

ST. CLAIR COUNTY TRANSIT DISTRICT
2023 Bike Trail NSRR Bridge Deck Replacement
Structure B30.17

ADDENDUM NO. 1:

Issued to All Bid Document Holders of Record

Date: July 21, 2023

Project Name: 2023 Bike Trail NSRR Bridge Deck Replacement

This Addendum forms a part of the Contract described above. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

BID PACKET

1. NOTICE TO BIDDERS: Replace page. Revised second paragraph to remove reference to “guardrail.”
2. TABLE OF CONTENTS: Replace page.
 - a. Added COOPERATION WITH NSRR / RIGHT OF ENTRY on Page 6.
 - b. Added NSRR RIGHT OF ENTRY INSTRUCTIONS (30 DAYS NON-ENVIRONMENTAL) on Page 42.
3. SPECIAL PROVISIONS
 - a. Page 1: Replace page. Revised DESCRIPTION OF WORK to remove reference to “guardrail.”
 - b. Page 2: Replace page. Revised DECK REMOVAL to remove reference to “guardrail” and deleted requirement to stockpile sound timber deck planks.
 - c. Page 6: Replace page. Added COOPERATION WITH NSRR / RIGHT OF ENTRY.
 - d. Pages 42 - 45: Insert pages. Added NSRR RIGHT OF ENTRY INSTRUCTIONS (30 DAYS NON-ENVIRONMENTAL).

ACKNOWLEDGEMENT

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form, and by attaching this Addendum to his Bid.

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions, and stipulations set forth herein.

Bidder: _____

By: _____

Date: _____

END OF DOCUMENT

NOTICE TO BIDDERS

The St. Clair County Transit District, St. Clair County, Illinois, will receive sealed bids for **2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17** until **1:30 P.M.**, on **AUGUST 8, 2023**, at the office of the St. Clair County Transit District. All bids will be publicly opened and read aloud at **1:35 P.M.**, on **AUGUST 8, 2023**. **The sealed bids must be delivered to the St. Clair County Transit District office before 1:30 P.M., during regular business hours.** The Contract Documents, including Plans and Specifications, are on file at the office of the St. Clair County Transit District at 27 North Illinois Street, Belleville, Illinois, 62220.

The proposed project consists of the removal and replacement of the existing pressure treated timber deck planks of the bridge carrying the MetroBikeLink over the Norfolk Southern Railroad and Richland Creek in Swansea, Illinois and any other work necessary to complete the project as described. All work shall be performed in accordance with the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, edition in effect at the time of the bid.

IDOT Prequalification is required for all bidders.

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 workers employed in construction on this project.

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 must register their email with the St. Clair County Transit District by emailing Jon Schaller at jschaller@gocos.net. Bids will not be accepted or opened which have been received from any bidder who is not a bid document holder of record.

All questions shall be forwarded to Tony Erwin by email at terwin@scctd.org.

ST. CLAIR COUNTY TRANSIT DISTRICT

**St. Clair County Transit District
2023 Bike Trail NSRR Bridge Deck Replacement
Structure B30.17**

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ADDENDUM No. 1

SPECIAL PROVISIONS

2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", latest edition in effect on the date of the invitation for bids, as adopted by the Illinois Department of Transportation (IDOT) and the Supplemental Specifications and Recurring Special Provisions adopted therewith, and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" latest edition in effect on the date of the invitation for bids, shall apply to and govern the construction of the above designated project. In case of conflict with any part, or parts, of said specifications, these special provisions shall take precedence over the Standard Specifications and inserted special provisions.

All references to Department and Engineer in the "Standard Specifications for Road and Bridge Construction" shall be defined as the St. Clair County Transit District or their authorized representative.

PROJECT LOCATION: The project is located at the structure carrying MetroBikeLink over the Norfolk Southern Railroad and Richland Creek (Str. B30.17), in Swansea, Illinois and adjacent to the MetroLink Rail.

DESCRIPTION OF WORK: The proposed project consists of the complete removal and replacement of the existing pressure treated timber deck planks and nailers, including all carriage bolts, self-drilling screws, neoprene rubber barrier, and any other work necessary to complete the project as described.

GENERAL: The Contractor shall furnish all labor, materials, and equipment to complete the work as described in accordance with these special provisions and the applicable sections of the IDOT Standard Specifications for Road and Bridge Construction.

EXAMINATION OF SITE: The Contractor shall be responsible for completing any necessary site inspections prior to submitting a bid on this project. Upon receipt of a bid, it shall be assumed that the Contractor is fully familiar with the project site and the work to be completed.

PREQUALIFICATION: The Contractor shall be prequalified through IDOT.

CONTRACT ADMINISTRATOR: The St. Clair County Transit District or its authorized representative will be the assigned Contract Administrator of 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 receipt of invoices as provided by the Contractor. The Contractor will be provided contact information for the Contract Administrator upon award of the contract and will be subsequently notified should the administrator change during the life of the contract.

PROJECT COORDINATION: A mandatory pre-construction meeting shall be scheduled within one week of contract ratification between the Contractor and the St. Clair County Transit District. All work will be scheduled through the St. Clair County Transit District Director of Facilities. Contractor must present a preliminary work schedule at the pre-construction meeting. The St. Clair County Transit District will have progress meetings, if necessary, which shall be held at the St. Clair County Transit District Office.

PERMITTING: The Contractor shall be required to obtain any necessary permits to complete the project prior to beginning work.

CONSTRUCTION ACCESS: The St. Clair County Transit District will provide the Contractor with access to the project site via the bollards at Elmwood Drive to complete construction activities.

COMPLETION DATE: The Contractor shall complete all work within Sixty (60) calendar days from the issuance of the notice to proceed. An extension will be issued only when documentation is provided due to material delays and weather issues. No work shall be completed until a respective notice to proceed is provided by the St. Clair County Transit District.

DECK REMOVAL: This work shall consist of removal and disposal of the existing pressure treated timber deck planks and nailers, including all carriage bolts, washers, and nuts, self-drilling screws, and neoprene rubber barrier and washers in accordance with the applicable portions of Section 501 of the Standard Specifications.

This work will be paid for at the LUMP SUM price for DECK REMOVAL which price shall include the cost for all labor, equipment, and materials to complete the work.

DECK REPLACEMENT: This work shall consist of replacement of the pressure treated timber deck planks and nailers, including all carriage bolts, washers, and nuts, self-drilling screws, and neoprene rubber barrier and washers. This work will be done in accordance with the applicable portions of Section 507 of the Standard Specifications and as detailed on Sheets No. 3 of the As Built Construction Plans.

This work will be paid for at the LUMP SUM price for DECK REPLACEMENT which price shall include the cost for all labor, equipment, and materials to complete the work.

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.

CONFLICTS WITH PERSONNEL: Should a conflict between personnel of the Contractor and the St. Clair County Transit District escalate to the point that it hinders progress of the work and cannot be settled amicably, the Contractor personnel involved in the conflict shall be removed from the project. A personnel conflict shall not give cause for the Contractor to terminate this contract nor to pull employees from the active work site.

WARRANTY: The Contractor shall warranty the timber deck and nailers for a period of 2 years from the date of final acceptance by the St. Clair County Transit District.

COOPERATION WITH NSRR / RIGHT OF ENTRY: The Contractor shall provide Railroad Protective Liability Insurance and obtain the required right of entry permit from Norfolk Southern Railroad following the requirements of the attached "Non-Environmental 30 Days Or Less Right Of Entry Application Instructions."

The Contractor shall complete all work impacting track operations and requiring railroad flagging within 30 days of right of entry permit issuance. Any costs resulting from the Contractor's failure to complete the work impacting track operations and requiring railroad flagging will be the Contractor's responsibility and at their expense.

The Contractor shall coordinate all necessary safety and flagging requirements with the Track Supervisor or their representative while working within the NSRR right of way.

Kenny Dag, Track Supervisor
Phone: 618-315-3692

Non-environmental 30 Days or Less Right of Entry Instructions



NON-ENVIRONMENTAL 30 DAYS OR LESS RIGHT OF ENTRY APPLICATION INSTRUCTIONS

Norfolk Southern Railway Company and its operating subsidiaries (collectively, NS) has secured the services of RailPros to handle environmental rights of entry applications. On NS’s behalf, RailPros will receive and process the applications through the application management portal: <https://ns.railprosp permitting.com>. All applications must be submitted through this platform and all correspondence regarding applications (i.e., questions, updates and messages) will be handled through this system.

Processing of your application involves several departments at NS and requires NS management review and approval. No access is allowed prior to the execution of a separate formal agreement with NS and verification that all insurance requirements have been met.

NOTE: IF YOUR ACCESS IS RELATED TO A UTILITY WORK DO NOT USE THIS APPLICATION. SUBMIT A PIPE & WIRE APPLICATION.

APPLICATION FEE

FEE SCHEDULE	
Non-environmental Right of Entry	\$1,500.00
Expedited Application Fee	\$3,000.00

Please be advised that the application fee is **nonrefundable** and does not guarantee approval. If the Non-environmental right of entry requires multiple locations, additional fees may apply.

HANDLING PROCESS

- An application must be submitted and the appropriate application fees paid before an application will be reviewed. For detailed instructions on how to use the portal, please refer to “Portal Tutorial” on the portal homepage <https://ns.railprosp permitting.com>.
- RailPros will assign a NS Activity Number and communicate it to the applicant via message within the portal and an email within two (2) business days. All communications will reference this Activity Number.
- For documentation and ease of tracking, all communications should be within the portal. The applicant will receive an email alert that there is a new message in the portal.
- When the application is complete and determined to be satisfactory, RailPros will facilitate the review by NS departments and communicate the results of that review to the applicant.
- If NS approval is granted, RailPros will prepare and transmit the Right of Entry to the applicant via DocuSign.
- NS will execute the right of entry upon the receipt of insurance certificates and the appropriate fees.
- No verbal authorization will be provided.

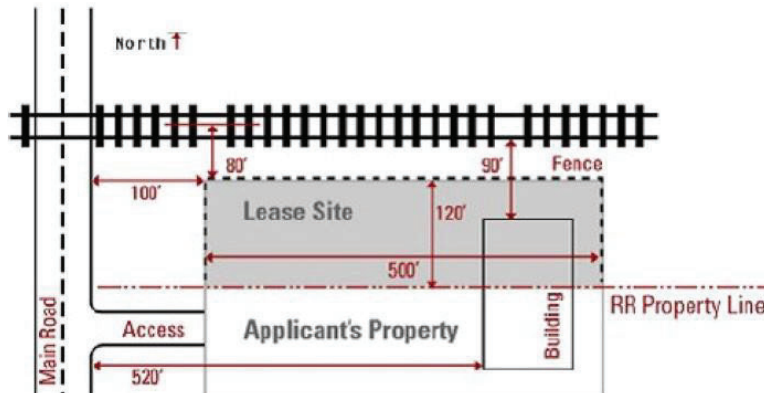
- No emailed or mailed submissions will be accepted. All applications must be submitted through the application portal.
- Processing of your application requires NS management review and approval and may involve several departments. Please allow 4-6 weeks for processing.
- Expedited applications will be allowed, but there are no guarantees that access will be granted. The expedite fee only moves your application up the queue before hundreds of other requests. It does not impact the availability of flaggers.

REQUIREMENTS FOR A COMPLETE APPLICATION

Complete all questions and upload all required documents into the application portal where indicated, including the following:

1. **Requesting Party:** Please be sure to provide the requesting party's complete legal name (which is not the consultant working on behalf of the requesting party).
2. **Application fee:** All applications must be submitted online at the time of application submittal.
3. **Scope of Work:** All applications must include a detailed description of the requested work to be performed. The scope of work must include descriptions of the anticipated work, activity or temporary use of the property. The scope of work should clearly state why access to NS property is required, what alternatives were considered. It must include the anticipated duration.
4. **Exhibit:** All applications must include an exhibit depicting the approximate location on the NS property where the work is anticipated to be conducted, including dimensions and distances from any existing railroad structures such as railroad track. Any planned structures on the property, with dimensions from the nearest track, should also be depicted.

The proposed area of access, including ingress and egress should be highlighted. Please indicate which direction is north. If available, include additional information to assist in processing the application, such as the closest property address, railroad milepost, the parcel ID number, GPS coordinates, DOT #, and latitude and longitude. If milepost markers are readily accessible or visible on property, include them.



HAZARDOUS MATERIALS

Prohibition of Certain Potentially Environmentally Damaging Operation son company Property:

Electronics, electrical transformer repair or reconditioning, blast furnaces, steel works, rolling or finishing mills, smelting and/or refining, wood treatment or tie plants, salvage operations, junk yards, scrap dealers, drum or barrel reconditioners, battery recycling, tire storage or recycling, waste disposal operations of any kind including landfills, surface impoundments, and waste piles, incinerators, sewage systems, electroplating operations, fuel blending , waste or used oil recycling or reclamation, explosives disposal, manufacturing or detonation, bulk oil storage or any facility requiring TSD hazardous waste permit or any hazardous waste transloading facility.

The foregoing list of prohibited activities on company property is not exclusive. All proposed leases, licenses, and permits will be carefully evaluated to determine if the proposed activities pose an unreasonable environmental risk.

INSURANCE REQUIREMENTS

The NS insurance requirements will be defined in the right of entry agreement. In general, each agreement will require the applicant to obtain, at its sole cost and expense, various types of insurance coverage with various limits. These insurance coverages must be of a form and underwritten by insurance companies that meet with NS's approval. The types of insurance typically required include:

- Commercial General Liability Insurance
- Automobile Liability Insurance
- Worker's Compensation Insurance
- Railroad Protective Liability Insurance

In certain instances, the licensee may be required to pay NS a risk-financing fee to add the project to NS's Master Railroad Protective Policy. This will satisfy the railroad protective liability insurance requirement in its entirety for the project.

NS generally requires a policy of Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. *Access will not be authorized until all insurance requirements are satisfied.*

- a. The certificate must name as Certificate Holders, Norfolk Southern Corporation, Subsidiaries and Affiliates at 650 West Peachtree Street, Box 46, Atlanta, GA 30308 and endorsed to be Additional Insured to all applicable policies as required by written contract. All policies maintained in which Norfolk Southern Corporation, Subsidiaries and Affiliates have been endorsed as Additional Insured shall include a waiver of subrogation and shall be primary and non-contributory. All policies shall be endorsed to provide 30 days' notice of cancellation.
- b. The Certificate of Insurance (COI) shall be uploaded into the application portal prior to NS executing the right of entry agreement.

QUESTIONS?

Contact RailPros via Email or Phone:

Email: NS.Permitting@RailPros.com

Phone: (402) 965-0539