt service payment in December, and all applicable attorney and filing fees for the 2024 debt issuance.

Recommended Action

Staff recommends that the Champaign Park District Board of Commissioners approve a resolution stating the Park District's need and intent to issue \$1,335,000 of General Obligation Bonds for FY 2024/25.

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.

Prepared by:

Courtney R. Kouzmanoff
Director of Finance

Reviewed by:

Sarah Sandquist
Executive Director

RESOLUTION

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

WHEREAS, for the payment of land purchased for parks and boulevards, for the building, maintaining, improving and protecting of the same, and for certain debt service on alternate bonds issued for such purposes, and for the payment of expenses incident thereto, the Champaign Park District is authorized and empowered to issue general obligation limited bonds of said Park District in an amount not to exceed 0.575% of the total assessed valuation of all property in said Park District by Ordinance, and within the Park District's applicable debt service extension base, without an election on such proposition; and

WHEREAS, it is now reasonably expected that the aggregate outstanding unpaid balance of bonds and notes of the Park District, including the bond issue which the Park District proposes to issue and sell on or about December 1, 2024, will not, on that date, exceed 0.575% of the total assessed valuation of all taxable property in the Park District, and in any event such amount will not be exceeded; and

WHEREAS, the Commissioners of the Champaign Park District have made a thorough investigation and given careful consideration of the needs for maintaining, improving and protecting of the lands and buildings and the parks of said Park District, and for land acquisition and the payment of debt service on outstanding alternate bonds; and

WHEREAS, said Commissioners have determined it is necessary to raise additional funds for maintaining, improving and protecting the lands, buildings and parks of said Park District, including the payment of expenses incident thereto and the payment of debt service on outstanding alternate bonds; and

WHEREAS, Champaign Park District does not have sufficient funds available for such purposes and, therefore, it will be necessary to borrow and to issue and sell general obligation limited bonds of said Park District as evidence of such indebtedness in the sum of up to \$1,335,000.00, all as provided for by The Park District Code and the statutes of the State of Illinois thereunto enabling.

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

Section 1. It is desirable and necessary for the best interests of the Champaign Park District and for the residents thereof that the Park District raise additional funds for the maintaining, improving, and protecting of the lands and buildings and the parks of said Park District, and the payment of debt service on outstanding alternate bonds, and for land acquisition, including the payment of expenses incident thereto.

Section 2. The Park District has obligated itself to pay the costs of such improvements and repairs and the payment of debt service on outstanding alternate bonds in excess of \$1,335,000.00 and that, in order to be able to pay those costs, it is necessary, and for the best interests of Champaign Park District, that the Park District borrow the sum of \$1,335,000.00 and that general obligation bonds of the Park District in the aggregate amount of \$1,335,000.00 be issued in evidence thereof, and sold.

Section 3. The ordinance selling such general obligation bonds shall not be enacted for a period of seven days after the adjournment of the public hearing to receive public comments on the proposal to sell such bonds. After the expiration of said seven-day period, the Park District may act on the ordinance selling such bonds for sale on terms to be hereafter approved by this Board general obligation limited bonds of Champaign Park District in the aggregate amount of up to \$1,335,000.00, said bonds to be dated as provided in such ordinance, maturing on or about December 1, 2025, and the Director of Finance and/or the Treasurer of the Park District is hereby authorized and directed to seek out and negotiate with prospective purchasers of said bonds and to report to this Board for its consideration and approval or disapproval the interest rates and other terms bid by said prospective purchasers.

Adopted this 11th day of September 2024.

Approved:

Craig W. Hays, President

Attest:

Jarrold Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 11, 2024

SUBJECT: Approval of a Resolution Setting a Public Hearing on Proposed Bond Issue

Background

Per the Illinois State Statute, if the Champaign Park District is to sell General Obligation (GO) Bonds, a Public Hearing must occur to receive public comments on the proposal to sell bonds. Staff is requesting Park Board approval of a Resolution to set the public hearing date for Wednesday, October 9, 2024, at 5:30 p.m. at the Bresnan Meeting Center to discuss the issuance of \$1,335,000 of bonds to provide funds for capital improvements and to pay debt service on alternate bonds.

Prior Board Action

None

Budget Impact

The FY 2024/25 budget includes the GO Bonds issue at the full value mentioned above, as well as all applicable attorney and filing fees. Due to the tax cap restriction this year, the issuance will be less than the full amount indicated in the budget.

Recommended Action

Staff recommends that the Champaign Park District Board of Commissioners approve a resolution to set a Public Hearing to discuss the issuance of the GO Bonds for Wednesday, October 9, 2024, at 5:30 p.m. at the Bresnan Meeting Center.

Prepared by:

Courtney Kouzmanoff
Director of Finance

Reviewed by:

Sarah Sandquist, CPRE
Executive Director

RESOLUTION

WHEREAS, it is the intention of Champaign Park District to sell bonds in the total amount of \$1,335,000.00 for the purpose of providing funds to pay for the building, maintaining, improving and protecting the parks and boulevards of the Park District, and for certain debt service on alternate bonds issued for such purpose, and for the payment of expenses incident thereto.

WHEREAS, it is required by statute that a governmental unit proposing to sell non-referendum general obligation bonds hold a public hearing concerning its intent to do so prior to the sale of such bonds, and that it give notice of such hearing as required by said statute.

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of Champaign Park District that said Park District shall hold a public hearing concerning its intent to issue and sell general obligations bonds of said Park District in the amount of \$1,335,000.00 for said purpose, said public hearing to be held Wednesday, October 9, 2024, at 5:30 P.M. at Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, as part of the regularly scheduled meeting of said Board to be held that date.

BE IT FURTHER RESOLVED that the Secretary of this Board shall give due public notice of said hearing in the time and manner prescribed by law.

Adopted this 11th day of September 2024.

Approved:

Craig W. Hays, President

Attest:

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 11, 2024

SUBJECT: Sunset Ridge Drive Reconstruction Bid

Background

The Champaign Park District solicited bids for the reconstruction of the parking lot entry approach at Sunset Ridge Park. When the parking lot was constructed in 2012, Peppermill Lane was not fully constructed, and the street was a dead end shortly past the intersection at Boulder Ridge Drive. A temporary chip and seal driveway was constructed to gain access to the parking lot. This temporary drive has deteriorated beyond repair. Staff recommends removal of the deteriorated drive. The new concrete approach will come directly out of the parking lot to the east, along with the sidewalk extension. The damaged City sidewalk panels through the old approach will be removed and replaced, along with a new street curb.

Bid Results

An invitation to bid was published in The News-Gazette. The bids were opened and read aloud on Thursday, August 29, 2024. The results are as follows:

Contractor	Total Bid Amount
Duce Construction Company	\$52,775.00
Stark Excavating, Inc	\$68,200.00
Mid-Illinois Concrete & Excavation	\$70,210.00
Owens Excavating & Trucking	\$83,844.00
A & A Concrete	\$85,369.50
Cross Construction	\$86,096.00

Prior Board Action

The Park Board approved the FY25 Capital Improvement budget at the December 13, 2023 Regular Board meeting.

Budget Impact

\$70,000 was budgeted in the FY25 Capital Improvement plan for general concrete work (25RM02).

Recommended Action

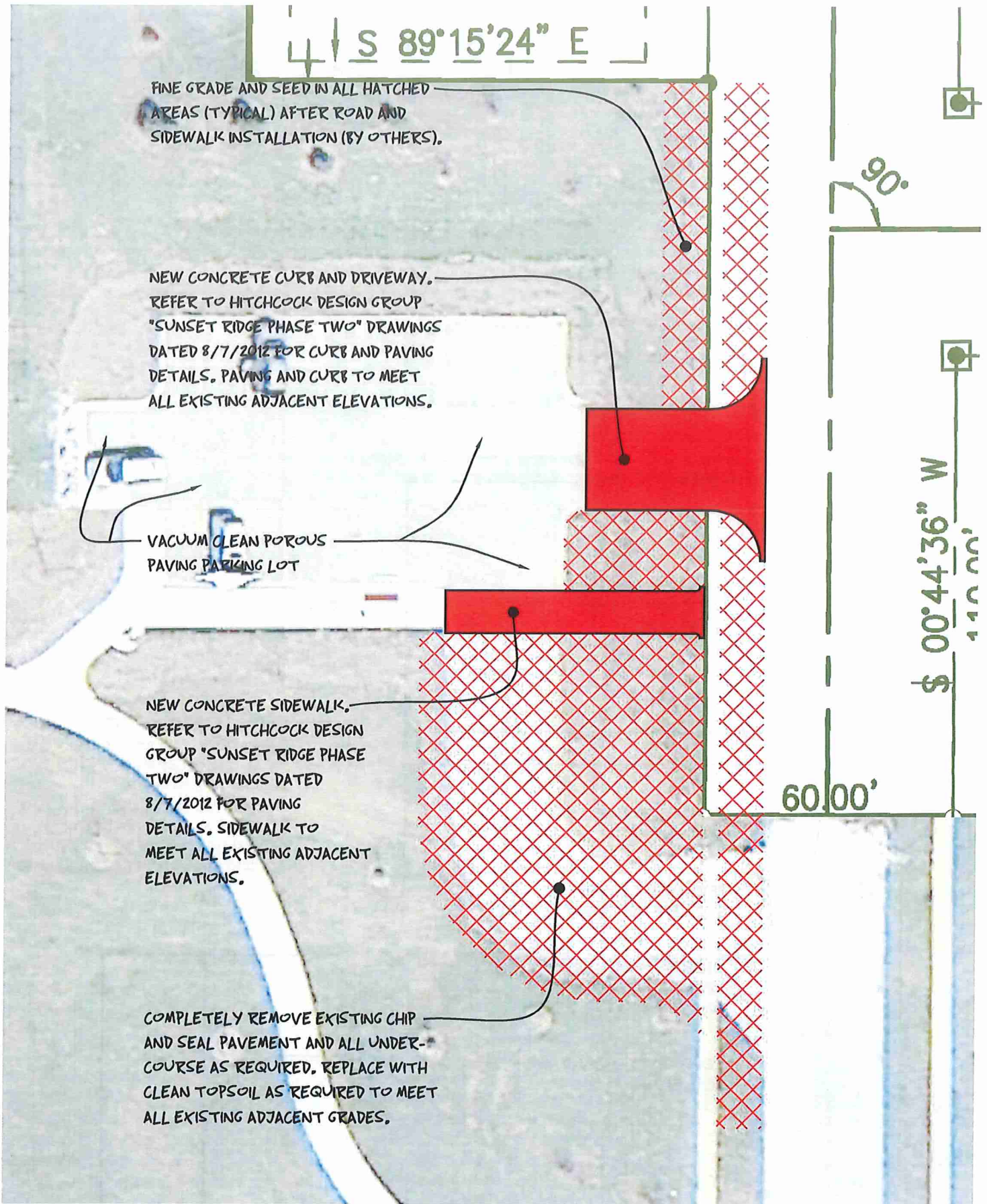
Staff recommends awarding the total bid amount to the low, responsive bidder, Duce Construction Company, Champaign IL, in the amount of \$52,775 and requests the Park Board to authorize the Executive Director to enter into a contractual agreement for this work.

Prepared by:

Bret Johnson
Assistant Director of Operations & Planning

Reviewed by:

Dan Olson
Director of Operations & Planning



Scale: 1" = 30'-0"

October 6, 2016

Enlarged Parking Lot Plan

Sunset Ridge Park



North

Page 1 of 1

SUNSET RIDGE PARK FINAL PHASE TEMPORARY PARKING LOT APPROACH

S 89°15'24" E 110.00'

Parking lot improvements are
not included in the contract

PERMANENT PARKING
LOT PAVED PER BID
ALTERNATE

FUTURE SIDEWALK, CURB
CUT, APRON, AND APPROACH
TO BE INSTALLED UNDER
SEPARATE CONTRACT
WHEN PEPPERMILL LANE
EXTENDS NORTH; TEMPORARY
APPROACH TO BE REMOVED AND
RE-GARDED WITH TREES REPLANTED

TEMPORARY CONC.
BARRIER CURB

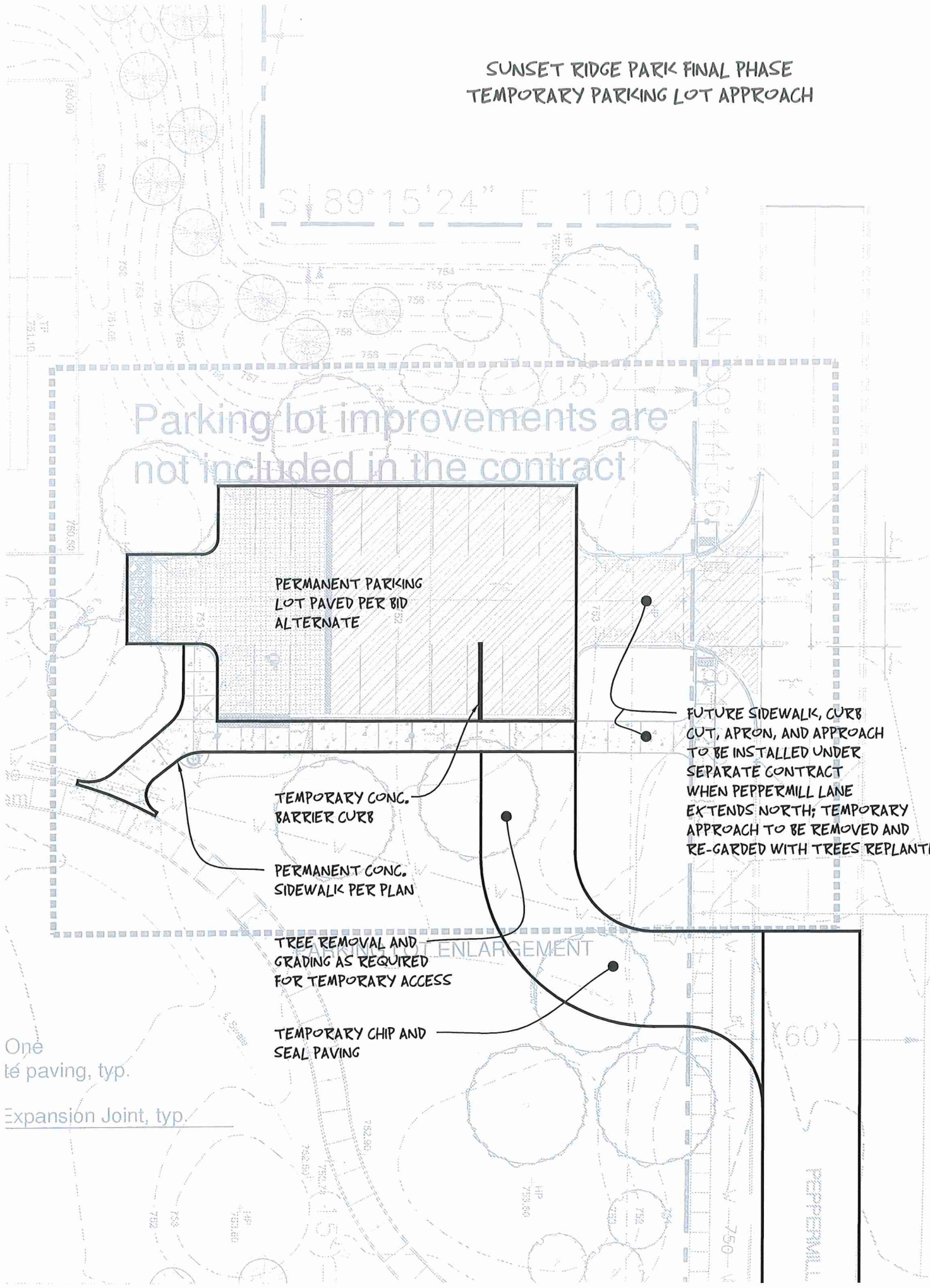
PERMANENT CONC.
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GRADING AS REQUIRED
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TEMPORARY CHIP AND
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CHAMPAIGN PARK DISTRICT Agreement

This Agreement is made and entered into effective this 12th day of September 2024, by and between the Champaign Park District, a municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, and Duce Construction Company, hereinafter referred to as, "Contractor", whose principal address is 417 Wilbur Avenue, Champaign, IL 61822.

RECITALS:

WHEREAS the Park District and Contractor desire to enter into an agreement whereby Contractor will provide services to Park District at designated locations as hereafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein set forth, Park District and Contractor agree as follows:

1. **Services.** The Contractor agrees to provide all materials, supplies, and equipment and to perform all labor required to complete the Sunset Ridge Park drive reconstruction, within the Park District, as described in and in accordance with the provisions of the contract documents which include, but are not limited to: information to vendors, specifications, request for bids, contractor's bid's and this construction contract, including any change orders agreed to hereinafter.
2. **Time of Performance.** The work to be performed under this contract shall be commenced by Monday, September 16, 2024 and shall be entirely completed by October 15, 2024 unless prevented by adverse weather conditions and other circumstances approved in writing by the Park District. The work period may be extended at the sole discretion of the Park District as provided for herein. Failure to complete the work in such time shall be a breach of this contract entitling the Park District to recourse pursuant to Contractor's performance bond and the terms hereof.
3. **Compensation for Services.** Park District shall pay the Contractor for the services provided for the sum of **\$52,775**, payable on the second Thursday of the month following total completion of all said work and approval and acceptance by owner which shall not be unreasonably withheld. All billing must be received by the Park District by the first Wednesday of the month in order to be paid in the same month. The Park District shall make installments as bills are received based on the work completed, with such payments to be paid no later than the second Thursday of the month following submission of the bills.
4. **Hold Harmless and Indemnification.** Park District shall indemnify, defend and hold harmless the Contractor and any of its directors, officers, employees, agents, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against that arises solely from an act, failure or omission on the part of Park District or any of its commissioners, officers, employees, agents, volunteers and representatives in carrying out of the terms of this Agreement.

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

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

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

- i. Workers' Compensation:
 - State Statutory
 - Applicable Federal Statutory
 - ii. Comprehensive General Liability:
 - Bodily Injury (including completed operation and products liability) and Property Damage: \$2,000,000 Each Occurrence, \$2,000,000 Annual Aggregate or a combined single limit of \$2,000,000
 - Property damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.
 - Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$2,000,000
 - Each Occurrence Property Damage: \$2,000,000
 - Each Occurrence \$2,000,000 Annual Aggregate
 - iii. Comprehensive Automobile Liability:
 - Bodily Injury: \$2,000,000 Each Person and \$2,000,000 Each Occurrence
 - Property Damage: \$500,000 Each Occurrence or combined single limit of \$500,000
 - iv. Umbrella Liability Insurance:
 - Contractor shall carry umbrella liability insurance with minimum limits of \$5,000,000 in the aggregate.
6. **Independent Contractor.** Notwithstanding any other provision of this Agreement, the relationship between Park District and the Contractor is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint venturers between the Parties. In addition, the Contractor may from time-to-time hire person(s) to perform labor and other services for it, and any such person(s) shall not be construed to be an employee of or contractor with the Park District in any manner whatsoever. Furthermore, the Contractor does hereby acknowledge its obligations and shall remain responsible for the payment of all withholdings, insurance or other amounts as may be required by law in connection with its hiring or contracting with any such person(s), and shall in all respects hold Park District harmless from and indemnify it for the payment of any such amounts.

7. **Default.** The Park District may terminate this Agreement in the event of a default or breach. A default or breach shall be deemed to occur when any of the services are not provided as required and in the manner and at the times provided for in the specifications referred to in this Agreement. In the event of breach or termination, the Contractor shall be responsible to pay Park District for the reasonable costs incurred by Park District in obtaining replacement services.
8. **Laws and Venue.** The parties agree that the laws governing this Agreement shall be the laws of the State of Illinois. The parties further agree that in the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois shall be the appropriate venue for such claim or suit.
9. **Severability.** In any event one or more of the provisions contained in this Agreement shall be determined by a Court to 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, therefore remain in effect.
10. **Compliance with Laws.** Contractor shall comply with all laws, statutes, ordinances and regulations applicable to the work to be performed, including, without limitation, the Illinois Prevailing Wage Act, Illinois Fair Employment Practices Act, all equal employment opportunity laws, all affirmative action ordinances and all other state, federal, or local laws or regulations applicable to the performance of this contract. In this connection, Contractor guarantees that not less than the prevailing rate of wages shall be paid to laborers, workers and mechanics performing work required to complete this contract. Further, Contractor acknowledges that, except in certain situations permitted by law, Illinois-resident laborers will be used for the work.
11. **Assignment.** Neither party, nor any subsidiary, successor, partner, employee, agent or affiliate shall 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. Any assignee or sub-contractor must be acceptable to the Park District, must furnish a signed Champaign Park District "Commitment to engage in Affirmative Action Practices" form, and must agree to comply with all statutory requirements pertaining to Illinois prevailing wages, the Illinois Fair Employment Act, Equal Opportunity laws and all other State and Federal laws and regulations applicable to the performance of this Agreement.
12. **Time of the Essence.** Time is of the essence in the performance and completion of the terms of this Agreement.
13. **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 the 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.
14. **Counterparts.** This Agreement shall be executed in duplicate, each of which shall be deemed to be an original.
15. **Notice.** All notices required pursuant to this Agreement shall be in writing and shall be deemed to have been given on the date and at the time they are sent by certified mail, return receipt requested, to the respective party at the address set forth below, or at such other place or address as the parties shall provide to each other in writing. In addition, any such notice shall be sent by first class regular U.S. Mail.

Champaign Park District
Attention: Sarah Sandquist
Executive Director
706 Kenwood Road
Champaign, IL 61821

Duce Construction Company
Attention: Michael Ducey
President
417 Wilbur Ave.
Champaign, IL 61822

16. **Entire Agreement and Amendment.** This Agreement and any terms or specifications attached hereto or otherwise referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings either oral or written of the parties in connection herewith. No modification of this Agreement shall be effective unless made in writing, signed by both parties and dated after the date hereof.
17. **Term.** This Agreement shall be in effect upon execution, provided this Agreement may be terminated at any time without notice upon the express written consent of both Parties or for default as provided for herein.
18. **Interpretation of Agreement.** In interpreting this Agreement, each of the Parties expressly agrees that the Agreement was prepared by all of the Parties jointly, and that no ambiguities shall be resolved against any Party on the basis that it was responsible, or primarily responsible for having drafted the Agreement. In addition, each of the Parties acknowledges that it did not execute this Agreement under duress, and was represented by legal counsel in connection with the preparation of this Agreement or chose not to engage the services of such counsel. Further, whenever the context so requires: (a) all words used in the singular shall be construed to have been used in the plural (and vice versa); (b) each gender shall be construed to include the other gender; (c) the word "person" shall be construed to include a natural person, corporation, limited liability company or partnership, firm, joint venture, trust, estate, or any other entity, and (d) the words "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of any provision of this Agreement any person, right, obligation or concept which might otherwise be construed to be outside the scope of such provision.
19. **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.

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

PARK DISTRICT:
Champaign Park District

CONTRACTOR:
Duce Construction Company

By: _____

By: _____

It's: _____

It's _____

Date: _____

Date: _____

ATTEST:

By: _____
Jarrod Scheunemann, Board Secretary

Date: _____



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 11, 2024

SUBJECT: Pickleball and Dexter Field Lighting Bid

Background

The Park District solicited a single bid to install sports lighting at two locations. The John Street Pickleball Complex will receive new lighting, and the Dexter Baseball Field will receive replacements. The new lighting system for pickleball will consist of four (4) new 50' poles and sixteen (16) Musco LED fixtures. The replacement system for Dexter field will consist of six (6) new 60' and 70' poles and thirty (30) Musco LED fixtures. The existing lighting system was installed in 1987. Staff will also apply for an Ameren Illinois energy savings incentive for this site. Both new systems have a 25-year manufacturer warranty.

Bid Results

An invitation to bid was published in The News-Gazette. The bids were opened and read aloud on August 29, 2024. The bid amounts for each facility are shown separated below. However, they were bid as one project to get better pricing and cannot be split between two bidders. The results are as follows:

Contractor	Pickleball Bid Amount	Dexter Bid Amount	Total Bid Amount
Barton Electric, Inc	\$220,000	\$160,000	\$380,000
Remco Electrical Corp	\$221,163	\$214,175	\$435,338
Davis Electric	\$193,978	\$284,172	\$478,150
Glesco Electric, Inc	\$252,973	\$324,123	\$577,096

Prior Board Action

The Park Board approved the FY25 Capital Improvement budget at the December 13, 2023, Regular Board meeting.

Budget Impact

\$230,000 was budgeted in the FY25 Capital Improvement plan for new lights at the John St. Pickleball Complex (250012), and \$305,000 was budgeted in the FY25 Capital Improvement plan for replacement lights at Dexter Baseball Field (250013).

Recommended Action

Staff recommends awarding the total bid amount, for both locations, to the low, responsive bidder, Barton Electric, Trenton IL, in the amount of \$380,000 and requests the Board to authorize the Executive Director to enter into a contractual agreement for this work.

Prepared by:

Bret Johnson
Assistant Director of Operations & Planning

Reviewed by:

Dan Olson
Director of Operations & Planning

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.

CHAMPAIGN PARK DISTRICT Agreement

This Agreement is made and entered into effective this 12th day of September, 2024, by and between the Champaign Park District, a municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, and Barton Electric Inc., hereinafter referred to as, "Contractor", whose principal address is 247 State Route 160, Trenton, IL 62293.

RECITALS:

WHEREAS, the Park District and Contractor desire to enter into an agreement whereby Contractor will provide services to Park District at designated locations as hereafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein set forth, Park District and Contractor agree as follows:

1. **Services.** The Contractor agrees to provide all materials, supplies, and equipment and to perform all labor required to complete the new outdoor lighting system at the John St. pickleball complex and the replacement outdoor lighting system at Dexter field, within the Park District, as described in and in accordance with the provisions of the contract documents which include, but are not limited to: information to vendors, specifications, request for bids, contractor's bid's and this construction contract, including any change orders agreed to hereinafter.
2. **Time of Performance.** The work to be performed under this contract shall be commenced by Monday, September 16, 2024 and shall be entirely completed by December 16, 2024 unless prevented by adverse weather conditions and other circumstances approved in writing by the Park District. The work period may be extended at the sole discretion of the Park District as provided for herein. Failure to complete the work in such time shall be a breach of this contract entitling the Park District to recourse pursuant to Contractor's performance bond and the terms hereof.
3. **Compensation for Services.** Park District shall pay the Contractor for the services provided for the sum of **\$380,000**, payable on the second Thursday of the month following total completion of all said work and approval and acceptance by owner which shall not be unreasonably withheld. All billing must be received by the Park District by the first Wednesday of the month in order to be paid in the same month. The Park District shall make installments as bills are received based on the work completed, with such payments to be paid no later than the second Thursday of month following submission of the bills.
4. **Hold Harmless and Indemnification.** Park District shall indemnify, defend and hold harmless the Contractor and any of its directors, officers, employees, agents, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against that arises solely from an act, failure or omission on the part of Park District or any of its commissioners, officers, employees, agents, volunteers and representatives in carrying out of the terms of this Agreement.

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

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

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

- i. Workers' Compensation:
 - State Statutory
 - Applicable Federal Statutory
 - ii. Comprehensive General Liability:
 - Bodily Injury (including completed operation and products liability) and Property Damage: \$2,000,000 Each Occurrence, \$2,000,000 Annual Aggregate or a combined single limit of \$2,000,000
 - Property damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$2,000,000
 - Each Occurrence Property Damage: \$2,000,000
 - Each Occurrence \$2,000,000 Annual Aggregate
 - iii. Comprehensive Automobile Liability:
 - Bodily Injury: \$2,000,000 Each Person and \$2,000,000 Each Occurrence
 - Property Damage: \$500,000 Each Occurrence or combined single limit of \$500,000
 - iv. Umbrella Liability Insurance:
 - Contractor shall carry umbrella liability insurance with minimum limits of \$5,000,000 in the aggregate.
6. **Independent Contractor.** Notwithstanding any other provision of this Agreement, the relationship between Park District and the Contractor is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint venturers between the Parties. In addition, the Contractor may from time-to-time hire person(s) to perform labor and other services for it, and any such person(s) shall not be construed to be an employee of or contractor with the Park District in any manner whatsoever. Furthermore, the Contractor does hereby acknowledge its obligations and shall remain responsible for the payment of all withholdings, insurance or other amounts as may be required by law in connection with its hiring or contracting with any such person(s), and shall in all respects hold Park District harmless from and indemnify it for the payment of any such amounts.

7. **Default.** The Park District may terminate this Agreement in the event of a default or breach. A default or breach shall be deemed to occur when any of the services are not provided as required and in the manner and at the times provided for in the specifications referred to in this Agreement. In the event of breach or termination, the Contractor shall be responsible to pay Park District for the reasonable costs incurred by Park District in obtaining replacement services.
8. **Laws and Venue.** The parties agree that the laws governing this Agreement shall be the laws of the State of Illinois. The parties further agree that in the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois shall be the appropriate venue for such claim or suit.
9. **Severability.** In any event one or more of the provisions contained in this Agreement shall be determined by a Court to 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, therefore remain in effect.
10. **Compliance with Laws.** Contractor shall comply with all laws, statutes, ordinances and regulations applicable to the work to be performed, including, without limitation, the Illinois Prevailing Wage Act, Illinois Fair Employment Practices Act, all equal employment opportunity laws, all affirmative action ordinances and all other state, federal, or local laws or regulations applicable to the performance of this contract. In this connection, Contractor guarantees that not less than the prevailing rate of wages shall be paid to laborers, workers and mechanics performing work required to complete this contract. Further, Contractor acknowledges that, except in certain situations permitted by law, Illinois-resident laborers will be used for the work.
11. **Assignment.** Neither party, nor any subsidiary, successor, partner, employee, agent or affiliate shall 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. Any assignee or sub-contractor must be acceptable to the Park District, must furnish a signed Champaign Park District "Commitment to engage in Affirmative Action Practices" form, and must agree to comply with all statutory requirements pertaining to Illinois prevailing wages, the Illinois Fair Employment Act, Equal Opportunity laws and all other State and Federal laws and regulations applicable to the performance of this Agreement.
12. **Time of the Essence.** Time is of the essence in the performance and completion of the terms of this Agreement.
13. **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 the 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.
14. **Counterparts.** This Agreement shall be executed in duplicate, each of which shall be deemed to be an original.
15. **Notice.** All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given on the date and at the time they are sent by certified mail, return receipt requested, to the respective party at the address set forth below, or at such other place or address as the parties shall provide to each other in writing. In addition, any such notice shall be sent by first class regular U.S. Mail.

Champaign Park District
Attention: Sarah Sandquist
Executive Director
706 Kenwood Road
Champaign, IL 61821

Barton Electric Inc
Attention: Elaine Barton
President
247 State Route 160
Trenton, IL 62293

- 16. **Entire Agreement and Amendment.** This Agreement and any terms or specifications attached hereto or otherwise referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings either oral or written of the parties in connection herewith. No modification of this Agreement shall be effective unless made in writing, signed by both parties and dated after the date hereof.
- 17. **Term.** This Agreement shall be in effect upon execution, provided this Agreement may be terminated at any time without notice upon the express written consent of both Parties or for default as provided for herein.
- 18. **Interpretation of Agreement.** In interpreting this Agreement, each of the Parties expressly agrees that the Agreement was prepared by all of the Parties jointly, and that no ambiguities shall be resolved against any Party on the basis that it was responsible, or primarily responsible for having drafted the Agreement. In addition, each of the Parties acknowledges that it did not execute this Agreement under duress, and was represented by legal counsel in connection with the preparation of this Agreement or chose not to engage the services of such counsel. Further, whenever the context so requires: (a) all words used in the singular shall be construed to have been used in the plural (and vice versa); (b) each gender shall be construed to include the other gender; (c) the word "person" shall be construed to include a natural person, corporation, limited liability company or partnership, firm, joint venture, trust, estate, or any other entity, and (d) the words "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of any provision of this Agreement any person, right, obligation or concept which might otherwise be construed to be outside the scope of such provision.
- 19. **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.

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

PARK DISTRICT:
Champaign Park District

CONTRACTOR:
Barton Electric Inc

By: _____

By: _____

It's: _____

It's _____

Date: _____

Date: _____

ATTEST:

By: _____
Jarrod Scheunemann, Board Secretary

Date: _____



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 11, 2024

SUBJECT: Virginia Theatre Alcohol Beverage Service Agreement for 2024-2025

Proposal

To allow for the sale by a third-party vendor of alcoholic beverages, including wine, beer, and spirits, on site at the Virginia Theatre during select events under a one-year agreement between the Champaign Park District (Park District) and Carbri, Inc., of Champaign, doing business as Farren's Pub & Eatery (Farren's).

Background

Since 2013, alcoholic beverages have been offered for sale at select Virginia Theatre events by outside merchants who are contracted to sell wine, beer, and spirits in the facility's lobbies. No glass containers are used, and the alcohol concession at these events and the service has gone without incident.

The Park District has had a vendor contract with Farren's for over ten (10) years for alcoholic beverage service at the Virginia Theatre. The contract included a commission of 25% of Farren's net sales, providing the Park District with additional revenue while enhancing the theatre's service to its patrons.

The contract specifies that the vendor is responsible for training their own staff and acting as an independent business-within-a-business, bringing their own supplies and handling set up, tear down, and clean up. The vendor is responsible for their own stock, insurance, alcohol licensing, "Bassett" certification of bar staff, identification checks, and sales to the public.

Prior Board Action

On August 9, 2023, the Park Board authorized the Executive Director to enter into an extension of an agreement between the Park District and Farren's to act as vendor for public alcohol sales, including wine, beer, and spirits, at the Virginia Theatre for a one-year period beginning that expires September 12, 2024.

RFP Results

Two proposals were received at the Park District in response to its request by the deadline of 3:00 P.M., Thursday, August 29, 2024, from the following vendors for alcoholic beverage service at the Virginia Theatre:

1. Farren's Pub and Eatery, 117 North Walnut Street, Champaign, Illinois, 61820
2. The Hound's Rest, LLC, 120 North Walnut Street, Champaign, Illinois, 61820

Farren's Pub and Eatery proposed a commission of 10% of gross alcoholic beverage sales versus 25% of net alcoholic beverage sales after the deduction of the following approved vendor expenses: sales tax, cost-of-inventory-sold, credit card processing fees, liquor licenses, and labor. Farren's also accepted and agreed to the terms of the RFP.

The Hound's Rest proposed a commission of 10% of gross sales of alcoholic beverages at the Virginia Theatre. Hound's Rest also accepted and agreed to the terms of the RFP.

The proposals differ in how the commission is calculated, with Farren's offering a guaranteed percentage of gross sales vs a higher commission based on net sales, while The Hound's Rest offers a flat percentage commission based on gross sales, with no further deduction for business expenses.

Based upon past alcoholic beverage sales at the Virginia Theatre, sales commissions paid to the Park District have at times exceeded 12.5% of gross, after the deduction of vendor expenses. For this reason, staff believes that the "versus" commission structure offered by Farren's would allow the Park District the benefits of both a guaranteed 10%-of-gross-sales commission and the potential for higher revenues.

Budget Impact

None. There is no out-of-pocket expense to the Park District.

Recommended Action

Staff recommends the Park Board authorizes the Executive Director to enter into an agreement with Carbri, Inc., (dba) Farren's Pub & Eatery for alcoholic beverage service, including wine, beer, and spirits, at the Virginia Theatre for a one-year period beginning September 13, 2024, to September 12, 2025.

Prepared by:

Steven Bentz
Director, Virginia Theatre

Reviewed by:

Sarah Sandquist
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 September 11, 2024, 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 117 North 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, 2024, and ending at midnight, September 12, 2025.

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 quarter accounting for the prior quarter's sales. Copies of sales, expenses, and revenue figures shall be kept on file at both Farren's and Virginia Theatre.

- D. Ten percent (10%) of Farren's gross sales versus twenty-five percent (25%) of Farren's net sales (whichever is higher) shall be payable to Park District. Net sales are defined as gross receipts from the sale of beer, wine, and other types of alcoholic beverages, less approved licensing fees, sales tax, labor costs, credit card processing fees, and the costs-of-goods-sold related to the applicable event. Payment to Park District shall be due on the last day of each first month of each quarter.
- E. 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 and its commissioners, officers, employees, volunteers, and agents 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 September 13, 2024.

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: Sarah Sandquist
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, 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.

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

CHAMPAIGN PARK DISTRICT

By: _____
Sarah Sandquist, Executive Director

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

By: 
Carolyn Farren, Proprietor

Attest:

By: _____
Jarrod Scheunemann, Deputy Executive Director

FARREN'S PUB AND EATERY 117 N WALNUT, CHAMPAIGN, IL, 61820 217/359-6977

August 28, 2024

Steven Bentz
Virginia Theatre
203 West Park Avenue
Champaign, IL 61820

Re: Proposal to Sell Alcoholic Beverages at the Champaign Park District's Virginia Theatre

To whom it may concern,

Farren's Pub and Eatery wishes to submit the attached proposal for consideration in the matter of choosing a vendor to sell alcoholic beverages at the Virginia Theatre.

Farren's has been in business since February 18, 2000, and we have been working with the Virginia Theater and the Champaign Park District since 2013. We have enjoyed a mutually beneficial relationship for its entirety, providing alcoholic beverage service at hundreds of public events.

For 2024-2025, we propose the same business arrangement and sales commission structure that we have been operating under for our current agreement, but with the additional inclusion of a 10%-of-gross-sales "guarantee". This is for those cases where the standing 25% commission calculated from net sales (after the deduction of all vendor expenses) would otherwise fall below 10% of the actual gross sales.

Please note that this arrangement still includes the current sales commission of 25% of net alcoholic beverage sales, calculated by subtracting from the total gross sales the following approved vendor expenditures: sales tax, cost-of-inventory-sold, credit card processing fees, liquor licenses, and labor. Attached please also find a sample menu of current offerings.

We respectfully request that Farren's corporate structure be able to apply and obtain a permanent site liquor license in lieu of applying for individual T licenses for each event.

As always, we are amenable to making tweaks and adjustments to our service to best accommodate theatre guests and events.

Thank you for your time and consideration in this matter! We look forward to continuing our relationship.

Regards, Carolyn Farren
Owner/Operator, Farren's Pub & Eatery

**REQUEST FOR PROPOSALS
FOR
VIRGINIA THEATRE ALCOHOLIC BEVERAGES SERVICE**

The Champaign Park District invites qualified vendors to submit a proposal, subject to conditions and instructions as specified, for:

Sales of alcoholic beverages at the Virginia Theatre, Champaign

Proposal specifications are available at the Virginia Theatre, 203 West Park Avenue, Champaign, Illinois, 61820, by calling (217) 819-3902, or by emailing steven.bentz@champaignparks.org.

Completed proposals shall be delivered or mailed to the attention of Steven Bentz, Virginia Theatre Director, at the Virginia Theatre, 203 West Park Avenue, Champaign, Illinois, 61820, **no later than 3:00 P.M. (CDT), on Thursday, August 29, 2024**. Late proposals and facsimile copies will not be accepted.

The Champaign Park District reserves the right to reject any or all proposals, waive any or all irregularities, and select the proposal that is in its best interests.

All respondents must comply with local, state, and federal laws.



203 West Park Avenue
Champaign, IL 61820

REQUEST FOR PROPOSALS:
VIRGINIA THEATRE ALCOHOLIC BEVERAGES SERVICE

August 14, 2024

Qualified vendors are invited to submit a proposal, subject to conditions and instructions as specified, for:

Sales of alcoholic beverages at the Virginia Theatre, Champaign



Request for Proposal: Alcoholic Beverages Service

1. General Scope of Project

The Champaign Park District operates a food and beverage concession at the Virginia Theatre, located at 203 West Park Avenue, Champaign, IL, 61820, but does not sell alcoholic beverages and so is seeking a partner to sell alcoholic beverages on the premises at events where such service would be appropriate.

This agreement will offer vendor(s) the opportunity to receive sales rights of alcoholic beverages at public events at the Champaign Park District's Virginia Theatre for a one year period to begin Friday, September 13, 2024, with the option to renew for one additional year, by mutual agreement of the parties.

The Champaign Park District is seeking a liquor service agreement to take effect September 13, 2024, that will be awarded to the vendor(s) that best meets the needs of the Virginia Theatre and the Champaign Park District.

2. Project Description

The chosen vendor(s) must comply with all federal, state, and local codes and regulations. The vendor is responsible for all related licenses, fees, and taxes. The Champaign Park District is located in the city of Champaign, IL, in Champaign County.

The selling price of all products shall be mutually agreed upon during the negotiation of the final terms and conditions. The final products sold on District-owned property will be the decision of the Park District, with the advice of the successful contractor.

The Champaign Park District is requesting that the following information be included in your proposal:

1. Commission percentage to Champaign Park District of gross sales of alcoholic beverages.
2. Provide a list and specifications of equipment and space needed for set up for alcohol sales and storage.
3. Provide a sample of the accounting system and method of reporting monthly sales volume.
4. Provide a detailed account of procedures to insure your servers meet all serving guidelines.
5. The chosen vendor(s) must provide for the minimum insurance coverage (see Section 6).
6. Describe how, during the term of the contract, you shall provide a superior level of customer service.
7. Provide a suggested menu of alcoholic beverages and price points for service at the Virginia Theatre.
8. Provide the maximum number of servers and individual bar stations that your company could make available at a given event at the Virginia Theatre.

3. Selection & Award Process

A selection committee will review all the proposals and rank the vendors accordingly based upon the Park District's award criteria detailed below. Interviews may be conducted at the Park District's discretion.



Request for Proposal: Alcoholic Beverages Service

Award criteria include, but are not limited to:

- Completeness and responsiveness of the proposal submitted.
- Maintenance of an approved inventory and accounting system providing a verifiable means of keeping accurate readings and records.
- A detailed commission structure that is in the best interests of the Champaign Park District.
- Detailed monthly accounting and reporting process.
- Provision of clean, safe, and sanitary equipment and serving area that meet or exceed industry standards.
- Provision of trained and certified personnel to properly serve alcohol.
- Vendor will be solely responsible for payment of all applicable State of Illinois and City of Champaign taxes and licenses, including the City of Champaign prepared food and beverage tax.
- The alcohol licensee holder is the sole responsible party in the event of any liquor code violations, which would include any underage consumption.

4. Submission Process, Due Date, and Required Documents

A packet including all required forms and supporting documentation must be addressed and delivered to the address listed below, which is the address to be used for all communication in connection with this project:

Steven Bentz, Director
Virginia Theatre
203 West Park Avenue
Champaign, IL 61820

Proposals must be received no later than **3:00 P.M. on Thursday, August 29, 2024**. Responses received later than the given date and time above will be rejected and returned unopened.

Inquiries

Questions and comments regarding this solicitation should be directed to **Steven Bentz, Virginia Theatre Director, at 217-819-3902 or steven.bentz@champaignparks.org**. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible vendors. Only written answers to questions shall be binding.

5. Schedule for Selection Process

The following is the proposed schedule:

- a. Responses are due no later than **3:00 P.M. on Thursday, August 29, 2024**.
- b. Selection Committee review/interviews as determined by the Park District.
- c. Alcoholic Beverage Agreement is negotiated with the Selection Committee's recommended vendor.
- d. Alcoholic Beverage Agreement is expected to be executed **Wednesday, September 11, 2024**.



Request for Proposal: Alcoholic Beverages Service

6. Insurance Requirements and Quality Assurance

The Champaign Park District requires evidence of insurance coverage: General Liability, Errors and Omissions, Dram Shop Liability, Automobile Liability, and Worker's Compensation for the general acceptable limits of the Park District.

The Champaign Park District will require the successful contractor(s) to provide indemnification and insurance in forms, coverages, and amounts acceptable to the Park District. The successful contractor will provide a certificate of insurance naming the Champaign Park District, its officers, employees, and volunteers as additional insureds upon execution of an agreement. The selected vendor will fully indemnify and hold harmless the Park District from and against all claims and liabilities associated directly or indirectly with the contractor's vending operations.

7. Outline for Response (use additional sheets as necessary)

- a. Company Background
 1. Name of company:
 2. Contact Name:
 3. Company Address, City, State, Zip Code:
 4. Company Telephone Number:
- b. Company Profile
 1. History of Company:
 2. Years in Business:
 3. Type of Ownership:
 4. Type of Organization:
 5. Size of Company:
 6. Professional Affiliations:
- c. Personnel
 1. Identify Site Manager:
 2. Provide number of servers available to work at the Virginia during a given event:
 3. Provide list of all key personnel who will be assigned to this contract:
- d. Qualifications of the Company
 1. Background of experience and successful results in similar size and type services:
 2. A list of current contracts for similar services:
 3. Copy of alcohol license:
- e. Products and Pricing
 1. A proposed product list and pricing in the proposal:
- f. Financial Return for Concession
 1. A proposed annual financial return to the Park District:
 2. A complete description of Vendor's method of reporting sales/purchases to Park District:



Request for Proposal: Alcoholic Beverages Service

- g. Expected Services
 - 1. A summary of any expected services from the Champaign Park District:
- h. Vendor's Understanding of the Project
 - 1. A complete description as to the firm's role, methodology, and approach to the scope of services:
- i. References
 - 1. Provide at least 3 references, with current e-mail addresses and phone numbers:

8. Request for Additional Information

The Champaign Park District reserves the right to request any further additional information that it deems necessary for the review and award process.

9. Cancellation of Request for Letters of Interest

The Champaign Park District reserves the right to cancel this request for products and services at any time, to elect not to award the work listed, to award a portion of the work listed, to reject any or all of the responses, and to waive any informality or irregularity in any response received. The District shall be the sole judge of the merits of the proposals received.

10. Attachments

Several attachments are included with this RFP. Attachments (see below) include:

- 1) Description of Property
- 2) Concession Site
- 3) Pricing and Compensation Form

11. Description of Property

With a population of more than 88,000 people, Champaign also serves the University of Illinois population and some Urbana residents through reciprocal agreements.

Organized in 1911, the award-winning Champaign Park District ("CPD"), with an annual budget of over \$25 million, manages and maintains more than 600 acres of community parks, playgrounds, and facilities, and provides recreational services and educational opportunities to more than one million park visitors annually.

Recreational facilities include (1) outdoor pool, (3) waterslides, (2) recreation centers with gymnasiums, (2) senior centers, a cultural arts center, the Virginia Theatre (a 1,463 seat auditorium), a (6) court indoor tennis facility, (23) outdoor tennis courts, (19) softball and



Request for Proposal: Alcoholic Beverages Service

baseball fields, (21) soccer fields, (26) playgrounds, a children's petting zoo, (5) picnic shelters, a skate park, a dog park, and a small lake for fishing.

More than 1,200 recreational and leisure programs and events are scheduled each year, targeting families and various age groups from young children up through senior citizens. CPD-owned events include Concerts in the Park and Halloween Funfest. The CPD also is integral in providing support for well-attended community events like Street Fests in downtown Champaign.

The CPD has received several state and national awards such as the Distinguished Agency distinction from the Illinois Association of Park Districts (IAPD), The National Gold Medal Award for Excellence in Parks and Recreation, and the Ellis Water Safety Platinum Award.

12. Concession Site

VIRGINIA THEATRE

203 West Park Street
Champaign, IL 61820

Various operating hours and days, depending on public and private events. Box Office hours are 10:00 A.M. to 5:00 P.M., Monday through Friday and two hours before each performance.

Since 1921, The Virginia Theatre has been a landmark in the business district of Champaign, and in the history of the region. The 1463 seat theatre has offered entertainment as a vaudeville house, legitimate theatre, and movie palace. In May, 1991, after over three decades as a single-screen movie theatre, the Virginia made the return to live performance with a theatre/concert called *Songs of America*. The show sold out, and they had to turn away 200 people. In January of 2000, the Champaign Park District joined in the efforts to save this prized landmark. After assuming control of the theatre, the Park District embarked on a massive renovation to bring the facility back to its original glory and into compliance with local safety ordinances. Now, with major renovations completed, the Virginia Theatre continues its tradition of quality entertainment that was first sparked by such legendary performers as Charlie Chaplin, Buster Keaton, Red Skelton, Will Rogers, W.C. Fields, and the Marx Brothers.

In addition to its main auditorium, the Virginia Theatre also includes an East Lobby and an Upper (Mezzanine) Lobby, two catering kitchen areas, a concession stand, and numerous restrooms.

The Virginia Theatre is planned to operate on an average of over 200 events per year including movies, concerts, comedy, dance, and stage plays. Some of the events featured recently include Ebertfest, Lyle Lovett, Straight No Chaser, Weird Al, Second City, The Beach Boys, REO Speedwagon, KANSAS, Foreigner and many more. The current average attendance is 65-70,000 visitors per year.



Request for Proposal: Alcoholic Beverages Service

13. Pricing and Compensation

PLEASE PLACE COMPENSATION INFORMATION IN A SEPARATE SEALED ENVELOPE BUT SUBMIT WITH THE REMAINDER OF THE OFFER.

Commission: Proposer agrees to pay the Champaign Park District a commission percentage on all alcoholic beverage sales at the Virginia Theatre:

Commission Percentage: 10% of Gross Alcoholic Beverage Sales vs 25% of Net Alcoholic Beverage Sales after the deduction of the following approved Vendor expenses: sales tax, cost-of-inventory-sold, credit card processing fees, liquor licenses, and labor.

SUBMITTED BY:

ACCEPTED BY:

Farren's Pub & Eatery

Vendor

Champaign Park District

117 North Walnut Street

8/28/24

Address

Date

Champaign

Illinois, 61820

217-359-6977

Phone

Carolyn Farren

Name of Authorized Agent (print or type)

Signature of Authorized Agent

August 28, 2024

Date

***WELCOME TO THE HISTORIC VIRGINIA THEATER
BAR SERVICE IS PROVIDED BY
FARREN'S PUB & EATERY***

BEER

(16 OUNCE CANS, \$7 EACH)

BLIND PIG & FARREN'S SWINE TOASTS BOVINE CREAM ALE
BLIND PIG U OF IPA
BLIND PIG RESERVE LAGER
BLIND PIG BLUE PILS
TRIPTYCH DANK MEME HAZY IPA
RIGG'S HEFEWEIZEN
COORS LIGHT

WINE

(7 OUNCES, \$9 EACH)

RED BLEND (DRY), WHITE BLEND (DRY) OR MOSCATO (SWEET)

HIGH NOON VODKA SELTZER

\$7

PINEAPPLE OR BLACK CHERRY

UNTITLED ART HARD SELTZER

\$7

PINEAPPLE/MANGO, BLOOD ORANGE/POMEGRANATE,
PRICKLY PEAR/GUAVA
OR BLACKBERRY/AGAVE

***25% OF NET PROCEEDS IS DONATED TO THE VIRGINIA
THEATER***

*WELCOME TO THE HISTORIC VIRGINIA THEATER BAR SERVICE
IS PROVIDED BY*

FARREN'S PUB & EATERY

BEER

(16 OUNCE CANS, \$7 EACH)

BLIND PIG & FARREN'S SWINE TOASTS BOVINE CREAM ALE

BLIND PIG U OF IPA

BLIND PIG RESERVE LAGER

BLIND PIG BLUE PILS

TRIPTYCH DANK MEME HAZY IPA

RIGG'S HEFEWEIZEN

COORS LIGHT

WINE

(7 OUNCES, \$9 EACH)

RED BLEND (DRY), WHITE BLEND (DRY) OR MOSCATO

(SWEET)

*25% OF NET PROCEEDS IS DONATED TO THE VIRGINIA
THEATER*



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 11, 2024

SUBJECT: Virginia Theatre Janitorial Services Bid

Background

Janitorial services at the Virginia Theatre are arranged according to the facility's schedule, with post-event cleanings of the auditorium, lobbies, restrooms, and backstage areas taking place after live shows, movie screenings, and private events; all at different hours of the day, including evenings and weekends. To accommodate the Virginia theatre's varied schedule of events, there is a standing weekly schedule of regular front-of-house services to keep the facility's lobbies, restrooms, and offices in clean, sanitary condition.

Due to the Virginia Theatre's busy variable event schedule, the Champaign Park District has utilized contract cleaning services since 2016 as the most effective, efficient solution to the theatre's cleaning challenges.

On August 14, 2024, the Park District publicly announced a bid for janitorial services at the Virginia Theatre.

Prior Board Action

On September 14, 2022, the Park Board authorized the Executive Director to enter into an agreement with RamClean 2 Cleaning Services, Champaign, for a period of one year, from September 26, 2022, through September 25, 2023, with the option to renew for one additional year, from September 26, 2023, through September 25, 2024.

The Park District executed an amendment—made effective Tuesday, September 26, 2023—to the existing agreement with RamClean 2 Cleaning Services to provide janitorial services at the Virginia Theatre and authorizing the extension of said agreement from September 26, 2023, to September 25, 2024.

Bid Results

An invitation to bid was published in *The News-Gazette* and bids were subsequently opened and read aloud at the Virginia Theatre on Thursday, August 29, 2024, at 2:00 P.M. (CDT).

RamClean 2 Cleaning Services, Champaign, IL, was deemed the low, responsible bidder. Six (6) bids were received, and the results are as follows:

BIDDER	ZONE 1: FOH	ZONE 2: AUDITORIUM	ZONE 3: BACKSTAGE	ALT 1: Carpets	ALT 1: Vents	ALT 1: Furniture	ALT 1: Windows	ALT 2: Other
FST Properties and Management, LLC	\$48.00 / Hour	\$48.00 / Hour	\$48.00 / Hour	\$69.00 / Hour	\$45.00 / Hour	\$45.00 / Hour	\$50.00 / Hour	\$50.00 / Hour
ESS Clean, Inc.	\$30.00 / Hour	\$48.00 / Hour	\$48.00 / Hour	\$2,275.00	\$100.00	\$325.00	\$250.00	\$48.00 / Hour
Campus General Cleaning	\$25.00 / Hour	\$30.00 / Hour	\$30.00 / Hour	\$35.00 / Hour	\$30.00 / Hour	\$25.00 / Hour	\$30.00 / Hour	\$30.00 / Hour
RamClean 2 Cleaning Services	\$25.54 / Hour	\$25.54 / Hour	\$25.54 / Hour	\$27.00 / Hour	\$25.54 / Hour	\$25.54 / Hour	\$25.54 / Hour	\$25.54 / Hour
Guardian Gleam Team	\$26.14 / Hour	\$26.14 / Hour	\$26.14 / Hour	\$27.15 / Hour	\$26.14 / Hour	\$26.14 / Hour	\$26.14 / Hour	\$26.14 / Hour
Smilez Cleaning	\$190.00 / Hour	\$190.00 / Hour	\$190.00 / Hour	\$80.00 / Hour	\$40.00 / Hour	\$40.00 / Hour	\$80.00 / Hour	\$80.00 / Hour

Budget Impact

The bid provided by RamClean 2 Cleaning Services, has no change from the amounts currently being charged to the Champaign Park District.

Recommended Action

Staff recommends that the Park Board authorize the Executive Director to execute an agreement with the low, responsible bidder, RamClean 2 Cleaning Services, Champaign, to provide janitorial services at the Virginia Theater for a term of one (1) year, from Thursday, September 26, 2024, to Wednesday, September 24, 2025, with the option to renew for one (1) additional year, from Thursday, September 25, 2025, to Thursday, September 24, 2026.

Prepared by:

Steven Bentz
Director, Virginia Theatre

Reviewed by:

Sarah Sandquist
Executive Director

**AGREEMENT BETWEEN
CHAMPAIGN PARK DISTRICT
AND
RAMCLEAN 2, INC.**

THIS AGREEMENT is made and entered into effective this 11th day of September, 2024, by and between **Champaign Park District**, a municipal corporation (hereinafter referred to as "District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, 61821, and **RamClean 2, Inc.**, a for-profit corporation (hereinafter referred to as "RamClean"), whose principal address is 2026B Glenn Park Drive, Champaign, Illinois 61821.

WHEREAS, RamClean operates a Cleaning Service performed on an individual contract basis in office buildings, schools, stores, and other locations;

WHEREAS, District desires to enter into an agreement with RamClean whereby it will supply cleaning services at the property commonly known as the Virginia Theatre, located in Champaign, Illinois;

NOW THEREFORE, the Parties hereto agree as follows:

Section 1 – General Purpose: District and RamClean hereby enter into this Agreement whereby RamClean shall provide janitorial services in accordance with the terms and conditions recited in the specifications as set forth in Attachment A, entitled "Champaign Park District Virginia Theatre 2024-2025 Janitorial Services Bid Announcement and Specifications Packet FINAL", and the response attached hereto and incorporated herein at the following facility and location: Virginia Theatre, located at 203 West Park Avenue, Champaign, Illinois, 61820.

Section 2 – Term: The term of this Agreement shall be effective for a period of one (1) year, from Thursday, September 26, 2024, to Wednesday, September 24, 2025, with the option to renew for one (1) additional year, from Thursday, September 25, 2025, to Thursday, September 24, 2026.

Section 3 – Termination: This Agreement may be terminated by either Party, in whole or in part, without showing cause, by giving at least thirty (30) days written notice by certified mail, return receipt requested, with an additional copy, by regular U.S. mail, addressed to the other Party at the address indicated in Section 17 – "Notice".

In the event of termination of the Agreement, the District shall pay all reasonable costs incurred by RamClean up to the date of termination. However, in no event shall RamClean be paid an amount which exceeds the price proposed for the work actually performed.

Section 4 – Work Day/Hours: Hours of cleaning and work days shall be performed in accordance with the terms in Attachment A, Section IV.: "Scheduling and Cleaning Specifications". Definitive start times shall be determined by RamClean and District. Work schedules and hours may be adjusted, as agreed to by both Parties, to best serve the Virginia Theatre.

Section 5 – Payment: District shall pay RamClean for services rendered in accordance to the proposal which is included in Attachment A. RamClean shall submit invoices to the District by the 1st Friday of the applicable month. Payment will be made monthly after Park Board of Commissioners approval of bills.

Section 6 – Price Adjustments: In the event the District reduces the scope of work during the contract period, the contract price shall be reduced by a proportional amount as agreed to by the parties acting in good faith.

Section 7 – Termination for Non-Performance: In the event RamClean fails to perform any of the obligations required or provide the required service in a good, workmanlike manner, the District may terminate the contract by giving two (2) weeks written notice by certified mail, return receipt requested, with an additional copy, by regular U.S. mail, addressed to the other Party at the address indicated in Section 17 – “Notice”. The District may at its sole option give RamClean a written notice of the breach or lack of performance and allowing for a twenty (20) day cure period. In the event of termination of the Agreement, the District shall pay all reasonable costs incurred by RamClean up to the date of termination. However, in no event shall RamClean be paid an amount which exceeds the price proposed for the work actually performed.

Section 8 – Changes in Specifications: The District reserves the right to change the specifications at any time provided that RamClean and the District shall then act in good faith to determine what price adjustments are to be made.

Section 9 – Insurance Protection: RamClean shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to the District. All insurance coverage provided by RamClean shall be primary insurance as to the District. Any insurance or self-insurance maintained by the District shall be in excess of RamClean’s insurance and shall not contribute with it.

The District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured’s under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured’s and shall contain appropriate extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the District. Cancellation of any such coverage without a substitute policy containing the required coverage’s being put in force, shall be grounds for the District to immediately terminate this Agreement with no further rights afforded RamClean. At its option, the District may continue such insurance at its cost and obtain reimbursement and repayment thereof from RamClean. In such event, RamClean shall pay the amount due within ten (10) days of payment by the District. The Parties acknowledge that RamClean may from time to time change insurers; provided that, the District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

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

RamClean shall maintain in effect, at its sole expense, the following insurance applicable to the work performed hereunder:

(a) Workers' Compensation:

- State Statutory
- Applicable Federal Statutory
- Must show policy number on certificate of insurance if workman's compensation is provided.

(b) Comprehensive General Liability:

- General Liability: \$1,000,000 each occurrence (including completed operation and products liability)
- Property Damage: \$1,000,000 each occurrence
- General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000

- Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.

(c) Contractual Liability (Hold Harmless Coverage):

- Bodily Injury: \$1,000,000
- Property Damage: \$1,000,000 each occurrence
- Annual Aggregate: \$2,000,000 each occurrence

(d) Comprehensive Automobile Liability:

- Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per Accident
- Property Damage: \$500,000 each occurrence or combined single limit of \$500,000

(e) Umbrella Liability:

- \$5,000,000 each occurrence

Prior to beginning work, RamClean shall furnish the District with certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to the District prior to cancellation or material change of any insurance referred to therein. Failure of the District to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of RamClean's obligation to maintain such insurance.

Section 10 – Independent Contractors: RamClean acknowledges and agrees that RamClean is not an employee of the District, is not entitled to any benefits or protections afforded employees of the District, nor bound by any obligations of employees of the District. Nevertheless, RamClean will not act contrary to the policies of the District. RamClean understands and fully agrees that RamClean will not be insured under provisions of the unemployment compensation insurance of the District or the workers' compensation insurance of the District, and that any injury or property damage in connection with the work performed will be RamClean's sole responsibility and not that of the District. It is also understood that RamClean is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the District and, therefore, RamClean will be solely responsible for RamClean's own acts or omissions, and those of RamClean's employees and agents, if any. The District will not in any manner whatsoever be obligated to defend, indemnify, or hold harmless RamClean, or RamClean's employees and agents, if any, in matters of liability.

RamClean acknowledges and agrees that RamClean is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed pursuant to Social Security, unemployment insurance and worker's compensation insurance on behalf of RamClean and those employees and agents, if any, employed by RamClean.

Section 11 – Hold Harmless and Indemnification: RamClean 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, attorney's fees, expenses, claims, suits, and judgments of whatsoever kind and character, including, without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the District that arises solely from an act, failure, or omission on the part of RamClean or any of its trustees, directors, officers, employees, agents, and representatives in carrying out of the terms of this Agreement.

Section 12 – Subsequent Employment: District agrees that during the term of this Agreement and for a period of ninety (90) days following the termination of this agreement, or any extension thereof, not to employ any person employed by RamClean.

Section 13 – 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 14 – Assignment - Binding Effect: Neither Party nor any subsidiary, successor, partner, employee, agent, or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other Party.

Section 15 – 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 16 – Entire Agreement and Amendment: This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire contract between District and RamClean and may be changed, modified, or amended only by mutual written agreement executed by the Parties.

Section 17 – Notice: All notices required under this Agreement shall be in writing and shall be deemed to be given on the date they were sent by certified mail, return receipt requested, to the address for the respective Party stated below. In addition, any such notice shall also be sent by first class regular U.S. mail to:

Champaign Park District
Attn: Sarah Sandquist
Executive Director
706 Kenwood Rd.
Champaign, IL 61821

RamClean 2, Inc.
Attn.: Amy James
Operations Manager
2026B Glenn Park Drive
Champaign, IL 61821

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

Champaign Park District

RamClean 2, Inc.

Signed: _____

Signed: Amy James

Name: _____
(printed)

Name: Amy James
(printed)

Title: _____

Title: Operations Manager

Date: _____

Date: 9.6.24

ATTACHMENT A: Champaign Park District Virginia Theatre 2024-2025 Janitorial Services Bid Announcement and Specifications Packet FINAL

**REQUEST FOR BIDS
FOR
VIRGINIA THEATRE JANITORIAL SERVICES**

The Champaign Park District is requesting bids for janitorial services at the Virginia Theatre. Bid specifications are available at the Virginia Theatre, 203 West Park Avenue, Champaign, Illinois, 61820, by calling (217) 819-3902, or by emailing steven.bentz@champaignparks.org.

Sealed bids shall be delivered or mailed to the attention of Steven Bentz, Director, at Virginia Theatre, 203 West Park Avenue, Champaign, Illinois, 61820, **no later than 2:00 P.M. (CDT), on Thursday, August 29, 2024**, at which time bids will be opened and publicly read aloud. Late bids and facsimile copies will not be accepted.

The Champaign Park District reserves the right to reject any or all bids, waive any or all irregularities, and select the bid that is in its best interests.

All respondents must comply with local, state, and federal laws, and statutory requirements pertaining to Illinois Prevailing Wage Act, Illinois Fair Employment Act, and equal opportunity regulations.

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Request for Bid: The Champaign Park District is requesting bids to furnish all necessary labor, supervision, materials, equipment, and supplies to satisfactorily provide janitorial services at the Virginia Theatre, located at 203 West Park Avenue, Champaign, Illinois, 61820.
- 1.02 Definition of Parties: The Champaign Park District will hereinafter be referred to as "Park District" and/or "District". Respondents to the Request for Bids (RFB) shall be referred to as "Bidders". The Bidder to whom the contract is awarded shall be referred to as "Contractor".
- 1.03 Due Date: Sealed bids shall be delivered or mailed to the attention of Steven Bentz, Director, at Virginia Theatre, 203 West Park Avenue, Champaign, Illinois, 61820, **no later than 2:00 P.M. (CDT), on Thursday, August 29, 2024**, at which time bids will be opened and publicly read aloud. Late bids and facsimile copies will not be accepted.
- 1.04 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and that the bidder accepts the terms, conditions, and specifications found herein. Failure to do so will be at the bidder's risk, and they cannot secure relief on the plea of error.
- 1.05 Submission of Bid: All bids shall be submitted on the bid form and accompanied by requested information including the Champaign Park District Commitment to Engage in Affirmative Action Practices forms. All blank spaces shall be properly filled in, in ink or typewritten, in both words and figures, and with no other conditions, changes, erasures, or interlineations. Bids shall be signed and executed by a principal duly authorized to make contracts.
- Bids shall be enclosed in an envelope sealed and clearly marked with the words: "**SEALED BID: 2024-2025 VIRGINIA THEATRE JANITORIAL SERVICE.**" The bidder shall put its name and address on the outside of the envelope.
- The District shall not be responsible for the premature opening of bid envelopes which are not properly filled out in accordance with the instructions.
- 1.06 Award Criteria: Award will be to the low responsible bidder, if all other requirements are satisfactorily met. The Champaign Park District reserves the right to reject any and all bids, waive technicalities and irregularities and/or to award the contract only to a bidder who is equipped, competent, and experienced in the class of work and whose bid is deemed to be advantageous to the interests of the Champaign Park District. Where there are tie bids, there shall be a preference for "local bidders".
- 1.07 Rejection of Bids: The Park District reserves the right to reject any bids, all bids, or any part of a bid. The Park District reserves the right to reject the bid of any bidder who previously failed to perform adequately for the Park District or any other governmental agency or company.
- 1.08 Waiver of Informalities: The Park District reserves the right to waive informalities or technicalities in bids.
- 1.09 Withdrawal: Bidder may make a written request to modify or withdraw the offer at any time prior to the opening. Bids may not be modified after submittal or withdrawn or modified after bid opening. Withdrawal of bids will be allowed if award of contract has been delayed more than 60 days, after date of actual bid opening.
- 1.10 Inquiries: Questions and comments regarding this solicitation should be directed to **Steven Bentz, Virginia Theatre, 203 West Park Avenue, Champaign, Illinois 61820, by calling (217) 819-3902, or via email at steven.bentz@champaignparks.org**. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible bidders. Only written answers to the questions shall be binding.

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

- 1.11 **Compliance or Deviation to Specifications:** Bidder hereby agrees that the equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions for Specification" which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive.
- 1.12 **Compliance with Ordinances and Statutes and Notice of Special Conditions:** Each bidder shall comply with the requirements of the Affirmative Action Regulations of the Champaign Park District, the Illinois Fair Employment Act, the Illinois Prevailing Wage Act, Equal Opportunity regulations, and other Local, Federal, and State regulations and guidelines applicable to the contract. All bidders and contractors agree that they shall comply with the terms and conditions of the Employment of Illinois Workers on Public Works Act, as applicable.

SECTION II. TERMS AND CONDITIONS

- 2.01 **Term of the Contract:** The contract shall be for a term of one (1) year, with the option to renew for one (1) additional year, if mutually agreed by the parties.
- 2.02 **Contract Documents:** If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bid, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order requiring signatures of the Owner and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.03 **Payments:** Contractor shall submit invoices to the District (ATTN: Steven Bentz) by the 1st Monday of the month. Payment will be monthly after Board approval of the bills, which is the 2nd Wednesday of each month. Invoices must include district-issued purchase order number.
- 2.04 **Taxes:** Park District is exempt from any taxes imposed by State and/or Federal Government. Exemption certificates will be provided upon request.
- 2.05 **Subcontractors:** Contractor shall not subcontract or assign contract to anyone, in whole or in part, without the prior written consent of the District. Such consent, if granted, shall not relieve the Contractor of its responsibilities under the terms of this contract.
- 2.06 **Non-Performance Clause:** In the event Contractor fails to perform any of the obligations required of Contractor or to provide the required service in a good workmanlike manner, the Champaign Park District may terminate the contract.
- 2.07 **Insurance:** Contractor shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by Contractor shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Contractors' insurance and shall not contribute with it.

The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverages being put in force shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded Contractor. At its option, Park District may continue such insurance at its own cost and obtain reimbursement and

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

repayment thereof from Contractor. In such event, Contractor shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Contractor may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof promptly upon such change.

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

Contractor shall maintain in effect at its sole expense the following insurance applicable to the work performed hereunder:

(a) Workers' Compensation:

- State Statutory
- Applicable Federal Statutory
- Must show policy number on certificate of insurance if workman's compensation is provided.

(b) Comprehensive General Liability:

- General Liability: \$1,000,000 each occurrence (including completed operation and products liability)
- Property Damage: \$1,000,000 each occurrence
- General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
- Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.

(c) Contractual Liability (Hold Harmless Coverage):

- Bodily Injury: \$1,000,000
- Property Damage: \$1,000,000 each occurrence
- Annual Aggregate: \$2,000,000 each occurrence

(d) Comprehensive Automobile Liability:

- Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per Accident
- Property Damage: \$500,000 each occurrence or combined single limit of \$500,000

(e) Umbrella Liability:

- \$5,000,000 each occurrence

Prior to beginning work, Contractor shall furnish the Park District with certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Park District prior to cancellation or material change of any insurance referred to therein. Failure of the Park District to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2.08 Independent Contractors: Contractor acknowledges and agrees that Contractor is not an employee of the Park District, is not entitled to any benefits or protections afforded employees of the Park District, nor bound by any obligations of employees of the Park District. Nevertheless, Contractor will not act contrary to the policies of the Park District. Contractor understands and fully agrees that Contractor will not be insured under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District, and that any injury or property damage in connection with the work performed will be Contractor's sole responsibility and not that of the Park District. It is also understood that Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and, therefore, Contractor will be solely responsible for Contractor's own acts or omissions, and those of Contractor's employees and

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

agents, if any. The Park District will not in any manner whatsoever be obligated to defend, indemnify, or hold harmless Contractor or Contractor's employees and agents, if any, in matters of liability.

Contractor acknowledges and agrees that Contractor is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed pursuant to Social Security, unemployment insurance, and worker's compensation insurance on behalf of Contractor and those employees and agents, if any, employed by Contractor.

- 2.09 Hold Harmless and Indemnification: Contractor shall indemnify and hold harmless the Champaign Park District and its officers, officials, commissioners, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs) arising out of or resulting from the performance of Contractor's work, provided that any such claim, damage loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, and hold and save harmless District, its officers, officials, employees, volunteers, and agents against and from any and all claims, costs, causes, actions, and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement.
- 2.10 Bid Rigging or Bid Rotating: The bidder by affixing his or her signature to the bid certifies that he/she has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- 2.11 Sexual Harassment Policy: Bidder certifies that it has a written sexual harassment policy that includes the following information:
- a. The illegality of sexual harassment.
 - b. The definition of sexual harassment under State Law.
 - c. A description of sexual harassment utilizing examples.
 - d. The Vendors internal complaint process including penalties.
 - e. The legal recourse, investigative, and complaint process available through the Illinois Department of Human Rights and Equal Employment Opportunity Commission.
 - f. Protection against retaliation against a person because he or she has opposed that which he or she reasonably and in good faith believes to be sexual harassment or because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceedings, or hearing under the Illinois Human Rights Act or any other civil rights statute.
- A copy of the policies shall be provided to the Owner upon request.
- 2.12 Protest: If bidder objects to any provision of the bid, or believes District improperly rejected its offer, or believes the selected offer is not in the District's best interests, bidder may submit a written protest within five (5) days after the opening to the District's Executive Director. The District will consider only written protests that are properly and timely filed with the District. The Executive Director will issue a written decision, and that decision is final.

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

SECTION III: GENERAL SCOPE OF WORK

The following information is provided to assist the bidder in understanding the scope of services needed by the Champaign Park District.

- 3.01 Personnel: Contractor shall provide adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed. The Contractor shall not remove or replace personnel from District facilities without written concurrence of the District. In addition, staff shall have the ability to read, write, speak, and understand the English language; have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner; and understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

The District will be the sole judge of the acceptability of personnel's performance while on site. The District reserves the right to require the Contractor to remove any personnel from further duty at the facilities.

- 3.02 Uniforms: The selected Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Contractor.

- 3.03 Contractors Responsibilities: The successful Contractor shall be responsible for all coordination and supervision of personnel associated with the janitorial service at the facility. These responsibilities include, without limitation, the following:

- Conduct criminal background investigations on employees hired to provide janitorial services for District.
- Provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract.
- Furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, metal, and furniture polish, chemical cleaning solutions, and any other materials necessary to properly maintain the premises. The Contractor shall not use any material or supplies which the District determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
- Provide all necessary cleaning equipment including, but not limited to, mops, brooms, buffing machines, industrial type vacuum cleaners, carpet extractors, and the like needed for the performance of the work of this contract.
- Provide to the District Material Safety Data Sheets (MSDS) for all chemicals used in the building.
- Provide hazardous chemical communications training to Contractor's personnel.
- Properly store all chemicals away from the reach of children and others.
- Maintain supplies in neat and orderly manner in the available storage rooms.
- Provide adequate field supervision to ensure janitorial staff arrives at assigned post on time and performs their duties throughout their assigned shift.
- Report supply needs to the District staff.
- Report any needed repairs to the District staff on a daily basis.
- Report vandalism and/or damage of the facility to District staff immediately upon discovery.
- Proper use of key and security code of the facility. Responsible for securing facility each time you enter or exit the facility.
- Responsible for any breakage, damage, or loss by any of the Contractor's employees or agents.
- Perform reference and background checks on employees in order to determine as well as possible their honesty.
- Post in the storage room, rules, and regulations governing the Contractor's employees and agents while in the building, and a copy of the cleaning schedule.

- 3.04 District Responsibilities: The District shall be responsible for providing direction to the Contractor. These responsibilities include, without limitation to, the following:

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

- Submission in writing to the Contractor the names of District personnel that will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than District authorized personnel will not be accepted or paid for by the District.
 - Provide training assistance to Contractor's staff in security protocols and procedures.
 - Supply all consumable supplies for restrooms to include hand soaps, paper towels, and toilet tissue, trash bags and/or liners.
 - Provide storage space for the Contractor to store any necessary supplies, materials, and equipment.
 - Provide such light, water, and electricity as are necessary to perform the service.
 - Establish time and frequency of direct meetings with the Contractor's Project Manager (minimum of one every ninety days).
 - Schedule monthly inspections of the facility with the Contractor's Project Manager.
- 3.05 **Security:** District shall provide keys to various areas of the facility, including the storage room(s), that will be made accessible to the Contractor. All costs accrued by the District in reinstating facility security caused by loss of facility keys due to the Contractor's and/or its employees or agents act, error, or omission shall be billed to and paid by the Contractor.
- The Contractor shall ensure that only their properly identified employees or agents listed with the District are permitted on the premises during the performance of daily duties. The Contractor shall be held accountable for damages or breaches of security caused by its employees or agents.
- 3.06 **Work Day/Hours:** Monthly schedules of cleaning shifts will be provided by the Virginia Theatre 30 days prior to the start of schedule.
- 3.07 **Term of Contract:** The term of the contract shall be for a firm, fixed price for a period of one (1) year, with the option to renew for one (1) additional year, if mutually agreed by the parties.
- 3.08 **Price Adjustments:** The District will not consider price increases during the contract unless the District requests a change in the scope of the project. In the event the District reduces the scope of the work during the contract period, the contract price shall be reduced by a proportional amount as agreed by the parties acting in good faith.
- 3.09 **Appropriation Contingency:** The Contractor and the District recognize the continuation of any contract after the close of any given fiscal year of the District, which fiscal years end on April 30 of each year, shall be subject to approval of the budget of the District providing for or covering such contract item as an expenditure therein. The District does not represent that said budget item will be actually adopted, said determination being made by the Park Board of Commissioners at the time of the adoption of the budget.

SECTION IV. SCHEDULE OF JANITORIAL SERVICES

Virginia Theatre: 203 West Park Avenue, Champaign, IL 61820

Term of the Contract: Thursday, September 26, 2024, to Wednesday, September 24, 2025, with the option to renew for one (1) additional year, from Thursday, September 25, 2025, to Thursday, September 24, 2026.

Frequency: Every Monday, Wednesday, and Friday, plus on other days and at times to be determined, as based upon facility event schedule.

Times: Between the hours of 8:00 A.M. and 5:00 P.M., every Monday, Wednesday, and Friday, plus on other days and at times to be determined, as based upon facility event schedule.

Holiday Schedule: The following are holidays on which Contract services will not be performed unless approved by District:

Thanksgiving Day
Christmas Day
New Year's Day
Easter Sunday

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

SECTION V. SCHEDULING AND CLEANING SPECIFICATONS

SCHEDULING

Janitorial service at the Virginia Theatre is scheduled so that each area, or ZONE, of the facility receives a thorough cleaning following live events and film screenings, on top of regularly-scheduled cleanings of the front-of-house lobbies, public restrooms, staff offices, box office, and main entry foyer.

ZONE 1 contains the Virginia Theatre's three front-of-house lobbies, five public restrooms (three multi-occupant and two single-occupant), staff offices, box office, and main entry foyer. ZONE 2 contains the theatre's auditorium, and ZONE 3 contains the theatre's backstage dressing rooms, two single-occupant private restrooms, and a common room (or Green Room).

Weekly cleaning schedules vary widely, as based upon the facility's event calendar. In general, when the theatre has no live events or film screenings taking place, a ZONE 1 cleaning will be scheduled for a minimum of 2 to 4 person-hours per day, to be staffed at the discretion of the Contractor each Monday, Wednesday, and Friday.

Following days on which live events or film screenings take place, ZONE 2 and ZONE 3 cleanings may be added to a ZONE 1 cleaning. Such full-facility cleanings will typically be scheduled for 8 to 16 person-hours, to be staffed at the discretion of the Contractor.

See the attached "Exhibit A" for a sample facility cleaning schedule.

CLEANING SPECIFICATIONS

BASE BID

ZONE 1

Minimum, regularly-scheduled, thorough cleaning of all front-of-house lobbies, restrooms, and office areas:

	Weekly						
Entrances, Corridors, and Lobbies	S	M	T	W	Th	F	Sa
Clean glass doors and side windows in entryway		X		X		X	
Clean glass in display case and box office windows		X		X		X	
Empty trash and recycling, replace liners as needed		X		X		X	
Clean countertops		X		X		X	
Vacuum all mats and carpets		X		X		X	
Mop tile/hard-surface floors (including east lobby)		X		X		X	
Clean and disinfect drinking fountains, door handles		X		X		X	
Dust base, sills, chairs, cabinets		X		X		X	
Dust frames, banisters, ledges, etc.		X					
Polish banisters				X			
Detail vacuum edges and corners						X	

	Weekly						
Staff Offices and Box Office	S	M	T	W	Th	F	Sa
Empty trash and recycling, replace liners as needed		X		X		X	
Vacuum all carpeted floors		X		X		X	
Arrange chairs neatly around desks and tables		X		X		X	
Dust base, sills, chairs, etc.		X					
Dust frames, cabinets, ledges, etc.				X			
Detail vacuum edges and corners						X	

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

Lobby Rest Rooms (total of 5)	Weekly						
	S	M	T	W	Th	F	Sa
Knock and announce "Service"		X		X		X	
Restock toilet tissue, paper towels, soap, and feminine products		X		X		X	
Clean all dispensers		X		X		X	
Empty trash, replace liners as necessary		X		X		X	
Empty and clean sanitary receptacles		X		X		X	
Clean mirrors		X		X		X	
Clean sinks and counter tops		X		X		X	
Clean toilets and urinals (interior and exterior)		X		X		X	
Clean stall doors and partitions		X		X		X	
Polish faucets and handles		X		X		X	
Sweep and mop all tile/hard-surface floors		X		X		X	
Vacuum all carpeted floors		X		X		X	
Inspect work and turn off lights		X		X		X	
Clean trash receptacles		X					
Low baseboards, etc.				X			
Dust partitions, lights, etc.						X	

Service Closets (total of 3)	Weekly						
	S	M	T	W	Th	F	Sa
Clean and organize		X		X		X	
Stock and reorder supplies		X					
Check labels on all products				X			
Clean equipment						X	
Clean service sink		X					
Mop floor				X			
Clean and hang up wet mops		X		X		X	
Check for OSHA compliance		X		X		X	

ZONE 2

Thorough cleaning of theatre auditorium following live events and films, at dates and times to be determined:

Auditorium	Following Live Events
Dust debris off seats as necessary	X
Pick up debris	X
Sweep (leaf blower recommended) and mop all tile/hard surface floors	X
Vacuum all carpeted floors	X
Disinfect hand rails	X

ZONE 3

Thorough cleaning of backstage dressing room areas following live events, at dates and times to be determined:

Dressing Rooms (total of 7) and Green Room	Following Live Events
Sweep/mop floors in dressing rooms, restrooms	X
Clean any spills on walls and furniture	X
Clean counter tops	X
Clean mirrors	X

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

Clean sinks and counter tops in kitchen	X
Spot clean outside of cabinets and appliances	X
Sweep and mop stairs	X
Empty trash, replace liners as necessary	X
Backstage Service Closet	Following Live Events
Clean and organize	X
Stock and reorder supplies	X
Check labels on all products	X
Clean equipment	X
Clean service sink	X
Mop floor	X
Clean and hang up wet mops	X
Check for OSHA compliance	X
Dressing Room Restrooms (total of 2)	Following Live Events
Knock and announce "Service"	X
Restock toilet tissue, paper towels, soap, and feminine products	X
Clean all dispensers	X
Empty trash, replace liners as necessary	X
Empty and clean sanitary receptacles	X
Clean mirrors	X
Clean sinks and counter tops	X
Clean toilets and urinals (interior and exterior)	X
Clean staff doors and partitions	X
Polish faucets and handles	X
Sweep and mop floors	X
Clean trash receptacles	X
Low dust baseboards, etc.	X
High dust partitions, lights, etc.	X

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

**BID FORM
JANITORIAL SERVICES**

Bidder agrees to supply all materials, labor, and equipment required to perform janitorial services at the Virginia Theatre. The Contract will be awarded based on the total **BASE BID** offered. Individual areas may be eliminated after award of the contract for this work, based upon available funding.

VIRGINIA THEATRE JANITORIAL SERVICES

Bidder agrees to supply all materials, labor, and equipment required to perform janitorial services at the Virginia Theater:

BASE BID

ZONE 1: Regularly-scheduled cleaning of front-of-house lobbies, office spaces, and restrooms (See pages 7-8 for detailed list of duties):

\$ 25.54 / per hour

ZONE 2: Cleaning of theatre auditorium following live events and films, at dates and times to be determined (See page 8 for duties):

\$ 25.54 / per hour

ZONE 3: Cleaning of backstage dressing rooms and restrooms following live events, at dates and times to be determined (See page 8-9 for duties):

\$ 25.54 / per hour

ALTERNATE 1

Periodic Work (scheduled quarterly)

All Areas:

- Extract and clean all carpeted areas
- Vacuum ceiling vents
- Vacuum upholstered furniture
- Wash all interior windows

Per Hour or Per Cleaning:

\$ 27⁰⁰ / HR
\$ 25⁵⁴ / HR
\$ 25⁵⁴ / HR
\$ 25⁴⁵ / HR

ALTERNATE 2

Additional Services: Any additional services requested shall be provided at a rate of: \$ 25.54 / per hour.

CONTRACTOR INFORMATION

Number of years company has been in business: 12 years

Licensed by what city/county?: State of Illinois - Certificate of Good Standing

Approximately how many employees do you plan to employ on a regular basis for this contract? 3-4

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar services as contained in this specifications package were recently provided (please print):

Government Agency/Company Name: Iroquois Federal
Contact Person and Title: Brenda Crane, Loan officer, POC
Phone: 217-355-5096 Fax: n/a

Contract Period: 2018-Current
Scope of Work: lobby, Restrooms, Kitchen, offices, Entrance floor care, Dusting, TRASH

Government Agency/Company Name: Stefany Early - Premier Print
Contact Person and Title: Stefany Early - POC
Phone: 217-239-4539 Fax: n/a

Contract Period: 2021 - Current
Scope of Work: Entry, offices/cubicles, Kitchen, Floor care, window care, TRASH, Dusting, Sanitize flat surfaces

Government Agency/Company Name: Champaign Township
Contact Person and Title: Brian Buldak - Office Manager
Phone: 217-403-6120 Fax: _____

Contract Period: 2018-Current
Scope of Work: Lobby, offices, Kitchen, Restrooms, Common Areas Floor care, windows, Dusting, TRASH

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

Signed this _____ day of _____, 20____.

SUBMITTED BY:

RanClean 2, INC
Company
2513 Springfield Ave
Address
Suite 1, Champaign, IL 61821
217-693-4963
Phone
Amy.James@RanClean.com
Email
Amy James
Authorized Agent (print or type)
Amy James
Signature of Authorized Agent

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

COMMITMENT TO ENGAGE IN AFFIRMATIVE ACTION PRACTICES

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

It is the policy of Rancher 2, INC (name of company) that all applicants for employment and all employees be recruited, hired and assigned on the basis of merit without discrimination because of race, color, religion, sex, age, national origin, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, civil union partnership or any other protected characteristic as established by law. The employment practices of this company have been and will continue to be such as to insure that all employees are treated equally and that no distinctions are made in rates of pay, benefits or opportunities for advancement.

Therefore employment of individuals, their assignment to jobs, their transfers and their promotions shall be determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, color, religion, sex, age, national origin, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, civil union partnership or any other protected characteristic as established by law.

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

- B. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the District upon request written evidence of the effectiveness of the above-required practices, policies and goals.
- C. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the District upon request statistical data concerning employee composition or membership composition by race, color, sex, age, disability and job description.
- D. The undersigned bidder/contractor/supplier/vendor understands and agrees: to distribute copies of the above commitment (A) to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective job applicants or members.
- E. The undersigned bidder/contractor/supplier/vendor understands and agrees: to require any subcontractor to submit to the District a written commitment with whom he/she contracts with in the amount of \$5,000.00/Sub-Contract or \$1,000.00/Supplier/Vendor (per purchase or in accumulated amount in any fiscal year of the District) or more to engage in Affirmative Action practices.

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

Amy James
Signature of Authorized Agent

8-19-24
Date

Operations Manager
Title

217-693-4963
Phone

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

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT

Part I: Identification

1. Company's main office address: 2513 W. Springfield Ave, Suite 1
Champaign, IL 61821
Phone: 217.693.4963 Fax: _____
Federal employer's identification number: _____

2. In what capacity would the company do business with the District?
 Contractor Sub-contractor Vendor Supplier Other _____

3. Major activity of company (principle product or service): Janitorial Services

4. Is the company presently pre-qualified to do business with the District or other local and/or state government?
 Yes No If yes, with what agency(ies)? Champaign Township, Village of Pantow
During the last 12 months has the company performed business with any governmental agency (federal, state, county, municipal, school districts, etc.)?
 Yes No If yes, with what agency(ies)? Arceel Schools of Columbus Ohio, Village of Pantow Police & Fire, Sanitation District of Forest Kentucky

Part II: Policies and Practices

1. Is the company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, religion, sex, age, national origin, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, civil union partnership, or any other protected characteristic as established by law? Yes No

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

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

Name: Ashley Vercher
Title: COO
Phone: 217.693.4963

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

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

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

Comments: _____

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

Comments: We do not use subContractors

Part III: Personnel Inventory

Occupations	White		Black		Hispanic		Other	
	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers	4	3			10	2		
Professionals	-	-	-	-	-	-	-	-
Technical	-	-	-	-	-	-	-	-
Sales Workers	5	-	-	-	1	-	-	-
Office & Clerical	4	3	-	-	-	2	-	-
Crafts (skilled)	-	-	-	-	-	-	-	-
Operatives (semi-skilled)	-	-	-	-	-	-	-	-
Laborers (unskilled)	35	32	10	5	115	107	-	-
Service Workers	-	-	-	-	-	-	-	-
Apprentices (blue collar)	-	-	-	-	-	-	-	-
On the job trainees (blue collar)	-	-	-	-	-	-	-	-
On the job trainees (white collar)	-	-	-	-	-	-	-	-
Totals	48	38	10	5	136	111		

The undersigned bidder/contractor/vendor/supplier has analyzed the workforce and submits the following workforce figures. The Champaign Park District will hold all information in the strictest confidence. * not All Employees choose to select option during onboarding

Above employee figures were obtained from: Visual check Employment records

Amy James
 Signature of Authorized Agent

Operations Manager
 Title

8.19.24
 Date

217.693.4963
 Phone

EXHIBIT A: Sample Virginia Theatre Cleaning Schedule

SEPTEMBER 2024													
1		2	LABOR DAY	3	Zones 1 & 2 Est Work Hrs 5 In Time 11am Out By 5pm	4		5		6	Hoop Dreams 7pm Zones 1, 2 & 3 Est Work Hrs 5 In Time 9am Out By 5pm	7	
8		9	Zones 1 & 2 Est Work Hrs 10 In Time 11am Out By 5pm	10		11		12	Zones 1, 2 & 3 Est Work Hrs 7 In Time 9am Out By 5pm	13	The Four C Notes Zones 1, 2 & 3 Est Work Hrs 4 In Time 2pm Out By 4pm	14	
15		16	Zones 1, 2 & 3 Est Work Hrs 12 In Time 11pm Out By 5pm	17		18		19	Zones 1, 2 & 3 Est Work Hrs 5 In Time 9am Out By 5pm	20		21	The Long Goodbye 1 & 7 Zones 1 & 2 Est Work Hrs 6 In Time 2:30m Out By 6pm
22		23	Zones 1, 2 & 3 Est Work Hrs 12 In Time 11am Out By 5pm	24		25	Zones 1 & 2 Est Work Hrs 6 In Time 9am Out By 5pm	26	Office Space 7pm Zones 1, 2 & 3 Est Work Hrs 14 In Time 10pm Out By 8am	27	Hair Band Experience 7:30 Zones 1 & 2 Est Work Hrs 4 In Time 2pm Out By 4pm	28	Zones 1, 2 & 3 Est Work Hrs 14 In Time 8am Out By 5pm
29	Audience of One 9 am	30	Zones 1, 2 & 3 Est Work Hrs 12 In Time 11am Out By 5pm	1		2	Zones 1 & 2 Est Work Hrs 6 In Time 9am Out By 5pm	3		4	Marcel the Shell 7pm Zones 1, 2 & 3 Est Work Hrs 8 In Time 9am Out By 5pm Zones 1, 2 & 3 Est Work Hrs 12 In Time 10pm Out By 8am	5	IMOMSOHARD 5pm Zones 1 & 2 Est Work Hrs 4 In Time 2pm Out By 4pm