



Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF St. Clair County
St. Clair County Transit District (SCCTD)
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. MetroBikeLink - 2020 Trail Sealing Project
SECTION NO. NA
TYPES OF FUNDS Local Funds

SPECIFICATIONS (required)

PLANS (required)

For County Projects Submitted/Approved
St. Clair County Transit District
Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County St. Clair
Local Public Agency SCCTD
Section Number NA
Route MetroBikeLink

Sealed proposals for the improvement described below will be received at the office of SCCTD, 27 N. Illinois Street, Belleville, IL until 10:00 AM on September 9, 2020

Sealed proposals will be opened and read publicly at the office of SCCTD 27 N. Illinois Street, Belleville, IL at 10:05 AM on September 9, 2020

DESCRIPTION OF WORK

Name Trail Sealing Length: 18,500 feet (3.5 miles)
Location Belleville & Swansea IL
Proposed Improvement Seal cracks, apply pavement sealer, replace pavement markings.

1. Plans and proposal forms will be available on the St Clair County website www.scctd.org.

Address

2. [X] Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

10. The Contractor shall submit any questions regarding the bid booklet by 3:00 PM on Friday, September 4, 2020. No questions regarding the plans will be taken after this time. Answers/addenda will be sent via email only, so please register your email when picking up plan sets.

RETURN WITH BID

PROPOSAL

County St. Clair
Local Public Agency SCCTD
Section Number NA
Route MetroBikeLink

1. Proposal of _____
for the improvement of the above section by the construction of Seal cracks, apply pavement sealer, replace pavement markings.

a total distance of 18,500 feet, of which a distance of 18,500 feet, (3.5 miles) are to be improved.

2. The plans for the proposed work are those prepared by SCCTD
and approved by the Department of Transportation on SCCTD

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. ~~The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.~~

5. The undersigned agrees to complete the work within _____ working days or by October 31, 2020 unless additional time is granted in accordance with the specifications.

6. ~~A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds WILL be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:~~

Treasurer of _____
The amount of the check is _____ (_____).

7. ~~In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.~~

8. The successful bidder at the time of execution of the contract WILL be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. ~~The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.~~



SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County St. Clair
 Local Public Agency SCCTD
 Section NA
 Route MetroBikeLink

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Carlyle Ave Bridge to include the YMCA approach to the North side of the NSRR at Shiloh Station Rd	Lump Sum	1		
2	Shiloh Station Rd @NSRR to SAFB	Lump Sum	1		
3	YMCA Loop	Lump Sum	1		

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County St. Clair
Local Public Agency SCCTD
Section Number NA
Route MetroBikeLink

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

SIGNATURES

County St. Clair
Local Public Agency SCCTD
Section Number NA
Route MetroBikeLink

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners

(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Insert Names of Officers

President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary



PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY St. Clair
St. Clair County Transit District
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE MetroBikeLink - 2020 Trail Sealing Project
 SECTION NO. NA
 TYPES OF FUNDS Local

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

For County Projects Submitted/Approved
St. Clair County Transit District
Date

County St. Clair
Local Public Agency SCCTD
Section Number NA
Route MetroBikeLink

1. THIS AGREEMENT, made and concluded the _____ day of _____, _____
Month and Year
between the St. Clair County Transit District (SCCTD) of St. Clair County, IL
acting by and through its Board known as the party of the first part, and
_____ his/their executors, administrators, successors or assigns,
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section NA, in St. Clair County IL, approved by the Illinois Department of Transportation on _____, are essential documents of this
Date
contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ Clerk
(Seal) _____
The SCCTD of St. Clair County, IL
By _____
Party of the First Part
(If a Corporation)

Corporate Name _____
By _____
President Party of the Second Part
(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of

Party of the Second Part
(If an individual)

Party of the Second Part

Route MetroBikeLink-2020
County St. Clair
Local Agency SCCTD
Section NA

We, _____

a/an) Individual Co-partnership Corporation organized under the laws of the State of _____,

as PRINCIPAL, and _____
_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

_____ Dollars (_____), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

(Company Name) _____
By: _____
(Signature & Title) _____
Attest: _____
(Signature & Title) _____

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety) _____
By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest: _____

(Awarding Authority)

Clerk _____
(Chairman/Mayor/President)

INDEX OF SHEETS

<u>SHEET</u>	<u>SPECIAL PROVISION</u>
1	PROJECT LOCATION
1	DESCRIPTION OF WORK
1	DEFINITION OF TERMS
2	COMPLETION DATE
2	CONSTRUCTION CONTRACTS
2	PREVAILING WAGES
2	TAXES
2	SITE INSPECTION
3	LOAD RATING OF BRIDGES
3	SAFETY AND PROTECTION
4	WORK ADJACENT TO METROLINK
4	CONSTRUCTION ACCESS
4	TRAFFIC CONTROL
5	TRAIL CLOSURE
5	CRACK SEALING
5	PROTECTIVE SURFACE TREATMENT
6	PAINT PAVEMENT MARKING
7	APPROXIMATE QUANTITIES
LR107 Drawing	Special Provision for Insurance Overall Map

SPECIAL PROVISIONS
)**{(

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of the invitation for bids; and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of **2020 Trail Sealing Project for St. Clair County Transit District** and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

Please note that IDOT forms and specifications were used for the project; however, this is a locally funded project with NO STATE OR FEDERAL FUNDS involved.

PROJECT LOCATION

The project begins just west of the IL Route 161 pedestrian structure and follows the MetroBikeLink alignment easterly approximately 16,575 ft (3.2 miles) to SAFB Station to include the YMCA trail of approximately 1975 feet (.4 miles).

DESCRIPTION OF WORK

This work shall consist of furnishing all labor, equipment and materials necessary to clean the trail surface as required for product placement, place crack sealer in the existing asphalt trail surface, place a pavement sealer over the entire trail surface and replace pavement markings within the limits of the project.

DEFINITION OF TERMS

Where "Standard Specifications" or "Sections" or "Articles" are indicated in the Special Provisions or in the plans, these refer to the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction".

Where "Department" is stated in these Specifications or parts of the above listed specifications and special provisions, it shall mean either St. Clair County Transit District.

Where "Engineer" is stated in these Specifications or parts of the above listed specifications and special provisions, it shall mean the Engineer appointed by St. Clair County Transit District unless otherwise specified. The Engineer will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.

Where "Inspector" is stated in these Specifications or parts of the above listed specifications and special provisions, it shall mean the authorized representative of the Engineer assigned to make detailed observations of any or all portions of the work or material therefore. This activity is not to be interpreted as an inspection service, a construction supervision service or a guaranteeing of the Contractor's performance. The Inspector will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. The Inspector will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents.

COMPLETION DATE

Contractor shall complete the work by **October 31, 2020**.

CONSTRUCTION CONTRACTS

The combined efforts of the Contractor and Sub-contractor(s) shall need to encompass the following IDOT prequalifications: 015 Cover and Seal Coats. All entities must be certified/prequalified on the letting date.

The Notice to Bidders together with all other documents in accordance with Article 101.09 of the Standard Specifications, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Owner in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Owner reserves the right to determine responsibility at the time of award, to reject any or all proposals, to re-advertise the proposed improvement, and to waive technicalities.

The successful bidder, as a condition of this contract, must submit evidence that he/she has conducted a pre-job conference with his sub-contractors and their employees, or the employees' duly recognized representatives and union officials, to determine employee jurisdiction, job assignment and work schedules. This requirement is to promote industrial harmony and to eliminate work stoppage and jurisdictional disputes. Said pre-job conference shall be conducted at least fourteen (14) days prior to any construction.

PREVAILING WAGES

Not less than the prevailing rate of wages as found by the County or Department of Labor or determined by the Court on review, shall be paid to all laborers, workmen, and mechanics performing work on this Contract.

TAXES

The owner is exempt from Illinois sales tax for materials to be incorporated into or consumed in the construction of the project. The Tax Exemption Certification form will be supplied to the Contractor at the Pre-Construction meeting. Contractor is to use this in the purchase of all equipment and materials.

SITE INSPECTION

The Contractor shall be responsible for a physical, on-site inspection prior to submitting a bid on this project. Contractor is required to notify SCCTD 24 hours in advance they will be schedule a site visit. Please note that the trail will be open to pedestrian and bicycle traffic during this time, and potential Contractors shall yield the right-of-way at all times to trail users.

Upon receipt of a bid, it shall be assumed that the Contractor is fully familiar with the construction site and existing trail conditions, include the amount, depth, etc. of existing cracks to be sealed. The Contractor shall submit any questions regarding the bid booklet by 3:00 PM on **September 4, 2020**. No questions regarding the plans will be taken after this time. Answers/addenda will be sent via email only, so please register your email when picking up plan sets.

LOAD RATING OF BRIDGES

The Contractor shall confirm their equipment will comply with the load rating signage posted at each pedestrian bridge along the trail.

SAFETY AND PROTECTION

Contractor shall be responsible for initiating, maintaining and supervising all safety and precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to:

1. All employees on the Work and other persons and organizations who may be affected thereby;
2. All the work and materials and equipment to be incorporated therein, whether in storage on or off site; and
3. Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property.

All damage, injury or loss to any property referred to in paragraph 2 or 3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or for anyone whose acts either directly or indirectly employed by any of them may be liable, shall be remedied by Contractor, except damage or loss attributable to the fault of drawings or Specifications or to the acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor that the Work is acceptable.

Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated in writing by Contractor to Owner.

In EMERGENCIES affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instructions or authorization from Engineer or Owner, is obligated to act to prevent threatened damage injury or loss. Contractor shall give Engineer prompt, written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents are required because of action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

Compliance with this Special Provision shall be considered included in the LUMP SUM cost of the project and no additional compensation will be allowed for any costs incurred.

WORK ADJACENT TO METROLINK

Contractor does not have to obtain weekly work permits from Metro for this project.

All Contractor employees WILL BE REQUIRED to attend a 2-hour MetroLink orientation. The classes are held approximately 2 times per month at the Moose Lodge in Swansea, Illinois. Contact Metro for dates of scheduled classes.

Compliance with this Special Provision shall be considered included in the LUMP SUM cost of the project and no additional compensation will be allowed for any costs incurred.

CONSTRUCTION ACCESS

Access to the trail system can be made from public right-of-way at the following locations:

- YMCA: Notify the YMCA prior to accessing
- Shiloh Station Rd
- SAFB MetroLink Station

The Contractor shall coordinate with all agencies having authority, at or over, any of the access points. The Engineer will assist with the coordination; however, it is the Contractor's responsibility.

If necessary, the Contractor shall furnish CA-6 aggregate for temporary access and maintain an all-weather construction access to prevent mud from being deposited onto adjacent public roadways. When access at these locations is no longer required, any material needed for access shall be removed and the areas restored to their original appearance and condition in accordance with the Engineer.

Compliance with this Special Provision shall be considered included in the LUMP SUM cost of the project and no additional compensation will be allowed for any costs incurred.

TRAFFIC CONTROL

When work is being performed, the Contractor shall be fully aware of and yield the right-of-way to all trail users. If necessary, Contractor shall employ necessary methods such as trail lookouts to monitor trail traffic during construction activities.

When necessary for safety and constructability, the Contractor shall employ necessary traffic control methods to close the trail to pedestrian and bicycle traffic (see Special Provision TRAIL CLOSURE). The Contractor will be responsible to furnish and place all traffic control devices required for trail closure to ensure work zone is safe during all construction operations and that completed work is not harmed, marred or otherwise damaged until curing of various material applications are complete. When closing the trail, the Contractor shall:

- Provide SCCTD 48-hr notice prior to starting work in order to provide adequate time to coordinate the trail closures.
- Notify trail users of upcoming trail closures by posting notification signage along trail a full 48-hours prior to closure. Signage can be temporary in nature (reasonably weatherproof) and should note exact dates and times of upcoming closures.

Compliance with this Special Provision shall be considered included in the LUMP SUM cost of the project and no additional compensation will be allowed for any costs incurred.

TRAIL CLOSURE

The MetroBikeLink Trail shall be closed while working on the trail. For crack sealing operations, the trail shall be closed in only the sections that are being worked on. During sealing and striping operations, the entire length of project shall be closed. Full closure shall be allowed for a maximum of 3 days total.

CRACK SEALING & PAVEMENT SEALING

This work shall consist of all labor, equipment and materials necessary to furnish and place crack sealant. Material shall conform to Star Elastobond PLS or approved equal. Pavement shall be a MAC 52 Pavement Sealer or approved equal to include 2 pounds of sand per gallon of product. Contractor to verify the crack sealing material provided will be compatible with the Protective Surface Treatment material being placed.

Cracks must be cleaned thoroughly with high velocity air blowers or other means, removing all dirt, foliage and foreign material prior to filling.

All cracks are to be filled in accordance with manufacturer's requirements and to the satisfaction of the Owner or the Engineer.

This work shall be accomplished under partial trail closure (see TRAIL CLOSURE).

This work will NOT be measured and paid for separately. Compliance with this Special Provision shall be considered included in the LUMP SUM cost of the project and no additional compensation will be allowed for any costs incurred.

PROTECTIVE SURFACE TREATMENT

This work shall consist of all labor, equipment and materials necessary to furnish and place a single coat of refined coal tar protective surface treatment on the existing trail surface.

Prior to applying the surface treatment, the existing asphalt trail surface shall be clean, sound, and surface cured:

- All cracks in the pavement must be properly filled (see CRACK SEALING special provision).
- The surface shall be free from sand, clay, dust, oil, grease and other foreign matter. Insure this by hand brooming, power brooming, or the employment of high velocity air blowers.
- Oil and grease spots which have accumulated on the pavement surface shall be scraped or heated using a propane torch if necessary, then sealed off with per manufacturer's recommendations prior to the application of Protective Surface Treatment.
- Care must be taken not to overspray at non-asphaltic surfaces such as octagonal Metro logo pads, SCCTD concrete pads, bridge approach slabs, etc. Contractor will be responsible for complete cleanup of any overspray.

The protective surface treatment shall be MAC 52 or approved equal.

The Contractor shall follow manufacturer instructions for the placement of the material. The Contractor shall not place materials when weather is foggy or rainy. The ambient temperature and relative humidity must meet manufacturer's requirements. Favorable weather conditions must be forecasted for 24 hours following application.

This work shall be accomplished under trail closure (see TRAIL CLOSURE). The completed application shall be allowed to cure for a minimum of 24 hours and then tested for trafficability before opening trail up to traffic.

This work will NOT be measured and paid for separately. Compliance with this Special Provision shall be considered included in the LUMP SUM cost of the project and no additional compensation will be allowed for any costs incurred.

PAINT PAVEMENT MARKING

This work shall consist of all labor, equipment and materials necessary to furnish and place paint pavement markings. Material shall conform to Section 1095 of the Standard Specifications or approved equal. Contractor to verify that material provided will be compatible with the Protective Surface Treatment material provided.

The proposed pavement markings are to match all the existing pavement markings within the limits of the project. Any and all markings damage by the work outside the limits shall be replaced as well.

The Contractor shall follow Standard Specifications and manufacturer's instructions for the placement of the material. Pavement shall be clean and dry. The Contractor shall not place materials when weather is foggy or rainy. The ambient temperature and relative humidity must meet manufacturer's requirements. Favorable weather conditions must be forecasted for 24 hours following application.

This work shall be accomplished under trail closure (see TRAIL CLOSURE).

This work will NOT be measured and paid for separately. Compliance with this Special Provision shall be considered included in the LUMP SUM cost of the project and no additional compensation will be allowed for any costs incurred.

APPROXIMATE QUANTITIES

The quantity outlined were based on aerial photography.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

St. Clair County Transit District

Bi-State Development (Metro)

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.