

BID DOCUMENTS

and

PROJECT SPECIFICATIONS

**CASEYVILLE TOWNSHIP:
HUNTERS LANDING-LONG BRANCH LN. OVERLAY
PROJECT**

CASEYVILLE TOWNSHIP, ILLINOIS

July 9, 2021

SHERBUT-CARSON-CLAXTON, LLC
4 Meadow Heights Professional Park
Collinsville, Illinois 62234
618-345-5454
info@sherbutpc.com
Job No. 3227-1

PART 1 - LEGAL AND PROCEDURAL DOCUMENTS

SECTION 1.1: NOTICE TO CONTRACTORS AND INSTRUCTIONS TO BIDDERS

Caseyville Township, Illinois, will receive separate, sealed bids for the construction of “**Caseyville Township: Hunters Landing-Long Branch Ln. Pavement Overlay Project,**” at the office of the Caseyville Township Clerk at the Caseyville Township Building 10001 Bunkum Road Fairview Heights, IL 62208.

BIDDERS MUST BE I.D.O.T. PRE-QUALIFIED.

The proposed work consists of approximately 2,250 linear feet of road re-surfacing with a HMA leveling binder and a 2-inch HMA surface course, butt joints, and incidentals. The work is to be completed within the 2021 paving season.

A Project Labor Agreement including prevailing wages will be required.

The sealed bids must be delivered to the Township Clerk before 4:30 P.M., August 12th, 2021 during regular business hours. All bids will be publicly opened and read aloud at 7:00 P.M., August 12th, 2021 at the Caseyville Township Building. Each BID must be submitted in a sealed envelope, addressed to the Caseyville Township Clerk at 10001 Bunkum Road Fairview Heights, IL 62208. Each sealed envelope containing a BID must be plainly marked on the outside as “**BID for Caseyville Township: Hunters Landing-Long Branch Ln. Pavement Overlay Project,**” and the envelope must bear on the outside the name of the BIDDER, his address, and his **I.D.O.T. prequalification number**. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the TOWNSHIP.

All proposals must be made on forms furnished by the Township, and the entire set of documents submitted intact. All blank spaces for BID prices must be filled in ink or typewritten, and the BID form must be fully completed and executed when submitted. Submittals not including the entire set of bid documents intact may be considered non-responsive and rejected.

Bidding documents may be obtained at the office of Caseyville Township, 10001 Bunkum Road, Fairview Heights, Illinois 62208 or at the Caseyville Township website:
<http://caseyvilletwp.org>.

This is a unit price contract with a guaranteed completion date of November 5th, 2021.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No bidder may withdraw his bid for a period of thirty (30) days after the actual date to the opening thereof.

Award will be made to the low, responsive, and responsible BIDDER. Caseyville Township reserves the right not to open a sole bid, to reject any or all bids, to waive any informalities or technicalities in the bidding, and to determine which is the lowest, responsive, and most responsible bid for the work. A conditional or qualified BID will not be accepted.

1.1a. EXAMINATION OF PLANS, SPECIFICATIONS AND SITES: Bidders shall inform themselves thoroughly as to all the difficulties that may be encountered in the complete execution of all the work under the attached contract. No pleas of ignorance of conditions that exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all of the requirements of said contract, specifications and drawings, or will be accepted as a basis for any claims whatsoever for additional compensation. Upon request, all available information in the possession of the Township will be shown to bidders, but the correctness of any such information is not guaranteed by the Township.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the TOWNSHIP or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

1.1b. DELIVERY OF PROPOSALS: Proposals shall be delivered prior to the time and at the place indicated in Section 1.1. Each proposal shall be placed in a sealed envelope plainly marked to indicate its contents. Only sealed proposals will be accepted.

1.1c. PERFORMANCE AND PAYMENT BONDS: A performance BOND and a payment BOND, each in the amount of 110 percent of the CONTRACT PRICE, with a corporate surety approved by the TOWNSHIP, will be required for the faithful performance of the contract. The payment bond will continue in force until such time as final acceptance is made in writing by the Township. The performance bond shall protect the Township from damages or unacceptable product in regard to the work performed on this project and have a two year guaranty period following written acceptance by the Township

1.1d. COMPLIANCE WITH OTHER REGULATIONS: The Contractor shall be held solely responsible for compliance with other applicable City, County, State and Federal laws and regulations not specifically referenced within these documents. The Contractor is solely responsible for the safety of his employees in their work performance and of the worksite.

1.1e. STATEMENT OF REFERENCE: All prospective bidders submitting proposals to the Township shall submit a separate list of references of clients for whom similar type of work has been performed within the last five (2) years, including contact person(s) and phone numbers therefore.

1.1f. LIST OF SUBCONTRACTORS: All prospective bidders submitting proposals to the Township shall submit a separate list of SUBCONTRACTORS who will work on this project. Caseyville Township reserves the right to reject individual subcontractors. Any change to the list of subcontractors after the date of the bid opening must be approved by the Township in writing. The Contractor shall be ultimately responsible to ensure that the work done by any subcontractor is performed satisfactorily.

1.1g. COMPLIANCE WITH PREVAILING WAGE RATES AND PROJECT LABOR

AGREEMENT: The successful bidder shall be required to pay not less than the prevailing rates of wages as determined in accordance with the Illinois Prevailing Wage Law to all laborers, craftsmen, journeymen, and other workers employed in the work necessitated by the fulfillment of this contract.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Act regulating wages in Illinois (ILL. Rev. Stat. CH. 48, Sects 39s-1-12) and the Illinois Preference Act (IL. Rev. Stat. Ch. 48, Sects 2201-2207).

1.1h. BID BOND: Each BID must be accompanied by a BID bond made payable to the TOWNSHIP for ten (10) percent of the total amount of the BID as a guarantee that in case he is awarded the bid, the bidder will, within ten (10) days of the award, sign the contract and furnish a satisfactory performance-payment bond or upon failure to do so, the deposit will be forfeited, or the bond liable, not as penalty, but as liquidated damages to the TOWNSHIP. Within 30 days of the date upon which the bids are opened, the TOWNSHIP will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND. Bidders warrant that their bid shall be held good and applicable for a period of 60 days from the date of opening.

1.1i. NOTICE OF AWARD: The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary agreement and BOND terms. In case of failure of the BIDDER to execute the Agreement, the TOWNSHIP may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the TOWNSHIP.

1.1j. EXECUTION OF AGREEMENT: The TOWNSHIP within fourteen (14) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the TOWNSHIP not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the TOWNSHIP.

1.1k. NOTICE TO PROCEED: The NOTICE TO PROCEED shall be issued within fourteen (14) days of the execution of the Agreement by the TOWNSHIP. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the TOWNSHIP and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the fourteen (14) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

SECTION 1.2: PROPOSAL

Submitted by: _____

Name

Address

FOR THE PROJECT TITLED:

“Caseyville Township: Hunters Landing-Long Branch Ln. Pavement Overlay Project”

TO: The Township Supervisor and Board of Trustees of Caseyville Township, Illinois

Gentlemen:

In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein and that the proposal is made without collusion with any other person, firm or corporation.

The undersigned understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, labor and other means of construction; and to do all of the work and furnish all of the materials specified in the contract in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

The undersigned submits herewith his Schedule of Prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices or lump sum prices for which he proposes to perform each item of work; and that the extensions and totals must be shown or be subject to possible rejection for irregularities.

It shall be understood by the Contractor that he has submitted accurate unit and item prices on his bid for the associated work and that the Township reserves the right to delete portions of this contract with the associated cost based on bid items and without any adjustment in price for remaining items of work.

I agree to complete the work under this proposal not later than November 5th 2021 unless additional time is granted by Caseyville Township, Illinois.

Signature of Bidder: _____

(Individual or Corporate Name)

BY: _____ TITLE: _____

ADDRESS: _____

PHONE: _____

SCHEDULE OF PRICES

FOR: “Caseyville Township: Hunters Landing-Long Branch Ln. Pavement Overlay Project”

Code No.	ITEM	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
40600635	LEVELING BINDER (MACHINE METHOD), N70	230 Ton		
40603315	HOT MIX ASPHALT SURFACE COURSE, MIX "C" N70	900 Ton		
40600982	HOT-MIX ASPHALT SURFACE REMOVAL BUTT JOINT	33 sq.yd		
70100460	TRAFFIC CONTROL & PROTECTION STANDARD 701306	1 Lump Sum		
X0326440	SURFACE REMOVAL, VARIABLE DEPTH (SPECIAL): OIL & CHIP PAVEMENT	4,030 sq.yd		
Total:				

SECTION 1.3: CONTRACT

1.3a. THIS CONTRACT entered _____, 20 _____, between CASEYVILLE TOWNSHIP, ILLINOIS (Township) and _____ (Contractor) WITNESSETH:

1.3b. In consideration of the mutual agreements herein contained, the parties agree as follows:

- A. The Contractor agrees to furnish all of the labor, material, tools, equipment, freight, apparatus, and other items necessary to perform the work according to the plans and specifications for this project, and to comply with all of the conditions and agreements.
- B. The Township agrees to pay the Contractor for his performance according to the terms of Sections 2.6d and 2.6e herein.
- C. All exhibits attached hereto are made a part hereof by reference, which include all of the items incorporated by reference and items listed in the Contents page of the Specifications, Proposal and Contract Documents, as well as the plans for the project titled: **“Caseyville Township: Hunters Landing-Long Branch Ln. Pavement Overlay Project”**
- D. The date for completion of this project is November 5th, 2021.

IN WITNESS WHEREOF, the parties have signed this Contract _____, 20 _____.

CASEYVILLE TOWNSHIP, ILLINOIS (Township)

BY _____(Twp. Hwy. Commissioner)

ATTEST: _____(Township Clerk)

IF CORPORATION: (_____) (Contractor)

(
(BY _____(President)

(
(ATTEST _____(Secretary)

IF PARTNERSHIP: (_____) (Contractor)

(
(_____) (Contractor)

(Partners doing business under the firm name of:

(_____

IF INDIVIDUAL: (_____) (Contractor)

SECTION 1.4: FORM OF CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called
(Corporation, Partnership or Individual)

Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Caseyville Township
(Name)

10001 Bunkum Road, Fairview Heights, IL 62208
(Address)

hereinafter called TOWNSHIP, in the penal sum of _____
_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the TOWNSHIP, dated the ___ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

“Caseyville Township: Hunters Landing-Long Branch Ln. Pavement Overlay Project”

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the TOWNSHIP, with or without notice to the Surety and during the two year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the TOWNSHIP from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the TOWNSHIP all outlay and expense which the TOWNSHIP may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the TOWNSHIP and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

(Principal)

(Principal) Secretary By _____

(SEAL)

(Witness as to Principal) _____
(Address)

(Address) _____

(Surety)

ATTEST:

(Surety Secretary)

(SEAL)

(Witness as to Surety) By _____
(Attorney-in-fact)

(Address) _____
(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

SECTION 1.5: FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Caseyville Township
(Name)

10001 Bunkum Road, Fairview Heights, IL 62208
(Address)

hereinafter called TOWNSHIP, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum sell and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the TOWNSHIP, dated the ____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

“Caseyville Township: Hunters Landing-Long Branch Ln. Pavement Overlay Project”

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the TOWNSHIP and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

(Principal)

(Principal) Secretary By _____

(SEAL) _____
(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

(Witness as to Surety) By _____
(Attorney-in-fact)

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PART 2 - GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1: DEFINITIONS

2.1a. **CONTRACT DOCUMENTS:** The contract comprises the following documents:

Part 1 - Legal and Procedural Documents

- (a) Notice to Contractors and Instructions to Bidders
- (b) Proposal (Including Schedule of Prices)
- (c) Contract
- (d) Contract Bond

Part 2 - General Conditions of the Contract

Part 3 - Special Provisions

Part 4 - Additional Exhibits/Attachments

2.1b. **ACT OF GOD:** Act of God means earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

SECTION 2.2: TOWNSHIP HIGHWAY COMMISSIONER - CONTRACTOR RELATIONS

2.2a. **TOWNSHIP HIGHWAY COMMISSIONER RESPONSIBILITY AND AUTHORITY:** The Contractor is responsible for the direction and control of the work forces, pursuit of the work and proper completion and functioning of the project. The Township's Highway Commissioner, or his designee, shall have authority to communicate his opinions concerning proper procedures to assure a final work product in compliance with the plans and specifications, to the Contractor's general supervisor, who shall consider such opinion, given the fact that the Township Highway Commissioner, or his designee, shall have the power to decide any and all questions which may arise as to the quality and acceptability of the material furnished, work performed, rate of progress of the work, interpretation of the plans, drawings and specifications and all questions relating to the acceptability of the final product as being in compliance with the plans and specifications.

2.2b. **TOWNSHIP HIGHWAY COMMISSIONER DECISIONS:** All claims of the Contractor, including requests for change orders, whether by addition to or subtraction from the Contract and/or payments thereunder, shall be presented to the Township Highway Commissioner, or designee, who shall render a decision in writing within a reasonable time. No such decision shall have any effect unless it be in writing and signed by the Township Highway Commissioner, or designee.

2.2c. **SUSPENSION/DELETION OF WORK:** The Township Highway Commissioner, or designee, shall have the authority to suspend or delete the work, wholly or in part, for such periods or completely as he may deem necessary. The Contractor shall not suspend operations without the Township Highway Commissioner, or designee's, permission.

2.2d. INSPECTION OF WORK: All materials and each part or detail of the work shall be subject at all times to inspection by the Township Highway Commissioner, or designee, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these specifications is subject to such inspection. The Township Highway Commissioner, or designee, shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

2.2e. EXAMINATION OF COMPLETED WORK: All completed work will be inspected by the Township Highway Commissioner, or his designee and must be accepted by the Township Board of Trustees. No completed work will be covered up without inspection by the Township Highway Commissioner, or his designee. Any work so covered up shall be uncovered and restored by the Contractor wholly at his expense. No claim for extra payment will be considered and no extra payment will be made on this account.

2.2f. SUBCONTRACTS: At the time specified by the Contract Documents, or when requested by the Township Highway Commissioner, or designee, the Contractor shall submit in writing to the Township for approval of the Township Highway Commissioner, or designee, the names of subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the written approval of the Township Highway Commissioner, or his designee. The Contractor is responsible to the Township for the acts and omissions of his subcontractors, and of their direct and indirect employees. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the Township. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

For the convenience of reference and to facilitate the letting of Contracts and subcontracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Township or the Township Highway Commissioner, or designee, an arbiter to establish limits of the contracts between Contractor and subcontractors.

2.2g. WORK DAYS: A work day is any calendar day, excluding union holidays and weekends, on which the principal task in the logical progression of construction could be performed. No exclusion will be made for the contractor's error in scheduling, coordination, planning or other action or inaction. Work days will not be counted only for reason of act of God, weather, union strike, or other such matter not the contractor's fault.

2.2h. PROSECUTION OF THE WORK: The contractor shall pursue the work with an adequate crew and in a continuous manner in order to minimize the construction time regardless of time allowed. The Contractor agrees not to divert workers to other jobs, reducing crews, etc. will not be permitted without the permission of the Township Highway Commissioner, or designee. Such permission, if granted, shall not be grounds for extension of time for completion.

SECTION 2.3: MATERIALS AND WORKMANSHIP

2.3a. MATERIALS FURNISHED BY THE CONTRACTOR: All materials used in the work shall meet the requirements of the respective Specifications, and shall be furnished by the Contractor.

2.3b. CHARACTER OF WORKMEN: The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractors or persons employed by subcontractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them.

2.3c. CLEANING UP: The Contractor shall remove from the Township's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operations or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

2.3d. WORKMANSHIP: All work shall be performed by workers trained, skilled and experienced in the type of work being performed. All work shall be accomplished in a workmanlike manner in accordance with all applicable codes, manufacturer's recommendation and normal, accepted construction industry standards. The Contractor is solely responsible for the work and workmanship being in completion with the contract requirements. Such results are the responsibility of the Contractor.

2.3e. The Contractor shall correct any work that fails to conform to the requirements of the contract and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of two (2) years following written acceptance by the Township or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract. This requirement applies to work done by any subcontractor as the contractor shall be ultimately responsible to ensure that the work by any subcontractor is performed satisfactorily. The requirements herein are also in addition to any other remedies or warranties provided by law.

SECTION 2.4: REMEDIES

2.4a. DISPUTES: All claims, counter-claims, disputes and other matters in question between the TOWNSHIP and the CONTRACTOR arising out of, or relating to a subagreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State of Illinois where the project is located.

SECTION 2.5: INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY

2.5a. INSURANCE: The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois as will protect himself, his subcontractors, the Township, including duly authorized representatives, from claims for bodily injury, death or property damage which may arise from operations under this Contract. *The policy shall name the Township as an additional insured.* The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the Township. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Township of intention to cancel. Each policy shall contain a provision that the Township is not responsible to reimburse the insurer for any deductible amounts. The amounts of such insurance shall be not less than the following.

(1) Workmen's Compensation insurance in full compliance with the Illinois Workmen's Compensation Act and Employer's Liability coverage in the amount of not less than \$500,000.00

(2) Comprehensive General Liability

Bodily Injury	\$500,000.00	each occurrence
	\$500,000.00	aggregate
Property Damage	\$500,000.00	each occurrence
	\$500,000.00	aggregate

OR

\$1,000,000.00 Combined Single Limit

The Comprehensive General Liability shall be on the Comprehensive Form, including Premises-Operations, Explosion Collapse Hazard, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage and Independent Contractors.

(3) Vehicle Liability

Bodily Injury	\$300,000.00	each person
	\$500,000.00	each accident
Property Damage	\$100,000.00	

OR

\$500,000.00 Combined Single Limit

The Vehicle Liability must be on the Comprehensive Form and cover owned, hired and non-owned vehicles.

(4) Umbrella coverage in the amount of not less than \$1,000,000.

2.5b. INDEMNITY: The Contractor shall indemnify and hold harmless the Township and its agents and its employees from and against all claims for personal injury or property damage, including but not limited to claims against the Township, its agents or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorneys fees that may be incurred by the Township defending such claims, arising out of or resulting from the performance of the work and caused in whole

or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them 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. In any and all claims against the Township or any of its agents or servants by an employee of a Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under Worker's Compensation Acts, Disability Acts, or their Employee Benefit Acts.

2.5c. LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Township against any claim or liability arising from, or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

2.5d. WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, warning lights and flagmen, and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by amber warning lights which shall be burning from sunset to sunrise. Barricades and signs shall conform to the requirements of the "Manual for Uniform Traffic Control Devices" and the appropriate standards of the Illinois Department of Transportation. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction barricades or detours exist.

2.5e. PUBLIC SAFETY AND CONVENIENCE: The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Township Highway Commissioner, or designee, and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible for fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Township Highway Commissioner, or designee.

2.5f. PERFORMANCE BOND: The Performance Bond required herein shall be placed with a surety company having a policyholder's rating not lower than "A" and a financial rating not lower than "AA" in the most recent Best's Insurance Guide.

SECTION 2.6: PROGRESS AND COMPLETION OF WORK

2.6a. EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Township, or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as determined by the Township Highway Commissioner, or designee, provided, however, that the Contractor shall immediately give written notice to the Township Highway Commissioner, or designee, of the cause of such delay.

2.6b. LIQUIDATED DAMAGES: It is agreed that time is of the essence on this contract, and that a failure on the part of the Contractor to complete the work under this contract within the time specified will result in loss and damage to the Township and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof.

It is therefore agreed that in case the Contractor shall fail or neglect to complete the work herein specified on or before the date herein fixed for completion together with any extensions of time which may be granted under Paragraph 2.6a., the said Contractor shall and will pay to the Township for each and every working day the Contractor shall be in default in the time of completion of this Contract the sum set forth below:

ORIGINAL CONTRACT AMOUNT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
More than \$ 2,000 and less than \$ 25,000	\$ 100.00
More than \$ 25,000 and less than \$ 50,000	\$ 250.00
More than \$ 50,000 and less than \$ 75,000	\$ 500.00
More than \$ 75,000 and less than \$100,000	\$ 1,000.00
More than \$100,000 and less than \$250,000	\$ 2,000.00
More than \$250,000 and less than \$350,000	\$ 3,500.00
More than \$500,000	\$ 5,000.00

The above sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which the Township will suffer by reason of such defaults, and not by way of a penalty.

In case the Contractor does not complete the work covered by this Contract on or before the time specified herein for the completion of the said work together with any extensions of time which may be granted under Paragraph 2.6a., the Township Highway Commissioner, or designee, shall determine the number of days the Contractor is in default, and the decision of the Township Highway Commissioner, or designee, shall be binding upon both parties hereto. It is further agreed that if the Township shall accept any work or make any payments under this Contract after any such default, such acceptance, payment or payments shall not in any respect constitute a waiver or modification of any of the provisions hereof, and particularly the provisions in regard to Liquidated Damages for delays.

2.6c. RELEASE OF LIENS: The Contractor shall deliver to the Township a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the

Township such amounts as the Township may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

2.6d. PROGRESS PAYMENTS: The Township Highway Commissioner shall, based on a review of the Contractor's submission for progress payment, make a determination of the fair cost of work performed. This will normally be the Contractor's requested amount less 10% retainage. Should the Highway Commissioner determine that the amount which the Contractor submitted is incorrect, he shall furnish the Contractor notice and provide his reasoning. The Contractor shall be given an opportunity to submit time sheets, invoices and other data to justify his cost. The Highway Commissioner shall evaluate such submitted data and finally decide the amount for progress payment. Payment shall be made within 30 days of approval by the Highway Commissioner of the Contractor's submittal.

2.6e. ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Township Highway Commissioner, or designee, shall certify his acceptance to the Township and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions, and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the Township shall accept the work and release the Contractor except as to the conditions of the Contract Bond, any legal rights of the Township, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Township Highway Commissioner, or designee, to assemble and check the necessary data. In no case shall making the final payment be considered acceptance of faulty work or faulty workmanship whether it be patent or latent, and remedies against the Contractor for such faulty work or faulty workmanship are retained despite any making of final payment.

2.6f. The Township may withhold payment as may be necessary to protect the Township from loss on account of any one or more of the following: (a) defective work not remedied; (b) claims filed or notice indicating probable filing of claims of other parties against the contractor; (c) failure of the contractor to make payments properly to Subcontractors or to make payments for labor, material, equipment, construction equipment or equipment rental; (d) damage to a subcontractor or another contractor; (e) liquidated damages payable by the contractor; (f) failure to comply with the provisions of the contract; (g) damage to Township property or equipment. When the above grounds are removed, payment shall be made for amounts withheld because of such grounds. The right to withhold payment however, shall not preclude the Township from his right to declare the contractor in default of his contract for any of the reasons stipulated herein or in the contract.

PART 3 - SPECIAL PROVISIONS

SECTION 3.1: INCORPORATED BY REFERENCE

The provisions of the I.D.O.T. "Standard Specifications for Road and Bridge Construction in Illinois", current edition, are incorporated into these specifications except where replaced or changed by these "Legal and Procedural Documents" and the plan sheets entitled "**Caseyville Township: Hunters Landing-Long Branch Ln. Pavement Overlay Project.**"

3.11 LEVELING BINDER (MACHINE METHOD) N70:

This work shall be done in accordance with Article 406 of the Standard Specifications. Leveling binder shall be placed at a variable thickness as shown in the plans. Care shall be taken when placing the binder to not exceed the mixture's minimum or maximum lift thickness.

This work shall be measured and paid for at the contract unit price per ton for LEVELING BINDER (MACHINE METHOD) N70, which price shall include all material, labor, and equipment necessary to complete the work as shown.

3.12 DRIVEWAY TRANSITIONS:

None required for this project.

3.13 PAVEMENT MARKING:

No pavement marking required for this project.

3.14 MANHOLE LID ADJUSTMENTS:

Caseyville Township shall be responsible for adjusting manhole frames/lids and water valve lids to the proposed grade. The Contractor shall coordinate with the Township Highway Commissioner to arrange for the adjustments.

3.15 UTILITIES

The Contractor shall be solely responsible for the location and protection of all existing utilities within the project limits. Any damage thereto due to his construction operations, and/or resultant repairs shall remain his responsibility. Should any conflict with utilities arise that require adjustment/relocation of said utilities, the Contractor may be required to change his schedule of work and/or suspend operations. In this event, no additional reimbursement will be allowed.

3.16 TRAFFIC CONTROL PLAN

To protect persons from injury and to avoid property damage, proper barricades, construction signs, warning lights, and flagmen, as required, shall be utilized and maintained by the Contractor during the progress of construction work and until such time as it is safe for traffic to use the street.

Traffic control shall be in accordance with the applicable sections of the “Standard Specifications for Road and Bridge Construction,” the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions and any special details and Highway Standards contained herein and in the plans. In addition, the following special provision(s) will also govern traffic control for this project:

The Contractor shall maintain a minimum 12-foot wide driving lane for 1-way traffic at all times unless permission is granted by the Township Highway Commissioner, and will be required to maintain access to all properties during the duration of the project. The Contractor will be responsible for providing proper barricades, construction signs, and warning lights.

All streets shall be kept clean from debris resulting from construction traffic. Throughout the construction period, all material piles, equipment, open excavation or other obstructions or hazards to motorists or pedestrians shall be enclosed by fences or protected by barricades and proper lighting. Due to the nature of the construction process, there will be times, short in duration, when access to adjoining properties will be cut off. Therefore, in order to keep any inconveniences to a minimum, the Contractor shall be responsible for notifying adjacent property owners in advance of his operations in order to allow them sufficient time to move their vehicles if necessary.

Traffic Control Surveillance as described in Article 701.04(b)(2) of the “Standard Specifications for Road and Bridge Construction” will not be required. Also, disregard Articles 701.07(d) and 701.08(e) concerning measurement and payment for Traffic Control Surveillance.

3.17 PUBLIC NOTICE

The Contractor shall furnish his schedule each Wednesday for the next week’s work and post signs at least 24 hours in advance of his work on each street requiring a lane closure. Handbill notices shall be delivered to each residence, wording to be approved by the Highway Commissioner, on each street a day prior to work commencing. Notices shall explain the project and request the resident’s forbearance of the inconvenience. Complaints should be first addressed to the Contractor with the Township being listed to be contacted if satisfaction is not obtained. This work shall not be paid for separately, but shall be considered incidental to the contract.

3.18 CONSTRUCTION WITHIN RIGHT-OF-WAY

The Contractor shall confine all operations within the right-of-way area and shall be responsible and liable for all damage outside of the right-of-way area. The Contractor shall be responsible for all costs associated with land surveying to determining the extents of the right-of-way.

The property on the right-of-way shall be fully restored, to the satisfaction of the Highway Commissioner, at the Contractor’s expense and shall be considered incidental to the cost of the contract. No additional compensation will be allowed.

3.19 CONSTRUCTION STAKING

All surveying, layout and other work necessary to control the construction is the responsibility of the contractor. This work will not be paid for separately and will be considered incidental to the contract. No additional compensation will be allowed.

3.20 PAVEMENT OVERLAY SCHEDULE

Street Name	Length (ft.)	Nominal Width (ft.)	Pavement Area (sq. yd.)
Hunters Landing	482	varies	1,618
Long Branch Lane	1765	varies	6,581
			=====
Total:			8,200

FACTORS USED FOR QUANTITY CALCULATIONS:

Leveling Binder (Machine Method) = 112 LBS/SQ YD/IN THK

HOT-Mix Asphalt Surface Course = 110 LBS/SQ YD/IN THK

--END OF DOCUMENT--