#### PROJECT SPECIFICATIONS AND PROVISIONS

# St. Clair County Transit District

# 2021 Trail Mowing and Trimming



## **NOTICE TO BIDDERS**

The St. Clair County Transit District will receive sealed bids for **2021 Trail Mowing and Trimming** until **8:30 a.m. on February 5, 2021**, at the office of the St. Clair County Transit District, 27 North Illinois Street in Belleville, Illinois. All bids will be publicly opened and read aloud at 9:00 a.m. on February 5, 2021. The sealed bids must be delivered to and received by the St. Clair County Transit District on or before 8:30 a.m., February 5, 2021.

The following Contract documents Project Specifications and Provisions and Proposal Packet can be obtained from the <a href="www.scctd.org">www.scctd.org</a> website or from the St Clair County Transit District during regular office hours between 8:00 am to 4:00 pm at the St. Clair County Transit District located at 27 North Illinois Ave Belleville, Illinois 62220

The proposed work consists of turf maintenance consisting primary of mowing and trimming along the bike trail at varying locations throughout Shiloh, Swansea, Belleville and Fairview Heights.

The successful bidder will be required to furnish a satisfactory Performance Bond or cashier's check in the amount equal to one complete mowing cycle as submitted on the bid proposal sheet.

Contractors may request permission 24 hours in advance to inspect the limits of the project using UTV equipment only. All request and questions shall be forwarded to Tony Erwin by email at terwin@scctd.ord.

No bid will be accepted nor opened, which has been received from any bidder who is not bid document holder of record, with the official bid issuing entity identified as the St. Clair County Transit District.

No Bidder may withdraw their bid for a period of thirty (30) days after the actual date of opening thereof. The St. Clair County Transit District reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding.

# **SPECIAL PROVISIONS**

#### **DESCRIPTION OF WORK**

Proposed work shall consist of furnishing all labor, equipment and materials necessary to maintain the turf and any other constituent vegetation in accordance with the height and appearance standards prescribed in this section, at all of the specified locations.

This contract is for mowing and trimming areas in and around existing bike trail, which are divided into individual sections described herein. The purpose of this contract is to effectuate timely turf maintenance through the provision of contractual services that avoids and otherwise prevents sites from becoming overgrown and unsightly in accordance with the height and appearance standards prescribed in this section.

#### SITE EXAMINATION

It is the responsibility of each bidder to visit each of the individual sections prior to the bid letting date to determine such details necessary to fully complete each mow site as specified. The selected Contractor shall be responsible for having the appropriate equipment and staff necessary to complete the work for each individual section as specified.

#### CONTRACT ADMINISTRATOR

The St. Clair County Transit District will assign a Contract Administrator to this contract. This individual will be the point of contact for the Contractor regarding any issues or concerns relating to the contract. The Contract Administrator will also be responsible for scheduling site visits with the Contractor, reviewing sites for completion, enforcement of contract provisions and the initial receipt of invoices as provided by the Contractor. The Contractor will be provided contact information for the Contract Administrator upon awarding of the contract and will be subsequently notified should the administrator change during the life of the contract.

#### **MOWING HEIGHT & FREQUENCY**

A 3.5 inch to 4.5-inch turf height range shall be maintained in each section to be mowed. Mowing frequency shall be scheduled so as to prevent the removal of no more than 1/3 of the height of the turf grass blades for any single mowing occurrence. Therefore, for a specified height of 3.5 inches, mowing operations would be performed before the turf reaches 4.5 inches in height. Under normal growing conditions maintaining a 4.5-inch turf height shall mean a frequency of maintenance of 7-10 days for most sections.

Turf height and that of any constituent vegetation is not always consistent in growth and appearance. Therefore, the sections shall be moved when 1/2 (50%) or more of the turf and any constituent vegetation reaches the specified height range unless otherwise specified by the St. Clair County Transit District to maintain an acceptable site appearance.

#### TRIMMING HEIGHT & FREQUENCY

A 3.5 inch to 4.5-inch turf height range shall be maintained in each section to be mowed. Mowing frequency shall be scheduled so as to prevent the removal of no more than 1/3 of the height

#### **GENERAL PROVISIONS**

- 1. The Contractor is responsible for visiting the various project sites prior to the commencement of work to determine such details necessary to fully complete the project in an acceptable manner as prescribed for each mowing or trimming occurrence.
- 2. Contractor is responsible for maintaining each section to the height specifications prescribed through routine and periodic turf maintenance consisting primarily of turf mowing and turf trimming.
- 3. Mowing is to be completed between the hours of 7am and 7pm.
- 4. Contractor is responsible for the selection and use of equipment most suited to the various sites. Some sites for example are periodically wet and will require walk behind mowers and string trimmers to complete.
- 5. The Contractor shall be responsible for hand or string trimming around objects and along turf edges during each mowing or trimming occurrence to maintain a consistent and completed appearance for each site. Detail edging along curb and sidewalk edges present at applicable sites shall be completed every mowing cycle with the use of a string trimmer and every 4<sup>th</sup> visit with a steel blade edger.
- 6. The Contractor shall be responsible for monitoring all litter and disposing of it properly prior to the commencement of each mowing event. <u>It is unacceptable to mow over litter.</u> This provision covers individual, random articles of litter such as paper and plastic that would be considered routine for that site. Excessive litter or illegal dumping will be reported by the Contractor to the Contract Administrator for resolution.
- 7. The Contractor shall be responsible for the removal of small twigs and branches less than 3 inches in diameter in size that have dropped onto the mowing site from adjacent trees during wind and weather events prior to the commencement of each mowing event. Large limbs or fallen trees, or illegally dumped limbs will be reported by the Contractor to the Contract Administrator for resolution.
- 8. The Contractor shall remove all grass clippings from sidewalks, roadways, parking lots and landscape beds at the completion of each mowing or trimming occurrence. Ideally mowing should be done in a manner that limits the amount of clippings that are dispersed in these areas.
- 9. The Contractor shall not allow grass clippings to be dispersed onto adjacent parked vehicles, equipment, buildings, HVAC components such as air conditioners, or drain inlets of any type.

- 10. The Contractor shall avoid damage to site elements that include but are not limited to Metro equipment, buildings, retaining walls, concrete, trees and landscaping.
- 11. The Contractor is expected to stay within the boundaries identified for each section.
- 12. The Contractor is solely responsible for the safety of the site during the completion of each mowing cycle.
- 13. Site storage of material or equipment is not permitted.
- 14. The Contractor is responsible for any site repairs and restitution that result from poor or negligent performance or equipment operation.
- 15. The Contractor will adhere to any additional instructions provided in the *Individual Section Descriptions and Instructions* special provisions.
- 16. General grounds maintenance work that goes beyond the scope of services as defined in this section may be requested. These additional tasks might include but are not limited to chemical or mechanical control of vegetation in hardscape and landscape areas or along fence lines (where not already specified for a site), site repairs such as rut repair, aeration and/or overseeding and the cleanup of excessive brush or litter or fallen trees. Such requests for additional work shall be generated by the Contract Administrator with a request for a cost estimate to be provided by the Contractor. The cost estimate shall be approved by the Contractor Administrator prior to additional work commencing. These specific additional requested grounds maintenance related services may be eligible for prevailing wage as determined in accordance with the Illinois Prevailing Wage Act.

#### CHEMICAL CONTROL OF VEGETATION

The Contractor may be required to apply herbicides to control unwanted vegetation throughout each section and along existing fences. The spray control width shall be limited to a kill area of a maximum of 6 inches unless otherwise approved by the owner. The Contractor or subcontractor shall be responsible for selecting and applying the appropriate herbicide most suitable to control the target vegetation at these sites in a safe and appropriate manner consistent with that herbicide's label instructions. The Contractor or subcontractor is responsible for possessing and maintaining the appropriate State of Illinois pesticide license and corresponding category (i.e. ROW) to apply these herbicides. The cost of this work shall be included as part of the trimming.

#### PERFORMANCE BOND

The successful bidder will be required to furnish a satisfactory Performance Bond or cashier's check in the amount equal to one complete mowing and trimming cycle as submitted on the bid proposal sheet (Schedule of Approximate Quantities and Bid Unit Prices).

#### **PERFORMANCE**

Sites will be periodically inspected by the Contract Administrator or other so designated inspection staff for adherence to all provisions provided for in this section. St. Clair County Transit District reserves the right to reduce or refuse payment for any site submitted by the Contractor for payment that has not been maintained as provided for in this section when said

performance deficiencies have been documented by the Contract Administrator or inspection staff. Unless the site has been grossly neglected, ongoing performance deficiencies of all types for each site will be addressed through the following process.

The first performance deficiency of any type will result in a verbal warning to the Contractor, the second deficiency of any type will result in a written warning to the Contractor, the third deficiency of any type will result in a 20% reduction in payment for that site when submitted for payment, the fourth deficiency of any type will result in a 20% reduction in payment for that site when submitted for payment and any continuing deficiencies of any type for that site will result in payment refusal for that site by the St. Clair County Transit District when submitted by the Contractor for payment until the identified deficiencies have been corrected by the Contractor. The Contractor may appeal in writing any reduction or refusal in payment to the St. Clair County Transit District Managing Director, whose decision shall be final in regards to any payment refusal or reduction for performance deficiencies.

Any ongoing and reoccurring inability to effectively maintain the contracted mowing cycle is considered a gross performance deficiency. The Contract Administrator will document, contact and subsequently work with the Contractor on the 1<sup>st</sup> and 2<sup>nd</sup> occurrences in a mowing season to resolve issues that might be preventing the Contractor from completing sites as specified. A 3<sup>rd</sup> occurrence in a mowing season will result in a written warning from the Contract Administrator with a subsequent meeting with the Contract Administrator and the St. Clair County Transit District Managing Director to resolve site completion issues. A 4<sup>th</sup> occurrence in a mowing season will result in a final 30 day notice issued by the St. Clair County Transit District Contract Administrator to resolve site completion issues with any subsequent failure by the Contractor to do so potentially resulting in contract revocation by the St. Clair County Transit District with the St. Clair County Transit District retaining the Contractor's performance bond.

#### **INVOICES**

The St. Clair County Transit District will pay all Contractor submitted invoices on a net 30 day basis. Invoices for site mowing and trimming will be submitted no sooner than every 14 days by the Contractor and by the close of business on the 2<sup>nd</sup> and 4<sup>th</sup> Monday's of each month. An approximately 30 day invoice cycle with an invoice being submitted every 4<sup>th</sup> Monday by the Contractor is also acceptable. The St. Clair County Transit District will have 72 hours to inspect sites for completion on each invoice before the invoice is submitted for processing and payment. The St. Clair County Transit District will inspect some or all sites for completion and any site specified on an invoice as completed that was not started or otherwise left incomplete shall not be paid and shall be considered a performance deficiency by the Contractor. Under no circumstances will the Contract Administrator be authorized to pre-pay a site for completion or for the partial completion of a site. Only fully completed sites at the time of the invoice date shall be submitted for payment by the Contractor.

An invoice template consisting of a Microsoft Excel Spreadsheet will be provided for the Contractor to complete and submit. If the Contractor elects to use their own invoice then said invoice shall include the following features: invoice number, invoice date, individual listing of each site with corresponding cost and account reference along with the date each site was

completed. Invoices shall be emailed to the Contract Administrator via the contact email provided to the Contractor.

#### COMPLETION DATE FOR EACH OCCURENCE

Each occurrence of turf mowing and/or trimming for each individual section, as described herein and shown on the *Site Aerial Photos* shall be completed in two work days from the start of each occurrence or will otherwise be deemed as incomplete. Incomplete work shall not be invoiced or paid. No time extensions will be given due to poor weather conditions.

#### **METROLINK SAFETY**

The Contractor's employees and subcontractor's employees shall be required to attend and pass Metro's Tier One training session. Classes are free of charge and are held twice per month. For more information on the class, please contact Andrew J. Ghiassi with Metro Transit at 314-982-1400 or email at aighiassi@bistatedev.org obtain a training schedule.

For standard mowing and trimming as described in these provisions, the Contractor will not be required to obtain a weekly Work Permit from Metro. If additional work is undertaken, the scope of the work shall be discussed with the Contractor Administrator and/or Metro Safety to determine if a Work Permit will be necessary.

#### SAFETY AND PROTECTION

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

- All patrons of the trail system and patrons of the MetoLink light rail system
- All employees on the Work Site and other persons and organizations who may be affected thereby:
- All the work, materials and equipment to be incorporated therein, whether in storage on or off site; and
- Other property at the site adjacent thereto, including but not limited to trees, vehicles, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities.

The 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. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the 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 anyone for whose acts either of them may be liable, shall be remedied by the Contractor (except damage or loss attributable

to the fault of drawings or specifications or to the acts or omissions of the St. Clair County Transit District or anyone employed therein or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor). The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such as the all the work is completed, and the St. Clair County Transit District has issued a notice to the Contractor that the work is acceptable.

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the St. Clair County Transit District, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the St. Clair County Transit District prompt, written notice if the Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If the St. Clair County Transit District determines that a change in the contract documents is required because of the 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.

The Contractor shall protect both vehicular and pedestrian traffic from any and all hazards arising out of the performance of this work. This includes barricades and signing as necessary.

#### **INDEMINIFICATION**

To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the St. Clair County Transit District, their agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of the St. Clair County Transit District's attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work specified in this contract, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused whole or in part by any negligent act or omission of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by laws and regulations regardless of the negligence of any such party.

In any and all claims against the St. Clair County Transit District or any of their consultants, agents, or employees by an employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or finish any work or anyone for whose acts any of them may be liable, the indemnification obligation stated above 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 any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

The obligations of the Contractor shall not extend to the liability of the St. Clair County Transit District or their consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

The Contractor will be required to obtain protective liability insurance that includes the terms of these indemnity provisions and name the St. Clair County Transit District as additional insured.

#### **QUANTITIES**

All quantities identified in this bid package have been estimated by the St. Clair County Transit District. It is the Contractor's responsibility to verify all quantities to ensure completeness and accuracy of the bid. The Contractor shall note any corrections / changes to the quantities scheduled in the final bid package. Each occurrence of completed turf maintenance (trimming and/or mowing) for each individual section will be paid at the unit price shown in the proposal by the Contractor.

#### **DISPOSAL OF MATERIALS**

All materials for disposal shall be removed from the site and properly disposed of by the Contractor. The cost for doing this work shall be included in the bid prices and no additional compensation will be allowed. Site monitoring and cleaning as described in the *General Provisions* shall commence prior to each mowing occurrence.

#### SITE ACCESS

Some sites may be secured, and it is Contractor's responsibility to supply their own padlock that can be "daisy chained" into any existing padlocks to allow the Contractor access to the site or a key may be assigned. Initial coordination and placement of Contractor locks at secured locations will be provided by the Contract Administrator.

#### PROJECT COORDINATION

A mandatory meeting shall be scheduled within one week of the contract ratification between the Contractor and the St. Clair County Transit District to determine a start date. All work is to be scheduled through the Contract Administrator.

#### **CONTRACT RENEWEAL**

Should the Contractor and the St. Clair County Transit District so desire, this contract may be renewable on an annual basis.

#### INDIVIDUAL SECTION DESCRIPTIONS AND INSTRUCTIONS

The following are all sections of trail currently operated and maintained by the St Clair County Transit District. The limits of the mowing for all sections will be a minimum horizontal distance of 15 feet each side of the trail or unless otherwise directed by the St Clair County Transit District. All trash and debris will be picked up and disposed of by the contractor at the time of mowing and will not be mowed over.

#### Section 1 - Fairview Heights MetroLink Station to Lebanon Rd

- The Contractor will be responsible for all mowing.
- Blade height shall be maintained in accordance with *Mowing Height & Frequency* special provision.
- Frequency of occurrence will be dependent on growing conditions, but during normal conditions, a mowing frequency of 7 to 10 days can be expected.
- Mowing for this section shall begin from the south end of the MetroLink Parking Lot and extending to the north edge of pavement of Lebanon Road
- Width of mowing to be approximately 15' adjacent to or between the fences
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out and away of the trail, street, sidewalks, and landscape beds at the end of each site visit.

#### Section 2 – Lebanon Rd to Memorial MetroLink Station

- The Contractor will be responsible for all moving.
- Blade height shall be maintained in accordance with *Mowing Height & Frequency* special provision.
- Frequency of occurrence will be dependent on growing conditions, but during normal conditions, a mowing frequency of 7 to 10 days can be expected.
- Mowing for this section shall begin from the south side of 161 at the point where the trail
  meets the SWIC trail including the entire bridge cone to the Metro fence.
- Width of mowing to be approximately 15' adjacent to or between the fences of the trail
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out and away of the trail, street, sidewalks, and landscape beds at the end of each site visit.

#### Section 3 – Memorial Hospital MetroLink Station to Sullivan Drive

- The mowing for this section will be completed by the City of Belleville.
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit. Clippings shall not be allowed to blow onto parked vehicles.

#### Section 4 – Sullivan Drive to IL Route 161 near High Mount School

- The mowing for this section will be completed by the Village of Swansea.
- The Contractor shall be responsible for all trimming.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit. Clippings shall not be allowed to blow onto parked vehicles.

# Section 5, 5.1, 5.2 – IL Route 161 (High Mount School) to Lebanon Ave, IL Route 161 (High Mount School) to MetroLink Trail Connection, MetroLink Trail to North side of NSRR at Village of Swansea WWTP

- The mowing for this section will be completed by the Village of Swansea and the City of

  Belleville
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit. Clippings shall not be allowed to blow onto parked vehicles.
- This will include the connector trail near High Mount School/IL Route 161.
- This will include the connector trail to Richland Creek Bikeway near NSRR to the north side of the NSRR Bridge.

#### Section 6 – Lebanon Avenue to East Main Street

- The mowing for this section will be completed by the City of Belleville.
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail,

street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit. Clippings shall not be allowed to blow onto parked vehicles.

#### Section 7 - East Main Street to East End of South McKinley Drive

- The mowing for this section will be completed by the City of Belleville.
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit. Clippings shall not be allowed to blow onto parked vehicles.
- This will include the connector trail to Carlyle Avenue, elevated trail sections, and lower areas adjacent to the large modular retaining walls

#### SECTION 8 - South McKinley Drive to Green Mount Road

- The mowing for this section will be completed by the City of Belleville.
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit. Clippings shall not be allowed to blow onto parked vehicles.
- The pavilion and bike repair station shall be included in this section for trimming
- This will include the connector trail to Green Mount Road.
- Decorative grass located on the bridge cone shall be cut back and debris removed.
- The contractor shall be required to trim both sides of the Fox Valley connector trail

#### SECTION 9 - Green Mount Road to Brookhill Estates

- The mowing for this section will be completed by the City of Belleville.
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit. This includes inside the entire loop trail east of the Green Mount Road bike trail bridge

#### SECTION 10 - SWIC Nature Trail from MetroLink Trail to South SWIC Entrance

- The mowing for this section will be completed by the SWIC.
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit. This includes the trimming of limbs and brush within the trail area and 10 feet each side of trail to include 8 feet above the trail to prevent obstructions to the patrons.

#### SECTION 11 - MetroLink College Station to South Side of IL 161

- The moving for this section will be completed by the SWIC.
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit.

#### SECTION 12 - IL Route 161 at YMCA to NSRR at Shiloh Station Road

- The Contractor will be responsible for all mowing.
- Blade height shall be maintained in accordance with *Mowing Height & Frequency* special provision.
- Frequency of occurrence will be dependent on growing conditions, but during normal conditions, a mowing frequency of 7 to 10 days can be expected.
- Mowing for this section shall begin from the south side of 161 at a the point where the trail meets the SWIC trail including the entire bridge cone to the Metro fence.
- Width of mowing to be approximately 15' adjacent to or between the fences of the trail
- The area along Shiloh Station Road shall be mowed from the edge of the Shiloh Station Road to 15' adjacent to the west side of the trail
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, and landscape beds at the end of each site visit.

#### SECTION 13 - NSRR at Shiloh Station Rd to Shiloh Scott MetroLink Station

- The Contractor will be responsible for all mowing.
- Blade height shall be maintained in accordance with *Mowing Height & Frequency* special provision.
- Frequency of occurrence will be dependent on growing conditions, but during normal conditions, a mowing frequency of 7 to 10 days can be expected.
- Width of mowing to be approximately 15' adjacent to or between the fences of the trail
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit.

#### SECTION 14 - MetroLink Trail to Fox Valley Ln

- The Contractor will be responsible for all <u>mowing</u>.
- Blade height shall be maintained in accordance with *Mowing Height & Frequency* special provision.
- Frequency of occurrence will be dependent on growing conditions, but during normal conditions, a mowing frequency of 7 to 10 days can be expected.
- Width of mowing to be approximately 15' adjacent to or between the fences of the trail
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit.

#### SECTION 15 - Fox Valley Ln to Mascoutah Ave to Green Mount Ln

- The Contractor will be responsible for all mowing.
- Blade height shall be maintained in accordance with Mowing Height & Frequency special provision.
- Frequency of occurrence will be dependent on growing conditions, but during normal conditions, a moving frequency of 7 to 10 days can be expected.
- Width of mowing to be approximately 15' adjacent to or between the fences of the trail to include the area from the edge of Mascoutah Ave to the edge of the trail
- The contractor shall be responsible for mowing the entire parcel area of the open park (parcel # 08-26.0-400-001) between Mascoutah Ave south to Green Mount Lane.
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks,

emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit.

# SECTION 16 – Green Mount Ln to Belle Valley School at connection to track & field to include parcel 08-26.0-601-003

- The Contractor will be responsible for all mowing.
- Blade height shall be maintained in accordance with *Mowing Height & Frequency* special provision.
- Frequency of occurrence will be dependent on growing conditions, but during normal conditions, a mowing frequency of 7 to 10 days can be expected.
- Width of mowing to be approximately 15' adjacent to or between the fences of the trail to include the area from the edge of Green Mount Ln to the south edge of the trail
- The Contractor shall be responsible for all trimming.
- Trimming shall occur once every 3 weeks or as directed by SCCTD.
- Trimming shall be performed as necessary to maintain a neat, professional image and shall include bridge piers, abutments and slope walls, fencing, trails, sidewalks, emergency call boxes, and curbs. All grass clippings must be blown out of the trail, street, sidewalks, curb, parking lot areas and landscape beds at the end of each site visit.

# **PROPOSAL**

#### 2021 TRAIL MOWING AND TRIMMING

To: The St. Clair County Transit District
Managing Director and Board

The undersigned, having familiarized (himself) (itself) (themselves) with the local conditions affecting the cost of the work and with the Contract Documents, including the Notice to Bidders, General Conditions, Special Provisions, Specifications for Workmanship and Materials, Proposal, Form of Contract, Form of Bonds, etc., and with the plans and addenda on file in the Office of the St. Clair County Transit District in Belleville, Illinois, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required in connection with the **2021 Trail Mowing and Trimming** for the St. Clair County Transit District in Belleville, Illinois, all in accordance with the Plans and Specifications, including:

ADDENDA NUMBER	DATE

issued thereto and acknowledged herein, for the unit prices given in the following SCHEDULE OF QUANTITIES AND BID UNIT PRICES:

# **PROPOSAL**

#### SCHEDULE OF APPROXIMATE QUANTITIES AND BID UNIT PRICES

Price shall include all work required per occurrence to maintain the site as provided for in the Project Specifications and Special Provisions.

Section	Location	Task	Length of Trail (Feet)	Price per Occurrence
1a	Fairview Heights MetroLink Station to Lebanon Rd	Mowing	3775	\$
1b	Fairview Heights MetroLink Station to Lebanon Rd	Trimming	3775	\$
2a	Lebanon Rd to Memorial MetroLink Station	Mowing	14,770	\$
2b	Lebanon Ave to Memorial MetroLink Station	Trimming	14,770	\$
3	Memorial MetroLink Station to Sullivan Drive	Trimming	5,360	\$
4	Sullivan Drive to IL Route 161 (High Mount School)	Trimming	7,315	\$
5 5.1 5.2	IL Route 161 (High Mount School) to Lebanon Ave IL 161(High Mount School) to MetroLink Trail Connection MetroLink Trail to North side of NSRR at Village of Swansea WWTP	Trimming Trimming Trimming	4,340 350 680	\$
6	Lebanon Ave to East Main Street	Trimming	4,521	\$
7	East Main Street to East End of South McKinley Drive	Trimming	3,431	\$
8	East End of South McKinley Drive to Green Mount Road MetroLink Trail Connector to Green Mount Road	Trimming	8,228 480	\$
9	Green Mount Road to Brookhill Estates	Trimming	1,720	\$

### St. Clair County Transit District 2021 Trail Mowing and Trimming

Section	Location	Task	Length of Trail	Price per Occurrence
10	10 SWIC Nature Trail from MetroLink Trail Connection to South SWIC Entrance		1,820	\$
11	MetroLink College Station to South Side of IL Route 161	Trimming	775	\$
12a	IL Route 161 at YMCA to NSRR at Shiloh Station Road	Mowing	10,010	\$
12b	IL Route 161 at YMCA to NSRR at Shiloh Station Road	Trimming	10,010	\$
13a	NSRR at Shiloh Station Rd to Shiloh Scott MetroLinkStation	Mowing	7,430	\$
13b	NSRR at Shiloh Station Rd to Shiloh Scott MetroLinkStation	Trimming	7,430	\$
14a	MetroLink Bike Trail South to Fox Valley Ln	Mowing	310	\$
14b	MetroLink Bike Trail South to Fox Valley Ln	Trimming	310	\$
15a	Fox Valley Ln to Mascoutah Ave to Green Mount Ln	Mowing	2,774	\$
15b	Fox Valley Ln to Mascoutah Ave to Green Mount Ln	Trimming	2,774	\$
16a	Green Mount Ln to Belle Valley School at connection to track & field to include parcel 08-26.0-601-003	Mowing	4,400	\$
16b	Green Mount Ln to Belle Valley School at connection to track & field to include parcel 08-26.0-601-003	Trimming	4,400	\$
	Grand Total			\$

# **PROPOSAL**

#### CONTRACTOR PREBID CHECKLIST

The following checklist shall be completed by the Contractor and returned with their bid. If the answer to each question is "Yes", the Contractor would be deemed capable of fulfilling the needs of the Contract. If the answer is "No" to any of the questions, the Contractor should refrain from participating in the bid process. The Contractor must be prepared to provide proof of each item within 24 hours of the bid opening.

REQUIREMENT				
1. 2. 3.	Does the	Contractor possess \$1 million worth of Protective Liability Insurance? Contractor possess three (3) professional references? Contractor possess the proper equipment? (see below- and check box)	Yes/ No Yes/ No Yes/ No	
	0	Commercial grade walk behind mower w/ a minimum 36" cutting width*		
	0	Commercial grade zero turn mower or alternate**		
	0	Commercial grade string trimmers		
	0	Commercial grade blowers or power broom		
4.		Contractor have reliable transportation to and from each site?***	Yes/ No	
5.	5. Does the Contractor possess the appropriate State of Illinois pesticide & herbicide application license (Commercial Applicator w/ ROW and/or TURF Categories) or have access to a subcontractor with a license to treat vegetation as specified in the <i>Project</i>			
		tions and Provisions?****	Yes/ No	
	Illinois P	esticide License #		
6.		intractor capable of handling general grounds maintenance as described in the Special Provisions?*****	Yes/ No	
7.		ntractor capable of handling the workload as described in the Special Provisions?	Yes/ No	

- a) The conditions of the site may require the use of the walk behind mower (ex. Wet conditions, around trees & landscape beds, or due to the slope of the site.
- Use of a zero turn or riding mower is not required, but the mower must be capable of handling the site conditions.
- c) There will be no on-site storage of equipment or materials.
- d) A copy of the Contractor's license will be required by the St. Clair County Transit District prior to the contract being awarded.
- The Contractor may be called upon to remove fallen branches, landscape maintenance or other sitespecific tasks

# **PROPOSAL**

#### NON-COLLUSION AFFIDAVIT

The bidder, by its officers and their authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, nor with any public officer of the ST. CLAIR COUNTY TRANSIT DISTRICT whereby such affiant or affiants, or either of them, has paid or is to pay to such other bidder or public officer any sum of money; nor has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants; or either of them, has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids; nor any inducement of any form or character, other than that which appears upon the face of the bid, will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract; nor has this bidder entered into any agreement or understanding of any kind whatsoever, with any per son, in any way or manner, for any of the proceeds of the contract sought by this bid.

BIDDER - COMPANY	BY:SIGNATURE			-
ADDRESS	TITLE		DATE	_
CITY / STATE / ZIP				
Subscribed and sworn to before me	this	day of	,	2020.
My commission expires:	<del></del>	NOTARY PUBLIC		

<u>NOTE</u>: Bidders should not add any conditions or qualifying statements to this bid, as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

# **CONTRACT**

#### 2021 TRAIL MOWING AND TRIMMING

INSTRUCTIONS FOR EXECUTING CONTRACTS: If the Contract is signed by the secretary of the corporation, the following certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary, or assistant secretary, under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted, and the Contract be signed with his official signature. Please have the name of the signing party or parties typewritten, or printed, under all signatures to the Contract.

If the Contractor is operating as a partnership, each partner should sign the Contract. If the Contract is NOT signed by all partners, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's (signers') authority to sign such Contract for-and-in-behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's authority to execute such Contract for-and-in-behalf of the Contractor.

If the Contractor is a corporation, the following certificate should be executed:

l,	certify that I am the Secretary of the	
Corporation,	andthat	
	who signed the foregoing Contract on behalf	
of the Contractor, was then	of said Corporation; that	
said Contract was duly signed for a	and in-behalf of said Corporation by authority of its	
governing body, and is within the se	cope of its corporate powers.	

# **CONTRACT**

#### 2021 TRAIL MOWING AND TRIMMING

THIS CONTRACT, made the	_day of	,2021, by and
between		_, hereinafter called the
"Contractor", and the St. Clair County	Transit District hereina	after called the "Owner".
WITNESSETH, that the Contractor and nerein agree as follows:	the Owner, for the co	nsideration stated

SCOPE OF WORK: The Contractor shall perform everything required to be performed, and shall provide and furnish at his sole cost and expense all the labor, tools, materials (except as otherwise specified), expendable equipment, transportation services, bonds, and insurance required for 2021 TRAIL MOWING AND TRIMMING all in strict accordance with the Contract Documents, including any and all addenda, prepared by the St. Clair County Transit District, in these Contract Documents referred to as Owner, which Plans and Specifications and other Contract Documents are hereby made a part of this Contract; and the Contractor shall do everything required by this Contract and the other Documents constituting a part hereof.

THE CONTRACT PRICE: The Owner shall pay the Contractor for the performance of the work complete in place; the accepted price submitted by the Contractor pursuant to the "Notice to Bidders", the Owner having accepted the Contractor's proposal as the lowest and best bid. The accepted price shall be set out on the proposal sheets bound in this Proposal package, which proposal sheets are hereby, by reference, made as much a part of this Contract as if repeated verbatim herein.

TIME OF COMPLETION: The Contractor agrees to commence the work after being given the final start date by the ST. CLAIR COUNTY TRANSIT DISTRICT as dictated by weather, site conditions and growing conditions (usually no earlier than April 1) and to diligently prosecute the work in such a sequence and manner as to complete the work in all detail ready for continuous and successful operation at the end of the work day for each mowing.

In case the Contractor shall fail to complete the work or any part thereof according to the terms of this Contract, then, and in such case, the Owner reserves the right and is hereby authorized to declare this Contract forfeited and to rebid the unfinished portion thereof in the manner provided by law, and such person or persons to whom such work shall have been rebid shall be and are hereby authorized to complete said portion of the work without hindrance from the Contractor. And the Contractor shall be liable, in case of nonperformance of this Contract, or any part thereof, and hereby agrees to pay said Owner, as damages, all the costs, charges and expenses attending such reletting, and also such sums or amounts as it shall cost to complete the said Contract over and above the amounts hereby agreed for the various items therefor.

COMPONENT PARTS OF THIS CONTRACT: This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- Notice to Bidders
- · Project Specifications and Special Provisions
- Addenda Numbers: \_\_\_\_\_, \_\_\_\_, \_\_\_\_\_
- Contractor's Proposal
- This Contract
- Performance Bond
- The Substance Abuse Prevention On Public Works Act certification
- Illinois Human Rights Act Certificate

CONTRACT PROVISION: The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or his employees; or any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the Owner, harmless against all suits and actions of every name and description brought against said Owner for, or on account of any such injuries to real or personal property, or injuries received, or death sustained by any person or persons, caused by said Contractor, his servants, agents, or employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this Contract as shall be considered necessary by the Owner may be retained by said Owner to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Owner.

ACCEPTANCE AND FINAL PAYMENT: Upon receipt of written notice that the work is ready for final inspection and when the St. Clair County Transit District finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and has been accepted by him under the terms and conditions thereof. Before issuance of final certificate the Contractor shall submit to the Owner satisfactory evidence and affidavits that all payrolls, material bills, subcontractors and other indebtedness have been paid.

The St. Clair County Transit District, upon issuance of the final certificate that the work provided for in this Contract has been completed under the terms and conditions thereof and if the St. Clair County Transit District is satisfied that all work has been completed in a satisfactory manner and according to the terms and conditions of the Contract, will deliver to the Contractor final payment according to the final estimates furnished by the St. Clair County Transit District, said final payment to be made payable thirty (30) days from the date of final acceptance of the work by the Owner.

To each of the conditions and stipulations of this Contract, the undersigned each for himself, binds itself, its successors and assigns. IN WITNESS WHEREOF, the St. Clair

(SEAL)	BIDDER - COMPANY NAME		
	ADDRESS		
	CITY / STATE / ZIP		
BY: SIGNATURE	ATTEST:	ATURE	
TITLE	DATE TITLE	DATE	
(SEAL)	ST. CLAIR COUNTY TRA 27 NORTH ILLINOIS AV	ANSIT DISTRICT, ILLINOIS ENUE	
	BELLEVILLE, ILLINOIS 6	52220	
BY:			
ST. CLAIR COUNTY TRANSIT MANA	GING DIRECTOR	DATE	
ATTEST:			
		DATE	

County Transit District, and the Contractor have hereunto respective set their names the day and year first written above.

# **PERFORMANCE BOND**

KNOW YE ALL MEN BY THESE PRESENTS: That we, the undersigned,
asPRINCIPAL,and
asSURETYwith
authority to do business in Illinois, are held firmly bound unto the St. Clair County Transit
District, Illinois, in the penal sum of
Dollars (\$) lawful money of the United States for the payment of which,
well and truly to be made, we bind ourselves jointly and severally, and our joint and
several heirs, executors, administrators and assigns, firmly by these presents
day of, 2021.
THE CONDITIONS OF THIS OBLIGATION are such that, the above-named
PRINCIPAL did, on day of, 2021 enter into a written
Contract for 2021 TRAIL MOWING AND TRIMMING with the St. Clair County Transit District, Illinois, in accordance with the plans and specifications approved and adopted by said St. Clair County Transit District, which are made a part of this Bond. 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 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

NOW THEREFORE, if the above names and bounden shall well and faithfully do and perform the work of said Contract in all respects according to the time, terms and conditions specified in said Contract and in accordance with all requirements of law, and shall promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service and materials furnished then this obligation shall be void; otherwise to remain in full force, virtue and effect.

performance of such work during the time thereof and until such work is completed

and accepted.

INTESTIMONY WHEREOF, w	∕e have he≀	reunto set our hands and	seals this	day
of 20	021.			
(SEAL) PRINCIPAL				
(		COMPANY NAME		
	<u> </u>	ADDRESS		_
		CITY / STATE / ZIP		<del></del> ,
BY:SIGNATURE		ATTEST:		
TITLE	DATE	TITLE	DATE	
(SEAL) SURETY		SURETY COMPANY NAME		
	BY:	ATTORNEY-IN-FACT		maccommuni
Subscribed and sworn to befor 2021.	re me this <sub>.</sub>	day of		_,
My commission expires:	E	NOTARY PUBLIC	C	<del></del>

Approved this	day of	, 2021.
ST. CLAIR COUNTY 1	RANSIT DISTRICT, ILLI	INOIS
27 NORTH ILLINOIS	AVENUE	
BELLEVILLE, ILLINOI	S 62220	
BY:		
ST. CLAIR COUNTY TRANSIT	MANAGING DIRECTOR	DATE
ATTEST:		
	SAME AND ADDRESS OF THE SAME A	DATE

#### THE SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT, PUBLIC ACT 95-0635

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the act.

A.	The undersigned representative of the Contractor/Subcontral has signed collective bargaining agreements that are in efficient with the subject matter of Public Act 95-0635.	<del>-</del>
	CONTRACTOR/SUBCONTRACTOR	
	NAME OF AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)	
	TITLE OF AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)	
	SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
В.	The undersigned representative of the Contractor/Subcont has in place for all of its employees not covered by a colle with the subject of the Act, the attached substance abuse exceeds the requirements of Public Act 95- 0635.	ctive bargaining agreement that deals
	CONTRACTOR/SUBCONTRACTOR	
	NAME OF AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)	
	TITLE OF AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)	
	SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE