



## **SPECIFICATIONS FOR LED SPORTS FIELD LIGHTING UPGRADE AT BRICKYARDS PARK**

**March 25, 2024**

<b>PRE-BID MEETING:</b>	April 2, 2024, 10:00 a.m. Brickyards Park 300 Pfingsten Road Deerfield, Illinois 60015
<b>BID OPENING:</b>	April 9, 2024, 10:00 a.m. Jewett Park Community Center 836 Jewett Park Drive Deerfield, Illinois 60015

Deerfield Park District  
836 Jewett Park Drive  
Deerfield, IL 60015

Contact: Jim Beckman  
Mech. Maint. Supervisor  
(847) 572-2671

## **BID NOTICE**

March 25, 2024

Dear Bidder:

Enclosed you will find the Specifications and bidding materials for **LED Sports Field Lighting Upgrade at Deerfield Park District's Brickyards Park.**

All pertinent information is included in the Plans and Specifications. **A voluntary pre-bid meeting will be held at the site, Brickyards Park 300 Pfingsten Road, Deerfield, IL 60015 on Tuesday, April 2, 2024, 10:00 a.m. Bidders are required to visit the site to examine conditions and to secure their own field measurements.**

We look forward to receiving your Bid Proposal and working together with you on this project.

If you have further questions, please call me at (847) 572-2670, Monday through Friday, 7:00 a.m. to 2:00 p.m.

Sincerely,

*Jim Beckman*

Jim Beckman  
Mech. Maint. Supervisor  
Deerfield Park District

March 25, 2024

## **INVITATION TO BID**

Sealed bids for **LED Field Lighting Upgrade at Brickyards Park** will be received by the Deerfield Park District at our office, 836 Jewett Park Drive, Deerfield, Illinois 60015. **Bids will be received until exactly 10:00 a.m. on Tuesday, April 9, 2024 and then publicly opened and read.** Bids submitted after the closing time will be returned unopened. No oral or telephone proposals or modifications will be considered.

Proposals shall be submitted on the attached Form of Proposal and returned. All bids must include an executed and notarized Bid Certification under Section 33E-11 of the criminal code of 1961, as amended, on the form provided by the Deerfield Park District. No bidder may withdraw their proposal after the hour set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding thirty (30) calendar days.

The Deerfield Park District requires all Bidders to comply with all provisions of the Prevailing Wage Ordinance #10-6. This Ordinance specifies that no less than the general prevailing rate of wages as found by the Park District or Department of Labor or determined by a court on review shall be paid each craft or type of worker or mechanic needed to execute the contract or perform the work.

The Deerfield Park District may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against the Deerfield Park District.

Sincerely,

*Jim Beckman*

Jim Beckman  
Mech. Maint. Supervisor  
Deerfield Park District

**SECTION I**  
**INSTRUCTIONS TO BIDDERS**

1. IDENTIFICATION OF PROJECT. The official name and location of the project shall henceforth be known as:

**LED Sports Field Lighting Upgrade  
at Brickyards Park  
300 Pfinsten Road  
Deerfield, IL 60015**

The official name and address of the project owner shall henceforth be known as:

**Deerfield Park District  
836 Jewett Park Drive  
Deerfield, IL 60015**

Board Approval: Thursday, April 18, 2024

Contract Award: Friday, April 19, 2024

Commencement of Work: May 1, 2024

Completion: May 31, 2024

**(If Contractor is unable to meet this time frame, please indicate on attached bid form under "Time of Completion")**

2. CONTRACT DOCUMENTS The Invitation to Bid, the Instructions to Bidders, the drawings, the A.I.A. General Conditions, (by referral) the Supplementary Conditions, Specifications, the Form of Proposal, and the accepted Bid Sheet comprise the Contract Documents.

Copies of these documents can be obtained in person from the office of the Deerfield Park District, 836 Jewett Park Drive, Deerfield, Illinois 60015, free of charge.

3. EXPLANATION TO BIDDERS Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, Drawings, Specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids.

Any interpretation made will be in the form of an addendum of the Invitation to Bid, Drawings, Specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contractor will not be binding.

4. CONDITIONS AFFECTING THE WORK Bidders should visit the site and take such steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.
5. BONDS The successful Bidder, upon being given a written "Notice of Award", will have the (10) calendar days to provide the required Labor and Material Payment Bond, Performance Bond, and Insurance Policies or Certificates for same, and commence with the work. Failure to comply with the conditions set forth in the Contract Documents shall result in the termination of the contract for default. In such event, the Contractor may be liable for any costs of performing the work which exceed the amount of their bid, and the Bid Guarantee shall be available toward offsetting such difference, if not previously returned to the Contractor.
6. PREPARATION AND SUBMISSION OF BID Before submitting proposal, each Bidder shall examine carefully all documents pertaining to the work and visit the site to verify conditions under which work will be performed.

Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the bid documents and of pertinent State or Local Codes, State of Labor and Material Markets, and has made due allowance in their bid for all contingencies. Include in bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes, insurance and contingencies, with overhead and profit necessary to produce a complete project, or to complete those portions of the work covered by the specifications on which proposal is made, including all trades, without further cost to

Owner. Obtain all permits and arrange for all inspections. Pay all fees and costs incurred.

No compensation will be allowed for any reason, if any difficulties arise which the Bidder could have discovered or reasonably known prior to bidding.

All proposals must be made upon the Form of Proposal furnished by the Owner attached hereto and should give the amounts bid for the work, in numbers, and must be signed and acknowledged by the Contractor. In order to insure consideration, the Form of Proposal should be enclosed in an envelope marked **“Bid Proposal for the LED Sports Field Lighting Upgrade at Brickyards Park” to be received by 10:00 a.m. on Tuesday, April 9, 2024, showing the return address of the sender and addressed to the Deerfield Park District, 836 Jewett Park Drive, Deerfield, Illinois 60015.**

**Bids must be sealed, marked and addressed as directed above. Failure to do so may result in a premature opening of, or failure to open, such bid.**

The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

Modifications of bids already submitted will be considered if received at the office designated in the Invitation to Bid by the time set for the opening of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or reverse bid. Unless called for, alternate bids will not be considered.

7. **PRICES** The prices are to include the furnishing of all materials, equipment, tools, insurance, bonds, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the work except as may be otherwise expressly provided in the Contract Documents.
8. **TIME SCHEDULE** The timely execution of any project is extremely important. As timing is of importance to us, we ask that you submit scheduling information along with your bid. Failure to supply this information may be considered cause for rejecting your bid.
9. **LATE BIDS AND MODIFICATIONS** Late bids and modifications thereof received at the office designated in the Invitation to Bid after the exact time set for opening of bids will not be considered.
10. **WITHDRAWAL OF BIDS** Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening of bids.

11. PUBLIC OPENING OF BIDS Bids will be publicly opened at the time set for the opening in the Invitation to Bid. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.
  
12. AWARD OF CONTRACT
  - A. Award of contract will be made to the lowest responsible bidder, or as outlined in the specifications, and as determined by the Board of Commissioners of the Deerfield Park District, whose bid conforms to the bid documents, drawings, and specifications.
  
  - B. The Board of Park Commissioners may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Deerfield Park District.
  
13. CONTRACT AND INSURANCE The accepted Bidder shall enter into a written contract, provide the Owner with a Labor and Material Payment Bond, Performance Bond, and copies of Workman's Compensation and Public Liability Insurance Policies or Certificates thereof, within ten (10) calendar days of the written "Notice to Proceed" and prior to the commencement of work.
  
14. POSTPONEMENT OF DATE FOR OPENING PROPOSALS The Owner reserves the right to postpone the date of presentation and opening of proposals and will give telegraphic notice of any such postponement to each interested party.

## SECTION II SUPPLEMENTARY CONDITIONS

### GENERAL

1. A.I.A. STANDARD GENERAL CONDITIONS The "General Conditions of the Contract for the Construction" of A.I.A. Document, A-107, by reference, shall be a part of the Contract Documents except as herein amended. Amendments and modifications shall take precedence over and modify the Articles of the A.I.A. General Conditions with which they may be in conflict.
2. APPLICATION The General Conditions and Supplementary General Conditions shall be used in conjunction with and are a part of any and all sections of the Specifications and all Contracts and Subcontracts that may be made for the completion of work in all its parts as identified and described in the Contract Documents.

3. DEFINITIONS

Contractor: A firm, corporation or individual with whom the Owner makes a direct Contract for the construction of all or any portion of the work.

Subcontractor: A firm, corporation or individual other than employees of a Contractor or Subcontractor makes a contract to furnish labor, and/ or materials, and/or services in connection with the project.  
The words "approve," "equal to," "as directed," etc., are interpreted and will be taken to mean "to the satisfaction of the Owner." Samples shall be submitted and approvals shall be requested in ample time to avoid any delays should resubmission of any item be necessary.

4. BONDS Include allowance in Lump Sum Proposal for Performance Bond and Materials and Payment Bond in the amount of one hundred percent (100%) of Contract Price.
5. PROGRESS PAYMENT The Contractor may present estimate of work for which he desires payment at the beginning of the month, based on cost of labor and materials incorporated in the work. Estimate shall be a Sworn Statement and shall show relative amount of each item completed. Submit Partial Waivers of Lien, including for first payout, from Contractors, Subcontractors and Material Suppliers with Sworn Statement for monthly payout. Payments will be made within approximately thirty (30) days after received and approved by Owner. Notwithstanding anything to the contrary contained in the contract documents, payouts are to be made by checks payable to the Contractor.



6. SUBCONTRACTORS Contractors operating under direct contracts with the Owner may let Subcontracts for the performance of such portions of the work as usually executed by special trades. All such Subcontracts shall be based on conformance with all pertinent conditions set forth in the General Conditions and other documents as well as the detailed requirements of the portions of the drawings and specifications which depict or describe the special item covered by the Subcontract. No work may be sublet without approval of the Owner, who reserves the right to disprove any proposed Subcontractor whose record does not establish their experience, competence, and financial ability to perform the work.
7. MATERIALS Materials shall conform to the Drawings, Specifications, and applicable sections of the State of Illinois, Department of Transportation, Standard Specifications for Road and Bridge Construction (current edition and supplements). Items of measurement and basis of payment shall not apply. All materials are subject to the approval by the Owner both before and after incorporation in the project. All condemned material or work shall be removed from the premises.
8. LAW COMPLIANCE All project construction work shall comply with all State and Municipal Laws and Regulation and all Local Ordinances and Rules pertaining to this work. Such Laws, Regulations, Ordinances and Rules shall be considered a part of these specifications.

All successful Contractors must comply with the provisions of the Illinois Human Rights Act dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation or written Sexual Harassment Policies. The Contract with the successful Bidder will provide for this requirement. The statutory provisions setting forth what such policies shall include as a minimum under the Act are on file with the District and available to the Contractor upon request.

9. SUPERVISION The Contractor shall maintain a supervisory foreman (preferably English speaking) on the job-site at all times. The Contractor shall enforce strict discipline and good order among their employees and the Subcontractors at all times work is in progress. The Contractor shall not employ any unfit person or anyone not skilled in the work assigned to them.
10. EQUIPMENT AND TOOLS Furnish and maintain all equipment, tools and apparatus, scaffolding, and all temporary work and materials necessary to perform the work.
11. EXPEDITING Place orders for materials and equipment immediately upon receipt of Contract and follow-up vigorously to insure adequate and timely supply to the work. Perform all tracings and expediting actions and arrange to get workmen in the job at the proper time to avoid delays.

12. EXISTING UTILITIES The Contractor shall be responsible for locating and protecting all existing utilities, public and private, for the duration of the job. Prior to the commencement of any work, the Contractor shall notify all public and private utilities for the purpose of verifying, marking, and recording the locations of all underground or overhead utilities, temporary or permanent.

13. TESTING AND OBSERVATIONS The Contractor shall give the Owner timely notice of readiness of work (24-48 hours prior) for all required inspections, observations, tests, or reviews.

If any work that is to be observed or tested is covered without the written concurrence of the Owner, it must, if requested by the Owner, be uncovered for observation. Such uncovering shall be at the expense of the Contractor unless Contractor has given Owner timely notice of Contractor's intention to cover such work and Engineer, Architect or Owner has not acted with reasonable promptness in response to such notice.

14. ACCEPTANCE PRECEDING WORK Before starting any operation, the Contractor and Subcontractors shall examine work performed by others to which their work adjoins or is applied and report any condition that will prevent satisfactory accomplishment of their Contract. Failure to notify Owner in writing of deficiencies or faults in preceding work will constitute acceptance thereof and waiver of any claims of its unsuitability.

15. CUTTING AND PATCHING When necessary to cut or alter completed work to accommodate another trade, the Contractor or Subcontractor shall do all cutting for and repair portions of the disturbed work. Where cutting is necessitated by fault or negligence of another contractor, all costs of cutting and repairing shall be borne by the party at fault.

16. DAMAGE TO CURRENT WORK Each Contractor shall adequately protect all preceding work from damage caused by him or his works. All breakage or damage will be repaired by trade concerned at the cost of the party causing damage. Each Contractor however, shall be responsible for adequate protection of his own work against normal construction risks.

17. HOUSEKEEPING Keep site of operations free from accumulations of rubbish and waste materials at all times. See that Subcontractors remove and dispose of their rubbish. Arrangements for removal and disposition of rubbish will be made by Contractors concerned at no cost to Owner.

Should any Contractor or Subcontractor allow rubbish or waste material to accumulate on any portion of the site or in any portion of the building to such extent that the accumulation constitutes a hazard or obstructs the prosecution of the work in

the way. The Owner may, if Contractor or Subcontractor at fault fails to remove such rubbish or waste materials within three (3) days after written notice to clear up the accumulation, engage prior labor or services of another Contractor to make necessary removal and disposition and to charge cost against monies due to Contractor or Subcontractor at fault.

18. PROTECTION

- A. Property: Each Contractor and Subcontractor shall take such precaution as are necessary to protect from damage or deterioration and to safeguard from pilferage, all materials, tools and equipment pertaining to their work, which are on the site of the buildings, whether stored or incorporated in the structure.
- B. Safety: Provide all barricades or other temporary fencing or protection as may be required by local authorities having lawful jurisdiction, or be considered of general safety, around all openings in floors and walls of the structure, and around all open pits or trenches in its vicinity.

Contractor shall be responsible for provision of traffic control in and out of facilities where construction, excavation, paving, etc., will interfere with access during regular working hours. Signage and barricades must be provided when leaving site.

- C. Weather: Each Contractor and Subcontractor shall at times provide protection against rain, snow, windstorms, frost or heat so as to maintain all work, materials, apparatus and fixtures, free from injury or damage. At the end of each day's work, all new work subject to damage by the elements and all points where water or frost may enter any part of the structure shall be covered.
- D. Water: General Contractor shall at all times protect excavations, trenches, and building from damage from rainwater, snow, spring water, ground water, backing-up of drains or sewers and all other water. They shall provide all pumps, equipment and enclosures required for such protection. They shall also construct and maintain any temporary drainage necessary to direct or lead water away from the work and shall do all pumping necessary to keep excavation and the lowest floor free of water at all times.
- E. Damage: All work damaged by failure to provide protection shall be removed and replaced with new work at the expense of Contractor at fault.

19. INSURANCE

- A. The Contractor is hereby notified that he is not to commence work until he has obtained satisfactory insurance coverage. During the life of the contract,

the Contractor shall carry the following minimum insurance, which shall name the Deerfield Park District as a primary, non-contributory additional insured:

1. Workman's Compensation & Occupational Disease - Statutory Limit
2. Comprehensive Public Liability Insurance
  - a. Bodily Injury - \$1,000,000 per person  
\$1,000,000 per accident
  - b. Property Damage - \$1,000,000 per accident
3. Comprehensive Automobile Public Liability Insurance
  - a. Bodily Injury - \$1,000,000 per person  
\$1,000,000 per accident
  - b. Property Damage - \$1,000,000 per accident

The Contractor shall furnish proof of proper insurance coverage by furnishing the Owner with an insurance certificate and any required endorsements indicating that he has insurance in force. All policies of insurance shall provide for at least 10 days prior written notice of cancellation to the Owner.

- B. INDEMNIFICATION The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses (including attorney's and consultant's fees) arising out of or resulting from (i) a breach of any obligation which is described herein or on any other contract or bid document, by contractor, any subcontractor or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; or (ii) personal injury, death, property damage or destruction relating in any manner whatsoever to the Contractor's performance of the work under this Contract. Nothing herein shall be construed to limit the Contractor's scope of indemnification to the limits of insurance herein described, those limits representing only minimum requirements sufficient to commence work. Not in limitation of the foregoing duty of indemnification, the Contractor shall also fully indemnify the Owner for all claims, damages, losses and expenses (including attorneys' and consultants' fees) arising out of or resulting from any physical injury or death suffered by Contractor's employees in the course of performing the work under this Contract.
- C. PROTECTION OF PROPERTY The Contractor shall be responsible for protecting and safeguarding property and the work throughout the

construction period, and shall bear the cost of repairing damages that are a result of his negligence.

20. EQUAL EMPLOYMENT OPPORTUNITY The Contractor shall take such efforts to attract minority employees and propose and carry through such an affirmative action program and make such reports as may be necessary or required to meet any rules, laws or regulations affecting the work in order to insure equal employment opportunity for members of minority employees. Contractor shall not deny or refuse any person employment in any capacity on the grounds of race or color, nor shall any person be discriminated against in any manner by reason thereof.
21. ASSIGNMENTS AND SUBCONTRACTS Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner. Before commencing, the Contractor shall submit to the Owner a certified list of his subcontractors. The bidder will be required to establish to the satisfaction of the Owner, the reliability and responsibility of the proposed subcontractors.
22. CHANGES IN THE WORK
  - A. Minor field changes to facilitate ease of construction in the best interest of the Owner may be made in the field by the Owner's duly appointed representative, with the understanding of both parties that no change in contract price is involved.
  - B. At the award of the contract, the Contractor shall be advised as to whom the Owner's representative shall be on this project.
  - C. Where adjustment of contract price is made, a written "Change Order" shall be submitted to and accepted by the Board of Park Commissioners before any change is made.
23. UNIT PRICES AND MEASUREMENT For any approved changes in the scope of work, a final measurement will be conducted by the Contractor and Owner and unit prices included in the bid form will be applied to the units measured to verify the final/total price of the work.
24. FINAL PAYMENT Payment may be made after final acceptance and completion of the project. No payment shall be authorized unless payment application and all applicable waivers of lien and Contractor's affidavit are submitted by the 5th of the month. An amount equal to ten per cent (10%) shall be withheld from the payment until thirty (30) days after the Owner has made final acceptance.

Prior to final payment, Contractor shall complete all check list items, shall deliver final waiver of lien, showing payment for materials and shall provide a Contractor's affidavit, indicating all indebtedness on account of the performance of this contract has been paid in full. Payments will be approved by the Board of Park Commissioners in accordance with the Local Government Prompt Payment Act.

The final payment or any provision in the contract documents shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. He shall correct all defects as notified for a period of one year after final payment.

25. GUARANTEE

- A. Except as otherwise specified, the Contractor shall guarantee workmanship and materials for a period of one (1) year from date of final acceptance by the Owner. The work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the contract document shall relieve the Contractor of the responsibility for negligence, faulty materials or workmanship within the extent any period provided by law, and upon written notice he shall remedy any defects due thereto, and shall pay all expenses for any damage, direct or consequential, resulting therefrom.
- B. If the Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

26. COORDINATION OF WORK AND ASSIGNMENT OF RESPONSIBILITY In all cases, work shall be coordinated with other trades involved in the project (s). The Contractor shall assume total responsibility for work outlined in the scope of this project. Any deficiencies in work by others which would jeopardize the quality of his work as outlined in this specification, shall be brought to the attention of the Owner BEFORE work commences. Upon commencement of work, the Contractor has, in effect, certified that all work done by others meets with his approval and shall have no bearing upon his portion of the project.

Each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. In case of dispute, the Owner shall be the referee and his decision shall be final and binding on all.

The Contractor shall as far as possible arrange his work, and place and dispose of materials being used, so as not to interfere with the operations of the other Contractors. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others, all as directed by the Owner's representative.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his contract, and shall protect and save harmless the Owner from any and all damages or claims that may arise because of the inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same improvement. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of the other Contractors.

27. SUBSTITUTIONS All specifications must be met, or exceeded. When a trade name product is specified, however, it is implied that an equal product will be accepted. But before furnishing any substitution for that which is specified, the supplier shall:
- A. Note on his proposal form what substitutes he is making, and
  - B. Be prepared to provide adequate information to establish that the substitute is indeed equivalent to that which is specified.

The Owner must approve all proposed substitutions prior to installation or execution of work.

28. ELECTRICAL POWER, WATER AND STORAGE If presently available at the site, the Owner shall furnish adequate electrical power, and water, and allow for reasonable product and equipment storage at the construction site. The Contractor shall bear the cost of hook-up and removal of temporary lines or piping that may be required.
29. DISCHARGE OF EMPLOYEES If any person employed by the Contractor on the work shall appear to the Owner to be incompetent or conducts them self in a disorderly or improper manner, such person shall be removed from the work immediately on the request of the Owner.
30. PREVAILING WAGES Pursuant to P.A. 96-0437, effective January 1, 2010, a public body that fails to provide written notice to its public works contractors that a project is subject to Illinois prevailing wage requirements is, liable for interest, penalties and fines as stated under Section 4(a-3) of the Act. Failure by the public body to provide

written notice does not relieve the contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, to the extent applicable under the Act. This notice is being provided for the mutual benefit of you and the Park District.

This contract may call for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors, to the extent that the Act applies, to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. Related to the Act, the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1, et seq., requires contractors and subcontractors performing services on public works to have in place a written substance abuse program, which meets or exceeds the program requirements in this Act, on file with the Park District.

To the extent that the Act applies, all contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping and submittal duties, including the Substance Abuse Prevention on Public Works Act. If the contractor determines that the Act does not apply to it, contractor shall – in lieu of certified payrolls – submit a letter stating that the Act does not apply to it and setting forth the reasons therefor.

31. LEINS No payment shall become due until the Contractor provides to Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and an affidavit that so far as he has knowledge or information the release and receipts including all labor and materials for which a lien, including all costs and attorney’s fees.
32. LIEN WAIVERS Supporting partial Waivers of Lien for each Subcontractor, supplier and prime contractor must accompany each request for progress payment. Waivers must spell out exact description of work performed for which Waiver is issued and state whether dollar amount is full amount received or amount of work less retainage, held by prime contractor. For final payment it is necessary to submit final waivers in the full amount of the contracts for all Subcontractors, suppliers and prime contractors. Waivers must be accompanied by a sworn statement listing Subcontractors and suppliers, the amount of their contracts and the amount requested.
33. DEFAULT In case of default by the Contractor, the Owner may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.



34. CANCELLATION OF CONTRACT In case of bankruptcy of the Contractor or failure of the Contractor to pay for supplies or labor, or a work stoppage, or a failure by the Contractor to provide sufficient labor or materials for the project, the Owner may terminate the contract and take over the completion of the project, applying the unpaid balance of money for the contract to the completion of the work and any extra expenses incidental thereto.
35. TIME SCHEDULE Work under the Contract shall commence within ten (10) calendar days after given "Written Notice to Proceed" by Owners and shall continue with due diligence until completion. Each Contractor or Subcontractor shall and does hereby agree that they will start and prosecute their work so as to cause no delay to the Contractor and that they will complete all work under their contract coincidentally with completion of Contractor's work. The Contractor shall submit an estimated time schedule setting up order of procedure and time allowed for each branch of work. Contractor shall make every effort to adhere to these schedules, but reasonable modifications will be permitted from time to time to compensate for delays due to strikes or conditions beyond Contractor's control, exclusive of weather.
36. AVOIDANCE OF DELAYS Each Contractor and Subcontractor shall be furnished a copy of the "Time Schedule" referred to above, and each shall so prosecute their work that they not only maintain their progress in accordance with the said Time Schedule, but also shall cause no delays to other Contractors, either in person or through a Subcontractor, fail to maintain progress according to the approved Time Schedule or cause delay to another Contractor or Subcontractor, they shall furnish such additional labor and/or services or work such as overtime as may be necessary to bring their operation up to schedule with no additional cost to Owner. Failure to maintain schedule or to the above steps to regain the agreed time schedule shall constitute default within the terms of the contract and grounds on which the Owner may have recourse to the Contractor's Surety for remedial action.
37. PROJECT CLOSE OUT Upon completion of the work and prior to final payment, Contractor shall supply to Owner a close out document which shall consist of, but not limited to guarantee letters, product information, product guarantees, and a set of "as built" drawings.

## **SECTION III SPECIFICATIONS**

### **I. DESCRIPTION**

- A. **The work to be performed under this contract shall be the removal of existing light fixtures and replacement of Sports Field LED Light Fixtures at Brickyards Park, 300 Pfinsten Road, Deerfield, IL.**
- B. The responsibilities of the Contractor include the following:
1. Furnish all labor, supervision, supplies, materials and service necessary for proper execution of the work.
  2. Equipment, materials and supplies may be stored at an appropriate location approved by the Project Manager that is considered best for work execution, without jeopardizing safety.
  3. Protect all finished and unfinished work from public and Park District personnel until time of substantial completion.
  4. A schedule of the project work operations shall be coordinated with the Project Manager to determine starting and estimating completion dates for purpose of scheduling inspections and to reduce operational affects upon on-going activities.
  5. Notify the Project Manager twenty-four (24) hours in advance of initiating removal and replacement of roof and supplies for job.
  6. Submit to the Project Manager, literature providing manufacturer's technical information regarding materials and products used.
  7. Provide general supervision of the work and issue instructions to subcontractors in regard to work schedules, assignments of work and storage areas, safety provisions and coordination.
  8. Comply with all codes, ordinances, rules and legal requirements of state and local authorities.
  9. Damage to existing improvements, piping, conduit, walls or structures shall be repaired by the contractor at their own expense.
  10. Deliver materials to project site in original factory wrappings and containers,

labeled with identification of manufacturer, brand name model number.

## II. LED STADIUM LIGHTING SPECIFICATIONS

- A. The successful Bidder shall provide and install the following:
1. Coyote 750-watt 5000K black yolk mounted ZRS shield 120–480-volt ready DLC prem listed (MES) **NO EXCEPTION**
  2. All light fixtures need to be individually fused.
  3. All drivers need to be mounted in a weather tight cast aluminum box mounted on frame of light fixture.

## III. WORK EXECUTION

- A. The following work shall be performed in a workman like manner and must comply with all state and local codes, ordinances and manufactures specifications.
1. Contractor will perform daily clean-up to collect all debris from the project site.
  2. The contractor shall adequately protect building, paved areas, service drive, lawn, shrubs, trees, etc. from damage while performing work.

## IV. CONTRACTOR QUALIFICATIONS

- A. The contractor shall provide the following qualifications and certifications:
1. Contractor must be a licensed electrician with 10 years of installing stadium lights.
  2. Contractor must use a spider machine to install lights. **(NO TRUCKS ALLOWED)**

## . WARRANTY

- A. The successful Bidder shall provide the following written warranties:
1. 5 years on lights and drivers.
  2. 5 years on parts and labor.

Date \_\_\_\_\_, 2024

**BID PROPOSAL FORM**

TO: Board of Commissioners  
DEERFIELD PARK DISTRICT  
836 Jewett Park Drive  
Deerfield, IL 60015

FROM: \_\_\_\_\_ (Contractor)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

A) The Bidder, having familiarized himself with the local conditions affecting the cost of the work and with the Specifications, Invitation to Bid, Instructions to Bidders and any Addenda Thereto, as prepared by The Deerfield Park District, for the Project entitled ***“LED Sports Field Lighting Upgrade at Brickyards Park”***, ***DATED March 25, 2024***. Hereby proposes to furnish all labor, materials, equipment and services required to complete the work in accordance with the contract documents.

**BASE BID PROPOSAL**

- A) In submitting this Bid, the undersigned agrees:
1. To hold this bid open for thirty (30) from submittal or opening date.
  2. To accomplish the work in accordance with the Bid Documents.
  3. To complete the work within the time stipulated in the Agreement.

**BASE BID**

1. Remove existing light fixtures and replace them with new LED Sports Field Light Fixtures.

**TOTAL BASE BID** \$ \_\_\_\_\_

**TIME OF COMPLETION**

If awarded the Contract, the undersigned agree(s) to complete all work covered by this Proposal.

Start Date \_\_\_\_\_ Completion Date \_\_\_\_\_

Time of Substantial Completion \_\_\_\_\_  
(Calendar Days)

**BIDDER INFORMATION**

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_ (Telephone) \_\_\_\_\_ (Fax)

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name & Title)

**CERTIFICATE OF ELIGIBILITY**

\_\_\_\_\_ (Contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offence of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offence of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

Date: \_\_\_\_\_

\_\_\_\_\_ (Contractor Signature)

SUBSCRIBED and SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(NOTARY PUBLIC)

**PUBLIC CONTRACTORS – WRITTEN SEXUAL HARRASSMENT POLICY**

\_\_\_\_\_, (“Contractor”), having submitted a bid/proposal

For \_\_\_\_\_ to the \_\_\_\_\_ (“Owner”)  
(Name of Contractor)

For \_\_\_\_\_, hereby certifies that said Contractor has a written  
Sexual Harassment Policy in full compliance with 775ILCS 5/1-105(A)(4).

BY: \_\_\_\_\_

(Authorized Agent of Contractor)

SUBSCRIBED and SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

(NOTARY PUBLIC)

END OF BID FORM