

**Request for Proposal (RFP) No. 21-RFP-123948-DGR
Title: Shiloh-Scott to MidAmerica St Louis Airport Project**

Solicitation Schedule

Event	Date
RFP Issued	06/03/2020
Pre-Proposal Conference	6/22/2020 Phone Conference call
Deadline for Questions	July 6, 2020 by 12:00 St. Louis Time
RFP Due	July 20, 2020 no later than 2:00 pm St. Louis time via iSupplier
Disadvantaged Business Enterprise (DBE) Goal	25%

St. Clair County Transit District (SCCTD)/Bi-State Development (BSD) may modify this schedule. Changes to the Due Date are posted on the SCCTD and BSD website and by amendment via iSupplier. Proposals must be received by the due date and at the time and location specified in Section 4 "PREPARATION OF PROPOSALS" or as amended.

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1. BACKGROUND AND PURPOSE

- A. This Request for Proposals (RFP) is issued by St. Clair County Transit District (SCCTD) and by Bi-State Development (BSD) to provide Architectural & Engineering (A&E) Services from qualified firms in accordance with the Scope of Services Paragraph 31.
- B. This procurement will be conducted in accordance with the Brooks Act, (Federal Government Selection of Architects and Engineers; Public Law 92-582, 92nd Congress H.R. 12807, October 27, 1972) and will result in a Cost-Plus Fixed Fee contract.

The **Brooks Act** requires that:

- proposals be evaluated;
- price be excluded as an evaluation factor;
- negotiations be conducted with only the most qualified offeror; and,
- failing agreement on price, negotiations with the next most qualified offeror be conducted until contract award can be made to the most qualified offeror whose price is fair and reasonable.

- C. St. Clair County Transit District will make one (1) award as a result of this solicitation.

2. SOLICITATION OBJECTIVES

SCCTD/BSD expects to achieve the following outcomes through this RFP: have the design firm perform NEPA Environmental Documentation and Design Services for the extension of the existing MetroLink line from the Shiloh-Scott Station to a new terminus at the MidAmerica St. Louis Airport (MAA) as well as the construction of an Access Roadway and Bike Trail adjacent to the MetroLink extension.

3. BASIS OF AWARD

- A. Award will be made to the most qualified offeror whose price is fair and reasonable.
- B. SCCTD/BSD reserves the right to make award within ninety (90) calendar days from the date of receipt of proposals. During the ninety (90) day period, proposals shall not be withdrawn. SCCTD/BSD reserves the right to accept any proposal or any part or parts thereof or to reject any and all proposals. Should award in whole or part be delayed beyond a period of ninety (90) days, such extension shall be conditioned upon Offeror's acceptance.
- C. SCCTD/BSD reserves the right to delay making an award in order to respond to a protest, permit proper study and analysis of all proposals received, make multiple awards, award in whole or part, reject any or all proposals and to make a pre-award determination to evaluate the capability of the Offeror (s).
- D. Award may be subject to approval by the SCCTD Board. Responsiveness will be determined on the basis of the Offeror's adherence to all proposal requirements. Such determination shall be made after receipt of proposals. Any contract resulting from this proposal is subject to financial assistance contracts between St. Clair County Transit District and the Illinois Department of Transportation and subject to their concurrence.
- E. SCCTD/BSD reserves the right not to award to a bidder/proposer based on unsatisfactory performance as a contractor or subcontractor or if such parties are involved in threatened or pending litigation with either SCCTD or BSD.

4. PREPARATION OF PROPOSAL

ALL OFFERS MUST BE SUBMITTED VIA ISUPPLIER. NO OTHER SUBMITTAL METHOD WILL BE ACCEPTED unless the requirement is changed by amendment. If you are not familiar with the Oracle iSupplier system, click here [iSupplier](#) to find out more or become a registered supplier and gain access to BSD solicitations.

FIRMS THAT MAY HAVE ASSISTED IN PREPARING THE SCOPE OF SERVICES ARE FORBIDDEN FROM SUBMITTING PROPOSALS FOR THIS SOLICITATION.

- A. **Offerors shall submit one original of the Proposal via iSupplier ONLY. NO OTHER SUBMITTAL METHOD WILL BE ACCEPTED unless the requirement is changed by amendment.**

- B. Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by BSD/SCCTD.
- C. Proposal documents should be prepared in single-spaced type, 10 or 12-pitch font, on 8-1/2" x 11" pages using one side of the paper only. Pages should be numbered at the bottom to show the page numbers and total number of pages in the proposal; e.g. Page 1 of 15, Page 2 of 15, etc.
- D. A proposal from an individual, sole proprietorship, or a proposed operation under a trade name, shall be signed by the owner.
- E. A proposal by a partnership shall be executed in the partnership name and signed by all partners; the official address of the partnership shall be shown below the signatures.
- F. A proposal by a corporation shall be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by the evidence of authority of sign) and attested by the corporate secretary or assistant secretary.
- G. A proposal submitted by a joint venture shall list the names of all joint venture members and each mailing address and shall be executed by all joint venture members in the same manner as if they were individually submitted proposal(s). The signature portion of the proposal form shall be altered as appropriate for execution by the joint venture. Joint Ventures must also complete Section [C4. Statement of Joint Venture](#).
- H. All names and applicable titles shall be typed and printed below the signatures.
- I. Late proposals will not be considered. Proposals that are not submitted through iSupplier/Sourcing by the stated time will not be accepted. If submitted after the specified closing date/time, the on-line system will not be accessible. This requirement may only be changed by Amendment by a Bi-State authorized representative.
- J. All aspects of the evaluations of the proposals and any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation and negotiation process.

5. CONTACT WITH SCCTD OR BI-STATE DEVELOPMENT STAFF OR CONTRACTED PERSONNEL

Following the issuance of this Request For Proposal, and until the Notice of Intent to Award, Offerors and Offeror's subcontractors shall communicate only with Bi-State Development's Director of Procurement, or authorized representatives as prescribed in these instructions. The authorized representative regarding this RFP is *David Ramsay, Contracting Officer II - 314.982.1400, ext. 1886*. During this period, any other communications regarding this RFP with members of SCCTD Board, Bi-State Development's Board of Commissioners, SCCTD or BSD staff, or contracted personnel shall result in disqualification of the involved Offeror and proposed subcontractors.

6. FORM AND CONTENT REQUIREMENTS

To be considered complete, the proposal shall be organized according to the Request for Proposal (RFP) requirements. The proposal documents shall be sectionalized as described below. At a minimum, the items described in each section below should be addressed.

7. LIST OF PROPOSAL CONTENT

Section I - Introduction

Introduction Letter (2 page limit)

Section II - Evaluation Criteria-- (See #11 below)

Section III - Supportive Information

Graphs, Charts, Photos, References, etc.

8. FORMAT

Please limit your submission to a maximum of 30 pages (not including resumes). A maximum two (2) page introduction letter may be submitted within the 30 page limitations. Pages of supportive information may include graphs, charts, photos, references, etc., and are at your discretion. Only the first 30 pages will be evaluated.

9. ACKNOWLEDGEMENT OF AMENDMENTS TO REQUEST FOR PROPOSAL

Amendments must be acknowledged and submitted with the proposal.

No technical assistance or aid will be given by SCCTD/BSD in the preparation of the Proposal.

10. SECTION I – INTRODUCTION (2 PAGE LIMIT)

The introduction letter should include an introduction of all diverse team members of a joint venture if a joint venture relationship is involved, and/or an introduction of all major subcontractors who may be involved in the performance of the work. For each joint venture member and/or major subcontractor described herein discuss primary business experience, the offerors' overall mission statement, length of time in business, ownership, the location of offices, pertinent telephone numbers and other matters offerors might deem pertinent and introductory in nature. The letter must be signed by an authorized representative of the firm.

11. SECTION II - EVALUATION CRITERIA (30 PAGE LIMIT)

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient. SCCTD/BSD reserves the right to request an Offeror to provide any missing information and to make corrections. Offerors are advised that the detailed evaluation criteria and procedures will follow the same proposal format and organization specified below. Therefore, Offerors shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the Offeror has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated in Paragraph 14, Administrative Considerations. Any such conditions, exceptions, reservations or understandings which do not result in the rejection of the proposal are subject to evaluation under the criteria listed below.

Technical Proposal

Proposals shall be initially evaluated and ranked on the basis of the evaluation factors shown below listed in order of importance.

A. Firm's Experience with design and construction support consulting with regard to Project disciplines as cited below and in the Scope of Work.

Proposers shall provide a minimum of three (3) examples that demonstrate successful delivery of contract documents of each of the following project disciplines. Please include Construction support services for each of the disciplines listed below:

1. General Civil and Landscape Architectural of roadway and bicycle facilities.
2. Station Architecture (Structural, Architectural and Mechanical/Electrical/Plumbing (MEP) design of light rail transit stations.
3. Track design.
4. Railway Signal System and Communications System design.
5. Traction Power design.

The SCCTD/BSD evaluation committee will be made up of topic experts, each of which will review the pertinent proposal/discipline qualifications. Therefore, the proposal should be structured to facilitate review by discipline.

Each of the three projects should provide owner name and contact information.

B. Technical Competence/Availability of Key Personnel

Proposer must clearly demonstrate the ability to deliver the technical aspects, address technical problems of the job, their accessibility to communicate and state availability and competency of key personnel.

C. Execution Plan for the Project Based upon the Scope of Work

Proposer shall provide a plan how they plan on executing the project (based on the Scope of Work provided) to ensure timely completion and to **make effective and efficient use of the existing plans and specifications to**

minimize unnecessary expense. Proposer shall seek to utilize the existing plans, data, calculations and electronic files (to the largest extent possible) as well as the current project requirements, project schedule and coordination of necessary resources to ensure completion of the environmental and construction documents.

12. SECTION III – SUPPORTIVE INFORMATION (NO PAGE LIMIT)

Provide Resumes, Graphs, Charts, Photos, References, etc. as needed.

13. CONFIDENTIAL DATA

Each offeror may clearly mark each page of the offer that contains trade secrets or other confidential commercial or financial information which the offeror believes should not be disclosed outside SCCTD/BSD.

14. ADMINISTRATIVE CONSIDERATION

The terms and conditions contained in this RFP are intended to be incorporated into any resulting contract. The offeror shall explain any area requiring further discussion or make a statement of acceptance of these terms and conditions. Any failure to clearly object to the language contained in the above-mentioned documents shall be construed as acceptance of the verbatim. Please review the terms and conditions at [I General Provisions Terms & Conditons CPFF](#). Illinois IDOT Terms and Conditions are at the end of this solicitation.

15. EXPLANATION TO OFFERORS

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing to Bi-State Development’s Director of Procurement and with sufficient time allowed for a reply to reach offerors before the submission of offers. Oral explanations or instructions given before the award of any contract, at any pre-proposal conferences or otherwise, will not be binding on the SCCTD or BSD. **The deadline for submitting questions is July 6, 2020 by 12:00 pm St. Louis time.** Any information given to an offeror concerning an interpretation of the solicitation, with the exception of time extensions, will be furnished to all offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors. Extensions in the proposal due date and time will be changed through iSupplier. Offerors will receive notice of the change via iSupplier.

16. SELECTION PROCEDURE

A. Technical Evaluation

Proposals received will be referred to a selection committee for review and evaluation.

B. Selection Committee Procedures

A selection committee will be appointed to evaluate proposals submitted in response to this solicitation. The proposals will be evaluated and ranked in accordance with the evaluation criteria outlined in Paragraph 11 above.

The selection will be accomplished in a two-part process based on the Brooks Act as follows:

Part 1 - Technical Proposal: All responsive offerors received will be referred to an evaluation committee. Prices will be excluded as an evaluation factor.

The evaluation committee will evaluate and rank the written technical offer based on the evaluation criteria in Paragraph 11. The prospective consultant team will then be “Short Listed” based on proposals.

Each prospective consultant team advanced to the Short List may be requested to give a formal oral presentation on its offer to the committee at a scheduled meeting. The committee will then perform a final evaluation and ranking recommending that contract negotiations be initiated with that consultant team ranked highest on the Short List. Following the committee chairperson’s approval of the evaluation committee’s recommendation, SCCTD will proceed with the negotiations of cost, fee and contract terms and conditions.

Part 2 – Cost:

Based on the results of the evaluation of the Part 1 submittals, the highest ranked firm will be notified to submit a Cost Proposal.

Negotiations may be conducted with the highest-ranking firm and a contract award will be made to that firm after mutual acceptance of that firm's price.

If agreement of price is not reached, negotiations with the next highest ranked firm will be conducted until a contract award can be made to the most qualified offeror, whose price is fair and reasonable.

17. CONTRACTOR'S SIGNATURE

Offeror's signatory requirements:

- A. Individuals: A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as [insert name of firm]".
- B. Partnerships: A contract with a partnership shall be signed in the partnership name. All individuals(s) signing for the partnership shall have authority to bind the partnership.
- C. Corporations: A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. The person signing for the corporation shall have authority to bind the corporation.
- D. Joint Ventures: A contract with joint ventures may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs A-C above for each type of participant.
- E. Agents: When an agent is to sign the contract, other than as stated in paragraph A-D above, the agent's authorization to bind the principal must be established by evidence satisfactory to SCCTD/BSD.

18. AMERICANS WITH DISABILITIES

SCCTD/BSD is committed to providing fully accessible public transportation services to the citizens in the St. Louis metropolitan region. In accordance with the requirements of the Americans with Disabilities Act of 1990 (ADA), as a public provider of fixed route transportation services, Bi-State Development is required to ensure that its rail, bus and paratransit services are operated so as not to discriminate against persons with disabilities. In connection with the performance of this Contract, the Contractor will ensure that all goods and services provided as part of this contract adhere to this standard.

19. ST. CLAIR COUNTY TRANSIT DISTRICT/ BI-STATE DEVELOPMENT'S RIGHTS

The RFP does not commit SCCTD/BSD to enter into a contract nor shall SCCTD/BSD pay for any costs incurred in the preparation and submission of proposals or in the anticipation of a contract.

No technical assistance or aid will be given by SCCTD/BSD in the preparation of the Bid.

20. BI-STATE DEVELOPMENT FURNISHED PROPERTY

No material, labor, or facilities will be furnished by SCCTD/BSD unless otherwise provided for in the solicitation.

21. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

A Disadvantaged Business Enterprise (DBE) Goal of 25% has been established for this project. SCCTD/BSD is committed to maximizing DBE participation. All bidders are strongly encouraged to afford DBE firms the maximum opportunity to participate as partners. All DBE firms are invited to fully participate in this procurement as a primary Bidder or as a partner

with another firm. If the Bidder's contract price includes any services and/or work to be provided by DBE firms, the Bidder shall demonstrate to Bi-State Development how the DBE goal percentage of the Contract Price and as specified in the Contract Documents in Section G-1 and G-2 shall be achieved. [G.1 DBE Requirements & Forms](#) and [G.2 Disadvantaged Business Enterprise \(DBE\) Terms & Conditions](#).

Illinois UCP – Firms certified by Illinois Unified Certification Program [UCP](#) shall be recognized as being certified for projects that are undertaken in the State of Illinois.

22. PUBLIC DOCUMENTS

It is SCCTD's policy to generally respond to requests for documents that are defined as "public documents". All proposals received are subject to public disclosure after opening.

23. PROTEST

A. Policy

Formal protest of any Agency procurement must be in writing and an original and ten (10) copies of the protest must be sent to the Vice President of Procurement, Bi-State Development, One Metropolitan Square, 211 North Broadway, Ste. 700, Mailstop 131, St. Louis, Missouri 63102-2595 via certified mail. The Vice President of Procurement shall refer the formal protest to the appropriate Bi-State Development official for the preparation of the recommended initial decision. Appeals of the decision by the Vice President of Procurement shall be made in writing to the President of Bi-State Development. Protests and appeals shall be made within the time frames required herein. All protests and appeals shall clearly state the name of the protestor, the solicitation, bid or contract title and number, and provide a statement of the grounds for the protest, or appeal, along with any supporting documentation. Failure to comply with these requirements of these procedures is sufficient grounds for the dismissal of the protest.

1. The outside of the transmittal envelope must be clearly marked "PROTEST." Formal written protests must be received in the offices of Bi-State Development within the designated time limits. All protests and appeals must be sent to Bi-State Development by certified mail.
2. Bi-State Development's objective is to resolve all formal protests as soon as practical. Nothing in this procedure should be construed as requiring a formal protest if a vendor wishes to clarify or discuss standards or procedures relating to the procurement process with procurement officials. Bi-State Development will attempt to informally resolve issues raised by such inquiries and will notify all Bidders of any material clarifications or discussions.
3. The Contracting Officer will keep Bi-State Development fully informed of any protest actions, both oral and written, and other Agency officials.
4. All Bidders who are affected by the protest will be given written notice that a formal written protest has been received and will be provided with a copy of the protest. If a formal protest is filed prior to bid due date, Bi-State Development may extend the due date in accordance with the standards set out herein. If the formal protest is filed after bid due date, but before award of a contract, all Bidders may be requested to extend their offer acceptance periods.
5. The Grants Department will be informed of protests involving grant-funded projects.
6. Agency personnel involved in protest actions may seek advice regarding the protest from Agency counsel.
7. Wherever the term "bid" is used in this procedure shall also include proposals and other methods of procurement.

B. Protest Before Awards

1. Any protests based upon (i) restrictive specifications, or (ii) challenges to the bid or proposal specifications or (iii) the evaluation procedure, or (iv) terms and conditions of the solicitation package must be filed in writing at least five (5) workdays (exclusive of Saturday, Sunday and holidays observed by Bi-State Development) prior to bid opening date, or the closing date of receipt of proposals. Any protest based on such allegations filed later than said five days may be summarily dismissed. The certified mail postmark date will be used to determine compliance with the filing deadline.

2. All other protests made prior to award must be filed in writing with the Director of Procurement and post marked no later than five (5) work days, exclusive of Saturday, Sunday and holidays observed by Bi-State Development, after the protester knows or should have known the alleged basis of protest.
 3. When protest prior to bid opening or award of a contract is made the bid opening or award may be postponed until the protest is resolved. SCCTD reserves the right to proceed with the bid opening and award, if necessary, in accordance with the standards set out herein. All written correspondence to Bi-State Development regarding the protest must be addressed to the Vice President of Procurement and not to other officers or managers of Bi-State Development, including the Board of Commissioners. Every reasonable effort will be made by the appropriate Agency Procurement Managers, with such assistance as is appropriate; to resolve the protest issues in the shortest possible time.
- C. Withholding of Award
1. Changes to the formal bid opening or award and notification of award are at the discretion of SCCTD. SCCTD/BSD may proceed with bid openings and awards prior to the resolution of protest issues, if the Vice President of Procurement has determined that:
 - a) the item or items to be procured are urgently required;
 - b) delivery or performance will be unduly delayed by failure to make the award promptly; or
 - c) failure to make prompt award will otherwise cause undue harm to SCCTD/BSD or other affected party.
 2. The Vice President of Procurement will advise all affected Agency managers, including the Chief Financial Officer, of the intent to award a contract under any of the above circumstances.
- D. Protests After Award
1. Any protest filed after award of the contract must be filed in writing and post marked within five (5) work days (exclusive of Saturday, Sunday and holidays observed by Bi-State Development) of award with the Vice President of Procurement or be subject to summary dismissal. With respect to protests after the award, the Vice President of Procurement will inform Bi-State Development officials concerning the elements of the protest. Goods, construction and/or services being performed under the protested contract will generally not be suspended pending the resolution of the protest.
- E. Initial Protest Decision Making
1. The Vice President of Procurement will render Bi-State Development's initial decision on the protest providing, however, the Chief Executive Officer may at his/her discretion direct the protest to be investigated by another Agency official who would then issue the decision. The protester may appeal the initial decision to the President, as provided herein. Copies of the initial decision will be provided to all bidders affected by the protest.
- F. Appeal of Initial Decision
1. Any appeal of the initial Agency decision must be filed in writing with the Chief Executive Officer within five (5) work days (exclusive of Saturday, Sunday or holidays observed Bi-State Development) after receipt of the initial decision. An original and ten (10) copies of the appeal must be provided to Bi-State Development. The President may designate another Bi-State Development manager to review and make a final decision on an appeal of the initial protest decision.
 2. The decision rendered by the President, or Bi-State Development official designated by the President, or Board as may be provided under the duly adopted policy, shall be the final decision of Bi-State Development. Copies of the final decision will be provided to all bidders affected by the protest.
- G. Reconsideration
1. Any requests for reconsideration of Bi-State Development's final decision must be based on information not previously known or available, or on the discovery of an error of law or regulation. Any such request for

reconsideration must be made within five (5) days after the date that the information becomes available or the error of law or regulation is known or should have been known. Requests for reconsideration shall not constitute grounds for Bi-State Development to withhold award or suspend performance, nor shall a request alter time limitations for appeal of final decisions to the FTA.

Bi-State Development Holidays are:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day After Thanksgiving
9. Christmas Day

24. CONTRACT TYPE

The contract is Cost Plus Fixed Fee.

25. PERIOD OF PERFORMANCE

The Contractor shall commence performance of the work under this contract within ten (10) calendar days from the date of receipt of the NTP for a period of approximately six (6) years.

26. RESERVED

27. SUBCONTRACTS

- A. Except as required in Bi-State Development's insurance section and Item 4.B. below, the prime Contractor is not required to provide copies of all subcontract agreements. Agreements shall be available for SCCTD/BSD review during regular business hours.
- B. DBE Subcontracts
Copies of DBE subcontracts shall be submitted so that Bi-State Development can verify compliance with DBE program requirements.

28. PROSECUTION OF WORK

The Contractor shall not proceed with any work required under this contract without a written Notice to Proceed (NTP) from SCCTD. Any work performed or expense incurred by the Contractor prior to receipt of NTP shall be entirely at the Contractor's risk.

- A. The Contractor shall prosecute the work diligently so as to meet the contract milestones.
- B. In case completion of work under this contract shall be necessarily delayed because of strikes, injunctions, and governmental controls or by reason of any cause or circumstance beyond the control of the contractor, the time of completion shall be extended by a number of days to be determined in each instance by Change Order/Modification.
- C. Time Extension - Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of the work. The change order/modification granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

29. SUBMITTAL CHECKLIST

This checklist is for your convenience only. It need not be submitted with your proposal. This checklist summarizes each form required to complete and submit your proposal to Bi-State via iSupplier via Upload.

Submittals	Instructions
Introduction Letter	See Paragraph 10 above. The letter must be uploaded via iSupplier and included with Offeror's proposal.
Evaluation Criteria	See Paragraph 11 above. The letter must be uploaded via iSupplier and included with Offeror's proposal.
C.1 Lobbying Restrictions (To be submitted by the highest ranking firm only).	Complete and Return. Form contained in the attached link C-1 Lobbying Restrictions
C.2 Conflict of Non-Restrictive Competition(To be submitted by the highest ranking firm only).	Complete and Return Form contained in the attached link. C.2 Conflict of Non-Restrictive Competition
C.3 Debarment, Suspension, Ineligibility and Voluntary Exclusion (To be submitted by the highest ranking firm only).	Complete and Return. Form contained in the attached link. C.3 Debarment, Suspension, Ineligibility and Voluntary Exclusion
C.4. Statement of Joint Venture (If applicable) (To be submitted by the highest ranking firm only).	Complete and Return Form contained in the attached link. C4. Statement of Joint Venture
D. Representations and Certifications of Prime (To be submitted by the highest ranking firm only).	Complete and Return Form contained in the attached link. D. Representations And Certifications Of Prime
E. Not Used	Not Used
F. Affirmative Action/Equal Employment Opportunity (To be submitted by the highest ranking firm only).	Complete and Return Form contained in the attached link. F. Affirmative Action/Equal Employment Opportunity
G-1 DBE Requirements and Forms (To be submitted by the highest ranking firm only).	Complete and Return contained in the attached links G.1 DBE Requirements and Forms.

30. DOCUMENTS INCORPORATED INTO CONTRACT

The following documents are included and part of in this solicitation and potential contract. All documents will be incorporated into the resulting contract. To open, click the link of each requirement.

Document	Hyperlink
Paragraph 32 - Scope of Services	Included in RFP
Appendix A1 – Negotiated Contract Award Form	Appendix A Negotiated Contract Award Form

Appendix A2 - Proposal Form	To be provided by Procurement to the highest ranking firm only.
C.1 Lobbying Restrictions	C-1 Lobbying Restrictions
C.2 Conflict of Non-Restrictive Competition	C.2 Conflict of Non-Restrictive Competition
C.3 Debarment, Suspension, Ineligibility and Voluntary Exclusion	C.3 Debarment, Suspension, Ineligibility and Voluntary Exclusion
C.4. State of Joint Venture (If applicable)	C4. Statement of Joint Venture
D. Representations and Certifications of Prime	D. Representations And Certifications Of Prime
F. Affirmative Action/Equal Employment Opportunity	F. Affirmative Action/Equal Employment Opportunity
G.- 1 Disadvantage Business Enterprise Requirements	G.1 DBE Requirements & Forms
G.2 Disadvantage Business Enterprise Terms & Conditions	G.2 Disadvantaged Business Enterprise (DBE) Terms & Conditions
I. General Provisions Terms and Conditions	I General Provisions Terms & Conditions CPFF
J. Insurance Requirements	J Insurance - Including Professional Liability

31. SCOPE OF SERVICES

St. Clair County Transit District (SCCTD) and Bi-State Development Agency (BSD) wish to contract with an Consulting Engineering Firm (Consultant) to perform NEPA Environmental Documentation and Design Services for the extension of the existing MetroLink line from the Shiloh-Scott Station to a new terminus at the Midamerica St. Louis Airport (MAA) as well as the construction of an Access Roadway and Bike Trail adjacent to the MetroLink extension, collectively defined as the “Project” in the remainder of this document.

The environmental documentation and design of the MetroLink extension was previously undertaken and completed in 1999, however, the environmental document and plans are no longer viable due to age, as well as changes that need to be incorporated into the Project. SCCTD wishes to contract with a design firm (or joint venture) to revise the previously completed plans as well as develop the necessary NEPA environmental documentation (expected to be an Environmental Assessment). In addition to updating the environmental documentation and plans, the plans will need to address the following revisions, at a minimum, which need to be incorporated into the Project’s environmental documentation and plans:

- Horizontal and Vertical Alignment revisions at the Rieder Road crossing due to the recent construction of the I-64/Rieder Road interchange.
- Revision of the terminus at MAA due to recent parking lot construction.
- Add a parallel bike path along the rail alignment.
- Add a parallel two lane access roadway from MAA to Rieder Road.

It is the intent of SCCTD that the Consultant will use as much of the previously prepared plans and documents as possible. Proposers should include ideas and methodology on how they will minimize new work while incorporating the previously completed documents and plans. The previously completed and approved environmental documentation, final design plans and supporting documentation from 1999 will be made available for prospective proposers for their review and use while developing their proposals.

Topographic survey files and CADD design files from the year 1999 will be made available to the selected proposer for their use in developing the new plan set. It is required that the selected proposer validate all provided topographic surveys, data files and design plans.

The proposed extension of the MetroLink alignment is located in St. Clair County Illinois and extends the MetroLink light rail system from the existing Shiloh-Scott MetroLink Station to MAA. The Shiloh-Scott to MAA Extension is 5.47 route miles and will have one station at MAA. The alignment will be double tracked (approximately 3.1 miles) from the Shiloh-Scott station to just west of Rieder Road, where it becomes single tracked for approximately 2.4 miles to the terminus at MAA. Double tracked means that there are dedicated eastbound and westbound tracks for the light rail vehicles (LRVs), while single tracked means that the same track will be used for both eastbound and westbound LRVs.

The proposed access roadway will traverse from a new intersection with Rieder Road and will roughly parallel the MetroLink alignment, terminating at MAA. The Access Road will require bridge structures at both Silver Creek and Little Silver Creek. It is anticipated that the Bike Trail will have dedicated space on the bridge structures. The roadway and structures will be designed and constructed to Illinois Department of Transportation (IDOT) Standards.

The proposed bike path will be a continuation of the MetroBikeLink Trail and will be constructed to IDOT Bike Trail Standards. The proposed bike trail will parallel the MetroLink extension from the Shiloh-Scott Station to MAA.

The majority if not of the entirety of the project traverses through land owned by St. Clair County, IL. Right of way plans will need to be developed to define the new MetroLink Right of Way (including boundary descriptions), but the Consultant will not need to negotiate with property owners, though access to land may require communication with MidAmerica Airport/St. Clair County Public Building Commission and holders of leases or rental agreements for said property.

PURPOSE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to establish a single contract for Environmental Documentation and Design Services to complete the Project. The Proposers are required to respond to this RFP with a Technical Proposal that will be reviewed and evaluated to select the most qualified Consultant to perform the services described herein.

The Contract will be subject to approval by SCCTD and BSD.

PROJECT BACK GROUND INFORMATION:

DETAILED PROPOSED METROLINK ALIGNMENT DESCRIPTION

The alignment starts as a double tracked alignment at the Shiloh-Scott station, heads in a northerly direction and crosses over Seibert Road on an aerial structure and then crosses Wherry Road at-grade. The alignment curves to the east and runs outside the clear zone for Runway 14R (Scott AFB) across the west end of MAA property.

The line transitions from double to single track just west of Rieder Road. The alignment continues eastward and crosses Rieder Road at-grade and enters the I-64 right-of-way through the Silver Creek wetland area. Two single-track bridges, one for Silver Creek and one for Little Silver Creek will be constructed.

The single-track line leaves the I-64 right-of-way, enters the MAA service area, and then runs at grade behind the airport’s fuel farm. The line continues eastward toward the airport’s terminal building along the southwest end of the existing lake and south of the airport’s glycol recovery basin. The only at-grade road crossing in the MAA area will be with the airport’s access ring. The intersection of Airport Boulevard and the west airport service road will be relocated southward to create an at-grade crossing of only Airport Boulevard.

The MidAmerica St. Louis Airport Station is a terminal station and will be constructed directly north of the bus parking area located across the street from the main entrance to the terminal building. The passenger station area will consist of an island platform between two MetroLink tracks along with a station plaza area. A third track will be provided at the station area for the staging and storage of MetroLink LRVs.

MetroLink regularly operates approximately 21 hours each day, 7 days per week. The existing MetroLink Track System is double mainline tracks with 115RE HH Rail on concrete crossties. The Traction power for the system is 860VDC, auto-tensioned overhead catenary.

The signaling system consists of wayside signals controlled via Vital Harmon Logic Controllers. Mainline block track circuits are two rail Audio Frequency (AF). Separation between mainline block track circuits is maintained by impedance bonds. Interlocking track circuits are single rail audio frequency (AF) track circuits. Separation between interlocking track circuits is maintained by insulated joints.

Wayside signals provide authority through existing circuitry. Cab signals provide authority through signal blocks and all speed commands. Cab signals operate at 2340 Hz and are modulated by various frequencies for the speed commands. Cab signals are applied at impedance bonds, directly injected to the rails, or via cab signaling loops, depending upon the specific situation.

ALIGNMENT INFORMATION SUMMARY

Alignment Information	Miles
Length of Alignment	5.47
Length of Double Track Alignment	3.08
Length of Single Track Alignment	2.39
Station 11 – Midamerica St. Louis Airport	
Three Tracks – one for LRV Storage	
1 Station Platform – 200 feet long	
Replacement Parking for 96 Spaces	

Bridges			
Seibert Road	Double Track	Little Silver Creek	Single Track
Silver Creek	Single Track		
At-Grade Crossings			
Wherry Road		Traction Power Substations 3	
Rieder Road		Track Interlocking 2	
Airport Boulevard			

PROPOSED PROJECT SCHEDULE

The following are the major milestones for implementing the project. SCCTD will consider owner procurement of long lead time items, if necessary to support the schedule.

1. Consultant Notice to Proceed
2. Evaluation of Existing Plans and Environmental Documentation
3. Development of 30% Plans and Submittal Review Meeting
4. Preparation of Environmental Documentation with expected Finding of No Significant Impacts or Record of Decision
5. Develop the following Design Plan Sets and Specifications
 - a. 60% Deliverable Submittal
 - b. 60% Submittal Review Meeting
 - c. 90% Deliverable Submittal
 - d. 90% Deliverable Review Meeting
 - e. Issue For Bid Drawings/Specifications
6. Procurement of Construction Services
7. Provide conformed drawings including addendums and final bid documents.
8. Construction Notice to Proceed

PROJECT SCOPE OF WORK

PROJECT MANAGEMENT REQUIREMENTS

The following duties shall be performed as required:

- Develop and maintain a Fiscal Management System (funding sources, cash flow, cash flow projections, budgets, payments control, internal document control, and others). This begins during preliminary engineering and will expand in detail as the project moves through final design and construction. Prepare project financial analysis, funding plans, alternative funding scenarios, budgets, forecasts, cost estimates, project drawdown schedules, cost reduction evaluations, and other financial data to meet project-specific needs. Work with SCCTD to update

cash flow and status information. Track and evaluate cost trends and variances in design, construction, administration, utility and costs, and recommend adjustments when adverse trends occur. Establish a Cost Control Plan for each phase of the Project to include maintenance of the baseline program cost, cost estimation, performance measurement, contingency management, cost allocation and schedule control.

- Develop and maintain a Master Project Schedule (MPS). This schedule will integrate all project activities, including PE, EA, design, construction, commissioning, start-up and systems testing, force account activities, property acquisition, etc. The MPS will also provide a summary-level focus on program and project milestones and interface points. The MPS will serve as an early warning system to identify potential problems well in advance. This schedule will be developed based on a Work Breakdown Structure and will be cost loaded and resource loaded to provide a basis for financial planning.

- Maintain a Document Control System (DCS) for the project. This system will implement a coordination, approval, control, and distribution process for all policies, procedures, and documents developed for the program. Using this system, the PMC will: 1) control all project drawings and submissions, 2) work with the SCCTD and BSD to develop and implement policies and procedures that address drawing standards and control (including procedures for control and maintenance of electronic files, a drawing numbering system, and a database for all baseline documents and reports), 3) establish the master design review schedule, and 4) reproduce and distribute design review packages at major milestones. It is the intention of the SCCTD and BSD to use the EBuilder Software Package in support of all DCS activities.

- Project Reporting System (PRS). This system will produce reports, in various levels of detail, to provide the SCCTD and BSD with an organized and timely basis for directing the program. The PRS will include a monthly report to include:
 - A. Monthly Executive Summary Report focusing on critical issues, safety, schedule and cost status, proposed changes, and problem areas relative to the project.
 - B. Schedule Report comparing actual progress against scheduled progress and including recommendations for correcting delays or incorporating changes into the program's plan.
 - C. Program Budget Report comparing the program budget (working estimate) to actual costs incurred and showing updated forecast-at-completion, with a summary by contract reflecting changes agreed upon since the last report. Major changes in anticipated costs will be accompanied by associated documentation.

- Meet and coordinate with SCCTD and BSD staff, local communities, and state and federal organizations throughout project development to keep participants informed about progress. SCCTD will lead the permitting and coordination efforts with interested stakeholders. The selected Consultant will be expected to provide support and attend meetings with stakeholders including but not limited to: IDOT; the Federal Transit Administration, Scott Air Force Base and Federal Aviation Administration.

- The Consultant will be required to conduct all utility coordination. While most of the corridor is clear of utilities, there will be the need for some relocations. Coordination with Ameren Illinois will be required in regards to power supply for the MetroLink Substations required to power the system. Prepare and distribute minutes from all stakeholder meetings.

- Coordinate with SCCTD and BSD staff to facilitate establishment and maintenance of community relationships and public information programs for all phases of the project. This includes public hearings, media interface, meetings with community organizations, and related public outreach efforts. Prepare and distribute minutes from all public meetings and hearings.

- Prepare independent construction and project level estimates for design submissions and to support studies and analysis.

- Coordinate and provide input on the construction procurement methodology, such as contract type and number of bid packages.

PRELIMINARY DESIGN AND ENVIRONMENTAL DOCUMENTATION

The Consultant shall prepare documents that must include sufficient information to satisfy the requirements of the FTA New Starts program, including, but not limited to, the following:

- The Consultant shall review the previous environmental documents.
- The Consultant shall conduct an environmental reevaluation of the previously approved environmental documents, which will lead to an environmental review which will satisfy National Environmental Policy Act (NEPA).
- The Consultant shall revise the MetroLink alignment as described previously and develop the design of the Access Road and Bike Trail to a level sufficient to finalize the NEPA documentation component.
- The Consultant shall conduct the NEPA Steps from Conducting Scoping to preparation of the Finding of No Significant Impact or Record of Decision.
- The Consultant shall conduct necessary stakeholder involvement as needed to satisfy NEPA requirements.
- The Consultant shall conduct necessary public meetings and hearings as needed to satisfy NEPA requirements.
- The Consultant shall provide cost estimates and schedules for the Project

SCCTD and BSD will rely on the Consultant's expertise in preparing the procurement documents and the Consultant should include any other relevant work in the bid documents.

List of Deliverables:

- Revised MetroLink Extension Plans at a 30% design level
- Required Environmental Documentation (EA and FONSI expected)
- Cost Estimate

ACCESS ROAD AND BIKE TRAIL FINAL DESIGN

After approval by SCCTD and BSD, the Consultant shall further the 30% design plans of the Access Road and Bike Trail to 60% (Right of Way plans) and 90% Final Plans. Design services may include, right of way plans, surveying, hydraulic studies, geotechnical investigations, contract documents, assisting with the bidding process, utility coordination/permits and traffic control plans including the preparation of PS&E and final documents. All features of the Roadway and Bike Trail will be designed and constructed for ADA compliance. The Roadway and Bike Trail shall be designed to IDOT Standards.

The Consultant shall develop plans that can be bid in combination with the MetroLink Extension Plans as defined below.

List of Deliverables:

- Roadway and Bike Trail Plans and Specifications at a 60% design level
- Roadway and Bike Trail Plans and Specifications at a 90% design level
- Issued for bid Roadway and Bike Trail Plans and Specifications at 100% design level
- Conformed Contract Plans and Specifications (Issued for Construction)
- Updated Cost Estimate at 60% design level
- Updated Cost Estimate at 90% design level

- Electronic files (for Conformed Contract Plans and Specifications)

METROLINK EXTENSION FINAL DESIGN

After approval by SCCTD and BSD, the Consultant shall further the 30% design plans of the MetroLink Extension. The plans shall be designed to current MetroLink Design Criteria and Standards. The Consultant shall provide all necessary engineering to develop signed and sealed plans which will enable SCCTD and BSD to construct a working light rail extension , including by not limited to:

- Railway Signal System Engineering and Design
- Communication Systems Engineering and Design
- Traction Power System Engineering and Design
- Railway Alignment Design
- Architectural Design
- Station Design
- Retaining Wall Design
- Hydraulics and Structural Bridge Design
- Drainage Design
- General Civil and Roadway Design
- Right of Way Design including Boundary Descriptions

The Consultant shall use the previous design packages as a guide to plan packages and should prepare the following volumes as standalone plan sets that could be let alone or in combination of one another:

- VOLUME I – ALIGNMENT AND UTILITIES
- VOLUME II – CROSS SECTIONS
- VOLUME III – STRUCTURES
- VOLUME IV – ROADWAYS
- VOLUME V - STATION

List of Deliverables for each of the above volumes:

- MetroLink Extension Plans and Specifications at a 60% design level
- Electronic deliverable (PDF and CADD) of topographic and boundary survey information including a copy of survey field notes and easement search reports.
- MetroLink Extension Plans and Specifications at a 90% design level
- Issued for bid MetroLink Extension Plans and Specifications at 100% design level
- Conformed Contract Plans and Specifications (Issued for Construction)
- Updated Cost Estimate at 60% design level
- Updated Cost Estimate at 90% design level
- Electronic files (for Conformed Contract Plans and Specifications)

DESIGN SUPPORT DURING CONSTRUCTION

Provide design support during construction including but not limited to submittal reviews, responding to Requests for Information, Potential Change Order reviews.

Provide Factory & Field Testing with support from Metro.

Implement Safety Certification Program and provide Signal Integration Support for interim and final cutover with support from Metro.

Based on revisions to the plans during construction, it is expected that the CADD file will need to be updated and re-issued to SCCTD/BSD. Consultant shall provide up to two (2) updated CADD files as requested by SCCTD and BSD.

Provide Record Documents, Design Reports, and CAD services to convert final Red-Line Markup Drawings into As-Built Drawings upon SCCTD and BDS Approval.

32. IDOT TERMS & CONDITIONS

8.1 Equal Employment Opportunity

In the event of the Contractor's non-compliance with the provisions of this of this Equal Employment Opportunity Clause, the Illinois Human Right Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulation. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees for other resources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulation, furnish all relevant information as may from time to time be requested by the Department of the contracting agency, and in all respects comply with the Illinois Human Rights act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it is will include verbatim or by reference the provisions of this item in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- (8) The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and

Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

8.2 Financial Assistance

This contract is subject to financial assistance contracts between St. Clair County Transit District and the Illinois Department of Transportation in association with BSD.

8.3 EEO Compliance

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

8.4 Interest of Member of Congress

No member of or delegate to the Illinois General Assembly (or the Congress of the United States) shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

8.5 Prohibited Interests

No member, or officer, or employee of Metro or a local public body with financial interest or control in this Contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

8.6 Contract Changes

Any proposed change in this Contract shall be submitted to Metro for its prior approval.

8.7 Audit and Inspection of Records

The Contractor shall permit the authorized representatives of Metro and the State of Illinois to inspect and audit all data and records of the Contractor relating to his performance under the Contract.

8.8 Assignment

Assignment of any portion of the work by subcontract must be approved in advance by Metro.

8.9 Records

The Contractor shall maintain records to show actual time devoted and cost incurred.

8.10 Ownership of Records

SCCTD shall retain ownership of all plans, specifications and related documents and provide BSD with copies of all documents desired at the completion of the project and its acceptance by BSD for operation.

8.11 Escalation Clauses

The Department does not allow escalation clauses as part of specifications or contracts, with the following exceptions, subject to prior concurrence for each contract:

Procurement for rail vehicles, where the contract price exceeds \$10,000,000 and completion of delivery exceeds one year; and

Procurement of metal products from a mill or manufacturer where quotations based on "price at time of shipment" has historically been used.

8.12 Subcontracts

The contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of (the third party) or use any materials from the stores, of (the third party), with respect to this contract, without the prior concurrence of the Illinois Department of Transportation. All such subcontracts, agreements, and force work and materials shall be handled as prescribed for third-party contracts, agreements, and force-account work by the IDOT manual for Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to SCCTD and Metro for approval prior to submittal to IDOT.