

PROJECT SPECIFICATIONS

# 2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17

ST. CLAIR COUNTY, ILLINOIS

July 2023



ST. CLAIR COUNTY TRANSIT DISTRICT

## **NOTICE TO BIDDERS**

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

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

IDOT Prequalification is required for all bidders.

No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workers employed in construction on this project.

Each bidder must deposit with his bid, security in the amount of not less than five percent (5%) of the bidder's total bid price, such security being an acceptable bid bond, certified check, or cashier's check. The successful bidder will be required to furnish a satisfactory Performance Bond in the full amount of the bid.

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

All questions shall be forwarded to Tony Erwin by email at [terwin@scctd.org](mailto:terwin@scctd.org).

**ST. CLAIR COUNTY TRANSIT DISTRICT**

# PROPOSAL

## 2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17

### ST. CLAIR COUNTY TRANSIT DISTRICT

To: The Chairman and Board  
St. Clair County Transit District

The undersigned, having familiarized (himself/itself/themselves) with the local conditions affecting the cost of the work and with the Contract Documents, including the Notice to Bidders, General Conditions, Special Provisions, Specifications for Workmanship and Materials, Proposal, Form of Contract, Form of Bonds, etc., and with the plans and addenda on file in the Office of the St. Clair County Transit District, hereby proposes to perform all work required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required in connection with the **2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17** for the St. Clair County Transit District, all in accordance with the Plans and Specifications, including:

ADDENDA NUMBER

DATE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

issued thereto and acknowledged herein, for the unit prices given in the following  
**SCHEDULE OF QUANTITIES AND BID UNIT PRICES:**

# PROPOSAL

## 2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17

### SCHEDULE OF QUANTITIES AND BID UNIT PRICES

Item	Description	Unit	Quantity	Unit Price	Total
1	Mobilization	L.S.	1		
2	Deck Removal	L.S.	1		
3	Deck Replacement	L.S.	1		
4	NSRR Flagging	L.S.	1		
				Total	

# PROPOSAL

If awarded this contract, the undersigned agrees to commence work within ten (10) days after award of the contract or as otherwise directed, and to complete the work as outlined in the Completion Date special provision of the **2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17** specifications.

Accompanying this proposal is a (certified check), (cashier's check), (bid bond), in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), payable to the St. Clair County Transit District, which it is agreed will be forfeited to the St. Clair County Transit District if the undersigned fails to execute the contract.

\_\_\_\_\_  
BIDDER - COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY / STATE / ZIP

BY:  
\_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

# PROPOSAL

## NON-COLLUSION AFFIDAVIT

The bidder, by its officers and their authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, nor with any public officer of the ST. CLAIR COUNTY TRANSIT DISTRICT whereby such affiant or affiants, or either of them, has paid or is to pay to such other bidder or public officer any sum of money; nor has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants; or either of them, has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids; nor any inducement of any form or character, other than that which appears upon the face of the bid, will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract; nor has this bidder entered into any agreement or understanding of any kind whatsoever, with any person, in any way or manner, for any of the proceeds of the contract sought by this bid.

\_\_\_\_\_ BY: \_\_\_\_\_  
BIDDER - COMPANY NAME

\_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY / STATE / ZIP

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**NOTE:** Bidders should not add any conditions or qualifying statements to this bid, as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.

# PROPOSAL

## BID BOND

**WE**, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY with authority to do business in Illinois, are held and firmly bound unto the ST. CLAIR COUNTY TRANSIT DISTRICT in the penal sum of Five Percent (5%) of the total bid price lawful money of the United States. We bind ourselves jointly and severally, and our joint and several heirs, executors, administrators, successors, and assigns, firmly by these presents, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, to pay to the ST. CLAIR COUNTY TRANSIT DISTRICT this sum under the conditions of this instrument.

**WHEREAS** the condition of the foregoing obligation is such that, the said PRINCIPAL is submitting a written proposal to the ST. CLAIR COUNTY TRANSIT DISTRICT for **2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17.**

**THEREFORE**, if the proposal is accepted and a contract awarded to the PRINCIPAL by the ST. CLAIR COUNTY TRANSIT DISTRICT for the aforementioned improvement, and the PRINCIPAL shall within ten (10) days after receipt of the notice of award enter into a formal contract and furnish evidence of the required insurance coverage, all as required by the project specifications, then this obligation shall become void; otherwise, it shall remain in full force and effect.

**IN THE EVENT** the ST. CLAIR COUNTY TRANSIT DISTRICT determines that the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the ST. CLAIR COUNTY TRANSIT DISTRICT shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees and any other expense of recovery.

**IN TESTIMONY WHEREOF**, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL) PRINCIPAL

\_\_\_\_\_  
PRINCIPAL - COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY / STATE / ZIP

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE DATE

\_\_\_\_\_  
TITLE DATE

(SEAL) SURETY

\_\_\_\_\_  
SURETY - COMPANY NAME

BY:

\_\_\_\_\_  
ATTORNEY-IN-FACT DATE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_





## Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
St. Clair County Transit District	St. Clair	2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17

Check this box for lettings prior to 01/01/2023.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

### Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	53
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	56
3	<input type="checkbox"/> EEO	57
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	67
5	<input type="checkbox"/> Required Provisions - State Contracts	72
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	78
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	80
9	<input type="checkbox"/> Construction Layout Stakes	81
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	84
11	<input type="checkbox"/> Subsealing of Concrete Pavements	86
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	90
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	92
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	93
15	<input type="checkbox"/> Polymer Concrete	95
16	<input type="checkbox"/> Reserved	97
17	<input type="checkbox"/> Bicycle Racks	98
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	100
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	102
20	<input type="checkbox"/> English Substitution of Metric Bolts	103
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	104
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	105
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	113
24	<input type="checkbox"/> Reserved	129
25	<input type="checkbox"/> Reserved	130
26	<input type="checkbox"/> Temporary Raised Pavement Markers	131
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	132
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	135
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	142
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	144
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	145

St. Clair County Transit District

St. Clair

2023 Bike Trail NSRR Bridge Deck  
Replacement Structure B30.17

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	147
LRS 2	<input type="checkbox"/> Furnished Excavation	148
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	149
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	150
LRS 5	<input checked="" type="checkbox"/> Contract Claims	151
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	152
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	158
LRS 8	<b>Reserved</b>	164
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	165
LRS 10	<b>Reserved</b>	169
LRS 11	<input checked="" type="checkbox"/> Employment Practices	170
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	172
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	174
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	175
LRS 15	<input checked="" type="checkbox"/> Partial Payments	178
LRS 16	<input type="checkbox"/> Protests on Local Lettings	179
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	180
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	181
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	182

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

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# **SPECIAL PROVISIONS**

## **2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17**

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

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

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

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

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

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

**PREQUALIFICATION:** The Contractor shall be prequalified through IDOT.

**CONTRACT ADMINISTRATOR:** The St. Clair County Transit District or its authorized representative will be the assigned Contract Administrator of this contract. This individual will be the point of contact for the Contractor regarding any issues or concerns relating to the contract. The Contract Administrator will also be responsible for scheduling site visits with the Contractor, reviewing sites for completion, enforcement of contract provisions and the receipt of invoices as provided by the Contractor. The Contractor will be provided contact information for the Contract Administrator upon award of the contract and will be subsequently notified should the administrator change during the life of the contract.

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

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

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

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

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

Sound timber deck planks, guardrail, and nailers removed from the structure shall be retained by the Contractor and salvaged for use by the St. Clair County Transit District. The Contractor shall stockpile the retained material in a suitable location at the project site and protect from damage. St. Clair County Transit District will inspect the retained material to determine its suitability for salvage and remove the suitable material from the project site. Material deemed to be unsuitable for salvage by the St. Clair County Transit District will be disposed of by the Contractor.

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

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

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

**INVOICES:** The St. Clair County Transit District will pay all Contractor submitted invoices on a monthly basis. The St. Clair County Transit District will have 72 hours to inspect the project site before any submitted invoice is processed for payment. Under no circumstances will the Contract Administrator be authorized to pre-pay for work prior to completion or for the partial completion of work. Invoice templates shall follow the standard AIA form. The Contract Administrator can provide a template upon request. If the Contractor elects to use their own invoice, then said invoice shall include the following features: invoice number, invoice date, individual listing of project site with corresponding cost and account reference along with the date the work was completed. Invoices shall be emailed to the St. Clair County Transit District Office via email provided to the Contractor. All invoices submitted shall be paid **Net 30**.

**RETAINAGE:** To further assure timely completion of the work, restoration, and clean-up of the project site, 10% of the payment due to the Contractor shall be retained until the project is successfully completed and all punch list items are adequately addressed.

**PROJECT LABOR AGREEMENT (PLA) AND PREVAILING WAGES:** A PLA shall be required for this project and 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 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 <https://www2.illinois.gov/idol>.

**TRAFFIC CONTROL PLAN:** Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these Special Provisions, and any special details and Highway Standards contained herein.

The Contractor shall install appropriate signage providing for the closure of the bike trail. Closure signs shall be placed along the bike trail at its intersections with the Richland Creek and the Richland Creek Greenway Trail in accordance with Standard BLR 21.

Cost for this work shall be considered included in the costs of the various items of work being completed as part of the project and no additional compensation will be allowed.

**CONSTRUCTION LAYOUT:** The Contractor shall furnish and provide all construction layout necessary to complete the work as outlined herein. The Contractor shall provide field forces, equipment, and material to perform the entire layout for the work, set additional stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Transit District or their agent and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades, and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset when any are damaged, lost, displaced, removed, or otherwise obliterated.

Cost for this work shall be considered included in the costs of the various items of work being completed as part of the project and no additional compensation will be allowed.

**EQUIPMENT AND MATERIAL STORAGE:** The Contractor shall use staging locations adjacent to the project site as to not create an unsafe work area. Staging locations to be used by the Contractor will require written approval of the St. Clair County Transit District.

**UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES:** It is the Contractor's responsibility to determine the existence and location of all underground facilities, structures, and utilities and to protect them from damage during construction.

**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, trees, tree limbs, 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.

**INDEMNIFICATION:** 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 architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, 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 in 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 any employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph A 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 benefit 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.

**SAFETY AND PROTECTION:** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- All employees on the project and other persons and organizations who may be affected thereby; and
- All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
- Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

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. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property 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 time as all the Work is completed and the St. Clair County Transit District has issued a notice to the Contractor that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the St. Clair County Transit District.

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.

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

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

## **COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13.”

Revise Article 108.04(b) of the Standard Specifications to read:

“(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item.”

Revise Article 109.09(f) of the Standard Specifications to read:

“(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

**“109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
  - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

## **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

80391

## **VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

80439

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
RAILROAD PROTECTIVE LIABILITY INSURANCE FOR LOCAL LETTINGS

Effective: March 1, 2005  
Revised: January 1, 2006

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

**Railroad Protective Liability Insurance.** The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications. A separate policy is required for each railroad indicated on the attached form unless otherwise noted. The limits of liability for each policy are listed on the attached form. The minimum limits of liability shall be in accordance with Article 107.11 of the Standard Specifications.

**Basis of Payment.** The costs for providing insurance, as noted above, will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

APPROVAL OF INSURANCE: The ORIGINAL and one CERTIFIED copy of each required policy shall be submitted for approval to the following address:

**Tony Erwin**  
\_\_\_\_\_  
**St. Clair County Transit District**  
\_\_\_\_\_  
**27 North Illinois Street**  
\_\_\_\_\_  
**Belleville, IL 62220**  
\_\_\_\_\_

The contractor will be advised when approval of the insurance has been received from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Resident Engineer evidence that the required railroad protective liability insurance has been approved by the railroad(s). The Contractor shall also provide the Resident Engineer with expiration date of each required policy.



**RAILROAD PROTECTIVE LIABILITY INSURANCE FORM**

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<u>NAMED INSURED &amp; ADDRESS</u>	<u>NUMBER &amp; SPEED OF PASSENGER TRAINS</u>	<u>NUMBER &amp; SPEED OF FREIGHT TRAINS</u>
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**Norfolk Southern Railroad**

DOT/AAR Number: \_\_\_\_\_ RR Mile Post: \_\_\_\_\_  
Liability Limits: Combined Single Limit \$ \_\_\_\_\_ Aggregate Limit \$ \_\_\_\_\_  
For Freight/Passenger Information Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
For Insurance Information Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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DOT/AAR Number: \_\_\_\_\_ RR Mile Post: \_\_\_\_\_  
Liability Limits: Combined Single Limit \$ \_\_\_\_\_ Aggregate Limit \$ \_\_\_\_\_  
For Freight/Passenger Information Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
For Insurance Information Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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DOT/AAR Number: \_\_\_\_\_ RR Mile Post: \_\_\_\_\_  
Liability Limits: Combined Single Limit \$ \_\_\_\_\_ Aggregate Limit \$ \_\_\_\_\_  
For Freight/Passenger Information Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
For Insurance Information Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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DOT/AAR Number: \_\_\_\_\_ RR Mile Post: \_\_\_\_\_  
Liability Limits: Combined Single Limit \$ \_\_\_\_\_ Aggregate Limit \$ \_\_\_\_\_  
For Freight/Passenger Information Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
For Insurance Information Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

St. Clair County Transit District, its elected and appointed officials, officers, agents and employees,

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both individually and collectively

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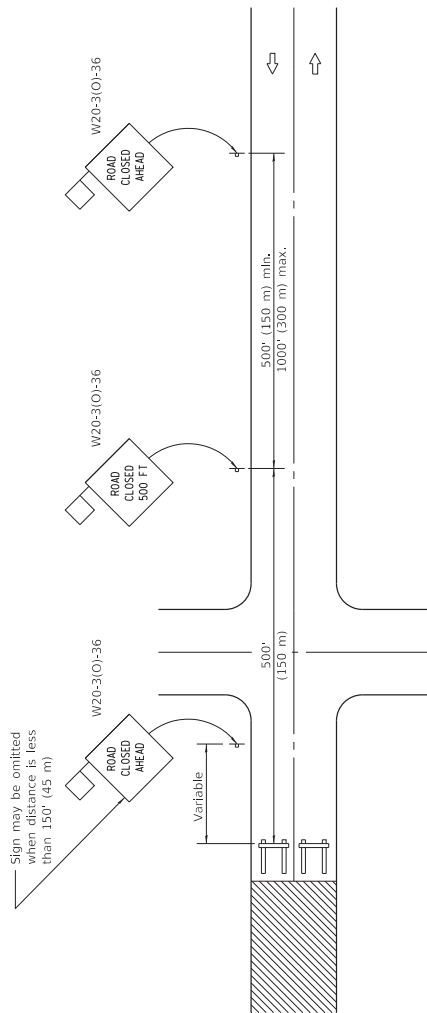
Bi-State Development Agency, its officers, commissioners, agents and employees

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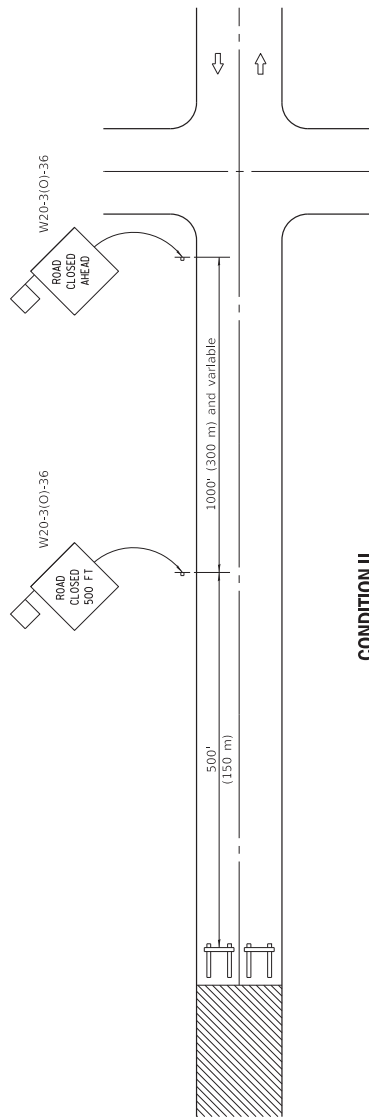
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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.



**CONDITION I**

When distance from closure to crossroad is less than 1500' (450 m)



**CONDITION II**

When distance from closure to crossroad is greater than 1500' (450 m)

**SYMBOLS**



Work area



Type III Barricade



Sign with 18x18 (450x450) min. orange flag attached

**GENERAL NOTES**

Type III Barricades and R11-2-4820 signs shall be positioned as shown in "Road Closed To All Traffic" detail on Highway Standard 70190-1.

Two Type A Low Intensity Flashing Lights shall be used on each approach in advance of the work area during hours of darkness. One light shall be installed above the barricades and the other above the first advance warning sign.

All warning signs shall have minimum dimensions of 36 x 36 (900 x 900) and have a black legend on an orange reflectorized background.

When fluorescent signs are used, orange flags are not required.

Longitudinal dimensions may be adjusted to fit field conditions.

When the distance between the barricade and the intersection is between 1500' (450 m) and 2000' (600 m), the advance sign shall be placed at the intersection. When the distance between the barricade and the intersection is over 2000' (600 m), an additional sign shall be placed at the intersection. The additional sign shall give the distance to the barricade in miles or fractions of a mile.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-12	Omitted two notes from GENERAL NOTES.
1-1-09	Switched units to English (metric).

**TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES FOR CONSTRUCTION ON RURAL LOCAL HIGHWAYS**

**STANDARD B.L.R. 21-9**

Illinois Department of Transportation

ISSUED 1-1-07  
 PASSED January 1, 2012  
 ENGINEER OF LOCAL ROADS AND STREETS  
 APPROVED January 1, 2012  
 ENGINEER OF DESIGN AND ENVIRONMENT

**RailPros Field Services, Inc.****Construction Monitoring and Flagging Agreement**

**THIS AGREEMENT** ("Agreement") is made and entered into as of Jun 28, 2023 by and between **ST CLAIR COUNTY TRANSIT DISTRICT** ("Company"), located at 27 North Illinois Ave, Belleville, Illinois, 62220 and RailPros Field Services, Inc. ("RPFS"), located at 1320 Greenway Dr., STE 490, Irving, TX 75038-2690. RPFS is a consultant to Norfolk Southern Railway ("NS").

Whereas, Company has been granted permission by NS for temporary access or use of its right of way or property for the installation, construction, maintenance, operation, and removal of certain facilities that cross or encroach upon NS right of way or property, trackage, or other facilities through license agreements, referred to as Activity Number: 1120018 (the "Project").

Whereas, NS may require the Company to utilize one or more services of RPFS to 1) monitor the installation, construction and/or maintenance activities and communicate with NS regarding the status of the work and any issues that arise that may impact NS or not meet NS executed agreement(s) 2) perform railroad flagging services.

**A. Services**

1. **Construction Monitoring.** The Company is required to use the services of RPFS to observe the work being performed on the Project by the Company and its contractors and to communicate with NS regarding issues that may arise during the Project. RPFS owes no duty to the Company regarding this service. This service is performed exclusively for the benefit of NS. RPFS services do not include supervision or direction of the means, methods, or actual work of the Company or its contractors.
2. **Flagging.** The Company is required to utilize the services of RPFS to perform railroad flagging services in accordance with NS work orders and with RPFS staff qualified under the NS rules where the Project is located.

**B. RPFS Non-Responsibility**

1. The presence of RPFS monitors and/or flaggers on site will not relieve the Company of its responsibility to comply with the terms and conditions of the applicable NS license or permit and approved design specifications. RPFS will not be responsible for job or site safety or security of the Project.
2. RPFS shall not be responsible for delays caused by Company's failure to furnish necessary information promptly as requested, or for delays resulting from faulty equipment or late, slow, or faulty performance by Company, other contractors or sub-consultants of Company, or government agencies whose performance of work is precedent to or concurrent with the performance of RPFS monitoring of Company's work.
3. RPFS shall not be responsible for damages due to any delays in the performance of the work for any reason other than for RPFS negligence or misconduct. RPFS shall be entitled to additional compensation at the same rates described in Appendix 1 for any delay which is not due to RPFS or its contractors, employees, or agents' acts or omissions. Any such adjustments to the Project duration and compensation shall be put in writing in the form of an invoice issued to the Company upon determination of same.

**C. Company Responsibilities**

1. In accordance with generally accepted construction practices, Company will be solely responsible for working conditions on the job site, including security and safety of all persons and property during the Project, and compliance with NS safety requirements, local safety requirements and Occupational Safety and Health Administration (OSHA) regulations. This requirement shall apply continuously and not be limited to normal working hours.
2. Wherein the Project site is determined by the Company to be unworkable due to inclement weather conditions, the Company must notify RPFS on-site field representative as soon as practicable of any such delays.

**D. Compensation**

1. Company agrees to pay RPFS according to the rates stated in Appendix "1" attached hereto for the duration of

the Project. Company shall pay RPFS within thirty (30) calendar days of the date of RPFS invoices, which will be based on the value of the services completed during each calendar month. Invoices unpaid in excess of thirty (30) calendar days will be past due and will incur a late fee of 1 ½ % of the outstanding balance for each month or portion thereof that the invoice is past due. RPFS shall be paid regardless of payment status between Company and any other party, and Company’s failure to timely pay RPFS invoices when due is a material breach of this Agreement.

2. RPFS has the right to invoice for fees (a minimum of \$1,500.00) to cover necessary costs whenever a Project is terminated or delayed by the owner, applicant, or agent without four (4) days advanced notice; when the Company requests expedited mobilization of services; or when the Project is installed in absence of RPFS Construction Monitoring services when required by NS.

**E. Commencement Date and Term of Services**

1. RPSF services will begin upon acceptance of this Agreement by Company and shall continue through construction of the Project and NS property has been returned to the condition prior to the Company Project.

2. This Agreement has been executed by the authorized representatives of the parties and is intended to create a binding contractual relationship.

3. This Agreement shall take precedence over other documents, purchase orders, work orders that may be issued and/or signed after this Agreement. In no event, shall the terms and conditions in any RPFS or Company purchase order, work order, or similar document issued after the signing of this Agreement govern over this Agreement.

**F. Standard Provisions of RPFS Construction Monitoring and Flagging Agreement**

The Standard Provisions of RPFS Construction Monitoring and Flagging Agreement attached hereto as Exhibit A shall apply to the services provided under this Agreement.

**RAILPROS FIELD SERVICES, INC.**

By: Katie Eakins  
[Authorized Representative]

By: Katie Eakins  
[Print Name]

Title: Protection Services Coordinator

Date: 6/29/23

**ST CLAIR COUNTY TRANSIT DISTRICT**

By: [Signature]  
[Authorized Representative]

By: MANFRED G SHUKY  
[Print Name]

Title: MANAGER

Date: 6/29/2023

**EXHIBIT A**  
**STANDARD PROVISIONS OF RPFS**  
**CONSTRUCTION MONITORING AND FLAGGING AGREEMENT**

The Company and RailPros Field Services, Inc. ("RPFS"), agree that the following provisions shall be part of this Agreement.

1. The Company shall designate an individual with authority to act on behalf of the Company with respect to the Project and shall give prompt written notice to RPFS if the Company becomes aware of any problems with the Project and shall otherwise fully cooperate as may be required or appropriate in connection with the Project.

2. RPFS services shall be performed in a manner consistent with that degree of skill and care typically exercised by similar professionals performing similar services under the same or similar circumstances and conditions. RPFS makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

3. In no event, shall any statute of limitations commence to run any later than the date when RPFS services are substantially completed and any cause of action against RPFS arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when RPFS services are substantially completed.

4. In no event shall RPFS be liable for consequential damages, including lost profits, loss of investment or other incidental damages.

5. Compensation payable to RPFS pursuant to this Agreement shall be in addition to taxes (except income taxes) that may be assessed against RPFS by any state or political subdivision directly on services performed or payments for services performed by RPFS. Such taxes that RPFS may be required to collect or pay shall be added by RPFS to invoices submitted to the Company pursuant to this Agreement.

6. This Agreement may be terminated by either Company or RPFS upon four (4) days' written notice delivered to [NS.Coordinator@RailPros.com](mailto:NS.Coordinator@RailPros.com) for any or no reason. Either party may terminate this Agreement upon twenty-four (24) hours' written notice in the event of a material breach of the Agreement by the other party. Company expressly agrees to hold RPFS harmless from any liability arising out of RPFS termination of its services hereunder. In the event of termination of this Agreement, Company shall promptly pay RPFS for all of the services performed by RPFS prior to the termination of the Agreement. All fees paid are deemed earned.

7. Neither the Company nor RPFS shall assign its interest in this Agreement without the written consent of the other. The Construction Monitoring services to be provided pursuant to this Agreement are being performed solely for the benefit of NS and no benefit is meant to be conferred upon any other person or entity, and no such person or entity should rely upon RPFS performance of this service. No claim against RPFS shall accrue to any contractor, subcontractor, owner, officer, director, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, or any other third-party as a result of the performance or non-performance of Construction Monitoring services on this Project.

8. Unless otherwise provided by specific agreement, RPFS shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances at the Project site.

9. The Company agrees to indemnify and hold RPFS, its officers, directors, agents and employees, harmless from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and from property damage to whomsoever or whatsoever occurring that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Project, or (b) any act, omission or neglect of Company, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of RPFS or caused solely by the willful misconduct of RPFS. If the Company lists NS as an additional insured on its insurance policy, the Company also agrees to similarly list RPFS as an additional insured

on its insurance policy as well.

10. To the extent any damage or claim is covered by insurance during performance of this Agreement, the Company and RPFS waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Company or RPFS, as applicable, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

11. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation prior to the commencement of any legal or arbitration proceeding as a condition precedent to the right to recover attorney fees in any proceeding. The mediator shall be jointly selected by the Company and RPFS. The mediator's fees shall be shared equally and shall be held at the location selected by the mediator.

12. Equal Opportunity. RPFS shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

13. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

14. This Agreement is the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all previous agreements, negotiations, or understandings, written or oral, between the Parties. The parties hereto declare and represent that no promises, inducements, representations, warranties, or other agreements, whether express or implied, not contained herein, have been made, and further declare and represent that they have not executed this Agreement in reliance upon any such promise, inducement, representation, warranty, or other agreement not contained herein.

15. This Agreement may only be modified, amended, or supplemented in a writing executed by the Parties hereto.

16. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver, consent or excuse is in writing, and signed by the Parties hereto. A waiver by a Party hereto of any breach or default by the other Party to this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach or default hereunder by the other Party.

17. In case any one or more of the provisions in this Agreement should be declared by a court, arbitrator, or governmental agency or department to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. Each Party is or had an opportunity to be represented by counsel and made a full and independent investigation of the matters contained herein and is only entering into this Agreement based on the Party's full satisfaction of the results of any investigation and arm's length negotiations. This Agreement will be deemed to have been jointly and equally drafted by the Parties.

19. Time is of the essence in the performance of the terms and conditions of this Agreement.

20. In the event of any legal, equitable or alternative dispute resolution proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to its reasonable legal fees and costs.

**APPENDIX 1****Compensation****Flagging:**

RPFS shall provide on-site staff (Flagger or Employee in Charge or Watchman or Supervisor) and shall be compensated as follows:

<b>Rate Category</b>	<b>Description</b>	<b>Rates</b>
Flagman Daily Rate	Minimum billable charge for up to 8-hours straight time	\$1,200/day
Overtime Rate	Hourly rate payable for all hours over 8-hours	\$162/hour
Alternate/Weekend Daily Rate	Minimum billable charge for up to 8-hours - Saturday, Sunday, Holidays and any 2nd or 3rd shift assignments	\$1,339/day
Alternate/Weekend Overtime Rate	Hourly rate payable for all hours over 8-hours - Saturday, Sunday, Holidays and any 2nd or 3rd shift assignments	\$181/hour

**Construction Monitoring:**

RPFS shall provide on-site staff (Construction Monitor) and shall be compensated as follows:

<b>Rate Category</b>	<b>Description</b>	<b>Rates</b>
Mobilization Fee	Travel and administrative costs. Multiple mobilization fees will be charged if the Project is delayed or cannot be constructed in consecutive days	\$1,000/Project
Monitor Daily Rate	Minimum billable charge for up to 8-hours straight time	\$1,500/day
Overtime Rate	Hourly rate payable for all hours over 8-hours	\$205/hour
Alternate/Weekend Daily Rate	Minimum billable charge for up to 8-hours - Saturday, Sunday, Holidays and any 2nd or 3rd shift assignments	\$1,640/day
Alternate/Weekend Overtime Rate	Hourly rate payable for all hours over 8-hours - Saturday, Sunday, Holidays and any 2nd or 3rd shift assignments	\$205/hour



# PROJECT LABOR AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION IN ILLINOIS

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_ and the Southwestern Illinois Building Trades Council for and on behalf of its affiliates, hereinafter referred to as the “Union”. This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the St. Clair County Transit District – Bike Trail NSRR Bridge Deck Replacement Structure B30.17.

## 1.01 INTENT AND PURPOSES

- A. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: 2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17

- B. It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements.
- C. The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the Southwestern Illinois Building Trades Council and the applicable employers association, if any. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary. Upon written notice from any fringe benefit fund, the St. Clair County Transit District will withhold payment of delinquencies occurring on this project from the involved Prime Contractors.

- D. The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Southwestern Illinois Building Trades Council (S.I.B.T.C.) Affiliate signatory to this Agreement expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity are agreed upon by the bargaining parties.
- E. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.
- F. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.
- G. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.
- H. Items specifically excluded from the scope of this Agreement include but are not limited to the following: No items are excluded.
- I. The provisions of this Project Agreement shall not apply to the Agency or its designated representatives, and nothing contained herein shall be construed to prohibit or restrict the Agency or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.
- J. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.
- K. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any

joint employer status between or among the Owner, Contractor(s) or any employer.

## 1.02 RECOGNITION

The Contractor recognizes the S.I.B.T.C. and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. S.I.B.T.C. affiliates signatory to this Agreement will have recognition on the project for their craft.

## 1.03 ADMINISTRATION OF AGREEMENT

- A. In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, S.I.B.T.C. Representatives and all signatory parties prior to the start of any work on the project.
- B. Representatives of the Contractor and the Unions shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.
- C. The Contractor shall make available in writing to the Unions and Council no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

## 1.04 HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

- A. The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the crafts involved and the S.I.B.T.C. shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

- B. All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each craft's current Collective Bargaining Agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.
  - 1. Fringe benefit payments for all overtime work shall be paid in accordance with each craft's current Collective Bargaining Agreement.
- C. Shift work, if used, shall be as provided in the Collective Bargaining Agreement of each affected craft.
- D. Recognized Holidays shall be as follows; New Years Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (*to be celebrated on November 11*), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager.

#### 1.05 ABSENTEEISM

- A. The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

#### 1.06. MANAGEMENT RIGHTS

- A. The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the Unions Collective Bargaining Agreement.

#### 1.07 GENERAL WORKING CONDITIONS

- A. Employment begins and ends at the project site, to be determined at the Pre-Job Conference.
- B. Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.
- C. The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules

regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

- D. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.
- E. Crew Foreman shall be utilized as per the existing Collective Bargaining Agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.
- F. The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.
- G. Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.
- H. The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.
- I. It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendors personnel in supervising the setting of the equipment, making modifications and final alignment, which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.
- J. In order to promote a harmonious relationship between the equipment or vendors personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Unions of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

## 1.08 SAFETY

- A. The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.
  - 1. These rules and regulations will be published and posted at conspicuous places throughout the project.
- B. In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a Project site to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the S.I.B.T.C. or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

## 1.09 SUBCONTRACTING

- A. The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

## 1.10 UNION REPRESENTATION

- A. Authorized representatives of the S.I.B.T.C. and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.
- B. Each S.I.B.T.C. affiliate which is a party to this Agreement, shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.
- C. The working steward will be paid at the applicable wage rate for the job classification in which he is employed.
- D. The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise

provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

## 1.11 DISPUTES AND GRIEVANCES

- A. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.
- B. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.
- C. Any question or (dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date

on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

- (b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

- (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established, herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

D. The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.



## 1.12 JURISDICTIONAL DISPUTES

- A. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- B. All jurisdictional disputes between or among Building and Construction Trades Unions and employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.
- C. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractors assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- D. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

## 1.13 WORK STOPPAGES AND LOCKOUTS

- A. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the S.I.B.T.C., its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.
- B. The S.I.B.T.C. and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the Project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.
- C. No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above

reasons, shall not be eligible for rehire on the same project for a period of no less than ninety (90) days.

- D. Neither the S. I. B.T.C. or its affiliates, shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the S. I. B.T. C. will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The S.I.B.T.C. in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.
- E. In lieu of any action at law or equity, any party shall institute the following procedure when breach of this Article is alleged, after all involved parties have been notified of the fact.
1. The party invoking this procedure shall notify Bi-State Development Agency whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
  2. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.
  3. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
  4. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and

such Award shall be served on all parties by hand or registered mail upon issuance.

5. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding, to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith, are hereby waived by parties to whom they accrue.
7. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

1.14 GENERAL SAVINGS CLAUSE

- A. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable, shall not be affected thereby.

1.15 TERM OF AGREEMENT

- A. This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

**IN WITNESS WHEREOF**, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Date: \_\_\_\_\_

\_\_\_\_\_

(Contractor Representative)

\_\_\_\_\_

(Firm's Name)

\_\_\_\_\_

(Firm's Address)

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Eric Oller, Exec. Sec.-Treas.  
Southwestern Illinois Building &  
Construction Trades Council  
2A Meadow Hgts. Professional Park  
Collinsville, IL 62234

ATTACHMENT A  
LETTER OF ASSENT

All contractors of whatever tier (except those construction contractors who have directly signed the Agreement) shall execute the following Letter of Assent prior to commencing work:

(Contractor Letterhead)  
(Name of Owner)  
Office of Owner Representative  
Attn: \_\_\_\_\_

RE: 2023 Bike Trail NSRR Bridge Deck Replacement Structure B30.17  
Construction Project Agreement

Dear Sir

Pursuant to Article 1.01, Intent and Purposes, of the above reference Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement for Development and Construction in Illinois, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extensions, after which this understanding will automatically terminate, except as provided for in Article 1.01, Paragraph 1, of the Agreement.

Sincerely,

(Name of Contractor or Subcontractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT B

### **DRUG ABUSE PREVENTION, DETECTION & AWARENESS PROGRAM FOR MEMBERS OF UNIONS WITHIN THE SOUTHWESTERN ILLINOIS AND ST. LOUIS BUILDING & CONSTRUCTION TRADES COUNCIL OF AFL-CIO**

We are firmly committed to the safe and efficient construction and operation of all projects. The safety and health of project employees, and the quality of construction are of paramount concern. The use, possession, or distribution of drugs in the Work place is inconsistent with the achievement of these objectives. There being a delicate balance existing between safety, health, efficiency and the interest of worksite employees' right to privacy, this program recognizes that the union and the employer will not intrude into the off duty lives of workers or their right to privacy. The sole purpose of this policy is the elimination of impairment at the job site. It is recognized that on job impairment is often caused by underlying physical or emotional problems. For that reason, this program includes a drug and alcohol awareness orientation at their pre-employment screening. Accordingly, the parties agree that in order to enhance the safety of the work place, and to maintain a drug free work environment, individual employers may require employees to undergo drug screening by using the following procedures. This policy and following procedures are binding, mutually agreed to by the parties to this agreement.

1. It is understood that the use, possession, transfer or sale of illegal controlled substances is absolutely prohibited while employees are on the employer's job premises, or while working on any site in connection with work performed under the applicable agreements.
2. An employer or owner may declare a job site to be a drug testing site for all employees working on that site. If declared a drug testing site, all building trades persons must be tested before beginning work.
3. All employees will undergo tests for the following controlled substances:
  - A. Amphetamines
  - B. Barbiturates
  - C. Benzodiazepines
  - D. Cocaine
  - E. Opiates
  - F. THC (Marijuana/Canabinoids)
  - G. Methadone
  - H. PCP

This program does not prohibit the use or possession of any medication prescribed by the employee's physician, or any over-the-counter medication.

4. An Employer may require a fitness for duty determination for the following reasons:

Accidents - Employee involvement in accidents causing property of \$4,400 or more or serious personal injury shall be grounds for requesting testing for alcohol or controlled substances to determine fitness for duty.

Observed Behavior (Objective Criteria) - The supervisor is responsible for making an initial assessment as to whether an employee is "Fit for Duty." Such a determination should be based on the supervisor's objective observation of an

employee's ability to perform all duties safely and efficiently as well as the employee's conduct and attendance. In making this determination, the supervisor is not "diagnosing" but merely noting "behaviors." In some instances, an illness or disease may mimic the symptoms of alcohol or substance abuse. The company will not tolerate the use of this policy to harass or intimidate employees.

Patterns and Indications of a Substance Abuse Problem - The following lists some of the most commonly observed signs that an employee may not be fit for duty. These signs may be considered "for-cause" events which will justify assessment for fitness for duty under this policy. This list is not all inclusive. Supervisors may observe other signs and symptoms similar to these that may prompt a request for a fitness for duty assessment.

General

1. An accident pupils
2. Erratic behavior
3. Sudden mood swings
4. Excessive risk taking
5. Poor cooperation
6. Customer complaints
7. Frequent tardiness
8. Excessive absence, Monday/ Friday, payday
9. Frequent mistakes
10. Lack of energy or strength
11. Declining performance
12. Poor quality or quantity of work
13. Unexplained absences

Specific

1. Dilated or constricted pupils
2. Glassy or reddened eyes
3. Flushed face
4. Slurred speech
5. Alcohol or marijuana on the breath
6. Staggering or unsteady gait
7. Stumbling or falling
8. Abusive Speech

If the supervisor determines that the employee is not fit for duty and after a job steward or another union member has been contacted and observed the employee in question, the following assessment procedure should be used.

Procedures to be followed by a supervisor once it has been determined that a fitness for duty assessment is necessary.

It is very important that a supervisor observing signs that an employee is not fit for duty should ask another supervisor to observe the employee for corroboration of the behavioral characteristics. All of the observing supervisors must have successfully completed training in a Fitness for Duty Policy Administration.

The supervisor should remove the employee from the worksite where a confidential meeting can occur. If more than one employee is involved, they should be separated. The supervisor should explain what he/she has observed and ask the employee to explain why he/she appears to be physically or mentally unable to perform this job.

Remember, the supervisor is neither diagnosing nor accusing the employee of being "drunk" or "stoned", but acting on observed behavior. If the employee

provides a satisfactory explanation for his/her behavior, the supervisor should make a further assessment to determine the reason the employee appears unfit for duty. The supervisor must document all actions thoroughly. If the employee does not provide a satisfactory explanation, the supervisor should proceed with the following substance screening.

The following procedure may be used when the decision to conduct a test or assessment referral for "fitness for duty" has been made.

Testing Procedure - The Supervisor and union steward of another fellow union member should escort the employee to a medical facility. The employee will be required to provide a urine specimen for testing.

The Occupational Health Nurse should be contacted if questions arise regarding testing procedures or specimen collection facilities.

The collection of urine specimens, the chain-of-custody of the specimen to mutually agreed N.I.D.A. Laboratory, and the laboratory testing will be in accordance with the guidelines established by the National Institute on Drug Abuse (N.I.D.A.).

After the Test - Meeting with the Employee - When test results are positive, a meeting with the employee and a Medical Review Officer (MRO) should be scheduled to tell the employee the test results, making sure that the results of the testing are held in the strictest confidence. Only after a meeting between the employee and a medical professional will the Employer be notified of a positive test.

5. All tests shall be conducted using only urine specimens in accordance with current State and Federal Department of Transportation, Initial and Confirmatory Test Levels (NG/MI). Sufficient amounts (a minimum of 60cc) of the sample shall be taken to allow for an initial test and confirmatory tests. All specimens shall be collected and handled according to strict chain-of custody procedures as established by N.I.D.A. The sample collection will not be observed directly. The testing procedure is designed to respect employees' rights to privacy.
6. The initial test will be Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or a positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the employee. The confirmatory test will be by Gas Chromatography - - Mass Spectrometry (GC/MS). Any other confirmatory tests and/or testing shall be at the employee's time and expense. Testing standards for both the initial test, and confirmatory test, will be those established by the National Institute of Drug Abuse. The testing lab used will conform to the standards of the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures; specimen containers shall be labeled with a number, and the donor's signature, and shall be closed with a tamperproof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence. All



specimen samples shall be collected at a mutually agreed medical facility such as a hospital, etc. Every effort shall be made to assure the validity and accuracy of all tests.

7. Employees will be advised of test results by an approved MRO. Results, or facts of testing, shall not be released to any owner, any Employer, or any other employee.

Employees shall receive copies of all documents, including, but not limited to, test results, computer printouts, graphs, interpretations and chain-of-custody forms.

Results of the testing shall be held in the strictest confidence, in accord with the American Occupational Medical Association Code of Ethical Conduct for Physicians Providing Occupational Medical Services and the AOMA Drug Screening in the Workplace Ethical Guidelines; except as provided in this document.

Except as set forth herein, nothing should infringe on the worker's right to privacy, or job rights and security, as set forth in the collective bargaining agreement; nor shall this program intrude into the off-duty lives of the employees, except if the employee reports to work impaired.

It is the intent of this program to comply with all laws and regulations promoting non-discrimination in employment.

Except as set forth herein, no employee shall be required to sign any waiver of his rights

8. Random physical searches and/or compulsory chemical testing shall not be permitted. However, in order for an Employer to guarantee the security of this program, that Employer may declare any new project to be drug free. All employees who work on that project site will be tested.
9. Employees with a negative test result shall be issued a "drug free" card. Any employee possessing a "drug free" card, notwithstanding any other provision of this agreement, shall not be retested for a period of one year from issue date of the card, provided that, if an employer seeks to retest employees within the one year period prior to the start of a new job, he may do so. Employees not passing the drug screen shall be removed from the Employers payroll. The Employer agrees to pay the cost for administering the drug test.
10. Payment of all testing will be at the expense of the Employers, or as negotiated with Employer groups and Unions signatory with this agreement. The Unions shall encourage their members to be tested at a time convenient to them on a voluntary basis during a six month period starting with the date this agreement becomes effective.
11. It is recognized by the parties to this agreement that the consensus of all is that alcohol should not be abused. No Employer is expected to retain in his employment any employee who show work performance is impaired because of alcohol abuse.

12. Employment shall not be denied to any employee, on a subsequent job, who, although had a positive test, was subsequently retested pursuant to this program, and shown to be negative for drugs.

This program does not prohibit the use or possession of any medication prescribed by the employee's physician, or any over-the-counter medication.

13. Except as set forth herein, the establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction, or a public agency having jurisdiction over the parties, the remaining portion of the policy shall be unaffected, and the parties shall enter negotiations to replace the affected provision.
14. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out to the Employer's application of this program.

## Drug Awareness

Drug Awareness is an educational program which provides information through discussion, films, and written material to make you aware of matters of concern, including:

The nature and extent of drug abuse within society in general and its impact on all aspects of your life.

The specific impact of drug abuse within the construction industry.

The Illinois statute known as the "Drug free Workplace Act" (P.A. 86-1459, effective January 1, 1992) and your employment projects financed by the State of Illinois.

The impact of the Illinois Drug Free Workplace Act upon you and your employment on state financed projects.

The federal statute known as the "Drug Free Workplace Act of 1988" Public Law 100-690, title V, subtitle D) and your employment on federally financed projects.

The impact of the federal Drug free Workplace Act upon you and your employment on federally financed projects.

That some owners, contractors and employers have drug screening programs which require drug testing for pre-employment, for cause and/or random testing that may impose more stringent requirements upon you and your employer.

The disciplinary action (up to and including discharge) which may be imposed upon you as a result of using, selling, or being under the influence of drugs or alcohol on the job site.

The requirement to notify your employer of a conviction of any federal or state drug statute within five (5) days, or as specified otherwise, which may be imposed upon you by federal and/or state statutes and/or regulations and also by the drug policy and program requirements of some owners, contractors and employers.

Employee Assistance Program benefits may be available to eligible participants of local welfare funds which may provide confidential short-term counseling, assessment and referral through qualified service providers. Although some employers may provide Employee Assistance Program benefits to eligible employees, this Program does not contain any provision or requirement whatsoever for any employer to provide any benefits in an Employee Assistance Program.

The identity of the laboratory and the specific testing procedures will be explained in conjunction with the Drug Awareness Program.

Benchmarks: Permanent benchmarks to be set by Engineer prior to construction.  
Existing Structure: None.

**DESIGN SPECIFICATIONS**  
1997 Guide Specification For Design of Pedestrian Bridges  
2002 AASHTO Standard Specifications For Highway Bridges  
Norfolk Southern Guidelines For Design of Grade Separation Structures

**DESIGN STRESSES**  
FIELD LIMITS  
Concrete  
Reinforcement  
Structural Steel  
M 270 Gr. 50W  
fy = 60,000 psi  
M 270 Gr. 40  
fy = 50,000 psi  
ASTM A 36  
fy = 36,000 psi  
ASTM A 500 Gr. B  
fy = 48,000 psi  
ASTM A 500 Gr. C  
fy = 58,000 psi  
Timber Deck - No. 1 Southern Pine  
E = 1,700,000 psi

**LOADING**  
Pedestrian Live Load according to Art. 1.2.1.1 of the Guide Specifications (Max. = 85#/#sq. ft.)  
Main Members: 65#/#sq. ft.  
Floorbeams, Stringers & Deck: 85#/#sq. ft.  
Metro Maintenance Vehicle Loading: 17,200 lb gross vehicle with the following axle load configurations:  
10'-0" min.  
5,200 lb Max.  
12,000 lb Max.

**SEISMIC DATA**  
Seismic Performance Category (SPC) = B  
Design Acceleration Coefficient (A) = 0.129  
Site Coefficient (S) = 1.0

**PROFILE GRADE**  
(Along E. MetroBikeLink)  
VPT Sta. 539+78.29 Elev. 519.07  
VPC Sta. 543+38.00 Elev. 519.07

**INDEX OF SHEETS**  
1 General Plan and Elevation  
2 General Data  
3 Superstructure  
4 Framing Plan & Framing Elevation  
5-7 Structural Steel Details  
8-9 Bicycle Railing Details  
10 Abutment Details  
11 Pier Foundation Details  
12 Pile Details  
13-16 Soil Boring Logs

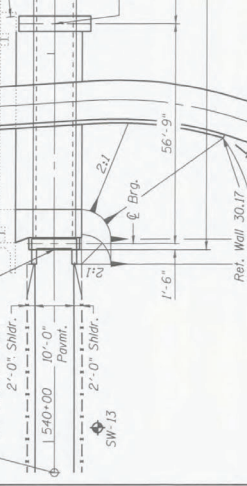
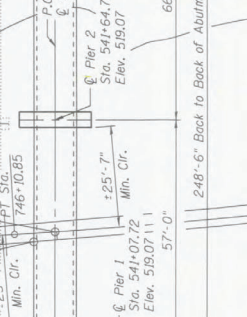
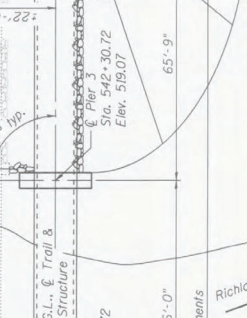
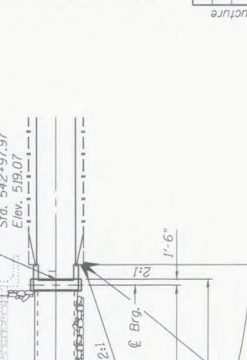
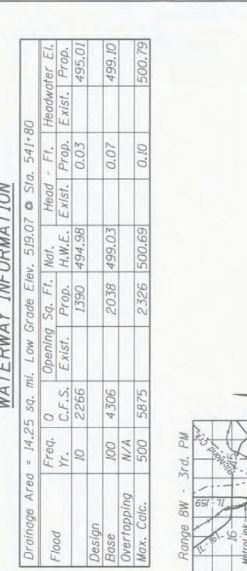
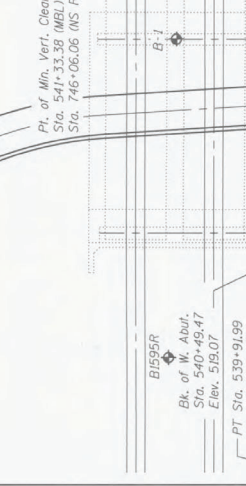
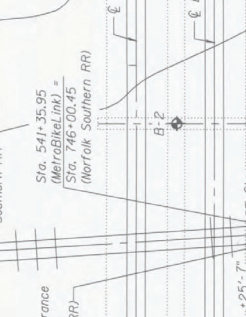
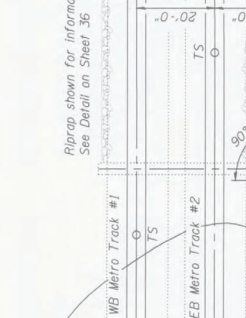
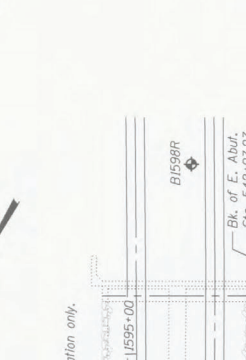
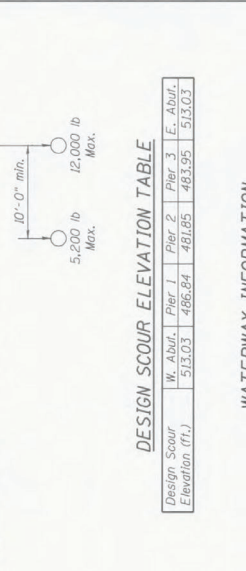
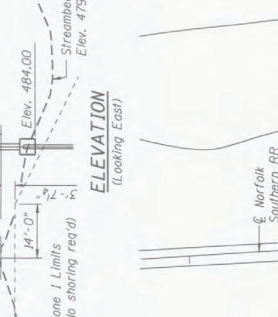
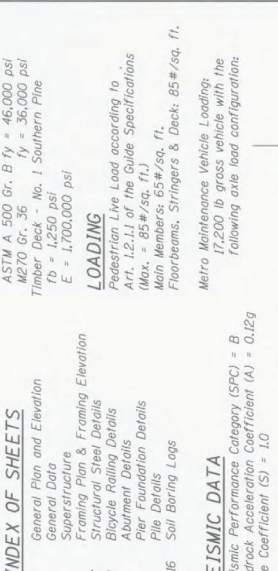
**DESIGN SCOUR ELEVATION TABLE**

Design Scour Elevation (ft.)	W. Abut. 513.03	Pier 1 486.84	Pier 2 481.85	Pier 3 E. Abut. 513.03
Opening Sp. Ft. Max.				
C.F.S. Exist.	1390	494.98	0.03	495.01
Design	100	4306	2038	495.03
Base				499.10
Overlapping				500.69
Max. Conc.	500	5875	2326	500.79

**WATERWAY INFORMATION**  
Drainage Area = 14.25 sq. mi. Low Grade Elev. 519.07 @ Sta. 541+80  
Flood  
Head - Ft. Headwater E.L. 495.01  
C.F.S. Exist. 1390 494.98 0.03 495.01  
Design 100 4306 2038 495.03 499.10  
Base  
Overlapping  
Max. Conc. 500 5875 2326 500.69 500.79

**GENERAL PLAN AND ELEVATION**  
RICHLAND CREEK AND  
NORFOLK SOUTHERN RR  
STA. 540+49.47 TO 542+97.97  
STRUCTURE B30.17

**LOCATION SKETCH**  
Range BW - 3rd. PM  
Proposed Structure  
Richland Creek  
MetroBikeLink  
Norfolk Southern RR  
Sta. 540+49.47  
Sta. 542+97.97



**DESIGNED** MJJ  
**CHECKED** KFC  
**DRAWN** MJJ  
**CHECKED** KFC  
**DATE** 2/10/2010  
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**Metro**

**Bi-State Development Agency**

**SECTION** COUNTY SHEET TOTAL SHEET NO.  
ST. CLAIR 218 74

**CONTRACT NO.**

**FED. ROAD DIST. NO.** ILLINOIS FED. AID PROJECT

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**CHECKED** KFC  
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**CONTRACT NO.**

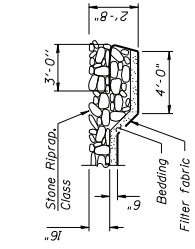
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**GENERAL NOTES**

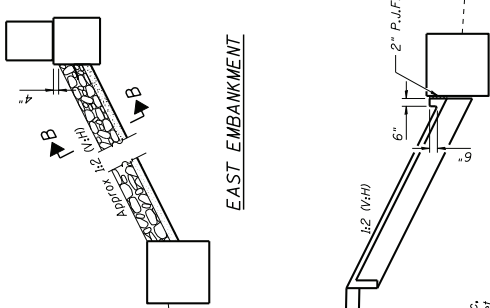
Fasteners shall be AASHTO M64 Type 3. Bolts in standard size holes, unless otherwise noted.  
 Calculated Weight of Structural Steel: AASHTO M270 Grade 50W = 61,379 (Alternative 1)  
 AASHTO M270 Grade 50W = 61,878 (Alternative 2)  
 ASTM A647 = 9,137 (Either Alt.)

Hot rolled structural steel W shapes, C shapes, angles, plates and bars shall be AASHTO M270 Grade 50W except:  
 - HP sections shall be AASHTO M270 Grade 50  
 - Angles, plates and bars included in pay items Bicycle Railing 4'-6" (Special) and Bicycle Railing 10'-8" (Special) shall be AASHTO M270 Grade 36.  
 HSS shall be ASTM A647 except:  
 - HSS included in pay items Bicycle Railing 4'-6" (Special) and Bicycle Railing 10'-8" (Special) shall be ASTM A 500, Grade B  
 All Structural steel included in pay items Bicycle Railing 4'-6" (Special) and Bicycle Railing 10'-8" (Special) shall be galvanized according to AASHTO M 111.  
 No field welding is permitted except as specified in the contract documents.  
 Reinforcement bars shall conform to the requirements of ASTM A 706 Gr. 60. See special provisions.

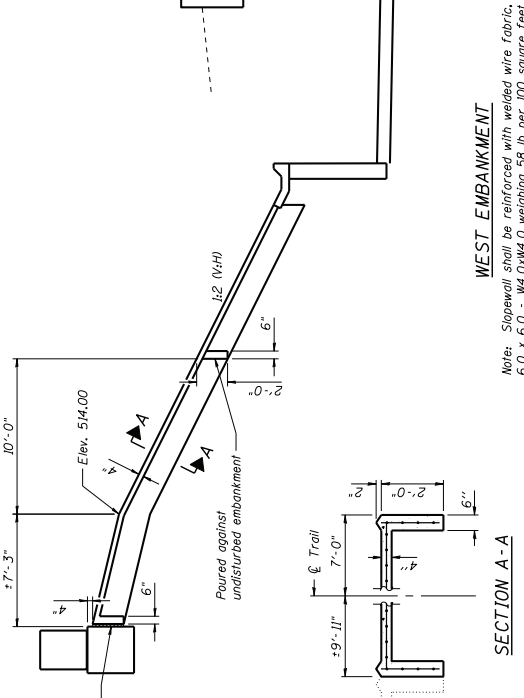
Abutment bearing seat surfaces shall be constructed or adjusted to the designated elevations within a tolerance of 1/8 in. (0.01 ft). Adjustment shall be made either by grinding the surface or by shimming the bearings.  
 Layout of slope protection system may be varied in the field to suit ground conditions as directed by the Engineer.  
 The embankment configuration shown shall be the minimum that must be placed and compacted prior to construction of the abutments.  
 The Contractor shall obtain a construction permit from the Illinois Department of Natural Resources (IDNR), Office of Water Resources for any temporary construction activity placed in the water except cofferdams. This shall include the placement of material for run-arounds, causeways, etc.. Any permit application by the Contractor shall refer to the IDNR permit number as shown in the contract plans.  
 The contractor shall select Alternative 1 or Alternative 2 for structural steel fabricating Structural Steel. L. Sum regardless of the alternative chosen and the contractor is not required to indicate the chosen alternative at the time of bidding.  
 Alternative 1 - Each span is assembled in the shop, delivered to the site and set as a two girder unit.  
 Alternative 2 - Same as Alternative 1 except each span may be assembled at the site.



**SECTION B-B**



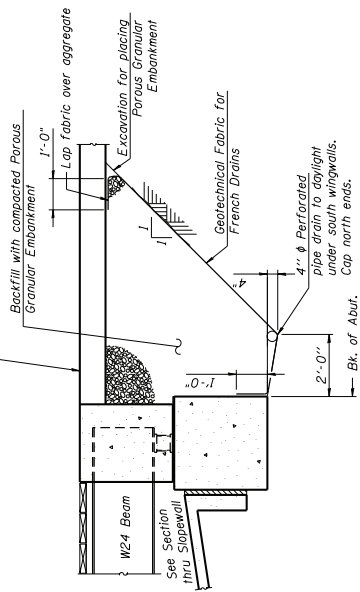
**EAST EMBANKMENT**



**WEST EMBANKMENT**

**SECTION A-A**

520	P.I.F. MetroLink Bike Trail, Elev. 519.07'	746-00	747-00
515	Existing MetroLink Bridges		
510	Clearance		
505	Clearance		
500	Existing Top of Rail Elev. North-South, 49'		
495			
490			



**SECTION THRU ABUTMENT**

(Horiz. dim. @ Rt. L.S.)  
 Geotechnical fabric for french drains shall be incidental to Porous Granular Embankment.

**TOTAL BILL OF MATERIAL**

ITEM	UNIT	SUPER	SUB	TOTAL
Porous Granular Embankment	Cu. Yd.	-	19	19
Stone Riprap, Class A4	Sq. Yd.	-	-	151
Filter Fabric	Sq. Yd.	-	-	151
Structure Excavation	Cu. Yd.	-	78	78
Concrete Structures	Cu. Yd.	-	50.6	50.6
Treated Timber	F.B.M.	9410	-	9410
Hardware	Pound	230	-	230
Furnishing and Erecting Structural Steel	L. Sum	1	-	1
Reinforcement Bars	Pound	-	3080	3080
Slopewall 4 Inch	Sq. Yd.	-	88	88
Furnishing Steel Piles HP 10x42	Foot	-	246	246
Driving Piles	Foot	-	246	246
Pile Shoes	Each	-	9	9
Pipe Underdrains for Structures, 4"	Foot	-	40	40
Bicycle Railing (Special) 4'-6"	Foot	311	-	311
Bicycle Railing (Special) 10'-8"	Foot	232	-	232

**GENERAL DATA**  
**STRUCTURE B30.1Z**

SHEET NO. 2	F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS NO.
16 SHEETS	MetroBikeLink	Swansea Section	ST. CLAIR	218
	FED. ROAD DIST. NO.	ILLINOIS FED. AID PROJECT	CONTRACT NO.	75

**Bi-State Development Agency**



St. Clair County Transit District



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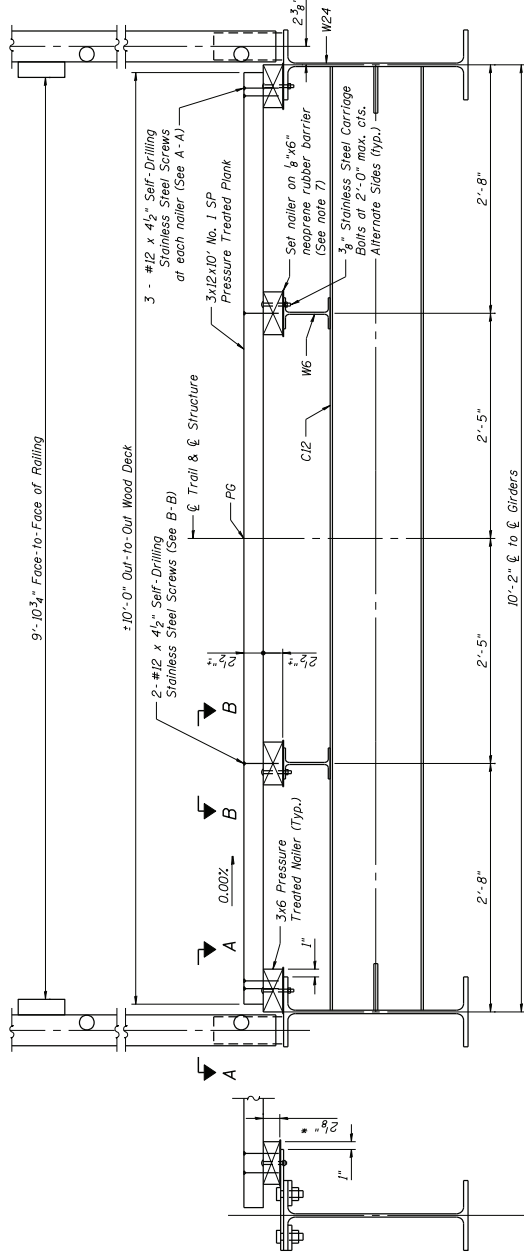
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 Swansea, Illinois 62226  
 Tel: 618.624.4488  
 Fax: 618.624.6555

DESIGNED	MJ
CHECKED	KPC
DRAWN	MU
CHECKED	KPC
DATE	2/10/2010

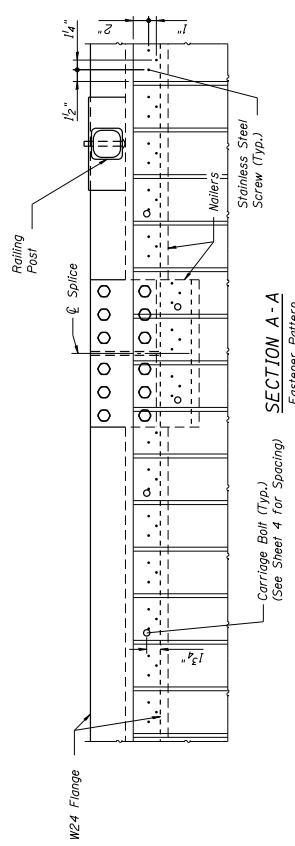
**NOTES:**

1. Stainless steel carriage bolts and screws shall be Type 304 Stainless Steel.
2. Pressure treated lumber construction shall be in accordance with Section 507 of the Standard Specifications as modified by these plans.
3. Material shall be installed at lengths such that each piece is fastened with a minimum of 2 carriage bolts.
4. The maximum moisture content of Treated Timber shall be 20% at the time of installation.
5. Pressure treatment shall be Micronized Copper Azole with a minimum retention of 0.23 pcf.
6. Submit pressure treatment specifications prior to ordering lumber. Pressure treatment specifications shall include type of treatment and retention level.
7. Pressure treated lumber shall not contact any metal except stainless steel fasteners. Material and labor cost for rubber barrier shall be included in Treated Timber.
8. The neoprene rubber barrier shall meet the material requirements of section 102.02 (a) of the Standard Specifications.
9. Screws shall be driven such that boards are tightly clamped. Where screw heads are not to be used, the boards shall be clamped and re-driven until the boards are tightly clamped. If drilling area not tightly clamp boards other methods such as pre-drilling top boards shall be used.



**SECTION THRU SPLICE**

- Plane nailers at splice to a thickness of ±2 1/2".



**SECTION B-B**

Fastener Pattern of W6 Stringers

**SUPERSTRUCTURE DETAILS**  
**STRUCTURE B30.1Z**

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS NO.
3		ST. CLAIR	218
			76

SHEET NO.	SECTION	CONTRACT NO.
16	MetroBikeLink - Swansea Section	

SHEETS	FED. ROAD DIST. NO.	ILLINOIS FED. AID PROJECT
16		

**Bi-State Development Agency**

**Metro**

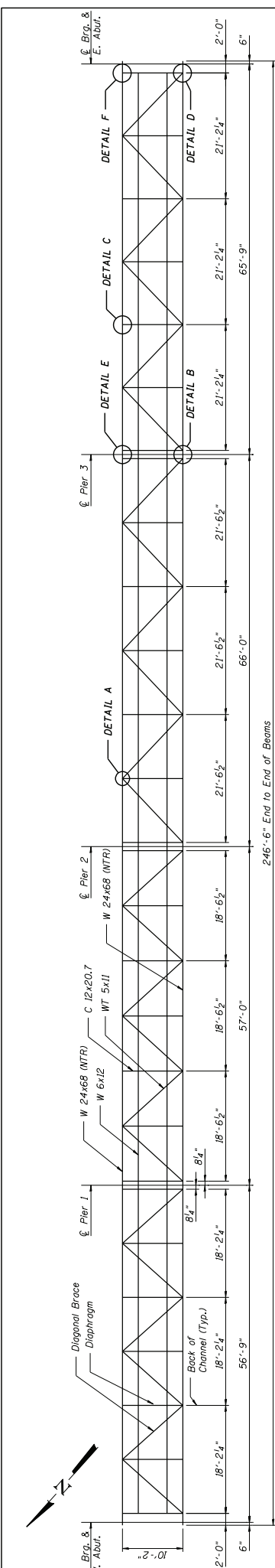
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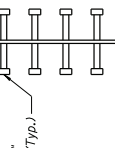
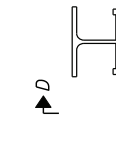
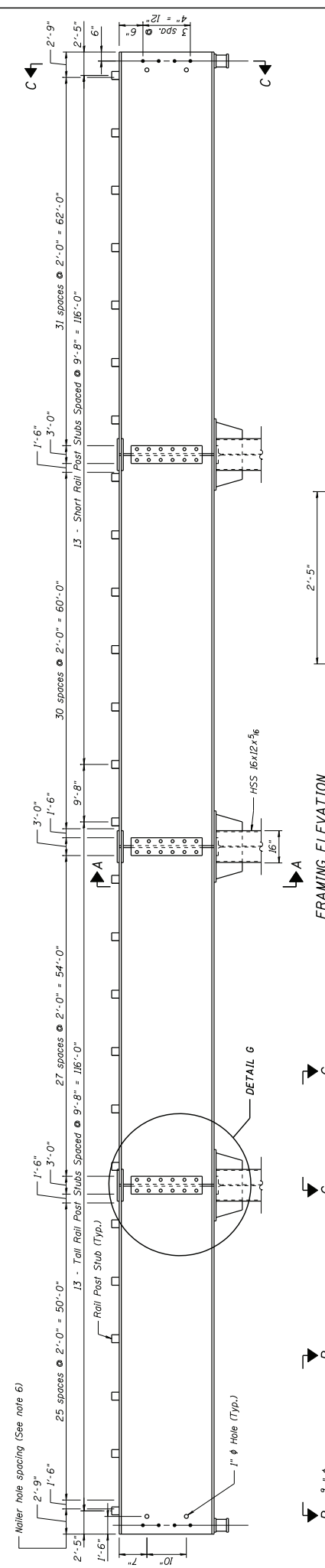
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DESIGNED	MU
CHECKED	KPC
DRAWN	MU
CHECKED	KPC
DATE	2/10/2010



**STEEL FRAMING PLAN**



**NOTES:**  
 1. See Sheet 5 for Detail G & Elevation A-A.  
 2. See Sheet 6 for Framing Alternative 1 - Details A thru F.  
 3. See Sheet 7 for Framing Alternative 2 - Details A thru F.  
 4. All bolts are 3/4\"/>

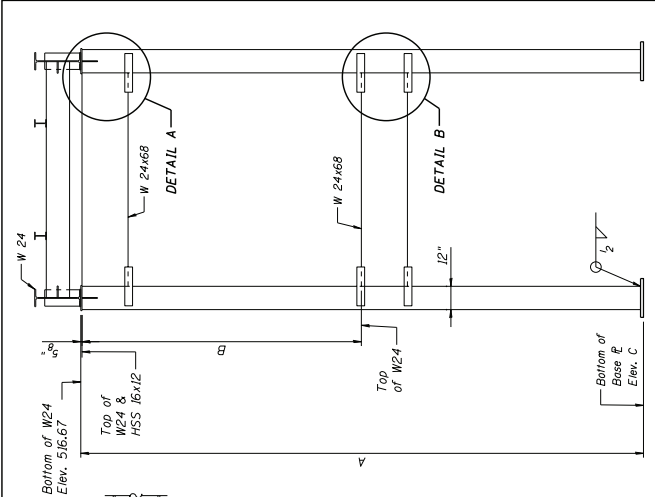
**FRAMING PLAN & FRAMING ELEVATIONS**  
**STRUCTURE B30-1Z**

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F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS
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SHEET NO.	SHEETS	ST. CLAIR	CONTRACT NO.
18	18		

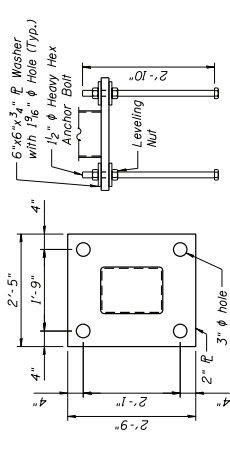
**Bi-State Development Agency**  
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**St. Clair County Transit District**  
**SCD**  
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**ELEVATION A-A**

PIER	A	B	ELEV. C
1	24'-2"	12'-0"	492.50
2	28'-5"	14'-0"	488.25
3	27'-8"	13'-9"	489.00

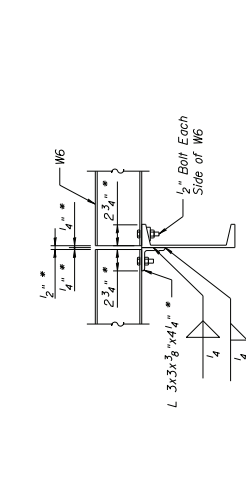
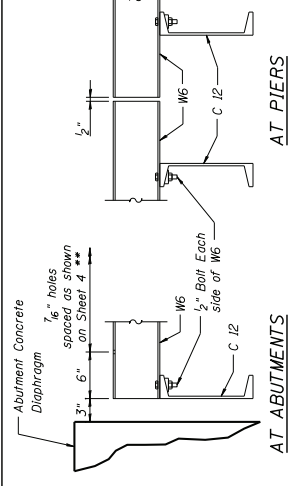


**BASE PLATE & ANCHOR BOLT DETAILS**

NOTES:  
Anchor bolts shall be ASTM F1554 Gr. 36 or ASTM A307 Grade C. The corresponding specified grade of AASHTO M314 anchor bolts may be used in lieu of ASTM F1554.  
Anchor bolts shall be threaded a minimum of 10".  
Anchor bolts shall be galvanized & nuts shall be galvanized according to Article 1006.09 of the Standard Specifications.

**STRUCTURAL STEEL DETAILS**  
**STRUCTURE B30.IZ**

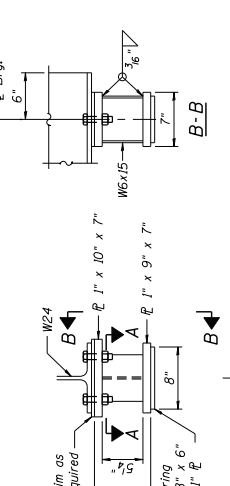
F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS NO.
		ST. CLAIR	218
		CONTRACT NO.	78



**BETWEEN PIERS & ABUTMENTS**

Note: Tapered washers required at flanges of C12 channels.

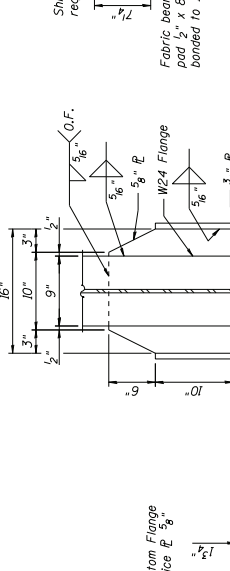
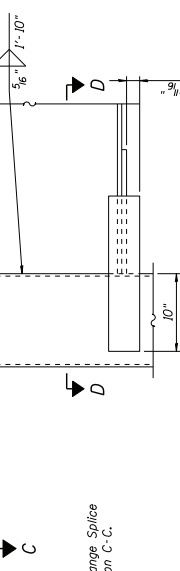
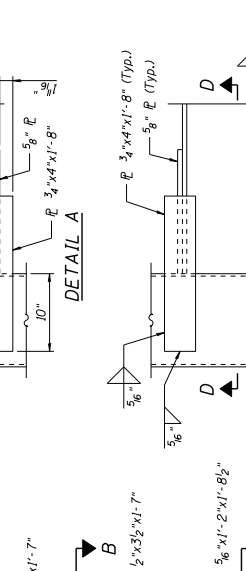
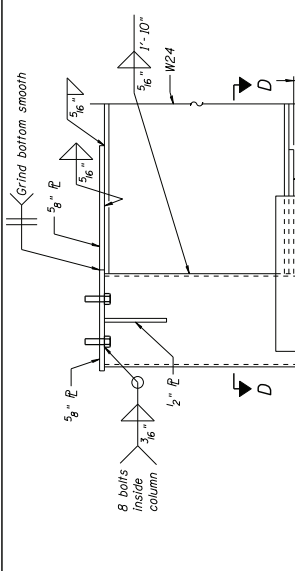
- 3x3 Angle may be Eliminated Where W6 is Continuous through Channels & only Individual Pieces of W6 Splice Details be Connected by the Continuity Plates of Section thru Deck & Section B-B on Sheet 3 for carriage bolt holes.



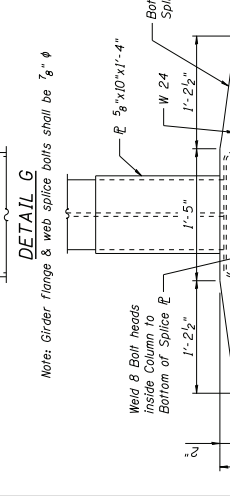
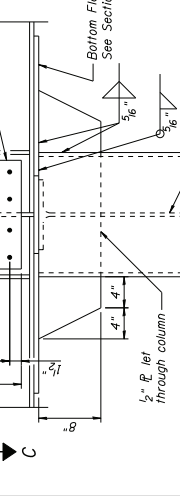
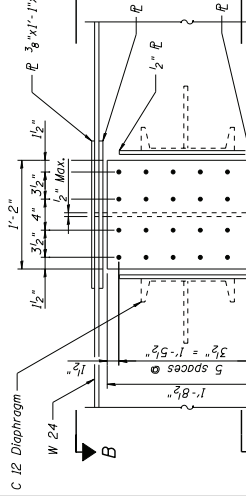
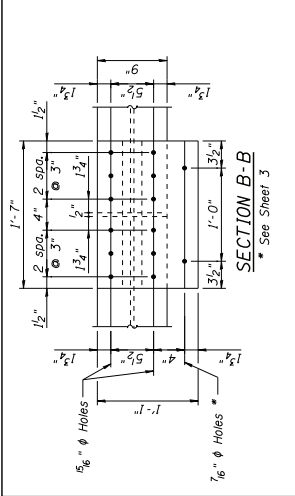
**BEARING ASSEMBLY**

See Sheet 10 for additional information

SHEET NO.	SECTION	COUNTY	TOTAL SHEETS NO.
16		ST. CLAIR	218
		CONTRACT NO.	78



**SECTION D-D**



**SECTION C-C**

Notes: Girder flange & web splice bolts shall be 7/8" φ

Weld & Bolt heads inside Column to Bottom of Splice

Splice Plates shall be AASHTO M270 Grade 50N.

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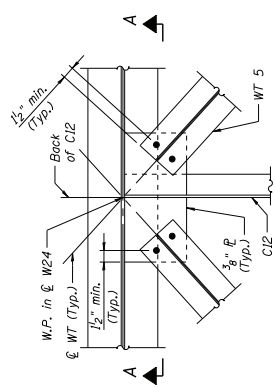
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Tel: 618.624.4488  
Fax: 618.624.8555

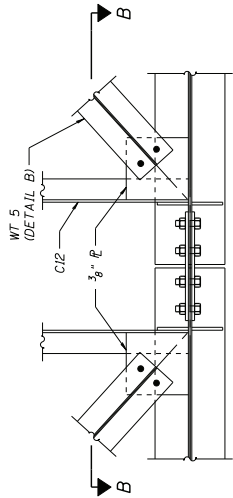
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**DRAWN** DJH/MJL  
**CHECKED** KFC  
**DATE** 2/10/2010

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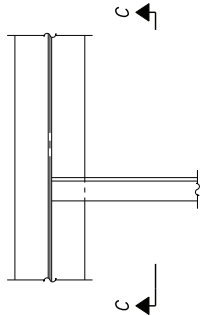




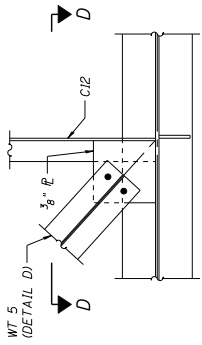
**DETAIL A**



**DETAIL B (shown)**  
See DETAIL A for information not shown  
**DETAIL E (similar)**

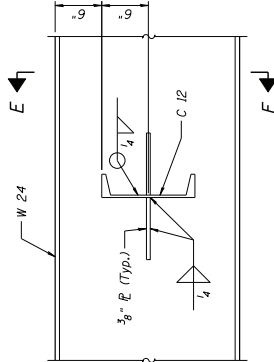


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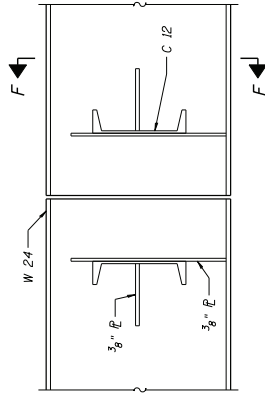


**DETAIL D (shown)**  
**DETAIL F (similar)**

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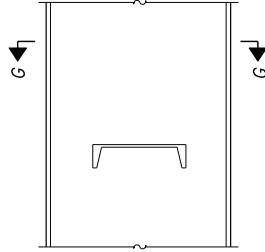


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(W5 not shown)



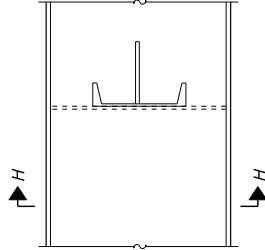
**SECTION B-B**  
(W24 Splice not shown)

See SECTION A-A for information not shown.



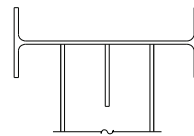
**SECTION C-C**

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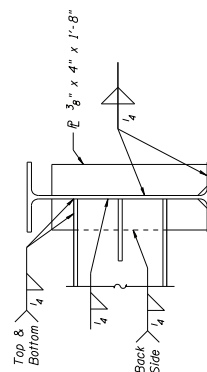


**SECTION D-D**

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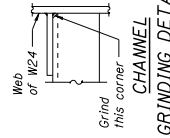


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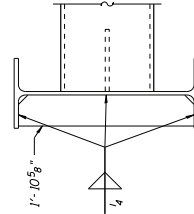


**SECTION F-F**

Note: Grind end of channel to clear stiffener weld. See detail this sheet.



**CHANNEL GRINDING DETAIL**



**SECTION H-H**

**STRUCTURAL STEEL DETAILS**  
**ALTERNATIVE J**  
**STRUCTURE\_B30.IZ**

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS
MetroBikeLink - Swansea Section		ST. CLAIR	218
FED. ROAD DIST. NO.	ILLINOIS FED. AID PROJECT		79

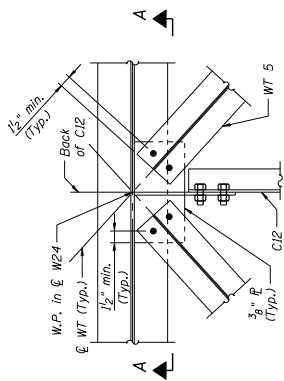
SHEET NO.	16 SHEETS
SHEET NO.	6

**Bi-State Development Agency**

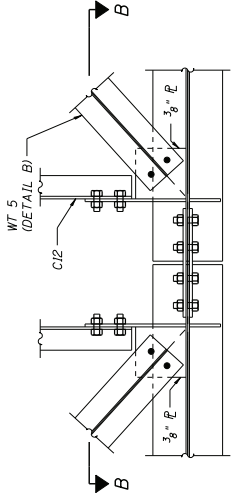


**THOUVENOT, WADE & MOERCHEN, INC.**  
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Swansea, Illinois 62226  
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Fax: 618.624.6555  
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DESIGNED	DJH
CHECKED	KPC
DRAWN	DJH/MJL
CHECKED	KPC
DATE	2/10/2010

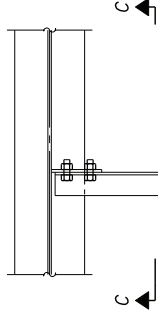


DETAIL A

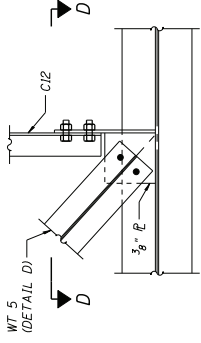


DETAIL B (shown)

See DETAIL A for information not shown  
DETAIL E (similar)

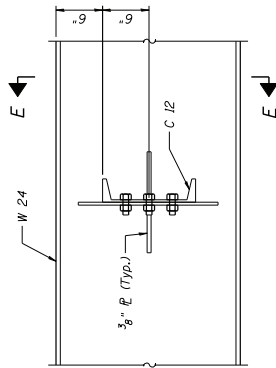


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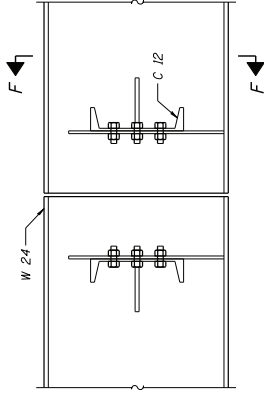


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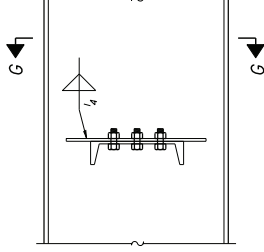
See DETAIL A for information not shown  
DETAIL F (similar)



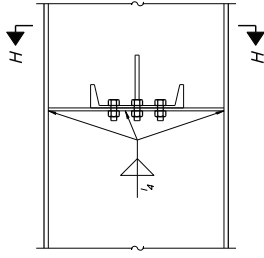
SECTION A-A



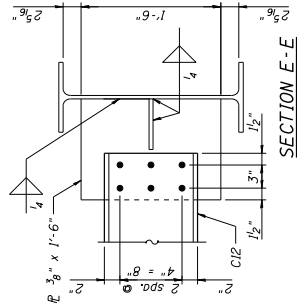
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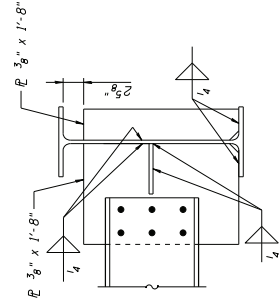
SECTION C-C



SECTION D-D

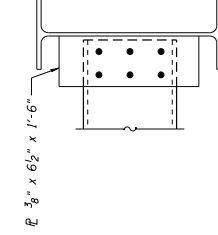


SECTION E-E



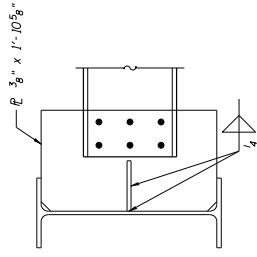
SECTION F-F

See Section E-E for information not shown



SECTION G-G

See Section E-E for information not shown



SECTION H-H

See Section E-E for information not shown

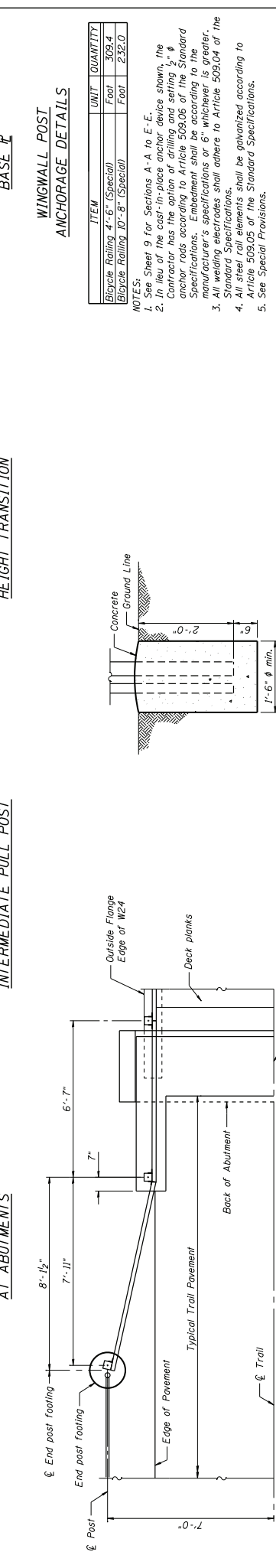
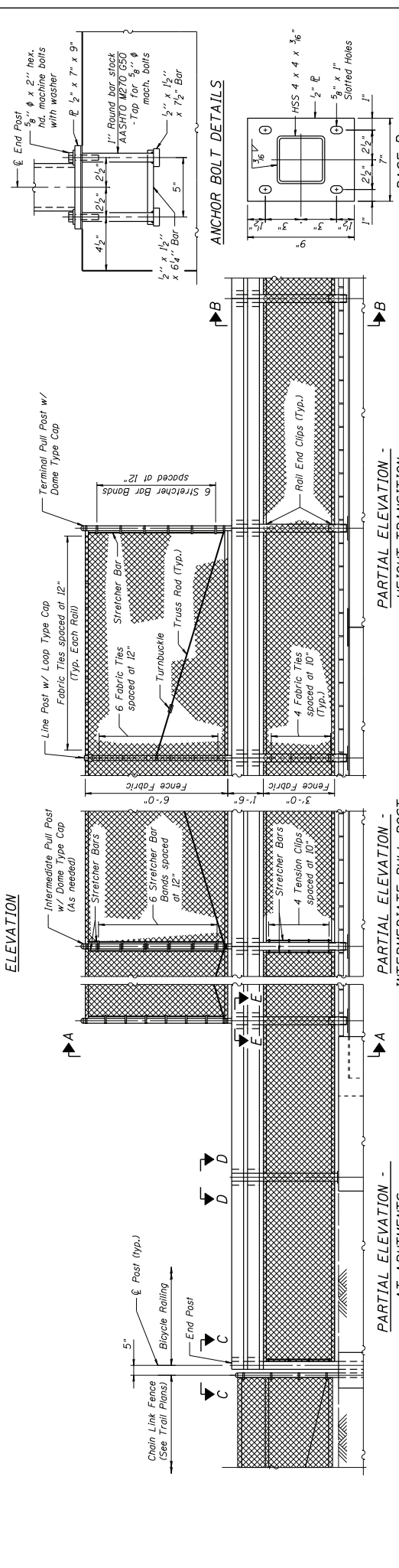
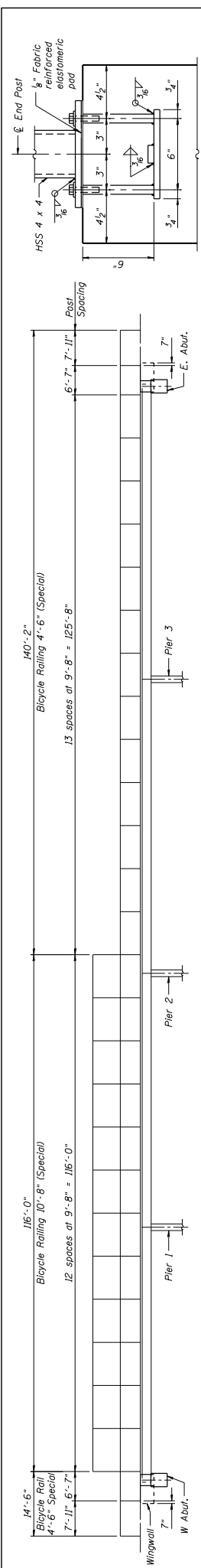
STRUCTURAL STEEL DETAILS  
ALTERNATIVE 2  
STRUCTURE B30.IZ

F.A. RTE.	SECTION	COUNTY	TOTAL SHEET NO.
MetroBrealink - Swasee Section		ST. CLAIR	218
FED. ROAD DIST. NO.	ILLINOIS FED. AID PROJECT		80

SHEET NO. 7	Bi-State Development Agency
16 SHEETS	Metro

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Fax: 618.624.6566  
SWANSEA - WATERLOO - EDWARDSVILLE - CARBONDALE - ST. CHARLES

DESIGNED	DJH
CHECKED	KPC
DRAWN	DJH/MJL
CHECKED	KPC
DATE	2/10/2010



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**SciD**  
 St. Clair County Transit District

**Metro**  
 Bi-State Development Agency

**STRUCTURE B30.1Z**

SECTION	COUNTY	TOTAL SHEETS
	ST. CLAIR	218
		81

SHEET NO. 8  
 16 SHEETS

F.A. RTE.  
 MetroBikeLink - Swansea Section

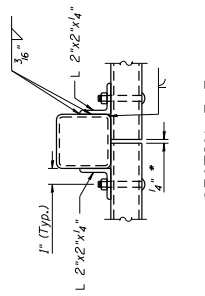
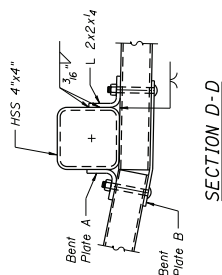
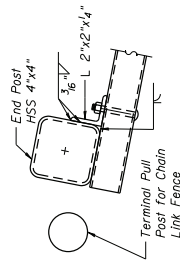
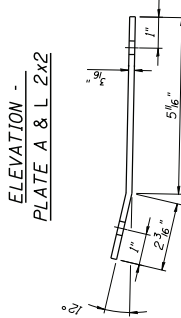
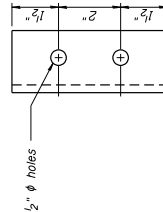
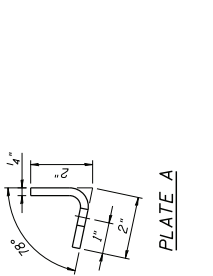
CONTRACT NO.  
 ILLINDIST.FED. AID PROJECT

DESIGNED: DJH/MJH  
 CHECKED: MLU/DJH  
 DRAWING: DJH/MJH  
 CHECKED: KPC  
 DATE: 2/10/2010

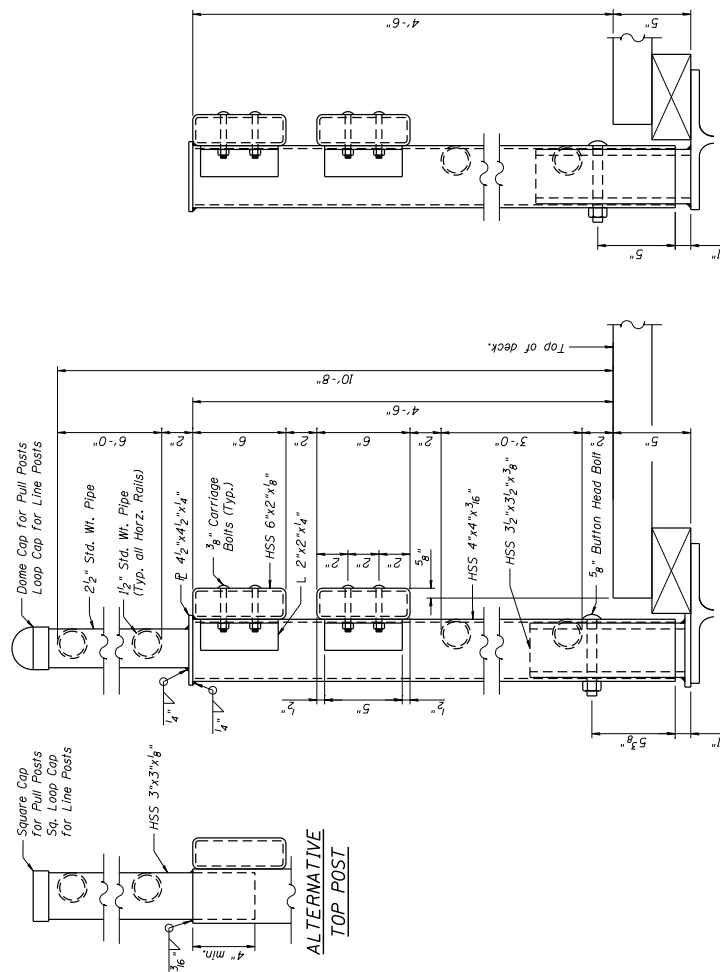
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ITEM	UNIT	QUANTITY
Bicycle Railing 4'-6" (Special)	Foot	309.4
Bicycle Railing 10'-8" (Special)	Foot	232.0

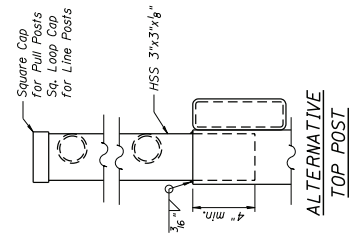
NOTES:  
 1. See Sheet 9 for Sections A-A to E-E.  
 2. In lieu of the cast-in-place anchor device shown, the Contractor has the option of using the following Standard Specifications. Embedment shall be according to the manufacturer's specifications or 6" whichever is greater. Standard Specifications.  
 3. All welding electrodes shall adhere to Article 509.04 of the Standard Specifications.  
 4. All steel rail elements shall be galvanized according to Article 509.05 of the Standard Specifications.  
 5. See Special Provisions.



\*Location of splices and lengths of individual rail pieces shall be determined by the contractor.



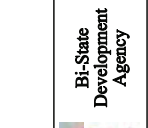
**SECTION B-B**  
Similar to Section A-A  
Except as Shown



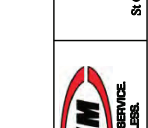
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CHECKED	KPC	COUNTY	CLAIR
DRAWN	MLJ	ST.	218
CHECKED	KPC	SECTION	218
DATE	2/10/2010	Metra/Beal/Link - Swinsea Section	CONTRACT NO.
		FED. ROAD DIST. NO.	ILLINOIS FED. AID PROJECT

F.A. RTE.	SECTION	COUNTY	CLAIR
SHEET NO.	9	ST.	218
SHEETS	16	SECTION	218
		Metra/Beal/Link - Swinsea Section	CONTRACT NO.
		FED. ROAD DIST. NO.	ILLINOIS FED. AID PROJECT

**Bi-State Development Agency**



St. Clair County Transit District



**TWM**  
EXCEPTIONAL SERVICE  
NO FRILLS LEFT.

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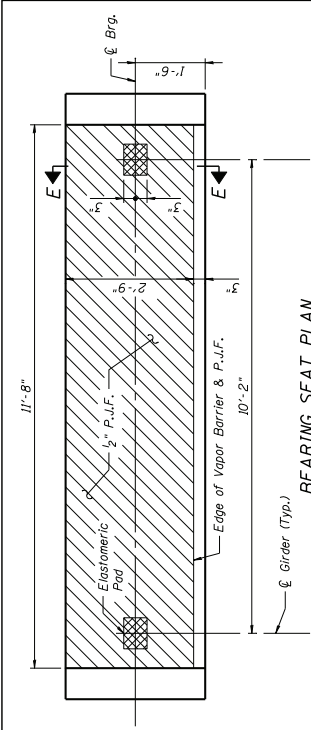
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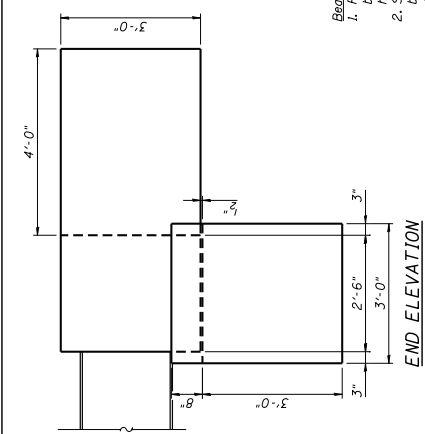
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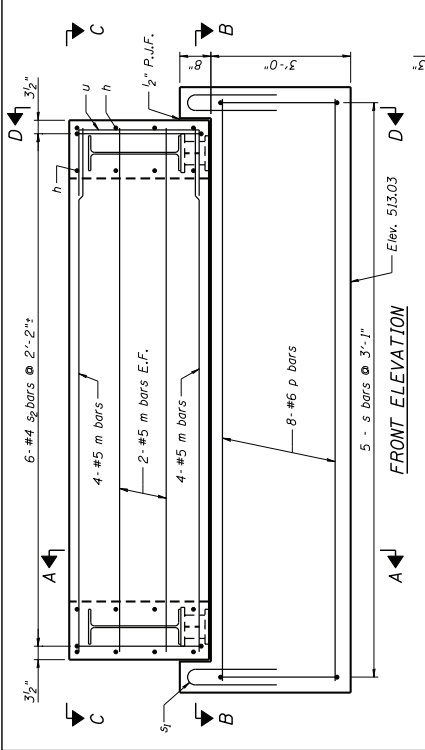


**BEARING SEAT PLAN**

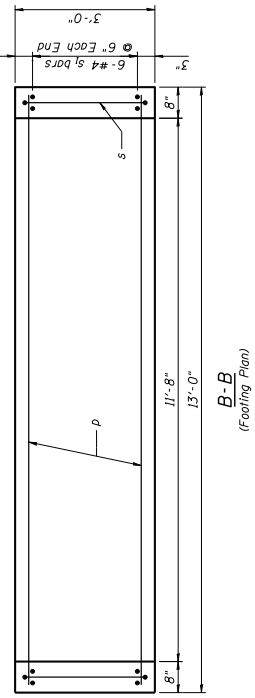
- Bearing Seat Preparation and Erection Sequence**
- Place two sheets of 15 mil class A vapor barrier on the bearing seat. Each sheet shall be 2'-9" x 11'-8" without overlaps.
  - Sealing assemblies on the vapor barrier. The bearing assemblies may be set before the girders are set and the girders field bolted to the top plate of the assembly, or the assemblies may be shop bolted to the girders and set as a unit on the vapor barrier.
  - Cover the remaining exposed vapor barrier with 1/2" P.U.F. as shown on the bearing seat plan. Fit the P.U.F. tightly around all sides of the Fabric bearing pads.
  - Fabric bearing pads shall be in accordance with Section 4.1082 of the Standard Specification.
  - See special provisions for vapor barrier.
  - Labor and material costs for fabric pads, preformed joint filler (P.U.F.) and vapor barrier are included in Furnish and Erect Structural Steel.



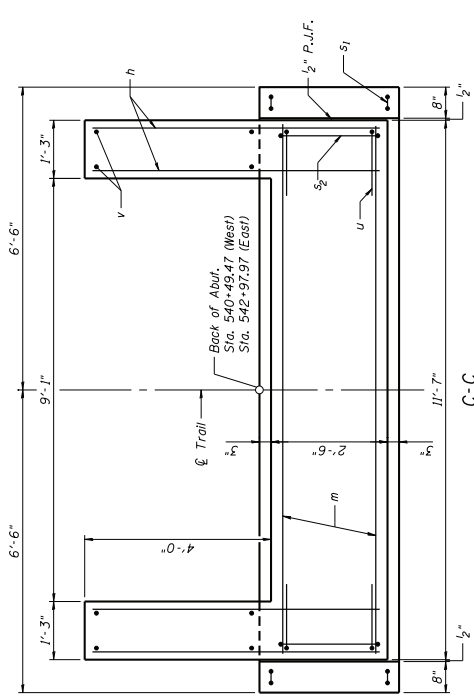
**END ELEVATION**



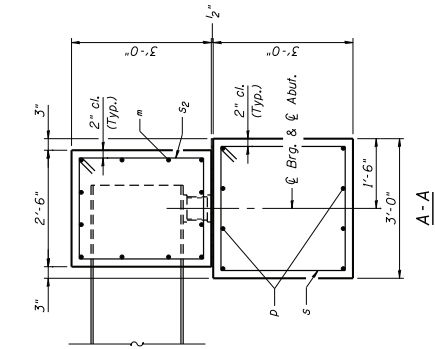
**FRONT ELEVATION**



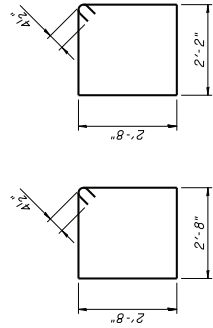
**B-B (Footing Plan)**



**C-C**

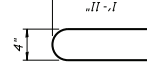


**A-A**

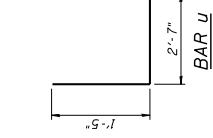


**BAR S**

**BAR Sz**



**BAR Sl**



**BAR U**

**BILL OF MATERIAL (2 ABUT.)**

Bar No.	Size	Length	Shape
h	#5	6'-2"	—
m	#5	11'-3"	—
p	#6	12'-8"	—
s	#4	11'-5"	—
sl	#4	4'-2"	—
sz	#4	10'-5"	—
u	#4	5'-5"	—
v	#4	2'-7"	—
Structure Excavation Cu. Yd. 18			
Concrete Structures Cu. Yd. 17.5			
Reinforcement Bars Pound 1120			

(See A-A for footing reinforcement)

**D-D**



**D-D**

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**SCD** St. Clair County Transit District

**Metro**

**Bi-State Development Agency**

**Illinois**

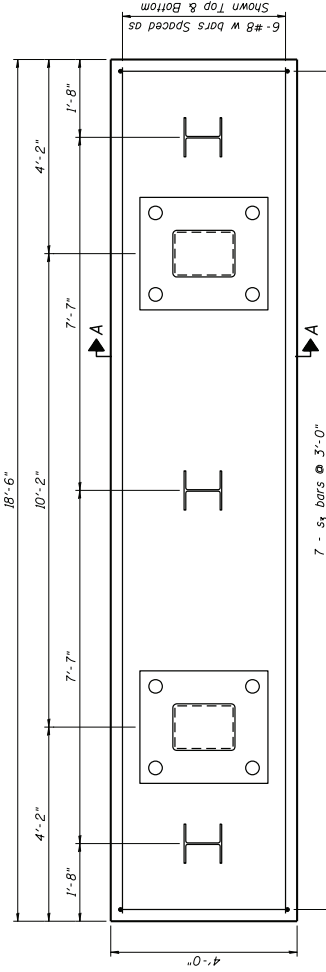
**WEST & EAST ABUTMENT DETAILS**  
**STRUCTURE B30-1Z**

DESIGNED	KPC	COUNTY	ST. CLAIR	TOTAL SHEETS	83
CHECKED	MU	SECTION	WEST & EAST ABUTMENT DETAILS	SHEET NO.	10
DRAWN	MU	SECTION	WEST & EAST ABUTMENT DETAILS	SHEETS	16
CHECKED	KPC	SECTION	WEST & EAST ABUTMENT DETAILS	CONTRACT NO.	
DATE	2/10/2010	SECTION	WEST & EAST ABUTMENT DETAILS	FED. ROAD DIST. NO.	ILLINOIS FED. AID PROJECT

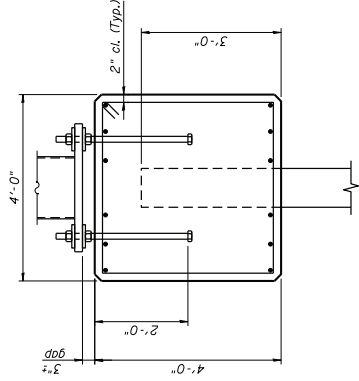
Corporate Office: 4840 Old Collinsville Road, Swansea, Illinois 62226  
 Tel: 618.624.4488 Fax: 618.624.0556

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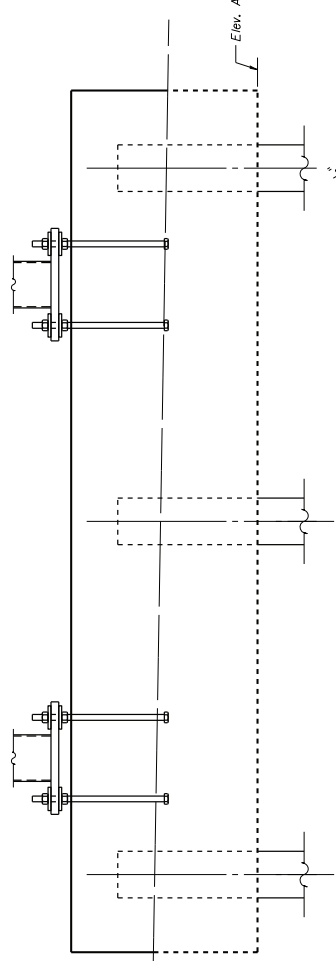


**PLAN**



**SECTION A-A**

See Sheet 5 for additional information



**ELEVATION**

Pier	Elev. A
1	485.25
2	484.00
3	484.75

Type: HP 10x42 with pile shoes  
 Nominal Required Bearing: 335 kips  
 Allowable Resistance Available: 112 kips  
 Est. Length:  
 24 ft. - Pier 1  
 21 ft. - Pier 2  
 22 ft. - Pier 3  
 26 ft. - Pier 2  
 27 ft. - Pier 3

**BILL OF MATERIAL (3 PIERS)**

Bar	No.	Size	Length	Shape
w	36	#8	18'-2"	
s	21	#4	15'-5"	
Structure Excavation Cu. Yd. 60				
Concrete Structures Cu. Yd. 33.0				
Reinforcement Bars Pound 1960				
Furnishing - Piles Foot 246				
HP 10x42 Foot 246				
Driving Piles Foot 246				

NOTES:  
 1. See Sheet 12 for Pile Details.  
 2. Furnishing piles and driving piles will be measured according to Section 512.17 of the Standard Specification.

**PIER FOUNDATION DETAILS**  
**STRUCTURE B30.1Z**

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS
11		CLAIR	218
16		CLAIR	84

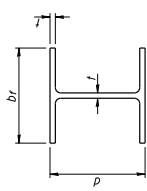
McRobb/Link - Swasee Section  
 CONTRACT NO.  
 ILLINOIS FED. AID PROJECT

Bi-State Development Agency



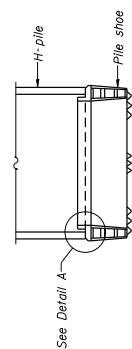
**THOUVENOT, WADE & MOERCHEN, INC.**  
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 Swasee, Illinois 62288  
 Tel: 618.624.4488  
 Fax: 618.624.6585  
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DESIGNED	DJH
CHECKED	KPC
DRAWN	DJH/MJL
CHECKED	KPC
DATE	2/10/2010

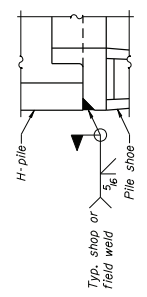


STEEL PILE TABLE

Designation	Depth d	Flange width br	Web and flange thickness
HP 14x17	14 1/2"	14 7/8"	3/8"
x102	14"	14 3/4"	1/8"
x89	13 5/8"	14 3/4"	5/8"
x73	13 5/8"	14 5/8"	1/2"
HP 12x84	12 1/4"	12 1/4"	1/8"
x74	12 1/4"	12 1/4"	5/8"
x63	12"	12 8/16"	1/2"
x53	11 3/4"	12"	7/8"
HP 10x57	10"	10 1/4"	9/16"
x42	9 3/4"	10 8/16"	7/16"
HP 8x36	8"	8 8/16"	7/16"

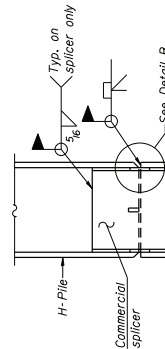


ELEVATION

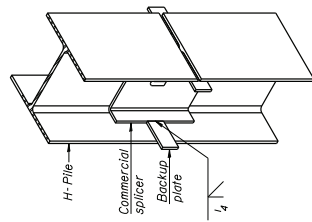


DETAIL A

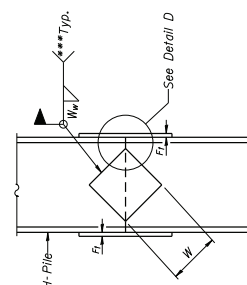
H-PILE SHOE ATTACHMENT



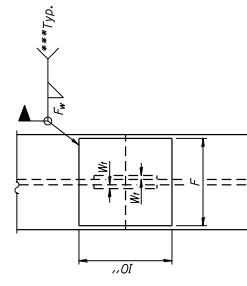
ELEVATION



ISOMETRIC VIEW

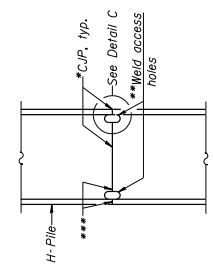


ELEVATION

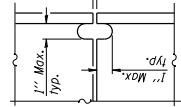


END VIEW

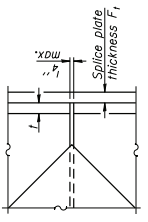
WELDED COMMERCIAL SPLICE



ELEVATION



DETAIL C



DETAIL D

Gap at flange and web bases upon C.P.P.'s - selected.

Designation	F	F1	Fw	W	W1	Ww
HP 14x17	12 1/2"	1"	7/8"	7 3/4"	5/8"	1/2"
x102	12 1/2"	7/8"	3/4"	7 3/4"	5/8"	1/2"
x89	12 1/2"	3/4"	1/8"	7 3/4"	5/8"	1/2"
x73	12 1/2"	5/8"	5/8"	7 3/4"	5/8"	1/2"
HP 12x84	10"	7/8"	1/8"	6 1/2"	5/8"	1/2"
x74	10"	7/8"	1/8"	6 1/2"	5/8"	1/2"
x63	10"	5/8"	1/2"	6 1/2"	5/8"	1/2"
x53	10"	5/8"	1/2"	6 1/2"	5/8"	1/2"
HP 10x57	8"	3/4"	9/16"	5 1/2"	1/2"	3/8"
x42	8"	5/8"	9/16"	5 1/2"	1/2"	3/8"
HP 8x36	7"	5/8"	7/16"	4 1/2"	1/2"	3/8"

COMPLETE PENETRATION WELD SPLICE

WELDED PLATE FIELD SPLICE

\*Use joint conforming to Figure 3.4 in AWS D1.1 Structure Welding Code-Steel.

\*\*Preparation per Fig. 5.2 in AWS D1.1 Structure Welding Code-Steel.

\*\*\*Interrupt welds 1/4" from end of each pile.

Note: The steel H-piles shall be according to AASHTO M270 Grade 50.

F-HP 5-16-08

DESIGNED	
CHECKED	
DRAWN	
CHECKED	
DATE	2/10/2010

**THOUVENOT, WADE & MÖRCHEN, INC.**  
 CORPORATE OFFICE  
 4940 Old Collingdale Road  
 Swansea, Illinois 62226  
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 Fax: 618.624.6556  
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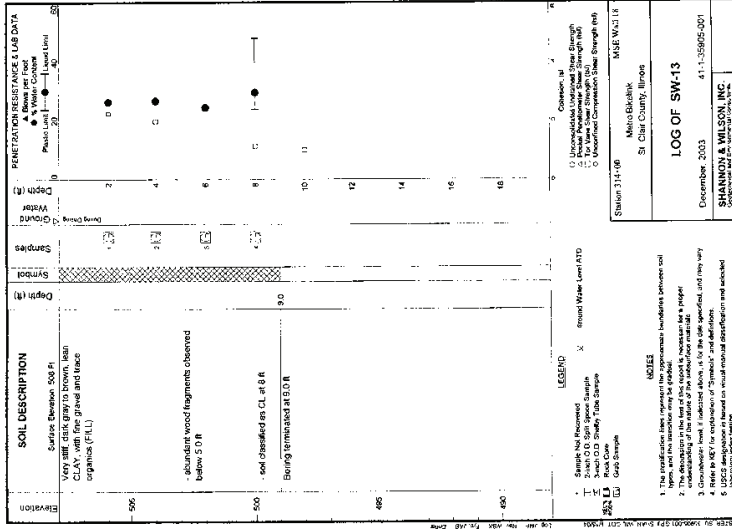
**TWM**  
 EXCEPTIONAL SERVICE  
 NOTHING LESS.

**SCD**  
 St. Clair County Transit District

**Metro**  
 Bi-State Development Agency

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS
12		ST. CLAIR	218
		CONTRACT NO.	85
		FED. ROAD DIST. NO.	ILLINDIST.FED. AID PROJECT

PILE DETAILS  
 STRUCTURE B30.IZ



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**TWM**  
 EXCEPTIONAL SERVICE  
 NOTHING LESS.

**SciD**  
 St. Clair County Transit District

**Metro**

**Bi-State Development Agency**

**DESIGNED**  
**CHECKED**  
**DRAWN**  
**CHECKED**  
 DATE: 2/10/2010

Printed by: moost  
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**LOG OF SW-13**  
 December 2003  
 SHANNON & WILSON, INC.  
 411-1-28905-001  
 Geotechnical and Foundation Engineering

Station 314+00 Metro/Clark St. Clair County, Illinois MHW 13.18

**LOG SHEET NO. 218**  
**TOTAL SHEETS NO. 86**

**CONTRACT NO.**

**PROJECT**

**BORING LOG SW-13**  
**STRUCTURE B30.1Z**

**F.A. RTE.**  
**SECTION**  
**ST. CLAIR**

**SHEET NO. 13**  
**16 SHEETS**

**County**  
**ST. CLAIR**

**Swansea Section**

**ILLINOIS FED. AID PROJECT**

**Station 314+00**  
**Metro/Clark St.**  
**St. Clair County, Illinois**

**December 2003**

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**STRUCTURE B30.1Z**

**F.A. RTE.**  
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 Geotechnical and Foundation Engineering

**LOG SHEET NO. 218**  
**TOTAL SHEETS NO. 86**

**CONTRACT NO.**

**PROJECT**

**BORING LOG SW-13**  
**STRUCTURE B30.1Z**

**F.A. RTE.**  
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**ST. CLAIR**

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**ST. CLAIR**

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**ILLINOIS FED. AID PROJECT**

**Station 314+00**  
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**St. Clair County, Illinois**

**December 2003**

**SHANNON & WILSON, INC.**  
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DESIGNED  
CHECKED  
DRAWN  
CHECKED  
DATE: 2/10/2010

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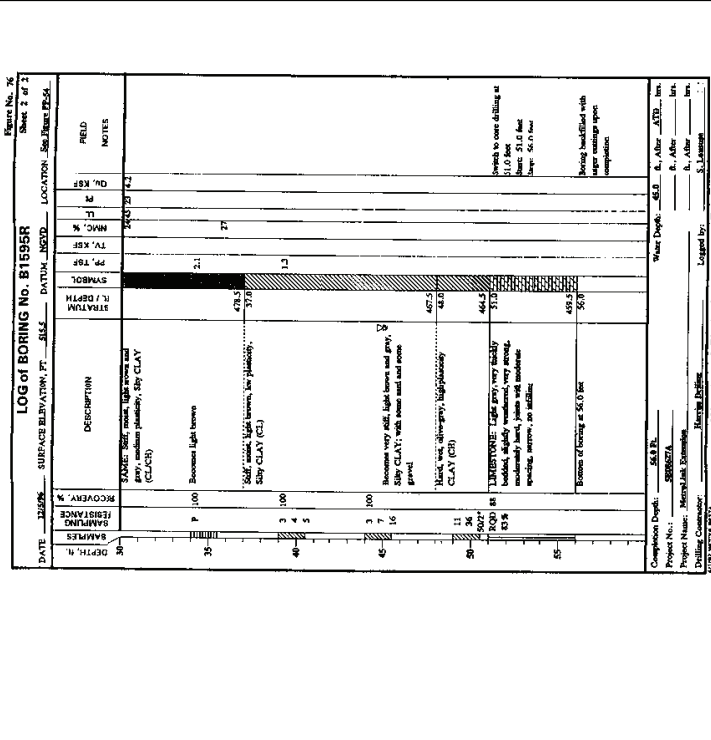
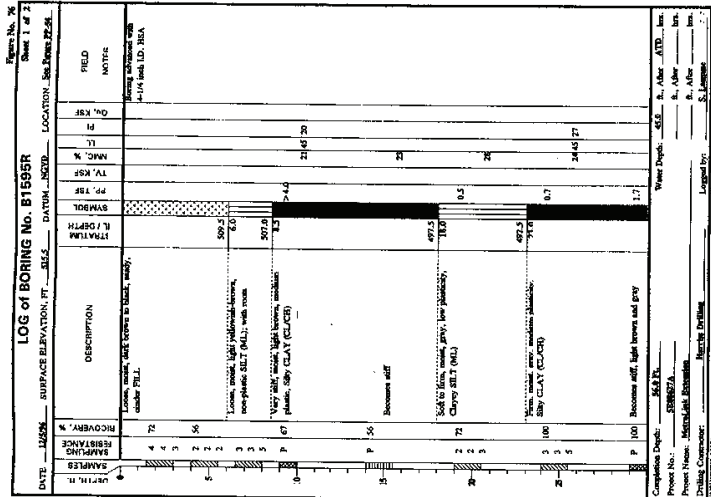
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Bi-State  
Development  
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SHEET NO. 14  
16 SHEETS

F.A. RITE. SECTION COUNTY TOTAL SHEET SHEETS NO.  
Metro/Real Link - Swansea Section ST. CLAIR 218 87  
FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT CONTRACT NO.



Woodward-Clyde Consultants

Woodward-Clyde Consultants

BORING LOG B1595R  
STRUCTURE B301Z



