

CHAMPAIGN PARK DISTRICT

NOTICE FOR BIDS

Public notice is hereby given that the Champaign Park District (District) will receive sealed bids for all labor and materials to install concrete coating at Springer Cultural Center until 11:00 am Central Standard Time on June 23rd, 2026 at the District offices, located at 706 Kenwood Road, Champaign, IL 61821, (217) 819-3812 at which time such bids will be opened and publicly read aloud.

Bid packets will be available at the District's website bid tab (<https://champaign-parks.org/bids-rfps>) beginning Monday, June 1st, 2026 or by emailing Alexandra.kolar@champaignparks.org.

Bids are required to be submitted under a condition of irrevocability for a period of thirty (30) days after submission. The District reserves the right to reject any or all bids, waive any or all informalities in the bids, and determine the lowest responsible bidder. The District encourages minority business firms to submit bids for the project. Bidders shall provide the services and materials in a good and workmanlike, professional and courteous manner. All bidders shall comply with provisions of the District Affirmative Action Ordinance and ensure that any subcontractor shall also comply therewith. Furthermore, all bidders shall comply with all federal, state, and local requirements pertaining to the Illinois Prevailing Wage Act, the Illinois Human Rights Act, equal opportunity regulations, and any other state or federal regulations applicable to the project and contract. All bidders are notified that the District will affirmatively assure that the contract will be awarded without discrimination on the grounds of race, color, religion, national origin, and any other protected class or characteristics, and no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program, service, or activity in violation of any applicable federal or state laws prohibiting such discrimination.

Champaign Park District: Invitation for Bids for Springer Concrete Coating



June 1st, 2026

Dear Potential Bidder:

The Champaign Park District is requesting bids for all labor, materials, and equipment to install concrete coating at Springer Cultural Center in Champaign, IL. Enclosed is a copy of the bid information.

Sealed bids shall be delivered or mailed to Ally Kolar, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821 by **11:00 am prevailing time on Tuesday, June 23rd, 2026**. Sealed bid packets shall be clearly marked with the words: **"Bid Document: SPRINGER COATING"**, along with the bidder's name and address, on the outside of the envelope.

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

1. Bid Forms (page 7-8)
2. Commitment to Engage in Affirmative Action Practices (page 9)
3. Affirmative Action Contractor's Compliance Report (page 10-11)

If you have any questions regarding the areas, or any of the enclosed information please contact me at 217-819-3812, 7:30 a.m. to 4:00 p.m., weekdays, or alexandra.kolar@champaignparks.com

Sincerely,

Ally Kolar
Construction Project Manager

Champaign Park District
706 Kenwood Road
Champaign, Illinois 61821-4112
217.398.2550 Phone
217.355.8421 Fax
www.champaignparks.org

Park Commissioners
Craig W. Hays
Barbara J. Kuhl
Tyler R. Rouse
Jane L. Solon
Michael R. Somers

Officers
Marguerite Bailey, *Secretary*
Guy C. Hall, *Attorney*
Donna K. Lawson, *Treasurer*
Sarah Sandquist, *Executive Director*

Our mission is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

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SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Invitation to Bid: The Champaign Park District is requesting bids from contractor(s) to furnish all labor, material, supplies and equipment to install concrete coating at Springer Cultural Center, located at 301 N Randolph St, Champaign, IL, 61820.
- 1.02 Due Date: Sealed bids shall be delivered or mailed to **Ally Kolar, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, by 11:00 a.m.** prevailing time on **Tuesday, June 23rd, 2026**, at which time bids will be opened and publicly read. Facsimile copies and late bids will not be accepted.
- 1.03 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions, specifications and requirements of work to be completed. Failure to do so will be at the bidder's risk and they cannot secure relief on the plea of error.
- 1.04 Submission of Bid: All bids shall be submitted on the **Bid Forms (Pages 7-8)** and accompanied by requested information including the **Champaign Park District Commitment to Engage in Affirmative Action Practices forms (Pages 9-11)**. 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: **"BID DOCUMENT: SPRINGER COATING."** The bidder shall put their name and address on the outside of the envelope.
- The Champaign Park District shall not be responsible for the premature opening of bid envelopes, which are not properly filled out in accordance with the instructions.
- 1.06 Site Visits: It shall be the sole responsibility of the bidder to inspect the location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid shall be considered evidence that the bidder has familiarized himself/herself with the nature and extent of the work, and the equipment, materials and labor required.
- 1.07 Awards Criteria: Award will be to the lowest priced, responsible bidder if all other requirements are satisfactorily met. Bidder must include three (3) commercial references of comparable nature to location bid on. 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.
- 1.08 Rejection of Bids: The Park District reserves the right to reject any, all, or any part of a bid, and waive any or all irregularities and select the bid that is in its best interest. 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.
- 1.09 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 the **Ally Kolar, Construction Project Manager** at Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois 61821 or by emailing Alexandra.kolar@champaignparks.org or by calling **217-819-3812**. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible bidders. Only written answers to the questions shall be binding. Inquiries must be received by **3 pm on Tuesday, June 16th, 2026**. Written responses to questions or bid addenda

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will be posted to the Champaign Park District "Bids & RFPs" web page by **4 pm prevailing time on Wednesday, June 17th, 2026**. It is the bidders' responsibility to check for bid addenda and written responses to questions.

SECTION II. TERMS AND CONDITIONS

- 2.01 Definitions: *Owner* shall mean the Champaign Park District. *Contractor* shall mean party of the second part to this contract, acting directly or through his or its legal representative(s) or agent(s). *Subcontractor* shall mean persons, firms or corporations having a direct contract with the contractor, and those who contract to furnish labor or labor and materials at the site of the project.
- 2.02 Contract Documents: The contract entered into by the parties shall consist of the Instructions to Bidder, Terms and Conditions, Specifications, and Fence Repair Bid Forms including all modifications thereof, and a purchase order, if applicable, requiring signatures of the Champaign Park District and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.03 Payments: Contractor shall submit invoice to the District by the 1st Friday of the month. Invoice must include the Purchase Order number. Payment will be monthly after Board approval of the bills, which is the 2nd Wednesday of each month.
- 2.04 Taxes: The District is exempt from any taxes imposed by State and/or Federal Government. Exemption certificates will be provided upon request.
- 2.05 Cancellation/Termination: The Park District may cancel this contract for convenience by providing thirty (30) calendar days advance notice to the contractor.
- The Park District may cancel this contract for cause (i.e., fails to meet deadlines, fails to provide agreed upon service, etc.) at any time by giving one week's written notice to the contractor. The termination of the contract will be issued only after the District deems that the contractor has failed to remedy the problem after being forewarned.
- The Contractor may cancel this contract for convenience or cause by providing thirty (30) calendar days advance notice to the District.
- 2.06 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.
- 2.07 Compliance with Ordinances and Statutes and Notice of Special Conditions: Every bidder shall comply with the requirements of the Affirmative Action Regulations of the Champaign Park District, Illinois Fair Employment Act, Equal Opportunity regulations and other Federal and State of Illinois regulations and guidelines applicable to the contract.
- 2.08 Assignment and Subcontracts: The Contractor shall not assign this contract or any part thereof without written consent of the Park District, nor shall the Contractor award any work under this contract to any subcontractor without prior written approval from the Director of Operations or the Executive Director. Nothing contained in the contract documents shall create a contractual relation between any subcontractor and the Owner. Any subcontractor assigned must meet the same requirements as the Contractor awarded the bid.
- 2.09 Independent Contractor: The contractor acknowledges and agrees that the Contractor is not an employee of the Park District, is not entitled to any benefits or protections afforded employees of the

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

2.10 Indemnification: Contractor shall indemnify and hold harmless District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs) arising out of or resulting from the performance of Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement.

2.11 Insurance: The Contractor shall purchase and maintain such insurance as will protect him/her from claims under worker's compensation acts and from claims or damages because of bodily injury, including death, and all property damage, including without limitation, which might arise during operations under this contract, whether such operations be by himself/herself or by any subcontractor or anyone directly or indirectly employed by either of them. After award of bids by the Park Board of Commissioners at their Regular Board Meeting, **Contractor shall provide a Certificate of Insurance**. Each sequential year of this contract the insurance requirements must be turned in for same time period corresponding to the dates above. Failure to do so will result in loss of the contract, which will be awarded to the next lowest responsible bidder. Contractor shall maintain minimum limits of insurance no less than:

- (a) Workman's Compensation as required by statute and Employers Liability Insurance:
Employers Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (b) General Liability: a limit of not less than \$2,000,000 each occurrence
- (c) Automobile Liability: limit of not less than \$2,000,000 each accident

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

2.12 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.

2.13 Sexual Harassment Policy: Contractor 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 Contractors internal complaint process including penalties.

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- e. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Equal Employment Opportunity Commission.
- f. Protection against retaliation against a person because he or she has opposed that which he or she reasonably and in good faith believes to be sexual harassment or because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceedings or hearing under the Illinois Human Rights Act or any other civil rights statute.

A copy of the policies shall be provided to the District upon request.

- 2.14 Protest: If bidder objects to any provision of the bid, believes the District improperly rejected your offer, or believes the selected offer is not in the Champaign Park District's best interests, bidder may submit a written protest to the Executive Director within five (5) days after the opening. Owner will consider only written protests that are properly and timely filed with the District. Owner will issue a written decision and that decision is final.
- 2.15 Bid Security: Each bid must be accompanied by a certified cashier's check, certified check, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the total bid. Such cash, checks, or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date for the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his/her bid.

SECTION III. GENERAL INFORMATION

- 3.1 Contractor shall provide all labor, materials, equipment and supervision to perform work installation of concrete coating on the porch, stairs, and ramp at the west side access of Springer Cultural Center.
- 3.2 Scope is dictated in attached Exhibit A. Porch is roughly 68'x11'. Include exposed vertical edges of 8" thick porch slab that tapers along ramp. Stairs are 10'x4' with 6" risers, total of 5 risers to account for. Include stair angled endcap to the South. Ramp is approximately 4'x40'. Include 4'-6"x4' landing panel at bottom of ramp. Verify dimensions in field.
- 3.3 Contractor shall provide one lump sum cost value for work performed.
- 3.4 Final payment will be made after completion and acceptance of the project by the Construction Project Manager.
- 3.5 Contractor to coordinate with CPD around facility programming for dates of performing work.

SECTION IV: SPECIFICATIONS

- 4.01 It is the responsibility of each bidder to view each site. Bid prices in response to this solicitation shall be firm for the full term of the contract. Contract bid areas are as defined on the attached Exhibit A included in the bid package.
- 4.02 Contractor to account for removal of existing coating using mechanical grinders and blades.
- 4.03 Contractor shall remove existing sealants at cove joints (where horizontal surface meets a vertical surface) and install new sealant as required for the cove and control joints.
- 4.04 Contractor shall account for proper preparation of existing concrete for new concrete coating.
- 4.05 Contractor to install concrete coating with specified product:
 - Apply (1) coat of Advanced Polymer Technologies (APT) Qualipur 152 Primer at manufacturer's recommended coverage rates.

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- Apply (1) coat of APT Qualipur 252 Base Coat per manufacturer's requirements.
- Apply (1) coat of APT Qualipur 582 AL UV stable top coat. While material is still fluid, broadcast silica sand within the coating and back roll to fully encapsulate the sand and provide skid resistance.

4.06 Work must be performed between the dates of August 21st – 28th, 2026.

BID FORMS

TOTAL BID COST: _____

Insurance Statement: By signing the bid documents, bidder hereby certifies that the bidder has reviewed and understands the insurance coverage requirements specified in the Bid specifications.

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

Signed this _____ day of _____, 20____.

SUBMITTED BY:

Company

Address

Phone

Fax

Cell

Email

Authorized Agent (print or type)

Signature of Authorized Agent

FIN or SS # _____

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References: Please provide a list of three (3) references including contact person, company name, address, phone number and a brief scope of work below:

Name: _____ Phone #: _____
Company _____
Address _____
Scope of Work: _____

Name: _____ Phone #: _____
Company _____
Address _____
Scope of Work: _____

Name: _____ Phone #: _____
Company _____
Address _____
Scope of Work: _____

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SECTION V: COMMITMENT TO ENGAGE IN AFFIRMATIVE ACTION PRACTICES

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

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

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

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

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

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

Signature of Authorized Agent

Date

Title

Telephone Number

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

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SECTION VI: AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT

Part I: Identification

1. Company's main office address: _____

Telephone: _____ Fax: _____

Federal employer's identification number: _____

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

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

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

During the last 12 months has the company performed business with any governmental agency federal, state, county, municipal, school districts, etc.)?

Yes No *If yes with what agency(ies)?* _____

Part II: Policies and Practices

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

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

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

Name: _____

Title: _____

Telephone: _____

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

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

Comments: _____

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SECTION VI: AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT (CONTINUED)

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

Comments: _____

Part III: Personnel Inventory

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

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

Above employee figures were obtained from: Visual check Employment records

 Signature of Authorized Agent

 Date

 Title

 Telephone Number

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CHAMPAIGN PARK DISTRICT
Agreement

This Agreement is made and entered into effective this DATE, 2026, 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 COMPANY, hereinafter referred to as, "Contractor", whose principal address is ADDRESS.

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 installation of , 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 August 21st, 2026 and shall be entirely completed by August 28th, 2026, 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 **\$COST VALUE**, 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.

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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
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.

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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

COMPANY
Attention: NAME
Owner
ADDRESS
ADDRESS

Champaign Park District: Invitation for Bids for Springer Concrete Coating

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:
COMPANY

By: _____

By: _____

Its: _____

Its _____

Date: _____

Date: _____

EXHIBIT A: SCOPE AREAS

Champaign Park District: Invitation for Bids for Springer Concrete Coating

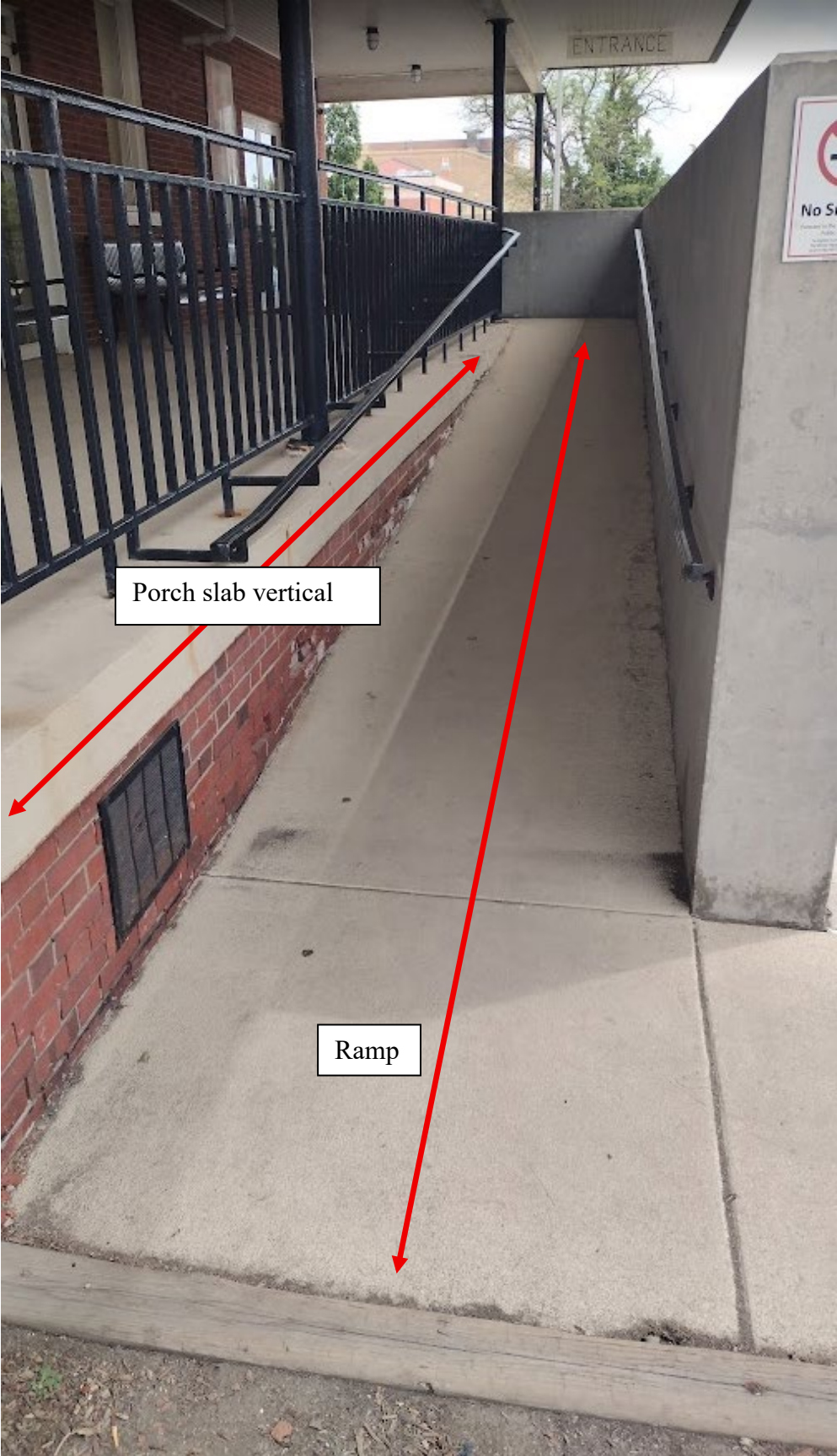


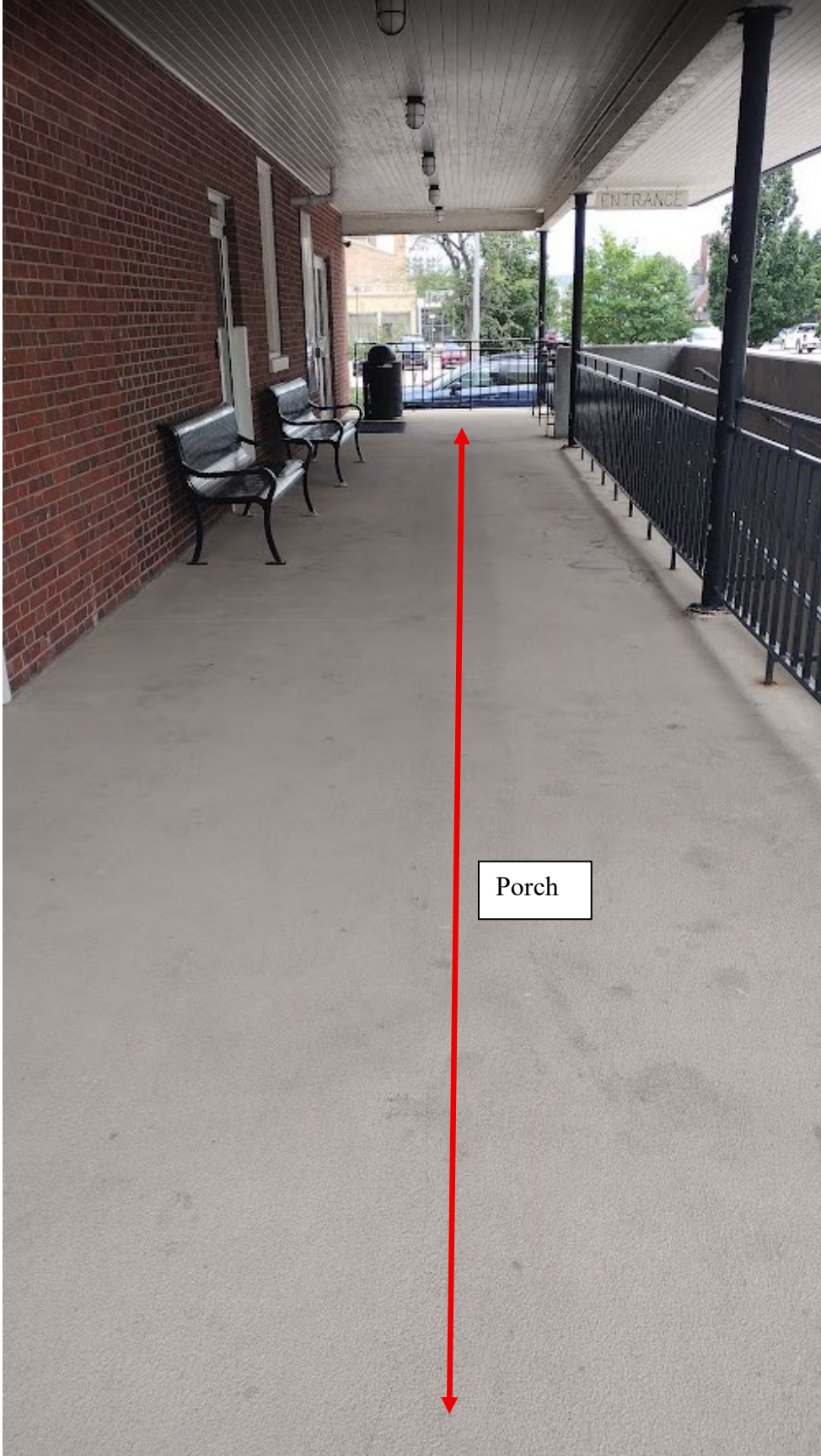
Champaign Park District: Invitation for Bids for Springer Concrete Coating





Champaign Park District: Invitation for Bids for Springer Concrete Coating







Qualipur[®] 152

1. General Description

Qualipur 152 is a 2-component, solvent-free, low viscosity polyurethane primer. It cures using chemical cross-linking to produce a thin mil primer with excellent abrasion characteristics for long term wear protection. Qualipur 152 has good resistance to many chemical compounds. Superior adhesion properties of Qualipur 152 make it an ideal primer for many substrates.

Basic Uses: Being a solvent-free product, Qualipur 152 can be used to prime both interior and exterior substrates without noxious odor.

2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing. Adequate ventilation is required during the application process.

Do not expose container to open flame, excessive heat, or direct sunlight.

3. Storage and Packaging

Qualipur 152 should be stored in clean, cool, dry area in original unopened pail. Qualipur 152 has a shelf life of 1 year.

Packaging: 3 gallon unit (12.3 kg unit)

4. Coverage

For a standard 4 mil application the consumption rate of Qualipur 152 is 300 ft²/gal (0.0033 gal/ft² or 0.1451 kg/m²).

5. Installation Guidelines

Surface Preparation:

See Qualideck Installation Guideline

Surfaces receiving an application of Qualipur 152 must be clean, sound, dry, and free of oils and other bond inhibiting contaminants. Prior to applying Qualipur 152 to the concrete, use of mechanical methods such as shot blasting or sandblasting are recommended to produce a clean and lightly textured surface. Primed surfaces should be coated within 24 hours. Concrete shall be tested for moisture, ASTM D4263 Moisture Test (Mat Test).

Features and Benefits

- ✓ Low VOC
- ✓ No flammability concern
- ✓ Solvent-free
- ✓ Quick cure time
- ✓ Primer on-grade
- ✓ Easy application
- ✓ Optimal penetration
- ✓ Outstanding bond strength



Mixing:

Empty the entire contents of component “B” into component “A”. Mixing is accomplished by using a jiffy paddle and low speed drill (400 to 600 rpm) so as not to incorporate excessive air into the product. Mix components for 2 minutes in provided pail. Scrape down sides of pail and mix for an additional 1.5 minutes before proceeding with application.

Application:

On Concrete – to apply as a primer, use a high quality roller, brush, squeegee, or airless spray unit and apply a uniform film of 4 wet mils. Allow to cure for 4 to 6 hours before proceeding with application.

On Asphalt – to apply as a primer, use a high quality roller, brush, squeegee, or airless spray unit and apply a uniform film of 7 wet mils. Allow the primer to cure for 3 to 4 hours before proceeding with application.

6. Limitations

- Minimum application temperature is 40°F and rising.
- Do not apply over damp or wet substrates.
- Do not apply to surfaces with active moisture vapor transmission.
- Conduct an adhesion test prior to use on asphalt substrates.

7. Technical Data

Results based on temperature of 68° and 50% Humidity

VOC		7.1 g/L*
Solid Content		100%
Renewable Content		44.74%
Viscosity	ASTM D2196	600 – 1000 cPs
Pot Life	ASTM C603	40 – 60 Minutes
Tack-Free Time		4 – 6 Hours
Cure Time – Foot Traffic	ASTM C920	24 Hours
- Final Cure		7 Days
Adhesion to Concrete	ASTM D7234	100% Substrate Failure
Moisture Vapor Transmission	ASTM E 96	Avg. 0.214 grains / hour ft ²
Tear Resistance	ASTM D 1004	Avg. 212 + Lbs/in ² depending on the system
Flash Point	ASTM D93	Non Flammable

*Based on standard formula calculation

Above figures are guide values and should not be used as a base for specifications

Consult the Safety Data Sheet (SDS) for more details.

For complete and latest warranty and product information, please visit www.advpolytech.com





Qualipur[®] 252

1. General Description

Qualipur 252 is a 2-component, low VOC, low/no odor, polyurethane membrane. It cures using chemical cross-linking to form a dynamically flexible waterproofing membrane for extreme crack-bridging applications. Qualipur 252 has good chemical resistance and outstanding adhesion properties making it the ideal membrane for waterproof coating systems. High chemical abrasion and thermal shock resistant systems can be obtained using the Qualipur 252 as a base coat/membrane.

Basic Uses: A crack-bridging base and waterproofing membrane.

2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing. Adequate ventilation is required during the application process.

Do not expose container to open flame, excessive heat, or direct sunlight.

3. Storage and Packaging

Qualipur 252 should be stored in cool, clean, dry area in original unopened pail. Qualipur 252 has a shelf life of 1 year.

Packaging: 5 gallon unit (19.3 kg unit)

4. Coverage

For reference 1 mil of Qualipur 252 has a consumption rate of 1493 ft²/gal (0.00067 gal/ft² or 0.02781 kg/m²). Typical membrane application is 20/25 mils and has a consumption rate of 64 sqft/gal (0.0134 gal/ft² or 0.5562 kg/m²)/80 sqft/gal (0.0168 gal/ft² or 0.6953 kg/m²)

5. Installation Guidelines

Surface Preparation:

See Qualideck Installation Guide

Qualipur 252 on primed concrete surfaces that have received the recommended surface preparation (such as sandblasting and shot blasting are recommended to produce a clean textured surface).

Features and Benefits

- ✓ Low VOC
- ✓ Low/no odor
- ✓ Bridges dynamically moving cracks
- ✓ Quick cure time
- ✓ Excellent elongation and tensile strength properties
- ✓ Flexible in low temperature ranges



Mixing:

Pre-mix the color component. Then, empty the contents of component “A” into component “B”. Mixing is accomplished by using a jiffy paddle and low speed drill (400 to 600 rpm). Take care not to incorporate excessive air into the product. Mix components for 2 minutes in provided pail. Scrape down sides of pail and mix for an additional 1.5 minutes before proceeding with application.

Application:

See Qualideck Installation Guide.

6. Limitations

- Minimum application temperature is 40°F and rising.
- Do not apply over damp or wet substrates.
- Do not apply to surfaces with active moisture vapor transmission.
- Conduct an adhesion test prior to use on asphalt substrates.

7. Technical Data

Results based on temperature of 68°F and 50% Humidity

VOC		7.7 g/L*
Solid Content		100%
Viscosity	ASTM D2196	1700-2700 cPs
Pot Life	ASTM D603	20-30 Minutes
Hardness	ASTM D2240	Shore A 70-80
Cure Time – Before Overcoat	ASTM C920	3-4 Hours
- Final Cure		24 Hours
Abrasion	ASTM D4060	9 mg loss
Tear Resistance	ASTM D1004	160 pli
Elongation	ASTM D412	1102.3% **
Tensile Strength	ASTM D412	1890.2 PSI **
Adhesion to Concrete	ASTM D7234	100% Substrate Failure
Flash Point	ASTM D93	Non Flammable

*based on standard formula calculation

**Maximum machine travel without breaking

Above figures are guide values and should not be used as a base for specifications

Consult the Safety Data Sheet (SDS) for more details.

For complete and latest warranty and product information, please visit www.advpolytech.com





Qualipur[®] 582

Features and Benefits

- ✓ High abrasion and cut/tear resistant
- ✓ Excellent UV stability
- ✓ Versatile range of potential substrates
- ✓ Variety of color options
- ✓ Low VOC

1. General Description

Qualipur 582 is a 2-component, low VOC, low/no odor, medium viscosity, polyurethane coating. It cures using chemical cross-linking to form a hard elastic, UV resistant, abrasion-resistant coating. Qualipur 582 has good chemical resistance and outstanding adhesion properties.

Basic Uses: A highly abrasion-resistant coating.

Colors: A gloss finish product available in 5 standard colors: Light Grey, Dark Grey, Charcoal, Tan, and Black. Special colors are available upon request.

2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing. Adequate ventilation is required during the application process.

Do not expose container to open flame, excessive heat, or direct sunlight.

3. Storage and Packaging

Qualipur 582 should be stored in a clean, cool, dry area in original unopened pail. Qualipur 582 has a shelf life of 1 year.

Packaging: 5 gallon unit (28.00 kg unit)

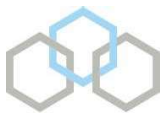
4. Coverage

For reference 1 mil of Qualipur 582 has a consumption rate of 1600 ft²/gal (0.00063 gal/ft² or 0.0406 kg/m²). A typical application of 15 mils has a consumption rate of 107 sqft/gal (0.0095 gal/ft² or 0.609 kg/m²).

5. Installation Guidelines

Surface Preparation:

See Qualideck Application Guide



Mixing:

Qualipur 582 is a 2-component polyurethane product; it requires mixing to ensure consistent curing and uniform color. Mixing is accomplished by premixing component “A” for 2-3 minutes. After premixing component “A”, pour the contents of component “B” directly into component “A” and mix using a jiffy paddle and low speed drill (400 to 600 rpm). Take care not to incorporate excessive air into the product. Mix components for 2 minutes in provided pail. Scrape down sides of pail and mix for an additional 1.5 minutes before proceeding with application.

Application:

See Qualideck Application Guide

Do Not sand to excess the Qualipur 582 top coat - sand saturation shall be in the Qualipur 372 coat.

Consult Application Guide for further information.

6. Limitations

- Minimum application temperature is 4°C (40°F).
- Do not apply over damp or wet substrates.
- Do not apply to surfaces with active moisture vapor transmission.

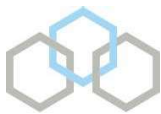
7. Technical Data

Results based on temperature of 68°F and 50% Humidity

VOC		20.23 g/L*
Solids Content		98%
Renewable Content		22.58%
Viscosity	ASTM D2196	1600 – 2400 cPs
Pot Life	ASTM C603	30-50 Minutes
Cure Time – Tack Free		3 – 5 Hours
- Foot Traffic	ASTM C920	24 Hours
- Final Cure		4 Weeks
Elongation	ASTM D412	81%
Tensile Strength	ASTM D412	1500 PSI
Hardness	ASTM D2240	45 D scale
Skid Resistance Dry		Pass
Skid Resistance Wet		Pass
Abrasion Resistance	ASTM D4060	50 mg loss
Flash Point	ASTM D93	Non Flammable

*based on standard formula calculation





Chemical Resistance Chart

Chemical	Qualipur 372	Qualipur 461	Qualipur 512	Qualipur 522	Qualipur 552E	Qualipur 582
Acetic Acid 10%	-	-	+	+	-	+
Acetic Acid 50%	-	-	-	+	-	-
Acetone	+	+	+	+	+	-
Anti-Freeze	+	+	+	+	+	+
Bleach	-	+	+	+	+	+
Brake Fluid	-	-	-	-	-	-
Caustic Soda	+	+	-	+	+	+
Gasoline	+	+	+	+	+	-
Hydraulic Fluid	+	+	+	+	+	+
Hydrochloric Acid 10%	-	-	-	+	+	+
Hydrochloric Acid 31%	-	-	-	-	-	-
Jet Fuel	+	+	+	+	+	+
Methanol	+	+	+	+	-	-
Mineral Spirits	+	+	+	+	+	+
Motor Oil	-	+	-	+	+	+
Phosphoric Acid 50%	+	-	-	+	-	-
Phosphoric Acid 70%	-	-	-	-	-	-
Potassium Hydroxide 50%	-	-	-	-	+	+
Simple Green	+	+	+	+	+	+
Skydrol	-	-	-	+	-	-
Sodium Hydroxide 50%	+	+	+	+	+	+
Sulfuric Acid 25%	-	-	-	-	-	-
Sulfuric Acid 50%	-	-	-	-	-	-

(-) --> Visual Defects Observed

(+) --> No Visual Defects Observed

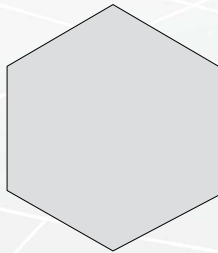
Above figures are guide values and should not be used as a base for specifications

Consult the Safety Data Sheet (SDS) for more details.

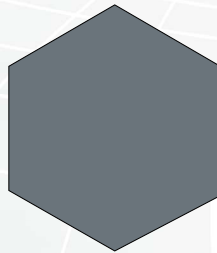
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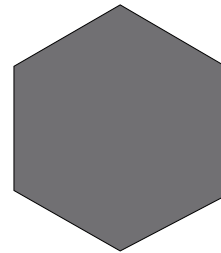
Qualipur Top Coats



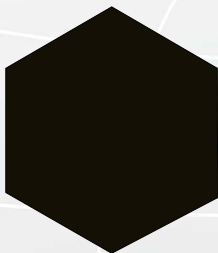
Light Grey



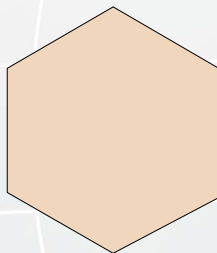
Dark Grey



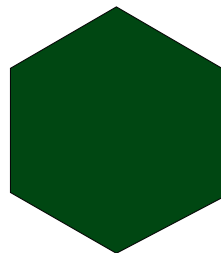
Charcoal



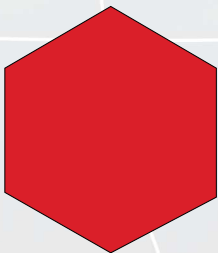
Black



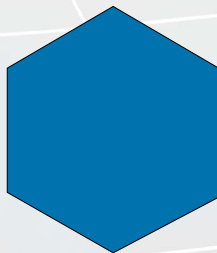
Tan



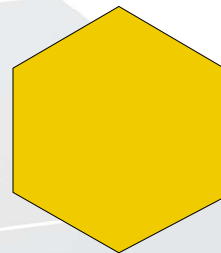
Dark Green



Safety Red

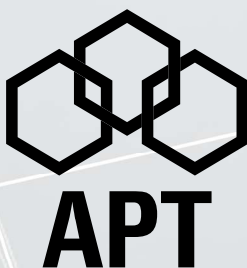


Safety Blue



Safety Yellow

Actual colors may vary slightly from color samples. Slight variations may occur due to job site conditions, mixing proportions, and installation methods. Standard colors will vary by product. Consult your Qualideck® representative for further information.



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