

Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY

Contractor's Name

		Street		P.O. Box
		0.1	<u> </u>	7'- 0 -
		City	State	Zip Code
STATE	OF ILLINOIS			
COUNTY OFSt. Cla	air County			
St. Clair County T	ransit District (SC	CTD)		
(Name of City, Village	ge, Town or Road Distr	rict)		
FOR THE IM	IPROVEMENT OF			
STREET NAME OR ROUTE NO. Belle	ville Station HVAC	Replacement		
SECTION NO. NA		·		
TYPES OF FUNDS Loc				
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.

NOTICE TO BIDDERS

County	St. Clair
_ocal Public Agency	SCCTD
Section Number	NA
Pouto	

		rtouto	-			
Sealed proposals for the improvement described below will be received	eived at the o	office of SCC	TD,			
27 N. Illinois Street, Belleville, IL	until	1:30 PM	on	July 12, 2023		
Address		Time		Date		
Sealed proposals will be opened and read publicly at the office of	SCCTD					
27 N. Illinois Street, Belleville, IL	at	1:35 PM	on	July 12, 2023		
Address		Time		Date		
DESCRIPTION OF WORK						
Name Belleville Station HVAC Replacement	Lei	ngth: fe	eet	(miles) Location		
Belleville IL						
Proposed Improvement Remove and Replace existing roof top HV	'AC units.					
Plans and proposal forms will be available on the St Clair County website www.scctd.org.						

2. 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.

Address

- 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.
- 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.
- 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, May17, 2019. 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.

 BLR 12200

PROPOSAL

County St. Clair

Local Public Agency SCCTD

Section Number NA

Route

1.	Proposal of			
	for the improvement of the above section by the construction of	the removal and replace systems	ement of the existing roof top HVA	<u>C</u>
	a total distance ofNAfeet, of which a distance of	NA feet, (miles) are to be improved.	
2.	The plans for the proposed work are those prepared by and approved by the Department of Transportation on SCCTI			
3.	The specifications referred to herein are those prepared by the I "Standard Specifications for Road and Bridge Construction" and Provisions" thereto, adopted and in effect on the date of invitation	the "Supplemental Speci	ition and designated as fications and Recurring Special	
4.	The undersigned agrees to accept, as part of the contract, the ar Sheet for Recurring Special Provisions" contained in this propos	pplicable Special Provisional.	ns indicated on the "Check	
5.	The undersigned agrees to complete the work within unless additional time is granted in accordance with the specification.	working days or b	y <u>November 15, 2023</u>	
6.	A proposal guaranty in the proper amount, as specified in BLRS S Conditions for Contract Proposals, will be required. Bid Bonds <u>W</u> this proposal is either a bid bond if allowed, on Department form the specifications, made payable to:	<u>. /ILL</u> be allowed as a prop	posal guaranty. Accompanying	
	Treasurer of			
	The amount of the check is		<u>(</u>).	_
7.	In the event that one proposal guaranty check is intended to cov	er two or more proposals	, the amount must be equal to	

- 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 <u>WILL</u> 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.
- 40. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 41. 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 pr	price is shown.
--	-----------------

County	St. Clair
Local Public Agency	SCCTD
Section	NA
Route	

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	(5) Ton HVAC Units	Each	2		
2	(2) Ton HVAC Units	Each	2		
3	Installation	Each	4		

CONTRACTOR CERTIFICATIONS

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

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.

Printed 5/10/2019 Page 5 of 6 BLR 12200 (01/08/14)

County St. Clair

SIGNATURES	Local Public Agency Section Number	SCCTD NA
(If an individual)	Route	
Signature of Bidder _		
Business Address _		
(If a partnership)		
<u> </u>		
Business Add ss _ Inset Names and Addressed of All Partners		
(If a corporation) Corporate Name _		
Signed By _	P	resident
Business Address _	·	
President		
Insert Names of Officers Secretary Treasurer		
Treasurer -		
Attest: Secretary		



Local Public Agency Formal Contract

PROPOSAL SUBMITTED BY

Contractor's Name

			Street			P.O. Box
			City		State	Zip Code
	STATE C	F ILLINOIS				
COUNTY	St. Clair					
	St. Clair County Trai	nsit District			_	
	(Name of City, Village	e, Town or Road Dis	trict)		_	
	FOR THE IMF	PROVEMENT OF				
STREET N	IAME OR ROUTE Belle	eville Station H	VAC Replacemen	nt		
	SECTION NO. NA					
Т	YPES OF FUNDS Loca	al				
SPECIFICATIONS (required)	□ PLANS (required)		□ CONTRACT	T BOND (wh	nen require	ed)
For County Pr	niects					
Submitted/App	-					
Custimited//tpp	10000					
St. Clair County Trans	sit District					
Date						
	_					

			Loca	al Public Agency	SCCTD	
				Section Number	NA	
				Route		
١.	THIS AGREEMENT, made and concluded the		day of			,
				M	onth and Year	,
	between the St. Clair County Transit District (S			-		
	acting by and through its Board			known as	s the party of the first	part, and
			his/their ex	cecutors, administr	ators, successors or	assigns,
	known as the party of the second part.					
2.	Witnesseth: That for and in consideration of the pube made and performed by the party of the first presents, the party of the second part agrees with all the work, furnish all materials and all labor necessary hereinafter described, and in full compliance with under it.	part, an n said p essary t	nd according to earty of the first to complete the v	the terms express part at his/their ow work in accordance	ed in the Bond referr In proper cost and exe with the plans and sp	ing to these pense to do pecifications
3.	And it is also understood and agreed that the LPA Business Office, Apprenticeship or Training Progr Section NA , in St. 0	am Cer	tification, and C	Contract Bond here	to attached, and the l	
	approved by the Illinois Department of Transporta	ition on		, are es	sential documents of	this
			Date	9		
	contract and are a part hereof.		1.11			
	IN WITNESS WHEREOF, The said parties have e		•			
٩tt	est:	The	SCCTD	of <u>St. Clair Co</u>	ounty, IL	
	Clerk	Ву				
Se	eal)			Party of the Fi	rst Part	
	,			(If a Corp	ooration)	
		Corpo	orate Name			
		•				
		Ву	President		Party of the Second P	art art
				<i></i>		
				(If a Co-Pa	artnership)	
٩tt	est:	-				
	Secretary					
		-				
			Partne	ers doing Business	under the firm name	of
				Party of the	Second Part	
				(If an ind	dividual)	
		-		Party of the S	Second Part	

County St. Clair



Contract Bond

				Roule		
				County	St. Clair	
						_
We,						
a/an) 🗌 Individual	Co-partnership	Corporation	on organized	under the laws of the Sta	ate of	,
, —			Ü			
- PDINOIDAL - I						
as PRINCIPAL, and						
						as SURETY,
						_ ,
are held and firmly boເ	and unto the above I	Local Agency (l	hereafter refei	red to as "LA") in the pe	nal sum of	
			_ Dollars (), lawful	money of the
			he payment o	f which we bind ourselve	es, our heirs, e	xecutors,
administrators, succes	sors, jointly to pay to	o the LA this su	ım under the o	conditions of this instrum	ent.	

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 signed by their respective officers this	WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be espective officers this day of A.D.					
		PRINCIPAL				
, , ,	(Company Name) (Company Name) By:					
By: (Signature 8	₹ Title)	By:(Signature & Title)				
Attest:	. 1140)	Attest:				
(Signature		(Signature & Title) s, the company names and authorized signature of each contra	actor must be			
STATE OF ILLINOIS,						
COUNTY OF		_				
Ι,		, a Notary Public in and for said county, do hereby certify tha	at			
	(Insert names of indiv	viduals signing on behalf or PRINCIPAL)				
of PRINCIPAL, appeared by	pefore me this day in pers d voluntary act for the use	me persons whose names are subscribed to the foregoing instractions and acknowledged respectively, that they signed and delives and purposes therein set forth.				
My commission expires			(SEAL)			
		Notary Public	(SEAL)			
		SURETY				
		Ву:				
(Name of Surety	')	(Signature of Attorney-in-Fact)				
STATE OF ILLINOIS,			(SEAL)			
COUNTY OF		_				
I,		, a Notary Public in and for said county, do hereby certify that	at			
		_				
	(Insert names of ind	dividuals signing on behalf or SURETY)				
of SURETY, appeared before	ore me this day in person d voluntary act for the use	me persons whose names are subscribed to the foregoing instinant and acknowledged respectively, that they signed and deliver ses and purposes therein set forth. day of A.D	ed said			
My commission cypiros						
My commission expires		Notary Public	(SEAL)			
Approved this	day of	, A.D				
Attest:						
		(Awarding Authority)				
	Cler					
		(Chairman/Mayor/President)				

INDEX OF SHEETS

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1	DESCRIPTION OF WORK
1	DEFINITION OF TERMS
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2	PREVAILING WAGES
2	TAXES
2	SITE INSPECTION
3	SAFETY AND PROTECTION
3	WORK ADJACENT TO METROLINK
4	HVAC ROOFTOP UNITS
4	THREE (3) YEAR HVAC SERVICE
4	AND MAINTENANCE AGREEMENT

Special Provision for Insurance

SPECIAL PROVISIONS)**(

The following Special Provisions supplement the "International Building Code, International Energy Conservation Code, International Fuel Gas Code, International Mechanical Code, and National Electric Code and current City of Belleville Municipal Codes" the latest editions in effect at the time of bidding included herein which apply to and govern the construction of *Belleville Station HVAC Replacement 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 is located at the Belleville MetroLink Station located at 718 Scheel Street in Belleville, Illinois.

DESCRIPTION OF WORK

This work shall consist of furnishing all labor, equipment and materials necessary to remove and replace four (4) rooftop HVAC units.

DEFINITION OF TERMS

Where work is to be completed in accordance with the manufacture's requirements and current building and electrical codes in effect at the time of bidding. The contractor shall be required to contact the City of Belleville to obtain the require permit or permits to do the work.

Where "Department" is stated in these Specifications or parts of the above listed specifications and special provisions, it shall mean 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 **November 15, 2023.** For any reason additional time is needed to complete the work the Contractor shall submit a letter requesting and extension.

CONSTRUCTION CONTRACTS

The combined efforts of the Contractor and Sub-contractor(s) shall need to encompass the necessary City of Belleville Contractor prequalification's. All entities must be certified/prequalified on the letting date.

The Notice to Bidders will; 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 & PROJECT LABOR AGREEMENT (PLA)

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. A PLA shall be required to be in place and submitted with contract documents and in place prior to the Notice to Proceed being issued.

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 of the facility prior to submitting a bid on this project. Contractor is required to notify SCCTD 24 hours in advance to schedule a site visit.

Upon receipt of a bid, it shall be assumed that the Contractor is fully familiar with the construction site and existing conditions, including all necessary repairs to the roof and interior areas to complete the work.

The Contractor shall submit any questions via email to terwin@scctd.org regarding the bid booklet by 3:00 PM on **July 6, 2023**. 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.

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 – (Not required as part of this project)

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. 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

Contractor shall be permitted access from inside and from the exterior of the building to complete the replacement of the RTU's.

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

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

HVAC Rooftop Units

The RTU's shall be either American Standard or Carrier Brand Units. The RTU's shall be equal to or greater than the units being replaced. All equipment shall include a written one year parts and labor warranty.

Three (3) year HVAC Service and Maintenance Agreement

Contractor shall provide separate from this contract a three (3) year service and maintenance agreement with to include pricing. All service and maintenance shall be completed in accordance with the Manufacturers recommendations to include quarterly filter replacement and cleaning of the units.

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:

District				

held harmless in accordance with Article 107.26.