

PROJECT SPECIFICATIONS AND PROVISIONS

St. Clair County Transit District

2024 Emerson Security Fence Project Special Provisions

October 2024



NOTICE TO BIDDERS

The St. Clair County Transit District will receive sealed bids for the **2024 Emerson Security Fence Project** until **10:30 a.m. on November 12th, 2024**, at the office of the Transit District located at 27 N. Illinois St, Belleville, IL 62220. ALL sealed bids must be delivered to and received by the St. Clair County Transit District on or before 10:30 a.m., September 11th, 2024. All bids will be publicly opened and read aloud at 10:35 a.m. on **November 12th, 2024**. No bids shall be accepted after the aforementioned date and time.

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 remove existing chain link fencing and replace with specified welded wire fence This scope includes removal of trash, final grading, seeding, fertilizing 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. A project labor agreement will be required to be submitted along with contract documents.

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 by email to arauscher@scctd.org AND terwin@scctd.org

No bid will be accepted nor opened, which has been received from any bidder who is not bid a 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

The proposed work shall consist of complete removal and disposal of existing 48" chain link fence and gates, along with new installation of specified security fencing and gates. Newly installed welded wire fencing and accessories to be used in this project shall match existing security fence. Omega 8' Fencing System with two gates on the North and South sides of the building to be installed in accordance with the manufacturers specifications. In total approximately 175LF of fencing and two gates are to be removed and replaced. See attached Plan Sheet for more information.

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. Exact measurements shall be verified by the contractor prior to bidding. 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 removal and disposal of all material and trash 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. A project labor agreement will be required to be submitted with contract documents.

WELDED WIRE FENCE PROJECT DETAILS

Location: East side of Emerson Park Station, See Plan Sheet for more details.

REMOVAL OF EXISTING CHAIN-LINK FENCE AND GATES

The work covered by this section consists of removing and disposing of approximately 175LF of existing 4' chain link-fence and two swing gates running along the back of the Emerson Park Transit Center. Existing fence posts are to be removed to include all concrete support and backfilled with clean fill dirt to grade.

The cost of this work shall include all necessary labor, equipment and materials, and will be paid for at the contract **LUMP SUM** price for "**REMOVAL OF EXISTING CHAIN-LINK FENCE AND GATES**".

8-FOOT SECURITY FENCE INSTALLATION

The work covered by this section consists of furnishing and installing approximately 175LF of Omega II Fence Systems 8' welded wire Omega Max Panels, all hardware and accessories, and two (2) 6' wide lockable swing gates to include 6 keys for access. 6' swing gates installed on the North and South sides of the building shall include Emergency Push To Exit Bars – on the inside of the fenced in area - and must be lockable and unlockable. One additional 4' chain-link double swing gate to be installed on the East side of property as part of this scope as well. Omega Fencing Products must be installed in accordance with the manufacturers' architectural and engineering specifications (attached). Concrete foundations shall be a minimum of 42" below the surface with the 4x4 post extending at least 36" below the surface. Newly poured fence post foundations shall be flush with the sidewalk. Exact footages shall be verified by the contractor prior to bidding.

The cost of this work shall include all necessary labor, equipment, and materials to install security fence, and will be paid for at the contract **LUMP SUM** price for "**8- FOOT SECURITY FENCE INSTALLATION**".

SITE RESTORATION

No grading plan has been completed for the locations in question. The final grading for each location shall be graded to drain, flush with the surrounding concrete.

The cost of this work shall include all necessary labor, equipment and materials and will be paid for at the contract **LUMP SUM** price for "**SITE RESTORATION.**"

SEEDING, FERTILIZER, AND MULCH

The work covered by this section consists of furnishing all plants, 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

Sundial Tall Fescue	+19%
Dallas Tall Fescue	+19%
Mason Tall Fescue	+19%
Falcon IV Tall Fescue	+19%
Taos Tall Fescue	+19%
Diva Kentucky Bluegrass	+ 5%
Weed Seeds	0%
Noxious Weed Seeds	0%

Less than 1% of 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.

The cost of this work shall include all necessary labor, equipment and materials and will be paid for and included in the contract **LUMP SUM** price for "**SITE RESTORATION**".

INVOICES

The St. Clair County Transit District will pay the Contractor within 30 days upon receipt of an approved invoice.

COMPLETION TIME

All work shall be completed within 60 calendar days from the date of receipt of fence materials.

METRO TIER SAFETY TRAINING

The Contractor's employees and subcontractor's employees shall be required to attend and pass Metro's Tier One training session. Teir II training, if required, will be as directed by BiState. Classes are free of charge and can be taken online. For more information on the class, please contact David Still with Metro Transit at 314-575-1236 or email at dxstill@metrostlouis.org obtain a training schedule.

The Contractor will 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 MetroLink 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.

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 incidental to the cost of the project.

SITE ACCESS

Site access for this project is available 24/7.

PROJECT COORDINATION

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