

**CITY OF ELGIN, ILLINOIS, INVITATION FOR BIDS  
INSTRUCTIONS TO BIDDERS**

The City of Elgin invites bids on Wing Park Ball Field Lighting. This bid process and award of the contract are made in conformance with Elgin Municipal Code Title 5. The City of Elgin reserves the right to reject any or all bids, or any part thereof, or to accept any bid or any part thereof, or to waive informalities in any bid, if deemed to be in the best interest of the City. **PLEASE SUBMIT BID IN DUPLICATE with the bid number and name, time of opening, and company name clearly marked on the sealed envelope to the City of Elgin Purchasing Department, 150 Dexter Court, Elgin, IL 60120-5555.** Sealed envelopes with the above information written on the outside are also required when the bidder uses an expedited mail service such as Federal Express, Airborne, or UPS. Failure to do so may result in the bid being declared nonresponsive.

It is the sole responsibility of the bidder to insure that the bid is received and time stamped in the Purchasing Department prior to the closing date and time stated on the Invitation to Bid. Late bids will not be accepted or opened.

A bidder may correct, modify, or withdraw its bid by making the request in writing to the Director of Purchasing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction to the original bid submitted, and identifying the bid by name, number, and opening date.

Bid awards made by the City Council of the City of Elgin may be corrected or amended in the sole discretion of the City Council prior to the city's execution and delivery of a signed agreement to a bidder.

Bids must be signed by an authorized official of the contractor's organization, and the name of the official and the official's title typed below the signature. Bids must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent, initialed, and dated in ink by the person signing the bid. Faxed bids will not be accepted. No bid may be withdrawn after the scheduled closing time for receipt of bids for 60 days. Award shall be made within 60 days unless award date is extended.

Purchases made by the City of Elgin are exempt from the payment of federal excise tax and State of Illinois sales tax and any such taxes must not be included in the bid prices. Unless otherwise indicated in the Invitation for Bid, deliveries are FOB designated location, Elgin, Illinois.

In the case of a conflict between unit price and extended price, unit price shall take precedence. If goods are not delivered or services not performed within the time frame specified in the Invitation for Bid (or where no time is specified, within a reasonable time frame) the City of Elgin reserves the right to cancel the order or any part thereof.

Bids will be considered on goods complying substantially with specifications provided each deviation or alternatives are identified and described in an attachment to the bid. The City of Elgin reserves the right to determine whether such deviations or alternatives are acceptable. Brand names that may be mentioned in specifications as used only as a reference to the type and quality of goods desired unless otherwise indicated.

The selected bidder(s) must comply with all laws, rules, and regulations pertaining to public contracts as adopted by the State of Illinois and the City of Elgin including, but not limited to, the payment of prevailing wages.

**LOCAL PURCHASING PREFERENCE:** Bids from responsible and responsive local businesses that do not exceed the lowest bid price from a responsive and responsible nonlocal business by more than two percent (2%) but no more than \$500 for contracts of \$25,000 or less or by more than one percent (1%) but no more than \$2,500 for contracts in excess of \$25,000 shall be awarded to the local businesses. A local business is a business authorized to do business under the laws of the City of Elgin, a business with its principal place of business located within the corporate limits of the City of Elgin, which has the majority of its regular, full-time workforce located within the City of Elgin and is subject to City of Elgin taxes including, but not limited to, sales taxes.

**BID SUBMISSION REQUIREMENTS**

Bids must contain:

1. A signed Tax/Collusion/Debarment Affidavit
2. A signed Agreement. If awarded a contract, a fully executed copy will be sent to you.
3. A completed Bidder's Employee Utilization Form (if you employ 5 or more persons).
4. A signed Sexual Harassment Form.
5. Any other information or materials required in the specifications.

Bid announcements can be found on the City of Elgin Home Page  
<http://www.cityofelgin.org>

## BID PROPOSAL

### **Wing Park Bid Proposal Baseball Lighting Project Elgin, IL**

The undersigned bidder, in compliance with your request for bids for the lighting equipment at the above project, having examined specifications, related documents, and site of the proposed project, hereby proposes to furnish the lighting equipment material as described in the specifications. These prices are for all labor and materials and are to cover the specified equipment and delivery charges. The contract for bid item "A" will be based on the bid item "C" (The total cost of bid item A and bid item B). This is an Illinois Prevailing Wage project.

A. Contract Price: \$ \_\_\_\_\_

B. 25-Year Life Cycle Operating Cost Total: \$ \_\_\_\_\_  
(From Section 1.4, Item H)

C. Add Bid item "A" and "B": \$ \_\_\_\_\_

**For questions please contact Jim Bell, Parks Superintendent, (847) 931-6124.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/ZIP

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

## **SECTION 16526 – SPORTS FIELD LIGHTING**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the performance and design standards for the Baseball Field at Wing Park in Elgin, IL. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth by the criteria set forth in these specifications.
- C. The sports lighting will be for the following fields:
  - 1. Baseball Field
  - 2. Design and install lighting for batting cage and bull pen warm up area for the same field.
- D. The primary goals of this sports lighting project are:
  - 1. Life Cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the field(s) should be proactively monitored to detect fixture outages over a 25 year life cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system.
  - 2. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of 25 years.

#### **1.2 LIGHTING PERFORMANCE**

- A. Performance Requirements: Playing surfaces shall be lit to an average constant light level and uniformity as specified in the chart below. Light levels shall be held constant for 25 years. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Measured average illumination level shall be +/- 10% of predicted mean in accordance with IESNA RP-6-01, and measured at the first 100 hours of operation.

| Area of Lighting  | Average Constant Light Levels | Maximum to Minimum Uniformity Ratio | Grid Points | Grid Spacing |
|-------------------|-------------------------------|-------------------------------------|-------------|--------------|
| Baseball Infield  | 70 footcandles                | 1.5:1.0                             | 25          | 30' x 30'    |
| Baseball Outfield | 50 footcandles                | 2.0:1.0                             | 96          | 30' x 30'    |

- B. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, the pole mounting heights from the playing field surface shall be:

| Pole | Mounting Height |
|------|-----------------|
| A1   | 70'             |
| A2   | 70'             |
| B1   | 80'             |
| B2   | 80'             |
| C1   | 70'             |
| C2   | 70'             |

### 1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Spill Light Control: Maximum vertical footcandles taken with the meter aimed at the brightest light bank at a distance of 150 feet from the field perimeter shall not exceed 2.10. Average vertical footcandles at a distance of 150 feet from the perimeter of the field shall not exceed 1.5. Maximum horizontal footcandles at a distance of 150 feet from the perimeter of the field shall not exceed .55. Average horizontal footcandles at a distance of 150 feet from the perimeter of the field shall not exceed .40. Footcandle readings shall be taken at 30' intervals along the specified line. Measured average illumination level shall allow a 10% variance of predicted mean in accordance with IESNA RP-6-01, and be measured at the first 100 hours of operation.

### 1.4 LIFE CYCLE COSTS

- A. Energy Consumption: The average kWh consumption for the field lighting system shall be 103.22 or less.
- B. Complete Lamp Replacement: Manufacturer shall include all group lamp replacements required to provide 25 years of operation based upon 250 usage hours per year. The group re-lamp is at the end of the lamps' rated life, 5000 hours.
- C. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years from the date of equipment shipment. Individual lamp outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.
- D. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).
- E. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute "early off" commands by phone.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- F. Management Tools: Manufacturer shall provide a web-based database of actual field usage and provide reports by facility and user group.
- G. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.
- H. 25-Year Life Cycle Cost: Manufacturer shall submit 25-year life cycle cost calculations as follows. Equipment price and total life cycle cost shall be entered separately on bid form.

|    |                                                                                                                                                             |   |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| a. | <b>Luminaire energy consumption</b><br># luminaires x __kW demand per luminaire x \$0.08 kW rate x 250 annual usage hours x 25 years                        |   |  |
| b. | <b>Cost for spot relamping and maintenance over 25 years</b><br>Assume 7.5 repairs at \$500.00 each if not included                                         | + |  |
| c. | <b>Cost to relamp all luminaires during 25 years</b><br>150 annual usage hours x 25 years / <u>lamp replacement hours</u> x \$125 lamp & labor x # fixtures | + |  |

|    |                                                                                                               |   |  |
|----|---------------------------------------------------------------------------------------------------------------|---|--|
| d. | <b>Extra energy used without base bid automated control system</b><br>\$ Energy consumption in item a. x 15%. | + |  |
|    | <b>TOTAL 25-Year Life Cycle Operating Cost</b>                                                                | = |  |

## 1.6 **WARRANTY AND GUARANTEE**

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

## 1.7 **DELIVERY TIMING**

- A. Equipment On-Site: The equipment must be on-site 4-6 weeks from receipt of approved submittals and receipt of complete order information.

## 1.8 **PRE-BID SUBMITTAL REQUIREMENTS**

- A. Approved Product: Musco's Light-Structure Green™ System is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.
- B. Design Approval: The owner / engineer will review pre-bid shop drawings from the manufacturer's to ensure compliance to the specification. If the design meets the design requirements of the specifications, a letter will be issued to the manufacturer indicating approval for the specific design submitted.

## 1.9 **ALTERNATE SYSTEM REQUIREMENTS**

- A. Compliance to Specifications: Acceptance of a bid alternate does not negate the contractor and lighting manufacturer's responsibility to comply fully with the requirements of these specifications. Any exceptions to the specifications must be clearly stated in the prior approval submittal documents.
- B. Light Level Requirements: Manufacturer shall provide computer models guaranteeing light levels on the field over 25 years. If a constant light level cannot be provided, a maximum Recoverable Light Loss Factor of 0.70 shall be applied to the initial light level design to achieve the following Initial and maintained light levels:

| Area of Lighting  | Average Initial Light Levels | Average Maintained Light Levels | Maximum to Minimum Uniformity Ratio | Grid Points | Grid Spacing |
|-------------------|------------------------------|---------------------------------|-------------------------------------|-------------|--------------|
| Baseball Infield  | 100 footcandles              | 70 footcandles                  | 1.5:1.0                             | 25          | 30' x 30'    |
| Baseball Outfield | 71.4 footcandles             | 50 footcandles                  | 2.0:1.0                             | 96          | 30' x 30'    |

- C. For alternate systems, scans for both initial and maintained light levels shall be submitted. Revised Electrical Distribution: Manufacturer shall provide revised electrical distribution plans to include changes to service entrance, panel, and wire sizing.

## 1.10 **ELECTRICAL SYSTEM REQUIREMENTS**

- A. Contractor Responsibility: The installing contractor shall be responsible for providing the equipment and installation of a complete and operational system commencing from the load side of the service transformer and terminating at the safety disconnect within the electrical enclosure, 10' above grade, on each lighting pole. The electrical contractor shall coordinate the transformer and switchgear locations, as well as identifying the voltage and phase of the service, with the local power company and the Owner's representative before any equipment is installed.
- B. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- C. System Design
  - 1. The electrical system equipment shall consist of:
    - a. Conductors and conduit from the main service transformer to the service entrance panel board.
    - b. The service entrance panel board with appropriate individual circuit over-current protection. The panel board shall meet local and National Electrical Code (NEC) requirements for the size of the service, AIC rating, and the type of the environment to which it will be exposed. All feeder breakers shall be bolt on type.
    - c. Conductors and conduit for the feeder circuit from the service entrance panel board (or from the contactor panel if applicable) to the safety disconnect mounted in the electrical enclosure on each lighting pole 10' above grade.
    - d. Grounding conductors and grounding methods for the following:
      - (1) The main service entrance panel board. (per NEC or local codes)
      - (2) The lighting contactor enclosure. (per NEC or local codes)
      - (3) Each electrical component enclosure mounted on the lighting poles. (Equipment Grounding System) (per NEC or local codes)
      - (4) Lightning Protection for individual poles as follows (per NFPA 780):
        - (a) A 5/8" x 10' copper grounding rod buried vertically in undisturbed earth. The bottom tip of the grounding rod should reach a minimum of 10' below grade.
        - (b) A copper grounding conductor shall be connected to the top of the copper grounding rod and extend and connect to the grounding lug located inside the handhole of the pole approximately 10' above grade. The size of this conductor shall be #2 if the pole is less than 75' in height and #2/0 if the pole is 75' in height or greater.
  - 2. Underground wiring shall be all copper wire and shall be installed in PVC Schedule 40 conduit and shall be buried to a depth meeting the NEC and local electrical codes. Acceptable copper wire types need to comply with any local requirements, but will be labeled either THHN or THWN. If above ground conduit must be used, it shall be rigid galvanized steel. Conduit elbows located at the electrical panel should be rigid conduit, as opposed to PVC.
- D. Trenching or Directional Boring
  - 1. The installing contractor shall be responsible for locating all underground utilities including, but not limited to, natural gas, electric, water, sewer, cable TV and telephone.
  - 2. The owner shall be responsible for locating and staking any underground facilities that are not utility related. Owner accepts responsibility for damage to such facilities that are not properly located or staked.
  - 3. Trenching depth and width shall be adequate to install appropriately sized conduit and to meet local and National Electrical Codes.
  - 4. Trenches shall be back-filled with excavated soil and compacted to approximately the same density of the surrounding soil to minimize settlement.
  - 5. No trench line or feeder circuit shall cross the playing area.

E. Design Standards

1. All circuits shall be designed so as not to exceed a 3% voltage drop at the safety disconnect in the electrical enclosure near the base of each pole.
2. All work shall meet local and National Electrical Codes. It shall be the installing contractors' responsibility to correct any work deemed unacceptable by local electrical inspectors.
3. All electrical components shall be UL Listed for the appropriate application.
4. Each pole shall be on a dedicated circuit. If common poles are to be used, or a pole is to have fixtures on a separate circuit, another dedicated circuit shall be ran to that pole. Consult lighting equipment specifications and lighting manufacturer for special circuitry information.

F. Submittal Information

The successful contractor shall provide an electrical plan/schematic, detailing all of the equipment described above, to the owner prior to commencing work. This electrical plan/schematic shall bear the stamp of an Electrical Engineer with P.E. status within the State of IL.

## **PART 2 – PRODUCT**

### **2.1 LIGHTING SYSTEM CONSTRUCTION**

A. System Description: Lighting system shall consist of the following:

1. Galvanized steel poles and crossarm assembly
2. Pre-stressed concrete base embedded in concrete backfill. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation be located a minimum of 18 inches above final grade. Anchor bolt foundation concrete must cure for a minimum of 28 days before the pole stress is applied.
3. All luminaires shall be constructed with a die-cast aluminum housing to protect the luminaire reflector system.
4. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
6. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system, constructed of NEMA Type 4 aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided.

G. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

H. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.

I. Lightning Protection: All structures shall be equipped with lightning protection meeting NFPA 780 standards. Contractor shall install ground rod per section 1.10 D. e.

- J. Safety: All system components shall be UL Listed for the appropriate application.

## **2.2 STRUCTURAL PARAMETERS**

- A. Support Structure Wind Load Strength: Poles and other support structures, brackets, arms, bases, anchorages and foundations shall be determined based on the 2006 edition of the IBC Building Code, wind speed of 90 MPH, exposure category C and an importance factor of 1.0. Luminaire, visor, and crossarm shall withstand 150 mph winds and maintain luminaire aiming alignment.
- B. Structural Design: The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals 1994.
- C. Soil Conditions: The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2006 IBC, Table 1804.2.
- D. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

## **PART 3 – EXECUTION**

### **3.1 CONTRACTOR'S DUTIES**

All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings. Any deviations from the specifications or plans must be approved in writing by the owner or his representative.

- A. Initial site inspection: The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any change deemed necessary before acceptance by the owner.
- B. Insurance Requirements:
  - 1. Contractor's and Subcontractor's Insurance: The contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the contract allow any subcontractor to commence work on his sub-contract until the insurance required of the subcontract has been so obtained and approved.
  - 2. Workman's Compensation Insurance: The contractor shall procure and shall maintain during the life of the contract, Workman's Compensation Insurance and Death Liability Insurance for all of the employees engaged in work on the project under the contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance and Death Liability Insurance for all of the latter's employees engaged in such work unless such employees engaged in hazardous work on the project under his contract are not protected under Workman's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees not otherwise protected.
  - 3. Contractor's Public Liability and Property Damage Insurance: The contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$1,00,000 for injuries, including accidental death to any one person and subject to

the same limit for each person in an amount not less than \$1,000,000 on account of one accident, the Contractor's Property Damage Insurance in an amount not less than \$1,000,000 each occurrence and aggregate.

4. Subcontractor's Public Liability and Property Damage Insurance: The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in subparagraph 3 hereof in the amount specified.
  5. Automobile Public and Property Damage Insurance: The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Automobile Public Liability Insurance in an amount not less than \$500,000 single limit for injuries per person and \$1,000,000 per accident including accidental death and property damage. Insurance for automobiles shall include: the contractor's owned automobiles and trucks, hired automobiles and trucks, and automobiles and trucks not owned by the contractor.
- C. Bonding: The bid will be accompanied by a bid bond with surety satisfactory to the City, a certified check, Cashiers check, or bank money order on a solvent bank in the amount of not less than ten percent (10%) of the total amount of the bid; the bond, check or bank money order will be made payable to the City of Elgin, Illinois. The successful contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract, and a labor and material payment bond in an amount of one hundred percent (100%), or in the penal sum not greater than that prescribed by state, territory, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bonds shall be written by a surety licensed to do business in the locale in which the work is being performed and shall be satisfactory to the owner.

The successful contractor shall, upon completion of the project, protect the owner against defective materials or faulty workmanship for a period of two (2) years. The contractor, at the owner's request, shall furnish a maintenance bond for the above outlined maintenance term. This bond shall be in an amount not to exceed one hundred percent (100%) of the contract price.

- D. Codes, Permits and Licenses: All work shall comply with the applicable rules of the National Electrical Code, the National Electrical Safety Code, the National Fire Codes, (published by the National Fire Protection Association), state and local codes and ordinances, and the terms and conditions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or pro-visions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of a certificate of approval.

In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and the specifications.

### **3.2 MATERIALS**

- A. Approved Materials: All materials supplied by the contractor under the provisions of these specifications and plans shall be new materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the owner. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

- B. Alternate Materials: The materials specified have been determined to have characteristics appropriate for the purposes of this project. Alternate materials will only be considered as a substitute bid on a separate substitution sheet. No bid will be approved which proposes to use a non-approved substitute. Substitutions will not be considered in determining the lowest responsive bid. The owner reserves the right to reject any or all bids.

### **3.3 SITE ACCESS**

- A. Contractor Access: For the performance of the contract, the contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by the owner or his representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Excavated and waste materials shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the owners.

Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the owner.

- B. Owner's Access: The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.
- C. The ball field shall remain in playable condition during the construction process.

### **3.4 REPLACEMENT OF DAMAGED PROPERTY**

The contractor shall replace all property damaged by him including fences, trees, plants, grass, walks, drives, building surfaces, etc.

### **3.5 INSTALLATION**

- A. Manufacturer's Instructions: Written instructions for the installation of the sports lighting equipment shall be provided by the manufacturer. The contractor shall review the instructions prior to beginning installation and review any areas of concern with the manufacturer.
- B. Manufacturer Representative: A qualified representative from the sports lighting manufacturer shall be available to provide installation guidance if required by the contractor.
- C. Handling of Equipment: The lighting equipment shall be handled in an appropriate manner to ensure safe installation and prevent damage to the equipment. Repair or replacement of damaged component shall be the responsibility of the installing contractor.
- D. Rigging: Use the appropriated rated web fabric slings to lift components into position. Chains or cables shall not be allowed due to potential failure and damage to components.
- E. Completion Time: All construction, after Notice to Proceed, is to be completed within 60 calendar days. A charge of \$50.00 per day for liquidated damages to the owner will be charged if all construction is not completed within the specified period. The contractor will be required to commence work within ten (10) calendar days after the owner issues a Notice to Proceed and shall be present at the job site during normal working hours and shall proceed to completion with due diligence.

- F. Clean-up: Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the owner.
- G. Demolition and Disposal: Contractor is responsible for the demolition and disposal of existing light structures.

### **3.6 FIELD QUALITY CONTROL**

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.
- B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, and maximum kilowatt consumptions are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:
  - 1. Manufacturer shall at his expense provide and install any necessary additional fixtures to meet the minimum lighting standards. The Manufacturer shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
  - 2. Manufacturer shall minimize the Owner's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing the Owner the amount of \$1,000.00 (one thousand dollars) for each additional fixture required.
  - 3. Manufacturer shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.

## SUBMITTAL INFORMATION

### Design Submittal Data Checklist and Certification

*All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements*

| Included | Tab      | Item                          | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------|----------|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>A</b> | Letter/ Checklist             | Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          | <b>B</b> | On Field Lighting Design      | Lighting design drawing(s) showing:<br>a. Field Name, date, file number, prepared by, and other pertinent data<br>b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), or homeplate for baseball/softball fields. Illuminance levels at grid spacing specified<br>c. Pole height, number of fixtures per pole, as well as luminaire information including wattage, lumens and optics<br>d. Height of meter above field surface<br>e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor.<br>f. Alternate manufacturers shall provide both initial and maintained light scans using a maximum 0.70 Light Loss Factor to calculate maintained values. |
|          | <b>C</b> | Off Field Lighting Design     | Lighting design drawings showing spill light levels in footcandles as specified in section 1.4 A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|          | <b>D</b> | Life Cycle Cost calculation   | Document life cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires, maintenance cost for the system including spot lamp replacement, and group relamping costs. All costs should be based on 25 Years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|          | <b>E</b> | Luminaire Aiming Summary      | Document showing each luminaire's aiming angle and the poles on which the luminaires are mounted. Each aiming point shall identify the type of luminaire.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|          | <b>F</b> | Structural Calculations       | Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of IL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|          | <b>G</b> | Control and Monitoring        | Manufacturer shall provide written definition and schematics for automated control system to include monitoring. They will also provide examples of system reporting and access for numbers for personal contact to operate the system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|          | <b>H</b> | Electrical distribution plans | If bidding an alternate system, manufacturer must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of IL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|          | <b>I</b> | Performance Guarantee         | Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed per specification for 25 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|          | <b>J</b> | Warranty                      | Provide written warranty information including all terms and conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|          | <b>K</b> | Project References            | Manufacturer to provide a list of project references of similar products completed within the past three years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|          | <b>L</b> | Product Information           | Complete set of product brochures for all components, including a complete parts list and UL Listings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|          | <b>M</b> | Non-Compliance                | Manufacturer shall list all items that do not comply with the specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|          | <b>N</b> | Compliance                    | Manufacturer shall sign off that all requirements of the specifications have been met at that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in item N – Non-Compliance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**Manufacturer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## INSURANCE REQUIREMENTS

Each policy must list the City as an additional insured. The Contractor and all Subcontractors waive subrogation rights against the City for all losses. Such insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Elgin. There shall be no endorsement or modification of such insurance to make it excess over other available insurance, and alternatively, if the insurance states that it is excess or pro rata, it shall be endorsed to be primary with respect to the City of Elgin.

The insurance required shall include all major division of coverage and shall be on a comprehensive general basis including Premise and Operations (including X-C-U), Products and Completed Operations, and Owned, Non-owned, Leased, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

|                                                                |                      |                           |
|----------------------------------------------------------------|----------------------|---------------------------|
| Commercial Liability                                           |                      |                           |
| General Aggregate                                              |                      | \$2 Million               |
| Products Completed Operations Aggregate                        |                      | \$1 Million               |
| Personal Injury and Advertising Limit                          |                      | \$1 Million               |
| Each Occurrence                                                |                      | \$1 Million               |
| Automotive-for all owned, non-owned, hired and leased vehicles |                      |                           |
| Combined single limit                                          |                      | \$1 Million               |
| or                                                             |                      |                           |
| Bodily injury- each person                                     |                      | \$500,000                 |
| each accident                                                  |                      | \$1 Million               |
| Property damage-each occurrence                                |                      | \$1 Million               |
| Umbrella                                                       |                      |                           |
| Combined single limit                                          |                      | \$2 Million               |
| General aggregate                                              |                      | \$2 Million               |
| Worker's Compensation                                          |                      |                           |
|                                                                | Statutory            | \$1 Million               |
|                                                                | Employer's Liability | \$100,000                 |
| Builder's Risk                                                 |                      | <u>\$ contract amount</u> |

The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the City as an additional insured. Evidence of such excess liability shall be delivered to the City in the same form and manner as the required insurance policies.

The City reserves the right, at its sole discretion, to amend the insurance requirements contained herein.

All insurance shall be written on an occurrence basis, unless the City approves in writing coverage on a claims-made basis. Coverages whether written on an occurrence or a claims-made basis shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

Certificates of Insurance acceptable to the City and confirming the insurance coverage required herein are attached to the Contract. The City shall have no obligation to execute the Contract and may award the Contract to the next lowest responsible and responsive bidder, if such insurance certificates have not been provided to the City within five (5) business days after presentation of the Contract to the Contractor for execution.

The Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending limits of coverage.

This report is required by the City of Elgin and must be submitted before the contract can be awarded.

Chapter 3.12.1000 Affirmative Action - City Contracts

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|-------------------------------|-------|------------------|-------------|----------------------|
| Signature of Company Official | Title | Telephone Number | Date Signed | Page ____<br>of ____ |
|-------------------------------|-------|------------------|-------------|----------------------|

- NOTE:** In the event that a contractor or vendor, etc., fails to comply with the fair employment and affirmative action provisions of the City of Elgin, the City amongst other actions may cancel, terminate, or suspend the contract in whole or in part.



## City of Elgin, Illinois Certification Requirements

Please submit all required forms and documentation, fully completed and signed, with your proposal. **No proposal will be accepted without this information.**

1. To assure compliance with the City of Elgin's Affirmative Action Ordinance, all contractors and vendors. Herein referred to as "bidders", are requested to submit the following information:
  1. Workforce analysis using the enclosed Bidder's Employee Utilization Form.
  2. Provide the information required by Item #3 on the Employee Utilization Form if the answer to Question # 2 on the form is "Yes".
  3. Provide a written commitment outlining the steps that the bidder plans to take in the area of recruitment and promotion of minorities and females to assure equal employment opportunity. (A copy of the bidder's affirmative action plan may be submitted in lieu of this requirement.)
2. To assure compliance with the City of Elgin's Sexual Harassment Ordinance, all bidders must submit a signed sexual harassment form enclosed with the Invitation to Bid.
3. The undersigned certifies that the offerer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting the tax.
4. The undersigned certifies that the offerer is not barred from offering on this solicitation as a result of a conviction for the violation of State law prohibiting bid-rigging or bid-rotating.
5. The successful bidder agrees that upon acceptance by the City of Elgin, the executed Invitation to Bid along with all instructions, conditions, and specifications attached thereto constitute a binding contract which may be enforced by the city.

**Signature / Title**  
**Company Name**  
**Address**

**Phone Number**  
**FEIN No.**

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## City of Elgin, Illinois Equal Employment Written Commitment Guideline

The written commitment required in Item #4 of the Bidder's Employee Utilization Form shall:

1. Set out the name and phone number of the bidder's Equal Employment Officer.
2. Clearly identify the bidder's recruitment area and the percentage of minorities and females in the area's population and labor force.
3. Set out what the bidder has done and has set as a goal to ensure the recruitment of minority and female employees.
4. Set out the bidder's specific goals to recruit minorities and females for training programs or other similar opportunities available through the bidder's organization.
5. Indicate bidder's consent to submit to the City of Elgin, upon request, statistical data concerning its employee composition and recruitment efforts anytime during the term of the contract.
6. Show bidder's consent to distribute copies of the written commitment to all persons who participate in recruitment, screening, referral, and selection and hiring of job applicants for the bidder.
7. Clearly show that the bidder shall require all subcontractors, if any, to submit a written commitment complying with the above requirements of their affirmative action plan to the City of Elgin.
8. Clearly state the bidder agrees that:  
"Bidder (company name) shall not discriminate against any employee or applicant on the basis of race, color, religion, sex, national origin, age, place of birth, ancestry, martial status, or disability (physical or mental) which will not interfere with the performance of the job in question."

### Description of Groups for Classification Purposes

**White:** all persons having origins in Europe, North America, or the Middle East

**Black:** all persons having origins in any of the Black racial groups of Africa

**Hispanic:** all persons of Mexican, Puerto Rican, Cuban, Central South American, or other Spanish culture or origin, regardless of race

**Asian American:** all persons having origins in the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands

**American Indian:** all persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition



## City of Elgin, Illinois Sexual Harassment - - Policies and Programs

Effective July 1, 1993, every party to any contract with the City of Elgin and every eligible bidder is required to have written sexual harassment policies that include, at a minimum, the following information:

- the illegality of sexual harassment
- the definition of sexual harassment under state law
- a description of sexual harassment, utilizing examples
- a vendor's internal complaint process including penalties
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission
- directions on how to contract the department and commission
- protection against retaliation as provided by Section 6-101 of the Human Rights Act

**I hereby affirm that the organization which I represent has in place sexual harassment policies which include the required information set fourth above, and I hereby agree to furnish the City of Elgin - Human Resources Department with a copy of these policies if they so request.**

Signature/Title \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

Sexual harassment is defined as follows:

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any questions by contracting parties or eligible bidders concerning compliance with these requirements should be directed to the City of Elgin - Human Resources Department at (847) 931-5618.

**I hereby agree to fully indemnify and hold the City of Elgin harmless from any and all liability, loss or damage including costs of defense or claim, demands, costs of judgement against it arising from any sexual harassment complaint resulting from the act of any member of my organization in the performance of this contract.**

Signature/Title \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

**CITY OF ELGIN, ILLINOIS**  
**TAX/COLLUSION/DEBARMENT/PREVAILING WAGE/LEGAL STATUS OF EMPLOYEES AFFIDAVIT**

State of \_\_\_\_\_ ss.

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, hereby deposes and states:

(1) That s/he is the \_\_\_\_\_ of the party making the foregoing bid.

(2) That the bidder is not barred from contracting with any unit of local government for any reason, including but not limited to debarment as a result of a violation of 720 Illinois Compiled Statutes, Section 5/33E-3 or 5/33E-4, as amended.

(3) That no collusion or agreement among other bidders or prospective bidders to bid a fixed price or otherwise restrain competition by agreement has taken place.

(4) That the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting any such tax.

(5) That the bidder hereby certifies: [check all that apply]

- \_\_\_\_\_ bidder has not received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*)
- \_\_\_\_\_ in the event any such notice has been received by bidder, a copy of any such notice is attached hereto.
- \_\_\_\_\_ in the event that bidder has received such a notice, any documentation demonstrating the resolution of any such notice is attached hereto.
- \_\_\_\_\_ for each such notice received by bidder, the matter has been resolved as follows:  
\_\_\_\_\_  
\_\_\_\_\_

(6) That the bidder hereby certifies that it shall comply with the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

(7) That the bidder hereby certifies, represents and warrants that all of bidder's employees and/or agents who will be providing products and/or services with respect to the subject bid and contract are and shall

be legal residents of the United States, are and shall be legally authorized to perform any such applicable work and/or services.

(8) As a condition of this agreement, \_\_\_\_\_ shall have in place a written substance abuse prevention program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Project Act at 820 ILCS 265/1, et seq., as amended. A copy of such policy shall be provided to the City's Purchasing Director prior to the entry into and execution of this agreement.

Signature of Bidder, if an individual:

\_\_\_\_\_

Signature of Bidder, if a partnership:

\_\_\_\_\_

Partner (indicate General or Limited)

Signature of Bidder, if a corporation:

Subscribed and sworn to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_  
My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Signature of Bidder, if a limited liability company:

\_\_\_\_\_  
Member or Manager

RESOLUTION  
ESTABLISHING PREVAILING WAGE RATES ON PUBLIC WORKS CONTRACTS

WHEREAS, 820 ILCS 130/0.01 et seq. entitled "AN ACT regulating wages of laborers, mechanics, and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works." requires that any public body awarding any contract for public work, or otherwise undertaking any public works as defined herein, shall ascertain the general prevailing hourly rate of wages for employees engaged in such work; and

WHEREAS, said Act further provides that if the public body desires that the Department of Labor ascertain the prevailing rate of wages, it shall notify the Department of Labor to ascertain the general prevailing wage rate; and

WHEREAS, at the request of the City of Elgin the Department of Labor has determined the prevailing rate of wages for construction work in Cook and Kane Counties in the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, ILLINOIS, that the determination of the prevailing wages as made by the Department of Labor, copies of which are attached hereto and made a part hereof by reference, are adopted by the City of Elgin.

BE IT FURTHER RESOLVED that all contracts for public work of the City of Elgin shall include a stipulation to the effect that not less than the prevailing rate of wages as found by the Department of Labor shall be paid to all laborers, workers and mechanics performing work under the contract.

BE IT FURTHER RESOLVED that all contract bonds for public works shall include a provision to guarantee the faithful performance of the prevailing wage clause as provided by contract.

BE IT FURTHER RESOLVED that a copy of the prevailing wage rate as established by the Department of Labor shall be publicly posted and kept available for inspection by any interested party.

BE IT FURTHER RESOLVED that nothing herein contained shall be construed to apply to the prevailing hourly rate of wages in the locality for employment other than public works construction as defined in the Act, and that the City Clerk be and is hereby authorized to file a certified copy of this resolution with the Secretary of State Index Division and the Department of Labor of the State of Illinois.

s/ Ed Schock  
Ed Schock, Mayor

Presented: June 25, 2008  
Adopted: June 25, 2008  
Omnibus Vote: Yeas: 7 Nays: 0

Attest:

s/ Diane Robertson  
Diane Robertson, City Clerk

**CITY OF ELGIN  
AGREEMENT FOR**

Bid Number: 09-003 for: Wing Park Ball Field Lighting

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the City of Elgin ("the CITY"), a municipal corporation organized and existing under the laws of the State of Illinois, and \_\_\_\_\_, incorporated in the state of \_\_\_\_\_ and having a principal place of business at \_\_\_\_\_ ("the CONTRACTOR").

**ARTICLE I. DEFINITION.** "THIS CONTRACT" as used herein shall mean this Agreement, the Invitation for Bids (IFB) including all documents referenced therein and the Contractor's bid response (bid) thereto incorporated by reference herein and made a part hereof. The CONTRACTOR agrees to provide the goods and/or services all in accordance with the IFB and CONTRACTOR'S Bid. In the event there is a conflict between this Agreement and the bid documents, the bid documents shall supersede this Agreement.

**ARTICLE II. DURATION.** The CONTRACTOR shall commence the performance of THIS CONTRACT upon receipt of a fully executed contract. The project will be completed with \_\_\_\_ actual work days; approximately \_\_\_\_ calendar days from and including official award date taking into consideration delays due to inclement weather.

**ARTICLE III. TERMINATION.** The following shall constitute events of default under THIS CONTRACT: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, but not limited to, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR's reasonable control, (ii) failure to perform THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to perform THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) failure to comply with a material term of THIS CONTRACT, including, but not limited to the Affirmative Action requirements, and (vi) any other acts specifically and expressly stated in THIS CONTRACT as constituting a basis for termination for cause. The CITY may terminate THIS CONTRACT for its convenience upon fourteen (14) days prior written notice.

**ARTICLE IV. DAMAGES.** From any sums due to the CONTRACTOR for services, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Director, incurred by the CITY as a consequence of procuring services as a result of any failure, omission or mistake of the CONTRACTOR in providing services as provided in THIS CONTRACT.

**ARTICLE V. GOVERNING LAWS AND ORDINANCES.** This CONTRACT is made subject to all the laws of the State of Illinois and the ordinances of the CITY and if any such clause herein does not conform to such laws or ordinances, such clause shall be void (the remainder of the contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

**ARTICLE VI. AFFIRMATIVE ACTION.** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or physical handicap which would not interfere with the efficient performance of the job in question. The CONTRACTOR will take affirmative action to comply with the provisions of Elgin Municipal Code Section 3.12.100 and will require any subcontractor to submit to the CITY a written commitment to comply with those provisions. The CONTRACTOR will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective subcontractors. The CONTRACTOR agrees that the provisions of Chapter 3.12 of the Elgin Municipal Code, 1976, is hereby incorporated by reference, as if set out verbatim.

**ARTICLE VII. ASSIGNABILITY.** The CONTRACTOR shall not assign, sell or transfer any interest in THIS CONTRACT without prior written consent of the CITY.

**ARTICLE VIII. AMENDMENTS.** There shall be no modification of the CONTRACT, except in writing and executed with the same formalities of the original.

**ARTICLE IX. NOTICES.** Any notice given under this CONTRACT shall be in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. mail, certified or registered, return receipt requested, addressed, if to CONTRACTOR, at the address set forth above to the attention of the project manager or undersigned representative, and if to the City, to the attention of the City Manager, 150 Dexter Court, Elgin, IL 60120 or to such other address and/or authorized representatives as either party shall designate in writing to the other in the manner herein provided.

**ARTICLE X. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless the City, its officers, employees, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or any and all other relief or liability arising out of or resulting from or through or alleged to arise out of any acts or negligent acts or omissions of Contractor or Contractor's officers, employees, agents or subcontractors in the performance of this agreement, including but not limited to, all goods delivered or services or work performed hereunder. In the event of any action against the City, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the City's choosing.

**ARTICLE XI. PUBLICITY.** The CONTRACTOR may not use, in any form or medium, the name of the City of Elgin for public advertising unless prior written permission is granted by the CITY.

**ARTICLE XII. APPROPRIATIONS.** The fiscal year of the CITY is the 12 month period ending December 31. The obligations of the CITY under any contract for any fiscal year are subject to and contingent upon the appropriation of funds sufficient to discharge the obligations which accrue in that fiscal year and authorization to spend such funds for the purposes of the contract.

If, for any fiscal year during the term of the CONTRACT, sufficient funds for the discharge of the CITY'S obligations under the contract are not appropriated and authorized, then the CONTRACT shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to the CITY for damages, penalties or other charges on account of such termination.

**ARTICLE XIII. PREVAILING WAGE.** This contract is considered a Public Works construction and is subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12)

**ARTICLE XIV. ENTIRE AGREEMENT.** This CONTRACT embodies the whole agreement of the parties. There shall be no promises, terms, conditions or obligations other than those contained therein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

**ARTICLE XV. COMPLIANCE WITH LAWS.** Compliance with Laws. Notwithstanding any other provision of this CONTRACT it is expressly agreed and understood that in connection with the performance of this CONTRACT that the CONTRACTOR shall comply with all applicable Federal, State, City and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, CONTRACTOR hereby certifies, represents and warrants to the CITY that all CONTRACTOR'S employees and/or agents who will be providing products and/or services with respect to this CONTRACT shall be legal residents of the United States. CONTRACTOR shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this CONTRACT. The CITY shall have the right to audit any records in the possession or control of the CONTRACTOR to determine CONTRACTOR'S compliance with the provisions of this section. In the event the CITY proceeds with such an audit the CONTRACTOR shall make available to the CITY the CONTRACTOR'S relevant records at no cost to the CITY.

The person signing THIS CONTRACT certifies that s/he has been authorized by the CONTRACTOR to commit the CONTRACTOR to a contractual obligation and has been authorized to execute THIS CONTRACT on its behalf.

IN WITNESS WHEREOF the parties have hereto set their hands the day and year first above written.

CONTRACTOR

CITY OF ELGIN

\_\_\_\_\_  
Olufemi Folarin  
City Manager

FEIN NO. \_\_\_\_\_