

PROJECT SPECIFICATIONS AND PROVISIONS

St. Clair County Transit District

SCHEEL STREET TREE CLEARING & RESTORATION

January 2023



NOTICE TO BIDDERS

The St. Clair County Transit District will receive sealed bids for **Scheel Street Tree Clearing & Restoration** until **9:30 a.m. on February 14, 2023**, at the St. Clair County Belleville MetroLink Station located at, 718 Scheel Street in Belleville, Illinois, Suite C. All bids will be publicly opened and read aloud at 9:35 a.m. on February 14, 2023. The sealed bids must be delivered to and received by the St. Clair County Transit District on or before 9:30 a.m., February 14, 2023.

The following Contract documents Project Specifications and Provisions and Proposal Packet can be downloaded and obtained from the www.scctd.org website by clicking on “NEWS” and “RFPS”. In the event a copy cannot be obtained from the website a copy can be obtained by appointment 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

Proposed work shall consist of furnishing all labor, equipment and materials necessary to clear all trees, remove stumps, brush, concrete, trash, final grade, seed, fertilize and mulch at the specified locations.

No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in construction on this project.

All work shall be performed in accordance with the Standard Specifications for Road and Bridge Construction issued by the Illinois Department of Transportation, as well as the Standard Specifications for Water and Sewer Construction in Illinois, edition in effect at the time of the bid.

Each Bidder must deposit with his bid, security in the amount of not less than five percent (5%) of the Bidder's total bid price, such security being an acceptable bid bond, certified check, or cashier's check. The successful Bidder will be required to furnish a satisfactory Performance Bond in the full amount of the bid.

Contractors are to inspect the limits of the project prior to bidding. All request and questions shall be forwarded to Tony Erwin by email at terwin@scctd.org on or before February 9, 2023.

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

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", the "Supplemental Specifications and Recurring Special Provisions", Edition in effect on the date of the invitation for bids; and which apply to and govern the construction of the improvements subject hereof and, in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. All references to IDOT & Engineering in the "Standard Specifications for Road and Bridge Construction shall be replaced by the St. Clair County Transit District.

DESCRIPTION OF WORK

Proposed work shall consist of furnishing all labor, equipment and materials necessary to clear all trees, remove stumps, brush, concrete, trash, final grade, seed, fertilize and mulch at the specified locations.

SITE EXAMINATION

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

BIDDER ELIGIBILITY AND ISSUANCE OF BID DOCUMENTS

Bid documents will be issued only to those prospective bidders who meet all of the eligibility requirements as specified in these bid documents. Proof of eligibility may be required from the prospective bidder prior to issuance of the bid documents.

No bid will be accepted nor opened which has been received from any bidder who is not a bid document holder of record with the official bid document issuing entity identified in the Notice to Bidders.

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.

PROTECTION OF EXISTING FACILITIES

The Contractor shall maintain and protect all existing facilities, both on-site and off-site, including but not limited to utilities, roadways, parking areas, landscaping, lawns and buildings which are not scheduled for removal or replacement under this project. The Contractor shall provide any required sheeting, shoring, covering or other means and methods to protect existing facilities. The Contractor shall bear all costs and make all arrangements to repair or replace, any existing facility, both on-site and off-site, damaged as a result of construction, which is not scheduled for removal or replacement as part of this project.

GENERAL PROVISIONS

1. The Contractor is responsible for visiting the project sites prior to the commencement of work to determine such details necessary to fully complete the project in an acceptable manner.
2. All work shall be completed in accordance with the IDOT Standard Specification current edition in effect at the time of bidding.
3. The Contractor shall be responsible for removing all concrete material and trash and disposing at an approved facility.
4. The Contractor is responsible for any site repairs and restitution that result from poor or negligent performance or equipment operation.
5. The Contractor will adhere to any additional instructions provided in the *Individual Section Descriptions and Instructions* special provisions.

PREVAILING WAGES

No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in the accomplishment of this project. On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates. At the time of each payment request, the Contractor must submit copies of certified weekly payrolls as proof of compliance with prevailing wage rates. Payment will not be made without submittal of this documentation and full compliance with the prevailing wage rates. For additional information, please visit the Illinois Department of Labor's Web Site at www.state.il.us/agency/idol.

TREE CLEARING & SITE GRADING

No grading plan has been completed for the properties in question. The final grading for each lot shall be as follows:

Parcel 08-22.0-125-017 & 018 – 612 Walnut St & 614 N Douglas Ave - All trees existing on the two (2) parcels shall be cleared of all trees, stumps and brush material. All disturbed areas shall be graded and clean fill added where necessary so that it does not hold/trap water and has a smooth transition from the streets and from the adjoining properties as to not to cause conflict, drainage, maintenance issues etc. All disturbed areas are to be graded to drain, seeded, fertilized and mulched.

Parcel – 08-22.0-126-027 & 029 – 610 Benton St & Scheel St - All trees excluding those marked with white paint ribbon on the existing two (2) parcels shall be cleared of all trees, stumps and brush material to include all disturbed areas shall be graded and clean fill added where necessary so that it does not hold/trap water and has a smooth transition from the streets and from the adjoining properties as to not to cause conflict, drainage, maintenance issues etc. All disturbed areas are to be graded to drain, seeded, fertilized and mulched.

Parcel – 08-22.0-126-027 & 029 – 610 Benton St & Scheel St – Aggregate driveway, concrete pad and concrete walk removal. All aggregate driveways shall be removed and backfilled with clean fill to a final grade the area does not hold water. All the disturbed areas are to be graded to drain, seeded, fertilized and mulched.

Parcel – 08-26.0-601-002 – The location of the tree to be removed is on the NW corner of Cool Valley Dr and Green Mount Ln adjacent to this parcel. One (1) tree shall be removed to include the stump and brush material. All disturbed areas shall be graded and clean fill added where necessary so that it does not hold/trap water and has a smooth transition from the streets and from the adjoining properties as to not to cause conflict, drainage, maintenance issues etc. All disturbed areas are to be graded to drain, seeded, fertilized and mulched.

All tree stumps shall be ground to a minimum of one (1) foot below the surface and all ground material removed as well as brush material and clean fill added and graded as described above.

Note: All trees with a white painted circle are to remain, but are to be crown raised to approximately 20 feet and a Class 1 Deadwood (Remove all dead and hazards branches). Please reference the St Clair County GIS Map to verify property and estimated property line location.

SEEDING, FERTILIZER AND MULCH

The work covered by this section consists of furnishing all plant, labor, tools and equipment, and performing all operations necessary for seeding, fertilizing and mulching.

SEEDING, FERTILIZER AND MULCH shall be done on all areas disturbed due to construction in accordance with Sections 250 and 251 of the Standard Specifications, except as shown on the plans, as stated below and/or as directed by the Engineer. All mulch shall be applied using Method 2 and securely stabilized and seed shall conform to the following requirements or approved equal:

Species

Inferno Tall Fescue or Tarheel II Tall Fescue	100 lbs. / acre
Perennial Ryegrass	50 lbs. / acre
Creeping Red Fescue	40 lbs. / acre
Red Top	10 lbs. / acre
Oats	50 lbs. / acre
	250 lbs. / acre

Noxious Weed Seeds 0%

Less than 1% other crop seeds and inert matter.

The Contractor shall guarantee a minimum of 90 percent uniform growth over the entire seeded area(s). Area sustaining less than 90 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost.

Prior to seeding, the top 6" of all seedbeds shall be free from ALL rocks, roots and other foreign debris. The site shall be inspected by the Engineer prior to seeding to verify that the backfill is in compliance with the above. Any re-grading or dressing up of the site which has been previously graded due to nonconformance of the above requirements shall be included in the cost of seeding and no additional compensation will be allowed.

INVOICES

The St. Clair County Transit District will pay the Contractor submitted one (1) time Lump Sum Invoice when all work has been completed and accepted by St Clair County Transit District. In the event the work cannot be completed within the contract period due to circumstances out of the control of the Contractor a 50% partial payment will be warranted.

COMPLETION TIME

All work shall be completed within twenty (20) calendar days from the date of the Notice to Proceed.

METROLINK SAFETY – This section is not applicable to this project

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.

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 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.

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 Lump Sum bid price and no additional compensation will be allowed.

SITE ACCESS

Site access for this project will be from Scheel Street and Benton Street.

PROJECT COORDINATION

All coordination and shall be through the Contract Administrator or their representative.