

REQUEST FOR PROPOSALS  
Caseyville Township  
FIELD LIGHTING PROJECT

Sealed Bids for the construction of the **Caseyville Township Field Lighting Project** will be received by **Caseyville Township** at **10001 Bunkum Road, Fairview Heights, IL 62208** until **February 14, 2023** at **4:00 PM** (local time). Bids received will be publicly opened and read at 6:00 PM (local time) at the Caseyville Township Board Meeting. The Project consists of constructing Light poles and lights for ball fields.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis.

Prospective Bidders may examine the Bidding Documents at Caseyville Township on Mondays through Fridays between the hours of **8:00 AM to 4:00 PM**, and may obtain copies of the Bidding Documents from the Township as described below.

Printed copies of the Bidding Documents may be obtained from the Township Office, during the hours indicated above, upon payment of a deposit of **\$30.00** for each set, **\$45.00** if mailed. Checks for Bidding Documents shall be payable to "Caseyville Township" The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Township. Township will be not be responsible for full or partial sets of Bidding Documents, including Addenda if any, if obtained from sources other than the Township.

Bid security shall be furnished in accordance with the Instructions to Bidders.

SEE ATTACHED PAGES FOR MORE INFORMATION

Owner: **Caseyville Township**  
By: **Jim Krummrich**  
Title: **Township Supervisor**  
Date: December 16, 2022

Caseyville Township  
FIELD LIGHTING PROJECT  
BASIC BID OUTLINE  
SEE ATTACHED FOR MORE DETAILS

- i. The Bidder shall remove the eight existing wood poles.
- ii. Seeding and infield restoration
- iii. The BIDDER shall Install six (6) new poles.
  - Pole Assemblies shall consist of:
    - a. Two Seventy Foot (70') steel poles with seven (7) fixtures.
    - b. Two Sixty Foot (60') steel poles with seven (7) fixtures.
    - c. Two Sixty Foot (60') steel poles with eight (8) fixtures.
- iv. New Conduit and wire to the six above locations
- v. Excavation for the wiring, poles, and any other necessary excavations for the project.
- vi. Installation of a new 200-amp service near the outfield scoreboard.
  - a. BIDDER shall coordinate with Ameren and the Township for the wiring source to the 200-amp service.
- vii. Seeding and infield restoration.
- viii. Debris and rubbish removal.

ADDITIONAL ALTERNATE BID: Bidders are requested to submit an additional alternative bid to include an at least 5'x3.5' outdoor scoreboard with electrical box and all wiring necessary for operation.

Key:



## **CASEYVILLE TOWNSHIP, ILLINOIS—BIDDING GENERAL CONDITIONS**

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to Caseyville Township with no additions.
2. Total versus “Per Item” Awards. The Township generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the Township may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. Caseyville Township accepts no responsibility for the condition of any merchandise purchased prior to acceptance by Township Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. Caseyville Township reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. Caseyville Township intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: Caseyville Township Accounts Payable, 10001 Bunkum Road, Fairview Heights, IL 62208.
6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply Caseyville Township with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the Township may bar the vendor from bidding for a period of up to three years.
7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and Township laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the Township becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
8. Legal Requirements. This contract sets forth the entire final agreement between Caseyville Township and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of St. Clair County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or Township staff, the Township may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with Township facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the Township of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the Township's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or Township staff/resident's personal security, or is otherwise job related (as determined by the Township) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded vendor's own work, the Township shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The Township shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The Township shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance and Payment Bond. When required by the specifications herein, the awarded vendor shall furnish a performance and payment bond equal to the amount of the contract, acceptable to the Township, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the Township as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which Caseyville Township, Illinois is exempt. Caseyville Township, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The Township is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the Township may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the Township's Diversity Procurement Officer and the Township Supervisor or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of Caseyville Township

When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. Caseyville Township reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if Caseyville Township Board does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the Township may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The Township may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the Township reserves the right to remove the firm from the Township's bidder list for a period of up to three years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Township Supervisor if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Township Supervisor in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Township Supervisor or his agent will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Township Supervisor, or authorized representative shall be final and binding to all parties. The Township Supervisor has the right to waive technicalities as they see fit. The Township Supervisor may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. Caseyville Township reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to Caseyville Township Township Council not appropriating

Sufficient funds to purchase equipment or complete the contract. The Township may make awards in any manner deemed in the best interest of the Township.

25. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. This requirement does apply to owner/operators. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor’s responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via the Township’s current Certified Payroll reporting system. No paper copies or non-conforming Certified Payroll reports will be accepted. The Township reserves the right to withhold payment due to the awarded vendor until the vendor displays compliance with this provision.

27. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the Township a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the Township, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the awarded vendor’s performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the Township against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the Township pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker’s Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and

The Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Township will be Indemnified for the negligence of the awarded vendor, its subcontractors, agents, and employees.

29. Insurance Requirements. Upon execution of the contract, and prior to the awarded vendor commencing any work or services with regard to the project, the awarded vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the awarded vendor shall provide the Township with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Township as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the Township. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the Township. All awarded vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the Township for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Township in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Township Supervisor:

Commercial General Liability. The coverage available to the Township, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Umbrella Liability. The coverage available to the Township, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Automobile Coverage. The coverage available to the Township, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate

Workers Compensation. The awarded vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.

Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the Township at least 30 days' prior written notice of cancellation and termination of the Township's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the awarded vendor shall supply the Township with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Township as set forth above. All subcontractors to be utilized by the Contractor shall provide Ownership with a Certificate of Insurance naming Caseyville Township as additional insured prior to commencement of work by said subcontractor.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of Caseyville Township, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the Township to require performance of any provision shall not affect the Township's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. Caseyville Township intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. Compliance with Stormwater Management Ordinance and Environmental Consent Decree. Contractor must comply with the Township's Stormwater Management Ordinance. For work performed on the stormwater system, including projects only requiring erosion and sediment control measures, acknowledgement of receipt of the USEPA issued Environmental Consent Decree is required. It is also required that the vendor retain all invoices, work orders and/or other records of work performed in drainage areas for three (3) years beyond the end of the consent decree, estimated to be \_\_\_\_\_. These records are subject to audit and are to be made available immediately upon request by the Township or the Federal and State Environmental Protection Agency (EPA). Additionally, there may be other records provided that the vendor will be required to keep on file upon request of the Township. Violation of this section and with the Township's Stormwater Management Ordinance may result in a fine.

34. Caseyville Township reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

35. Caseyville Township strongly encourages the use of local, minority, and women owned businesses when considering subcontractors for Township bids or requests for proposals.



CTWP Subcontractor/Leased Operator of Equipment Detail Form

Firms submitting bids must supply information on Subcontractors/Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Township Supervisor, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Subcontractor/Leased Operator Information Please provide business name and address, and a contact person.	Type of Work Supplied Describe the work the subcontractor/leased operator will perform for this contract.	MBE/WBE Business?	Dollar Amount	Subcontract Percent of Bid Total
Name _____ Address _____ Township, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ Township, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ Township, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ Township, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ Township, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ Township, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ Township, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %

The bidder intends to Subcontract/Lease Operators of Equipment for \_\_\_\_\_% of the total contract with MBE/WBE firms.

\_\_\_\_\_

Signed

Title

Date

CTWP Supplier Detail Form

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Township Supervisor, or their designee. This form may be duplicated if additional space is necessary, all pages must be signed, and submitted.

Supplier Information Please provide business name and address, and a contact person.	Type of Product Supplied Describe the product the supplier will provide for this contract.	MBE/WBE Business?	Dollar Amount of Supply Contract	Supplier Percent of Bid Total
<b>Name</b> _____ <i>Address</i> _____ <i>Township, State</i> _____ <b>Contact</b> _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
<b>Name</b> _____ <i>Address</i> _____ <i>Township, State</i> _____ <b>Contact</b> _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
<b>Name</b> _____ <i>Address</i> _____ <i>Township, State</i> _____ <b>Contact</b> _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
<b>Name</b> _____ <i>Address</i> _____ <i>Township, State</i> _____ <b>Contact</b> _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
<b>Name</b> _____ <i>Address</i> _____ <i>Township, State</i> _____ <b>Contact</b> _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
<b>Name</b> _____ <i>Address</i> _____ <i>Township, State</i> _____ <b>Contact</b> _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %

The bidder intends to procure \_\_\_\_\_% of the total contract from MBE/WBE firms.

**Signed**

**Title**

**Date**

# TOWNSHIP LIGHTING PROJECT

## 1.0 Overview

Caseyville Township, Illinois (The Township) is seeking proposals from qualified firms, hereinafter referred to as “the BIDDER,” to provide all labor, materials, equipment, and supplies necessary for the Township-Wide Lighting Maintenance as described in these specifications. The work consists of clearing existing poles, erecting new poles and returning the field to the condition it was in prior to the project, in accordance with the specifications below.

## 2.0 General Requirements

**2.1 Firm Qualifications.** No contract shall be awarded except to responsible firms capable of providing the class of service described. Firm must demonstrate experience in the removal and construction of high powered field lights.

**2.2 Evaluation of Proposals.** An evaluation team will be used to review all submitted proposals using set criteria.

**2.3 Evaluation Criteria.** The evaluation committee will rate the proposals based on the criteria outlined below with the assigned point values (out of 100).

- Credentials and related experience (10)
- Portion of the work completed (20)
- Timeline / Schedule (20)
- Cost (50)

**2.4 Firm Interview.** The evaluation committee may conduct interviews to assist in the evaluation process.

**2.5 Term of Contract.** The contract with the successful BIDDER shall end upon successful and exemplary completion of the project. The warranties for the project as provided by the BIDDER shall be \_\_\_\_ Any changes in pricing for an extensions shall be requested in writing to the Township Supervisor, 60 days prior to contract expiration. The Township may or may not accept a requested price adjustment.

**2.6 Contacts.** Prior to the award of the contract to the successful BIDDER, prospective Contractors shall contact Caseyville Township, at (618) 398-6248 or [admin@caseyvilletownship.org](mailto:admin@caseyvilletownship.org) with any inquiries regarding contract language or additional information that will allow a perspective vendor to submit a complete submittal. *Questions shall be received in writing until \_\_\_\_\_; no questions may be submitted after this date. Any oral communications will be considered unofficial and non-binding.*

## 3.0 Specifications and Details

### 3.1 General Specifications

### 3.1.1 Description of Work

Caseyville Township requests bids from qualified companies to provide all labor, materials, equipment, and supplies necessary for **Township Field Lighting Project** as described in these specifications.

- ix. The BIDDER shall remove the eight existing wood poles.
- x. Seeding and infield restoration
- xi. The BIDDER shall Install six (6) new poles.
  - Pole Assemblies shall consist of:
    - d. Two Seventy Foot (70') steel poles with seven (7) fixtures.
    - e. Two Sixty Foot (60') steel poles with seven (7) fixtures.
    - f. Two Sixty Foot (60') steel poles with eight (8) fixtures.
- xii. New Conduit and wire to the six above locations
- xiii. Excavation for the wiring, poles, and any other necessary excavations for the project.
- xiv. Installation of a new 200-amp service near the outfield scoreboard.
  - a. BIDDER shall coordinate with Ameren and the Township for the wiring source to the 200-amp service.
- xv. Seeding and infield restoration.
- xvi. Debris and rubbish removal.

ADDITIONAL ALTERNATE BID: Bidders are requested to submit an additional alternative bid to include an at least 5'x3.5' outdoor scoreboard with electrical box and all wiring necessary for operation.

### 3.1.2 Contract Subletting -Cooperation Among Subcontractors

The following is in addition to Section 108.01 of the IDOT Standard Specifications and shall read as follows:

"Total contract costs" shall equal the sum of the pay items listed in the contract. Prior to the approval of any subcontracts by the Owner, the Contractor shall designate those pay items that are to be subcontracted. Subcontracted pay items shall include all labor, materials and equipment to complete the pay item, as required by the contract, including purchase and delivery of materials to the job site. The determination of Contractor's own organization work shall be those pay items that are constructed at the job site with the Contractor's labor and equipment. Labor shall include all personnel working for the Contractor. The cost of that portion of "total contract cost" which is subcontracted shall be determined by multiplying the unit cost as designated in the pay item, times the actual units provided, as physically constructed at the job site, and finally verified by the Owner. No division of individual pay items between the Contractor and Subcontractor(s) shall be permitted. Any violation of this paragraph may result in disqualification of the Contractor from future bids.

It shall be the responsibility of the Contractor to ensure full cooperation among the Subcontractors doing work on the project.

All Subcontractors to be utilized by the Contractor shall provide Ownership with a Project Specific Certificate of Insurance naming Caseyville Township as additional insured prior to commencement of work by said Subcontractor.

### 3.1.3 Control of Work

No work shall be done by the Contractor until a pre-construction meeting has been held and until a 48 hour notice has been provided to the Township's Project Manager.

### 3.1.4 Construction Inspection

Contractor shall notify Ownership a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work. Part-time inspection will include inspection of stripping, priming, and painting operations at a minimum of once per corridor. In addition, there will be one final acceptance inspection for each corridor when the Contractor declares that portion of the project complete.

Township representatives may only be available between \_\_\_\_ am and \_\_\_\_ pm on weekdays. Inspectors will not be available on Saturdays, Sundays and official Caseyville Township holidays.

Should the Contractor require Township Representatives work outside these hours whether by Contractor's choice or in response to an emergency situation, Contractor shall pay for excess observation time at a rate of \$70.00 per hour per inspector for the number of construction observation/inspection hours expended by the Owner's designated representatives. The applicability of this excess engineering cost shall be determined on the basis of the representative's work hours expended in each individual day and shall not be predicated upon Contractor's work hours on preceding days or the Contractor's proposed schedule for completing the Project. Moneys due the Owner for excess engineering shall be deducted from the project's final application for payment.

### 3.1.5 Existing Utilities and Drainage Structures Locations

The Contractor shall make their own investigation to determine the existence, nature and location of all utilities on the site that may interfere with construction before commencing work. The Contractor shall report to the Owner any expected complications due to utility conflicts. Care should be taken while working near these utilities to prevent their damage.

### 3.1.6 Failure to Complete Work on Time

The Schedule of Deductions for Each Day of Overrun in Contract Time shall be according to Section 108.09 of the IDOT Standard Specifications.

### 3.1.7 Erosion Control and NPDES Compliance

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper erosion control as indicated in this General Provision to this Contract.

This work shall conform to the applicable portions of Section 280 of the Standard Specifications and all requirements set forth in the General NPDES Permit No. ILR10. The management practices, controls and other provisions implemented must be at least as protective as the requirements contained in the Illinois Urban Manual.

Any deviation of installation practices from the standard details shall be submitted to the Engineer for approval prior to placement.

The Contractor shall name a person at the preconstruction meeting who shall be on the jobsite during construction and who shall be responsible for ensuring the erosion control work is completed in a timely manner.

Any disturbed areas shall be kept to a practical minimum and shall be temporarily seeded, mulched, sodded or paved within 7 calendar days; except where construction activity will resume on a portion of the site within 14 days from when activities ceased, (e.g. the total time period that construction

activity is temporarily ceased is less than 14 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased. Best management practices will be in place downslope of the disturbed areas until final stabilization has occurred.

Any excess construction materials on site must be properly disposed of.

This work shall be considered incidental to the contract.

### 3.1.8 Scheduling of Work

Contractor acknowledges that alterations to the construction sequencing and schedule may be required for coordination with any third-party utilities. Contractor shall be responsible for any necessary coordination with utility companies. Any delay to the contract caused directly or indirectly by third party utilities shall not be cause for adjustment to the contract sum.

Contractor shall be responsible for providing updated project schedules in the provided format to be submitted each Tuesday by the end of business hours. Schedules shall be completed electronically using the format provided. Schedules shall be completed to the quality and satisfaction of project ownership.

### 3.1.9 Examination of the Project Site

Bidders should carefully examine the project site(s), to eliminate misconceptions, verify dimensions, elevations, working conditions, transportation and storage facilities. Bidders should give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract; nor will the Contractor be entitled to any extra compensation for their failure to verify conditions at the site.

### 3.1.10 Protection of Persons and Property

The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident(s), from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the Township.

Following the completion of work, there shall not be any trash or debris at any location in the vicinity of the construction site.

Any damage to property outside of what has been asked in these specifications shall be restored to its original state or as directed by the Township, at the Contractor's expense.

### 3.1.11 Work in Right of Way

All work in the public right of way shall be done in accordance with Chapter 26 of Caseyville Township Code of Ordinances.

### 3.1.12 Partial Payment

Special attention is drawn to IDOT Article 109.07 (a). Caseyville Township will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that

satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00.

When any payment is made directly to Caseyville Township, payments for completed work shall have deducted the proportionate share of the cost to be borne by Caseyville Township. The deduction will be the estimated cost to Caseyville Township divided by the awarded contract value with this percentage applied to the value of the work in place. Any adjustments to be made because of changed quantities will be made when the final payment is being processed. No retainage will be held from the value of such payments.

#### 3.1.13 Permits and Notices

Contractor/BIDDER/Constructor shall be responsible for securing all permits and satisfying all notice requirements.

#### 3.1.14 Mobilization

As such, no additional payment will be made for mobilization for any location additions or deletions or changes in scope of work at any particular location.

There shall be no mobilization payments made on this Project.

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the Caseyville Township ("Township") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the Services and the Contract Price therefor and supersedes and merges any other prior or contemporaneous discussions, agreements or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Township without further notice of objection, shall be of no effect, and shall not be in any circumstances binding upon Township, unless accepted by Township in a written document plainly labeled, "Amendment to Contract/Proposal." Acceptance or rejection by Township of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

(SEAL)

Attest/Witness:

**CASEYVILLE TOWNSHIP**

By: \_\_\_\_\_  
Justin Gough  
Title: Township Clerk

By: \_\_\_\_\_  
James Krummrich  
Title: Township Supervisor



**CONTRACT/PROPOSAL FOR  
CASEYVILLE TOWNSHIP FIELD LIGHTING PROJECT**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ ,  
(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

\_\_\_\_\_ ,  
(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of \_\_\_\_\_, hereinafter called Surety, are held and firmly bound unto Caseyville Township, 10001 Bunkum Road, Fairview Heights, Illinois 62208, as Obligee, hereinafter called Township, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated \_\_\_\_\_, 20\_\_\_\_, to Township entitled "Contract for Field Lighting Project Bidder's Proposal" (the "Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by Township, Bidder shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of it, (2) timely execute the Contract Agreement and the Contractor's Certification, in the form included in the Bid Package, and all other required documentation related to the Contract, and (3) in all other respects, perform the agreement created by Township's acceptance of the Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Township may accept the Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Township or the heirs, executors, administrators or successors of Township.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Attest/Witness:

Principal:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

Surety:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_