



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 5, 2019

SUBJECT: FAI Route 255 (I-255)
Project NHPP-UI98(917)
Section 82-(3,2,1)RS
St. Clair County
Contract No. 76E13
Item No. 46, November 8, 2019 Letting
Addendum C

NOTICE TO PROSPECTIVE BIDDERS:

Attached is an addendum to the plans or proposal. This addendum involves revised and/or added material.

1. Added pages 62A-62H to the Special Provisions

Prime contractors must utilize the enclosed material when preparing their bid and must include any changes to the Schedule of Prices in their bid.


Very truly yours,

A handwritten signature in black ink, appearing to read "Jack A. Elston".

Jack A. Elston, P.E.
Bureau Chief, Design and Environment

CWR/cr

Revised 4/08/2009

		Exhibit A		Permit #:
MetroLink Contractor - Right of Way Temporary Work Permit				
<u>This permit must be submitted by 12 P.M. (noon) on Wednesday prior to the work week requested</u>				
email to: rowworkpermits@metrostlouis.org (if unable to email) Fax to: 314-335-3429				
MetroLink Operations Control Center Manager 314-982-1400 x2851				
Company: _____		Date: _____		
Requester: _____		Email Address: _____		
Office: _____	Cell: _____	Fax: _____ (In Lieu of Email Address)		
Contractor's Metro Contact: _____				
Description of work to be performed and equipment and tools to be used:				
Will personnel or equipment be within 20ft. from center of nearest track at anytime?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If within 20ft a Metro Qualified Flag Person will be required	Metro <input type="checkbox"/> Self <input type="checkbox"/>	
Will work or equipment be within 10ft. of the closest overhead catenary wire at anytime?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Will any excavating be performed (by hand or machine)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Is the work described above being performed under a METRO contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If excavating is being performed Dig Number must be provided		
Dates Work Performed:	Start Date: _____	Finish Date: _____		
Enter Time in 24hr. Format:	Start Time: _____	Finish Time: _____		
Work Location by MP:	From MP: _____	To MP: _____		
Track to be Accessed:	Track 1 Westbound <input type="checkbox"/>	Track 2 Eastbound <input type="checkbox"/>	Both Tracks <input type="checkbox"/>	Off Track <input type="checkbox"/> Yard Track <input type="checkbox"/>
I understand that before entering the MetroLink Right-of-Way, and prior to the start of any work, permission must be obtained from Operations Control Center (OCC) via a Metro issued portable radio on the appropriate Operations channel for my work location. I understand all workers and equipment must remain 20ft. or more from the center of the nearest track at all times, if at anytime 20ft. cannot be maintained a restriction is required and the Contractor is responsible for having a MetroLink Certified Flagperson present with speed boards in place. If Metro radio fails OCC should be reached by phone at 314-289-6870.				
Metro Maintenance of Way Use Only				
M/L Operations	Insurance Approved? Yes <input type="checkbox"/> No <input type="checkbox"/>	Tier Training Completed? Yes <input type="checkbox"/> No <input type="checkbox"/>	Initial: _____	
Signal:	Cable Locate Required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number: _____	Initial: _____	
Comm:	Cable Locate Required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number: _____	Initial: _____	
Traction Power	Power Down Required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number: _____	Initial: _____	
Rail Fac. Maint:	Flagperson Scheduled? Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number: _____	Initial: _____	
Track:	Work is Approved? Yes <input type="checkbox"/> No <input type="checkbox"/>	BLANK		Initial: _____
MetroLink Operations' Use Only				
Operations:	Restriction	Speed Signs	Track Out of Service	
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Track # 1 <input type="checkbox"/>	Track # 2 <input type="checkbox"/> Ewing Yd. <input type="checkbox"/> 29th St. Yd. <input type="checkbox"/>
	Moving Crew	Single Track		
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
			Operation Authorization Signature _____	Date _____

Added 11-5-19

EXHIBIT B – Metro Permit Fee Schedule

Construction Access Permit Fees

A Construction Access Permit is required prior to outside parties commencing any underground, overhead, or surface work on the Metro's Light Rail System. Permit fees are based on the permit applicant's scope of work and Metro's labor and indirect costs. The fees listed are not comprehensive and Metro may apply other fees associated with the temporary access permit to Metro Right-of-Way as appropriate. Metro reserves the right to waive these fees as appropriate when in the best interest of the agency.

1. Permit Application Fee \$125.00

The Permit Application Fee is **non-refundable** and covers Metro's administrative costs associated with processing the Temporary Work Permit, which includes review of work plans, proof of insurance, and track allocation in accordance with SOP 101.17, Policy and Procedure for Work Performed on MetroLink Right-of-Way and SOP 101.23, Permit Numbers and Track Allocation. This fee is incurred on a project basis and will only be incurred once on a project regardless of duration.

2. MetroLink Safety Training

All Contractor employees that will perform work on the MetroLink Right-of-Way will be required to receive safety training from Metro. Training Sessions are regularly scheduled at a minimum of 2 times per month. Regularly scheduled training sessions are offered to contractor employees at no cost. If a contractor requires specially scheduled training classes, the following fees will apply. Fees are per class. There is a maximum of (15) fifteen students per class. Typical duration of class is also indicated below.

Tier 1 (1.5 hrs)	\$150.00
Tier 2 (2.0 hrs)	\$250.00
Tier 3 (2.0 hrs)	\$250.00

3. Power Up/Power Down Fee \$500.00

The Power Up/Power Down Fee is a daily fee, which covers the Agency's labor and non-labor costs for sectionalizing, de-energizing, and restoring the MetroLink Traction Power System to normal state. The Agency shall determine this requirement per SOP 104.01, Catenary Lockout Procedure.

4. Flagging Hourly Rate

The Flagging Service Fee is an hourly rate per flag person, which covers the Agency's labor and non-labor costs for providing flag person(s) along the MetroLink Right-of-Way.

Straight Time (Monday – Friday 7:00am – 3:30pm)	\$35.00/hr
Overtime Rate	\$50.00/hr

5. Lookout Hourly Rate

The Lookout Service Fee is an hourly rate per lookout, which covers the Agency's labor and non-labor costs for providing lookout(s) along the MetroLink Right-of-Way.

Straight Time (Monday – Friday 7:00am – 3:30pm)	\$35.00/hr
Overtime Rate	\$50.00/hr

6. Pilot Hourly Rate

The Pilot Service Fee is an hourly rate per pilot, which covers the Agency's labor and non-labor costs for providing pilots(s) to escort contractor track cars or work equipment.

Straight Time (Monday – Friday 7:00am – 3:30pm)	\$35.00/hr
Overtime Rate	\$50.00/hr

7. Bus Bridge Hourly Rate

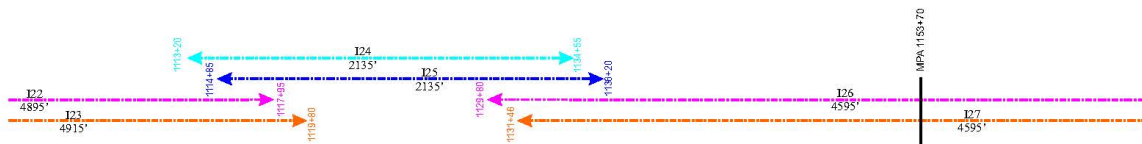
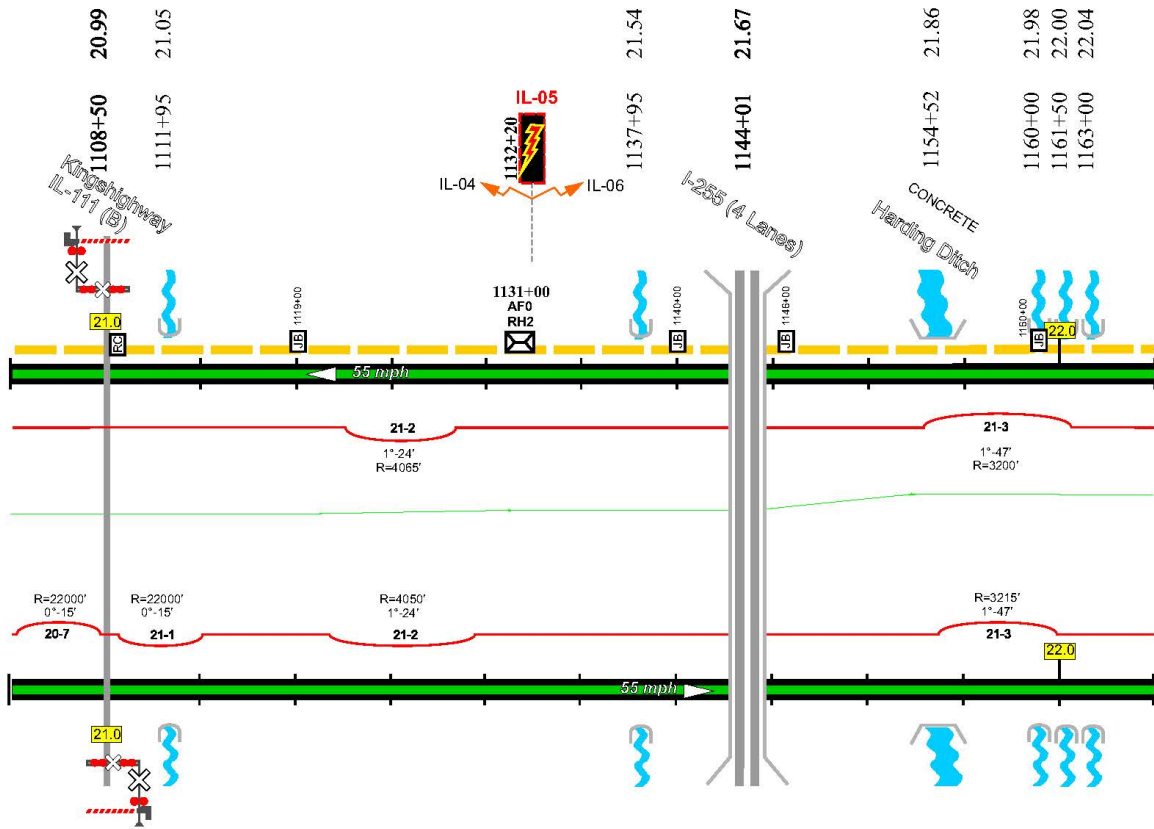
The Bus Bridge Fee is an hourly rate, which covers the Agency's labor and non-labor costs for utilizing buses for customer transport during work on the MetroLink Right-of-Way. This fee will be determined on a case-by-case basis.

EXHIBIT C: METROLINK ALIGNMENT SCHEMATIC

February 17, 2012

Added 11-5-19

FAI Route 255 (I-255)
 Project NHPP-UI98(917)
 Section 82-(3,2,1)RS
 St. Clair County
 Contract No. 76E13



MP-21

Added 11-5-19

April, 2002 EXHIBIT D

**INDEMNIFICATION AGREEMENT
and
REQUIRED INSURANCE COVERAGE¹**

SECTION 1. - INDEMNIFICATION

In accordance with the **Agency's "Right-of-Entry"** requirements and in exchange for the authorization to perform work on or near the MetroLink right-of-way, **contractor** agrees, to the fullest extent permitted by applicable law, to indemnify, defend and hold harmless the **Agency** and its commissioners, officers, officials, agents, and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, costs, or expense (including but not limited to attorneys' fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use thereof) arising out **Contractor's** activities.

In the event a third party makes a claim or files a lawsuit against the **Agency** for injury or death to persons, for damage to property, or for costs associated with loss of business, caused in any way by the **contractor's** activities, the **contractor** shall defend such claims or suits, on behalf of the **Agency** at **contractor's** sole cost and expense.

Contractor further agrees to repair any damage or disturbance to **Agency** property caused by the **contractor's** activities or caused, in whole or in part, by its subcontractors, employees or agents. Such repairs must be completed in a manner approved by and within a time-frame defined by the **Agency**.

SECTION 2. - INSURANCE REQUIREMENTS

The **contractor** shall procure and maintain for the duration of its work on, under, or over the MetroLink right-of-way, a policy or policies of insurance for the protection of both the **contractor** and the **Agency** and its commissioners, officers, officials, agents, and employees. The **Agency** requires certification of insurance coverage from all contractors and subcontractors prior to commencing work on, under, or over the MetroLink right-of-way. Please carefully review the requirements outlined below.

IT IS RECOMMENDED THAT THE CONTRACTOR CONFER WITH ITS INSURANCE BROKER OR AGENT PRIOR TO SUBMITTING THE "METROLINK RIGHT-OF-WAY WORK REQUEST" TO DETERMINE THE AVAILABILITY AND APPLICABLE COST, IF ANY, OF CERTIFICATES, ENDORSEMENTS, COVERAGES, AND LIMITS REQUIRED.

SECTION 3 - MINIMUM SCOPE AND EXTENT OF COVERAGE

A. GENERAL LIABILITY

Commercial General Liability, ISO coverage form number CG 00 01 ("occurrence" basis or ISO equivalent).

If ISO equivalent or manuscript general liability coverage forms are used, minimum coverage will be as follows: Premises/Operations; Independent Contractors; Products/Completed Operations;

¹ These insurance specifications are applicable only to contractors engaged by parties other than the Agency. For specifications applicable to Agency construction contract or maintenance contracts that require access to the track or ML ROW, please consult the Department of Risk Management.

EXHIBIT D – ML ROW INS REQUIREMENTS

Personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include **Contractor's** obligations under INDEMNIFICATION above.

B. AUTOMOBILE LIABILITY

Business Automobile Liability Insurance, ISO Coverage form number **CA 00 01** covering automobile liability, code 1 "ANY AUTO".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY

Statutory Workers' Compensation Insurance for all states and jurisdictions where **Contractor** has work locations, a Broad form All States Endorsement for incidental contact, standard Employer's Liability Insurance, and coverage for U.S. Longshoremen's and Harbor Workers Act and FELA, where applicable.

D. RAILROAD PROTECTIVE LIABILITY

Railroad Protective Liability Insurance covering the work to be performed under this contract by the successful contractor if such work is to be performed on or adjacent to the Metro Link right-of-way. The policy form should be ISO CG 00 35 (06/90) or other equivalent RIMA/AASFITO approved form including coverage for "Physical Damage to Property" and coverage for pollution arising out of fuels or lubricants brought to the job site (i.e., ISO Form CG 28 31). If a Lloyd's or other similar "Claims Made" policy form is used, the Extended Claims Made Date shall be a minimum of two years past the expiration date of the policy.

Alternative: In many instances, it is possible for an organization to address this exposure by an endorsement to its commercial general liability policy *if it is not in the construction business per se or if it does not customarily work in proximity of a railroad right-of-way*. The applicable endorsement is CG 24 17 – Contractual Liability – Railroads. A copy of the endorsement must be attached to the required Certificate of Insurance.

SECTION 4. - MINIMUM LIMITS OF INSURANCE

A. GENERAL LIABILITY

\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
\$2,000,000 annual aggregate.

B. AUTOMOBILE LIABILITY

\$2,000,000 combined single limit per accident for bodily injury and property damage.

General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form following Excess or Umbrella Liability policy.

C. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of **\$500,000** limit per accident for Employer's Liability.

EXHIBIT D – ML ROW INS REQUIREMENTS

D. RAILROAD PROTECTIVE LIABILITY

\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

\$6,000,000 annual aggregate (*or \$2,000,000 if the aggregate applies only to claims and legal expenses which arise out of the activities under this contract*).

SECTION 5. - DEDUCTIBLES AND SELF-INSURED RETENTIONS

All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the **Agency**. The **Agency** reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions *as they would apply to the Agency, its commissioners, officers, officials, agents, and employees*. Alternatively, the **Agency** may request the **contractor** to procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

SECTION 6. - OTHER INSURANCE PROVISIONS & REQUIREMENTS

The respective insurance policies and coverage as outlined below must contain, or be endorsed to contain, the following conditions or provisions:

A. GENERAL LIABILITY

The **Agency** and its commissioners, officers, officials, agents, and employees shall be endorsed as additional **insureds by ISO form CG 20 26 – ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**. As additional insureds, they shall be covered as to work performed by or on behalf of the **contractor** or as to liability which arises out of **contractor's** activities on, over, or under the MetroLink right-of-way.

B. GENERAL LIABILITY & AUTOMOBILE LIABILITY

Contractor's insurance coverage shall be primary with respect to the **Agency**, its commissioners, officers, officials, agents, and employees. Insurance or self-insurance programs maintained by the **Agency** shall be excess of the **contractor's** insurance and shall not contribute with it.

Contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the **Agency** or for any of its commissioners, officers, officials, agents, or employees.

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY

The **contractor** and **contractor's** workers' compensation insurer shall agree to waive all rights of subrogation against the **Agency**, its commissioners, officers, officials, agents, or employees for claims, losses, or expenses which arise out of **contractor's** activities on, over, or under the MetroLink right-of-way.

D. RAILROAD PROTECTIVE LIABILITY

The **Agency**, its commissioners, officers, officials, agents, and employees are to be covered as named insureds or as additional named insureds with respect to work performed by or on behalf of the **contractor** or as to liability which arises out of **contractor's** activities on, over, or under the MetroLink right-of-way.

Contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the **Agency**, its commissioners, officers, officials, agents, or employees.

EXHIBIT D – ML ROW INS REQUIREMENTS

E. ALL COVERAGES

Each insurance policy required by the MetroLink right-of-way license shall contain a stipulation, endorsed if necessary, that the **Agency's** Director of Risk Management will receive a 30-day advance notice of any policy cancellation other than cancellation for non-payment of premium. Ten (10) days advance notice is required for policy cancellation due to non-payment of premium.

SECTION 7. - INSURER QUALIFICATIONS/ACCEPTABILITY

Insurance required hereunder shall be issued by an A.M. Best "A" rated, Class VII insurance company approved to conduct insurance business in the state(s) of Missouri and/or Illinois.

SECTION 8. - VERIFICATION OF INSURANCE COVERAGE

Prior to commencing work on, over, or under the MetroLink right-of-way, the **contractor** shall furnish the **Agency** with CERTIFICATE(S) OF INSURANCE and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements received by the **Agency** are subject to review and approval by the **Agency's** Director of Risk Management. The **Agency** reserves the rights to require complete, certified copies of all required policies at any time.

If the work on, over or under the MetroLink right-of-way will exceed one (1) year -- or, if any of **contractor's** applicable insurance coverage expire prior to completion of the work -- the **contractor** will provide a renewal or replacement certificate before continuing work on, over, or under the MetroLink right-of-way.