

**ST. CLAIR COUNTY METROLINK EXTENSION
SHILOH-SCOTT TO MIDAMERICA ST. LOUIS AIRPORT**

**BIKE TRAIL PAVING
VOLUME 1 OF 2**



St. Clair County Transit District



**GENERAL CONDITIONS
DIVISION 00 & 01**

**Issue For Bid
May 2025**

SPECIAL PROVISIONS

St. Clair County MetroLink Extension Shiloh-Scott to MidAmerica St. Louis Airport Bike Trail Paving

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 adjacent to the proposed St. Clair County MetroLink Extension between the existing Shiloh-Scott Station and the Rieder Road Extension near to Scott Air Force Base and MidAmerica Airport in St. Clair County, Illinois.

DESCRIPTION OF WORK: See Section 01 11 00, Article 1.01 for Scope of Work.

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.

PREQUALIFICATION: IDOT prequalification is required. The 1,200 ton restriction under Category 5 – HMA Paving is waived for bidding on this project.

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.

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.

COMPLETION DATE: See Section 00 41 00, Article 3.0 for Contract Time.

COOPERATION WITH CONTRACTORS: Construction activities associated with other phases of the MetroLink Extension will be ongoing concurrently with the work proposed under this contract. The Contractor will cooperate fully with the contractors completing these other phases in order to facilitate prompt completion of all work.

EQUIPMENT AND MATERIAL STORAGE: The Contractor shall use staging locations as shown in the plans. No other sites shall be used by the Contractor without written approval of the St. Clair County Transit District.

INVOICES: The St. Clair County Transit District will pay all Contractor submitted invoices on a monthly basis. Invoices will be paid in accordance with Section 01 29 76, Article 1.06 Payment To Contractor.

MIDAMERICA AIRPORT REQUIREMENTS: Right-of-Entry will need to be obtained from MidAmerica Airport prior to beginning work activities. The Contractor shall complete and provide all necessary paperwork to:

Mr. Daniel J. Trapp, P.E.
Director, Engineering & Planning
MidAmerica St. Louis Airport (BLV)
Phone (618) 566-5322
Email dan.trapp@flymidamerica.com

PREVAILING WAGES: No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in the accomplishment of this project. On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates.

PROJECT LABOR AGREEMENT (PLA): This project is covered by the terms of a Project Labor Agreement. The Contractor shall be required to become a party to this agreement and adhere to the requirements of such.

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 Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, any special details and Highway Standards contained herein and in the plans.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the actual installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting according to Article 108.01 of the Standard Specifications

for Road and Bridge Construction. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The Contractor will provide the Owner the name of its representative who will be responsible for the administration of the Traffic Control Plan.

Special attention is called to Sections 107 and 701 through 705 of the Standard Specifications for Road and Bridge Construction, and as amended by the Supplemental Specifications, Recurring Special Provisions, the Special Provisions contained herein, and the following highway standards relating to traffic control:

701001 701006 701901

In addition, the following special provision(s) will also govern traffic control for this project:

MAINTENANCE OF TRAFFIC

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE 80439)

WORK ZONE TRAFFIC CONTROL DEVICES (BDE 80427)

WORK ZONE TRAFFIC CONTROL SURVEILLANCE (CHECK SHEET #LRS3)

FLAGGERS IN WORK ZONES (CHECK SHEET #LRS4)

The Contractor shall install any additional traffic control and comply with all regulations required by MidAmerica Airport. Costs for compliance with these requirements will be included in the cost of the contract and no additional payment will be allowed.

MAINTENANCE OF TRAFFIC: This work shall conform to the applicable portions of Division 700 of the Standard Specifications for Road and Bridge Construction. This item of work shall include furnishing, installing, maintaining, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing bicycle, pedestrian, and vehicular traffic during the construction of this project.

Prior to beginning construction, the Contractor shall install appropriate traffic control devices at all access points to the bike trail including the Shiloh-Scott Station, Old IL Route 158 Connection, and the east & west approaches to the Rieder Road Extension, and any other locations as directed by the Engineer. The Contractor shall provide three (3) Type III barricades positioned similarly to the "Road Closed To All Traffic" detail on Highway Standard 71901. The sign placed on the Type III barricade shall read "Bike Trail Closed".

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Any traffic control devices moved or relocated due to the Contractor's operations shall be placed back in its original position at the end of each work day.

INDEMNIFICATION: See Section 00 73 16.13 Indemnification.



Check Sheet for Recurring Special Provisions

Local Public Agency

County

Section Number

St. Clair County Transit District

St. Clair

Bike Trail Paving

☐ **Check this box for lettings prior to 01/01/2025**

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

Recurring Special Provisions

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3	<input type="checkbox"/> EEO	83
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	93
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11	<input type="checkbox"/> Subsealing of Concrete Pavements	112
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	116
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15	<input type="checkbox"/> Polymer Concrete	121
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17	<input type="checkbox"/> Bicycle Racks	124
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	126
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	128
20	<input type="checkbox"/> English Substitution of Metric Bolts	129
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	130
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	131
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	139
24	<input type="checkbox"/> Reserved	155
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26	<input type="checkbox"/> Temporary Raised Pavement Markers	157
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	158
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	161
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	165
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	168
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	170
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Local Public Agency	County	Section Number
St. Clair County Transit District	St. Clair	Bike Trail Paving

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

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LRS 5	<input checked="" type="checkbox"/> Contract Claims	177
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LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	184
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State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
WORK ZONE TRAFFIC CONTROL SURVEILLANCE

Effective: January 1, 1999

Revised: January 1, 2018

Revise Article 701.10 of the Standard Specifications to read:

“The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.”

Delete Article 701.20(g) of the Standard Specifications.

CHECK SHEET #LRS4

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

SPECIAL PROVISION
FOR
FLAGGERS IN WORK ZONES

Effective: January 1, 1999
Revised: January 1, 2007

Revise the last paragraph of Article 701.13 of the Standard Specifications to read:

“Flaggers are required only when workers are present.”

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

SPECIAL PROVISION
FOR
CONTRACT CLAIMS

Effective: January 1, 2002
Revised: January 1, 2007

Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications to read:

"All claims shall be submitted to the Engineer."

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

"(e) Procedure. All Claims shall be submitted to the Engineer. The Engineer will consider all information submitted with the claim. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgment, such a meeting would aid in resolution of the claim, otherwise a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Engineer's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

CHECK SHEET #LRS11

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

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

CHECK SHEET #LRS12

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

SPECIAL PROVISION FOR WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999

Revised: January 1, 2015

1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records, except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general

CHECK SHEET #LRS12

prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

CHECK SHEET #LRS13

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

SPECIAL PROVISION FOR SELECTION OF LABOR

Effective: January 1, 1999

Revised: January 1, 2012

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

CHECK SHEET #LRS15

State of Illinois
Department of Transportation

SPECIAL PROVISION FOR PARTIAL PAYMENTS

Effective: January 1, 2007
Revised: January 1, 2025

Add the following after the first paragraph of Article 109.07(a) of the Standard Specifications:

“Prior to completion of 50 percent of the contract, the State will not withhold retainage from any payment in excess of ten percent of any payment made prior to the date of completion of 50 percent of the contract. When the contract is at least 50 percent complete, the State will reduce the retainage so that no more than five percent is held.

Prior to the completion of 50 percent of the contract, the Contractor and their respective subcontractors shall not withhold from their subcontractors retainage in excess of ten percent of any payment made prior to the date of completion of 50 percent of the contract. When the contract is at least 50 percent complete, the Contractor and its subcontractors shall reduce the retainage so that no more than 5 percent is withheld from their respective subcontractors.

When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00.

When any payment is made directly to the State, payments for completed work shall have deducted the proportionate share of the cost to be borne by the State. The deduction will be the estimated cost to the State divided by the awarded contract value with this percentage applied to the value of work in place. Any adjustment to be made because of changed quantities will be made when the final payment is being processed. No retainage will be held from the value of such payments.”

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

SPECIAL PROVISION
FOR
PROTESTS ON LOCAL LETTINGS

Effective: January 1, 2007

Revised: January 1, 2013

Except for apprenticeship and training certification issues, all protests shall be handled according to Sections 6.390 through 6.440 of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. For the purpose of a protest under this special provision, a representative of the awarding local authority executing the contract will perform the functions of the Chief Procurement Officer (CPO) and the State Purchasing Officer (SPO).

CHECK SHEET #LRS17

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

SPECIAL PROVISION FOR SUBSTANCE ABUSE PREVENTION PROGRAM

Effective: January 1, 2008

Revised: January 1, 2014

In addition to all other labor requirements set forth in this proposal and in the Standard Specification for Road and Bridge Construction, adopted by the Department, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Substance Abuse Prevention Program. Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in 820 ILCS 265 or shall have a collective bargaining agreement in effect dealing with the subject matter of 820 ILCS 265.

The Contractor and any subcontractor shall file with the public body engaged in the construction of the public works: a copy of the Substance Abuse Prevention Program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

SPECIAL PROVISIONS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 9, 2019

Revised: September 9, 2019

This Provision applies to all contracts entered into that have a disadvantaged business enterprise participation (DBE) goal. This Provision shall be included, in its entirety, as part of all contracts of the subrecipient that require DBE participation.

FEDERAL OBLIGATION. Subrecipient, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Provision, a disadvantaged business enterprise means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Provision will also be used by the Illinois Department of Transportation and subrecipient to satisfy the requirements of the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Provision by the Department and subrecipient on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Subrecipient and its Contractor makes the following assurance and agrees to include the assurance in each subcontract the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R § 26.13(b),

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance

of its contract no later than 30 days from the receipt of each payment the Contractor receives from (the subrecipient). Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the subrecipient).

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal. The goal has been included because it has been determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 25 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the contract will only be awarded to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Provision:

- (a) The bidder documents enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Illinois Department of Transportation maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (SBE Form 2026), and a DBE Participation Statement (SBE Form 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

A Utilization Plan will not be accepted if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the subrecipient may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before there will be a

commitment to the performance of the contract by the bidder. The Utilization Plan will be approved if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. This means the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The quality, quantity, and intensity of the kinds of efforts the bidder has made will be considered. Mere *pro forma* efforts, in other words efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that will be considered as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts may be relevant in appropriate cases and will be considered.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve

the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If it is determined that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the contract will be awarded to the bidder provided it is otherwise eligible for award. If it is determined the bidder has failed to meet the requirements of this Provision or that a good faith effort has not been made, the subrecipient will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.
- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the subrecipient within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the subrecipient. The subrecipient will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the subrecipient, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the subrecipient that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The subrecipient is only able to count toward the achievement of the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The subrecipient and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

CONTRACT COMPLIANCE. Compliance with this Provision is an essential part of the contract. The subrecipient is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward the contract goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved, and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the subrecipient.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the subrecipient as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, or where there is a commitment of work in the form of additional tasks assigned to an existing subcontract, then a revised DBE Utilization Plan (SBE Form 2026) must be submitted in writing that includes the new subcontractor or additional tasks. Changes in the DBE Utilization Plan shall not be adopted or implemented until the subrecipient, and the Department have approved a revised DBE Utilization Plan in writing.
- (c) SUBCONTRACTOR APPROVAL AND SUBCONTRACT. Prior to the use of any subcontractor of any tier (both DBE and non-DBE), the Contractor must submit a Request for Approval of Subcontractor (BC Form 260a) and receive written subcontractor approval from the subrecipient. The Contractor must also provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Provision.
- (d) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan or perform with other forces work designated for a listed DBE except as provided in this Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the written consent as provided in subsection (a) of this part. Unless consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not

limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non- DBE firm, or with another DBE firm. Written consent will be granted only if the subrecipient agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the subrecipient, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the subrecipient and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the subrecipient should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the subrecipient may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self- perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the subrecipient requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The subrecipient will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (e) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the subrecipient to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement (SBE Form 2115) to the subrecipient to establish and document that full and final payment has been made to the DBE.

If full and final payment has not been made to the DBE, the Contractor shall indicate in writing whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the subrecipient may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (g) of this part.

- (f) ENFORCEMENT. The subrecipient reserves the right to withhold payment to the Contractor to enforce the provisions of this Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Provision or after liquidated damages have been determined and collected.
- (g) RECONSIDERATION. Notwithstanding any other provision of the contract, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the subrecipient and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the subrecipient. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.
- (h) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and

replace it with other work, then the Contractor must demonstrate one of the following:

- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

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 and the St. Clair Transit District Board

St. Clair County and the St. Clair County Board

St. Clair County Public Building Commission

MidAmerica St. Louis Airport

Bi-State Development Agency and the Bi-State Development Agency Board

Gonzalez Companies, LLC

WSP USA, Inc.

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

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

“1030.06 Quality Management Program. The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
<input type="checkbox"/>	Cores
<input checked="" type="checkbox"/>	Nuclear Density Gauge (Correlated when paving \geq 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

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."

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

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

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices shall be MASH compliant.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices shall be MASH compliant.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant

with NCHRP 350, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as sign supports, speed feedback displays, arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH compliant is available, an NCHRP 350 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

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00 40 00 Procurement Forms and Supplements

**Not included in this packet. Bidders to email
SCCTD-BTP-BID@gocos.net to request Bid Forms.**

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**Not included in this packet. Bidders to email
SCCTD-BTP-BID@gocos.net to request Bid Forms.**

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SECTION 00 01 11

BIDDER'S CHECKLIST

The purpose of this checklist is to assist the Bidder with the submission of a complete bid package required for this Invitation for Bids. It is the Bidder's responsibility to ensure compliance with the submission requirements as stipulated in this Invitation for Bids.

1. _____ **Section (00 41 00) Bid Form**
 - Prime to complete and sign by an authorized official of the firm
2. _____ **Section (00 43 00) Bid Price Breakdown Form**
Bid Price Breakdown Form
 - Prime to complete and indicate if no price either "N/A" for not applicable or insert "\$0.00"
3. _____ **Section (00 43 01)**
AA/EEO Affirmative Action Procedure
 - Prime to submit Affirmative Action Plan
4. _____ **Section (00 43 02)**
Employment Data Sheet
 - Prime to submit Employment Data Sheets for Prime and Subcontractors
5. _____ **Section (00 43 03)**
DBE Utilization Plan
 - Prime to complete.
6. _____ **Section (00 43 04)**
Subcontractors List
 - Prime to complete and sign. This form must be submitted to St. Clair County Transit District on or before 4:30 p.m. Local Time on the third (3rd) working day after the bid opening. All firms that submit a bid must submit their Non-DBE and DBE subcontractor documentation in order to make a determination that the firm is a responsive, responsible bidder. Failure to submit this documentation may deem your bid as non-responsive.

7. _____ **Section (00 43 05)**
Letter of Intent to Perform As A Subcontractor
- This form must be submitted to St. Clair County Transit District on or before 4:30 p.m. Local Time on the third (3rd) working day after the bid opening. All firms that submit a bid must submit their Non-DBE and DBE subcontractor documentation in order to make a determination that the firm is a responsive, responsible bidder. Failure to submit this documentation may deem your bid as non-responsive.

8. _____ **Section (00 43 06)**
Good Faith Efforts Guidance
- If applicable, to be submitted with bid.

THE BELOW FORMS MUST BE SUBMITTED WITH YOUR BID ALONG WITH ITEMS #1-5, AND 8, IF APPLICABLE, ABOVE.

9. _____ **Section (00 45 00)**
Prime to provide appropriate documentation as directed in Section 00 45 00 to certify capability to complete the project.
10. _____ **Section (00 45 04)**
Certification of Non-Restrictive Competition
- Prime to complete and sign
11. _____ **Section (00 45 05)**
Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Prime to complete and sign
12. _____ **Section (00 45 06)**
Statement of Joint Venture (JV)
- If prime is submitting bid as a JV, complete and sign
13. _____ **Section (00 52 13)**
Solicitation, Acceptance and Award Form
- Minimum acceptance period = 90 days
 - Acknowledgement of Addenda
 - Prime to complete Blocks 11, 12, 13, 14, 15, 16, and sign

14. _____

Section (00 22 01)

Bid Guarantee

- Prime to provide 5% of the Base Bid
- Failure to submit the bid guarantee will result in your bid being declared non-responsive

15. _____

ADDENDA/AMENDMENTS

- Prime to acknowledge all addenda or amendments issued prior to bid opening

FAILURE TO ADHERE TO THESE REQUIREMENTS MAY RENDER THE BIDDER AS NON-RESPONSIVE

END OF SECTION 00 01 11

SECTION 00 01 15

LIST OF DRAWINGS, SHEETS

PART 1 GENERAL

1.01 List of Drawings, Sheets

The following is a list of drawings that form a part of the Contract Documents.

Volume 1 – General: Sheets 1 through 13

Volume 1 – Typical Sections: Sheet 14 through 15

Volume 1 – Plan and Profile: Sheets 16 through 26

Volume 1 – Pavement Marking and Signage: Sheets 27 through 32

Volume 1 – Miscellaneous Details: Sheet 33 through 35

Volume 1 – Bike Trail Connection Plan & Profile: Sheet 36

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 01 15

SECTION 00 01 15.13

LIST OF PROJECT MANUAL VOLUMES

PART 1 GENERAL

1.01 LIST OF PROJECT MANUAL VOLUMES

The following is a list of project manual volumes that form a part of the Contract Documents.

Volume 1 Bidding Requirements, Contract Forms, Conditions of the Contract,
and General Requirements

Volume 2 Technical Specifications

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 01 15.13

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

**St. Clair County MetroLink Extension
Shiloh-Scott to MidAmerica St. Louis Airport
Bike Trail Paving**

St. Clair County Transit District will receive sealed bids until 2:00 P.M. on June 5, 2025 at:

**St. Clair County Transit District
27 North Illinois Street
Belleville, Illinois 62220**

All bids will be publicly opened and read aloud at that time. The sealed bids must be delivered to and received by the St. Clair County Transit District before the bid deadline. Bids received after the bid deadline will be returned unopened.

A pre-bid meeting will be held at 10:00 A.M. on May 28, 2025 at the SCCTD Belleville Transit Center, 718 Scheel Street, Belleville, IL 62220, for the purpose of responding to questions and clarifying the contents of this IFB. Attendance is not required; however, bidders are encouraged to attend if they wish to ask questions concerning the scope of work or selection process.

The proposed project is located adjacent to the proposed St. Clair County MetroLink Extension between the existing Shiloh-Scott Station and the Rieder Road Extension near to Scott Air Force Base and MidAmerica St. Louis Airport in St. Clair County, Illinois. Work consists of the construction of the bike trail including subgrade preparation, aggregate base course, hot-mix asphalt, bike trail signage, pavement marking, wooden railing, seeding, and any other work necessary to complete the project as specified.

The Project Specifications and Plans (excluding the bidding forms) are available for download at the St. Clair County Transit District website (www.scctd.org). The forms required for bid submittal will be provided to Contractors upon request by sending an email to SCCTD-BTP-BID@gocos.net.

Contractors submitting a bid on this project will be required to provide proof of work experience and financial capacity to complete the project. IDOT prequalification is required. The 1,200 ton restriction under Category 5 – HMA Paving is waived for bidding on this project.

The successful bidder will be required to comply with all applicable Equal Employment Opportunity and prevailing wage rate laws and regulations. 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 the construction on this project.

It is the policy of the St. Clair County Transit District that Disadvantaged Business Enterprises (DBE) shall have an equal opportunity to participate in the performance of contracts. St. Clair County Transit District has established a project goal of 25% of the awarded contract sum for DBE participation.

A bid guarantee in the amount of five percent (5%) of the bidder's Total Bid Price must accompany a bid to ensure that the bidder will honor its bid upon acceptance.

Bidders that wish to bid on this project must be registered with the Illinois Department of Human Rights (IDHR) by filing an Employer Report Form (PC-1) with the IDHR Public Contracts Unit (PCU). Additional information is provided in Section 00 20 00 Instructions for Procurement.

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.02 Related Sections
- 1.03 Bid Submission
- 1.04 General Requirements
- 1.05 Project Numbers
- 1.06 Description of Work
- 1.07 Timetable
- 1.08 Bid Documents, Identification and Submittal Requirements
- 1.09 Information Available to Bidders
- 1.10 Duration of Bid
- 1.11 Contract Time
- 1.12 Investigation of Conditions
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- 1.14 Evaluation and Award
- 1.15 Experience and Financial Responsibility
- 1.16 Pre-Contract Costs
- 1.17 Ineligible Bidders
- 1.18 Bid Analysis
- 1.19 Contract Form
- 1.20 DBE and AA/EEO Requirements
- 1.21 DBE Goal
- 1.22 Bid Submittals for DBE Participation Determination
- 1.23 Successful Bidder
- 1.24 Approved Equal

1.02 RELATED SECTIONS

- A. Section 00 22 01 – Bid Guarantee
- B. Section 00 40 00 – Procurement Forms and Supplements
- C. Section 00 72 13 – Conditions of the Contract
- D. Section 00 73 43 – Wage Rate Requirements
- E. Section 01 29 76 – Progress Payment Procedures

1.03 BID SUBMISSION

- A. Bids are requested for the St. Clair County MetroLink Extension Bike Trail Paving project specified herein.
- B. Bids shall be signed, executed, and dated, and shall be submitted on the supplied forms.
- C. Bids will be displayed and read aloud at the office of the St. Clair County Transit District, 27 North Illinois Street, Belleville, IL 62220 at 2:00 P.M., on June 5, 2025 (or as may be designated in an amendment).
- D. Bidders shall be solely responsible for timely delivery of all subsequent bid documents within three (3) business days of bid opening.
- E. The submitted bid package must contain all items listed in Section 00 41 00, Bid Form, Article 6.0, Submit with Bid. Failure to include all items listed may render your bid non-responsive.

1.04 GENERAL REQUIREMENTS

- A. Contract Time: Refer to Section 00 41 00, Bid Form Article 3.0 Contract Time and Article 1.11 of this Section
- B. Bid Guarantee: 5% Base Bid Section 00 22 01, Bid Guarantee
- C. Liquidated Damages: Refer to Section 00 72 13
- D. Performance/Payment Bond: 100% Performance Bond and Payment Bond in the amount as specified in Section 00 73 04
- E. Insurance Requirements: See Section 00 73 16
- F. DBE Participation Goal 25 %
- G. Certified Payroll Submission: See Section 00 73 46

1.05 PROJECT NUMBERS

The identifying project number for this procurement is:

St. Clair County Transit District Invitation for Bids No: SCC MAA ML EXT - 05.

1.06 DESCRIPTION OF WORK

The Bike Trail Paving work consists of the construction of the bike trail including subgrade preparation, aggregate base course, hot-mix asphalt, bike trail signage, pavement marking, wooden railing, seeding, and any other work necessary to complete the project as specified.

1.07 TIMETABLE

A. Bid Documents and Bid Form:

To obtain bid documents, see instructions in Paragraph 1.09, Information Available to Bidders.

B. Contacts with Transit District or Consultant Personnel:

Following the issuance of this invitation for bids, and until the Notice of Intent to Award, Bidders and bidding subcontractors shall communicate only with the Transit District's Managing Director or authorized representatives at 27 North Illinois Street, Belleville, IL 62220, as prescribed in these instructions.

During this period, any other communications regarding this invitation for bid with members of the Transit District's Board, staff, or consultants shall result in disqualification of the involved Bidders and proposed subcontractors.

C. Pre-Bid Conference

1. A Pre-Bid Conference will be held for all interested parties on **May 28, 2025 at 10:00 A.M.**
2. Information and clarification of items discussed at the pre-bid conference will be included in the official procurement record only if such items are included in an addendum issued by the Transit District.

D. Addenda

1. In order to receive consideration, a bid must conform to the contract documents. **No deviations, exceptions, or alternatives** contained in the Bid will be accepted.
2. Written explanation desired by a Bidder regarding the meaning or interpretation of solicitation documents must be submitted in writing via email to SCCTD-BTP-BID@gocos.net no later than 11:59 P.M., St.

Louis time, on May 30, 2025. Reply by the Transit District will be in the form of an Addendum.

3. No technical assistance or aid will be given by the Transit District in the preparation of the bid.

1.08 BID DOCUMENTS, IDENTIFICATION AND SUBMITTAL REQUIREMENTS

- A. Bid documents are identified as ST. CLAIR COUNTY METROLINK EXTENSION BIKE TRAIL PAVING, PROJECT NO. SCC MAA ML EXT – 05.
- B. The Bid Package must contain all items listed in Section 00 40 00 and 00 52 13.
- C. The submitted Bid Package must contain the Bid Guarantee, in the amount of 5% of the Base Bid. See requirements as specified in Section 00 22 01.

1.09 INFORMATION AVAILABLE TO BIDDERS

The Project Specifications and Plans (excluding the bidding forms) are available for download at the St. Clair County Transit District website (www.scctd.org). The forms required for bid submittal will be provided to Contractors upon request by emailing SCCTD-BTP-BID@gocos.net.

1.10 DURATION OF BID

Bids shall remain open to acceptance and shall be irrevocable for a period of at least ninety (90) calendar days after the opening of bids.

1.11 CONTRACT TIME

Work under this contract shall commence as specified in Section 00 41 00, Bid Form. All work shall be accomplished within the specified duration for each individual task identified as Intermediate Milestones, if applicable, and shall be completed by the completion of milestone. (Refer to Section 00 41 00, Bid Form, Article 3.0, Contract Time.)

1.12 INVESTIGATION OF CONDITIONS

- A. Access to the project site is limited due to the operations of MidAmerica St. Louis Airport and Scott Air Force Base. Bidders may not enter restricted areas of MidAmerica St. Louis Airport or Scott Air Force Base. Visual inspection of the project site will only be available from adjacent public roadways.

Bidders are advised to visit the site, investigate all conditions involved in the execution of the Work, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, confirmation of ground conditions, the character of equipment and facilities needed prior to and during prosecution of the Work. The bidder further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done, as well as from information presented by the drawings and project manual made a part of this contract. Failure by the bidder to acquaint itself with the available information, shall not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Transit District assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the Transit District.

- B. This article shall not be interpreted to prevent equitable adjustments for extra work and unforeseen circumstances not within the contemplation of the Transit District and successful bidder at the time ensuing contract is executed.

1.13 BIDDING REQUIREMENTS

Bids not conforming to the following requirements may be rejected:

1. Bids must be submitted on forms furnished herewith (Section 00 40 00, Procurement Forms & Supplements; and Section 00 52 13, Solicitation, Acceptance and Award).

2. Bids must be received by date and time identified in Section 00 11 13.
3. Bid forms must be completed in ink or typed.
4. Any alteration on the bid form and appendices to bid form must be lined out and initialed.
5. This contract is exempt from the payment of State of Illinois sales and use taxes. Therefore, said taxes must not be included in the price.
6. Alternate bids **will be** automatically deemed non-responsive and will not be considered for award.
7. Bidder is responsible for obtaining approval of any substitutions and/or product options. Refer to Section 01 25 13, Substitution and Product Options.
8. Facsimile and other electronic media bids **will not** be considered.
9. The Transit District will not honor any bid modifications if received after bid due date and time.
10. Bidders are required to use the most current prevailing wage rates in their Bid. (See Section 00 73 46, Wage Determination Schedule)

1.14 EVALUATION AND AWARD

- A. Award will be made to the lowest, responsive, and responsible bidder whose base bid conforms to the bid documents.
 1. Determination of a Responsive Bidder: The bid must fully conform to all material respects and all of its requirements, including all forms and substance. In addition:
 - a. A bidder that qualifies its price in such a manner that the bid cannot be determined will be deemed non-responsive.
 - b. A bidder whose bid is contingent upon also receiving awards on other bids currently under consideration will be deemed non-responsive.
 2. Determination of a responsible bidder: In determining a bidder to be responsible, factors to be considered by the Transit District shall include, but shall not be limited to:
 - a. Current suspension or debarment by the federal government or any other governmental entity,

- b. Status of unsettled government obligations, including tax liabilities,
- c. Capacity and ability to perform contract requirements within the established time schedule and in accordance with the plans and specifications of the contract.
- d. Default, unsatisfactory or deficient performance in past or current St. Clair County Transit District or Bi-State Development contracts as determined by St. Clair County Transit District or Bi-State Development in its sole discretion,
- e. Financial stability and economic capability to perform all the contract requirements, and
- f. Any other information, act or omission indicating lack of skill, ability, capacity, quality control, business integrity, or honesty that seriously and directly affects the present responsibility of the contractor, including but not limited to:
 - i. Making false statements, providing misleading or incomplete information to St. Clair County Transit District,
 - ii. Failing to provide information or cooperate with St. Clair County Transit District or its officials,
 - iii. Offering unbalanced bids,
 - iv. Discrimination in violation of law or regulation in the conduct of business as a contractor,
 - v. The commission of any state or federal offense or criminal charges, or
 - vi. Investigation pending by a federal or state agency or under investigation by a federal or state agency within the past five years.

St. Clair County Transit District reserves the right to request additional information before making an award. St. Clair County Transit District also reserves the right to seek clarification from any bidder about any statement in its bid that it finds to be ambiguous.

- B. The Transit District reserves the right to make awards within ninety (90) calendar days from the date bids are opened. During the ninety (90) day period, bids shall not be withdrawn. Should award in whole or part be delayed beyond a period of ninety (90) days, such extension shall be conditioned upon bidder's acceptance.
- C. Contract bid prices submitted in Section 00 40 00 must remain firm and not subjected to change up to time of award.
- D. Lump sum and unit price amounts shall be all inclusive and represent a true measure of the labor, materials, equipment, insurance, and supervision required to perform the Work, including all costs for overhead

and profit for each type and unit of work called for in the contract documents.

- E. Mistake in Bid: The bidder must notify the Transit District in writing if it alleges a mistake in the bid. Notice shall be submitted to the St. Clair County Transit District Managing Director, 27 North Illinois Street, Belleville, IL 62220.
- F. Transit District reserves the right to delay making an award in order to respond to a protest, permit proper study and analysis of all bids received, make multiple awards, make award in whole or part, reject any or all bids and to make a pre-award determination to evaluate the capability of the bidder(s).
- G. Award is subject to approval by the Transit District's Board and the Illinois Department of Transportation.
- H. Responsiveness will be determined on the basis of the bidder's adherence to all bid requirements. Such determination shall be made after bid opening.
- I. Responsibility will be determined on the basis of the bidder's skill, integrity and ability to perform as bid, in light of its experience, facilities and financial solvency. Such determination shall be made after bid opening. The Transit District reserves the right not to award to a bidder/proposer based on unsatisfactory performance as a contractor or subcontractor or if such parties are involved in threatened or pending litigation with St. Clair County Transit District.

1.15 EXPERIENCE AND FINANCIAL RESPONSIBILITY

Each bidder must submit evidence of experience, ability, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the bid documents. Each bidder must submit with their bid a copy of the bidder's Certificate of Eligibility issued by the Illinois Department of Transportation and valid on the date of bid as discussed in Section 00 45 00, Representations and Certifications of Prime.

1.16 PRE-CONTRACT COSTS

The Transit District will not be responsible for expenses incurred by any bidder, successful or otherwise, prior to contract award.

1.17 INELIGIBLE BIDDERS

All bidders will be required to certify that they are not on state, federal, or local agency lists of ineligible contractors. (See Section 00 52 13, Block 12 - Solicitation Acceptance Award Form)

1.18 BID ANALYSIS

The Transit District will award this contract on the basis of the lump sum bid price with unit prices for the stipulated quantities called out in the bid price Breakdown Form, Section 00 43 00. However, the bid price breakdown is subject to review and approval by the Transit District's Managing Director prior to the Notice to Proceed. Any adjustments required by the bidder will be addressed in the Notice of Intent to Award.

1.19 CONTRACT FORM

The contract agreement entitled "Solicitation, Acceptance and Award" (Section 00 52 13) executed by both parties to the contract, shall constitute the contractual agreement between the Transit District and the contractor. The Contractor, by submission of this form with the bid, accepts the execution of the award by the Transit District's Managing Director.

1.20 DBE AND AA/EEO REQUIREMENTS

Bidder shall demonstrate to the Transit District, how the DBE Goal as specified in the bid contract documents in Section 00 41 00, Procurement Forms and Supplements, Sections 00 43 01 – 00 43 06, shall be achieved. In the event the bidder cannot meet the goal, the bidder must complete and submit with the bid documentation, Good Faith Efforts in accordance with Section 00 43 06 Guidance Concerning Good Faith Efforts.

1.21 DBE GOAL

- A. St. Clair County Transit District has established a DBE participation goal of 25 % of the total contract value as arrived at through the bid price form.
- B. Only firms certified by the Illinois Unified Certification Program [IL UCP](#) shall be recognized as DBE firms eligible to meet the DBE goal for this project.
- C. The bidder must clearly state in its bid how this goal will be achieved by identifying proposed subcontractor DBE firms. Only firms that have been certified by the UCP as DBE concerns at the time of the award will be counted toward DBE participation. All DBE firms are invited to fully participate in this procurement as a primary firm or as a partner with another firm. All bidders shall take all necessary and reasonable steps to

help remove barriers to ensure that DBE firms participate in subcontracts and/or joint venture opportunities.

1.22 BID SUBMITTALS FOR DBE PARTICIPATION DETERMINATION

Each solicitation for which a contract goal has been established will require the bidders to submit the following information with their bids:

1. Section 00 43 01 Bidders Affirmative Action Plan: (if required by law) Must be submitted with bid by the Prime.
2. Section 00 43 02 Employee Data Sheet: Must be submitted with Bid by the Prime.
3. Section 00 43 03 DBE Utilization Plan: This form outlines the bidders/offers intent to meet the established DBE goal on this project.
4. Section 00 43 04 Subcontractors List: This form must be submitted to the Transit District on or before 4:30 p.m. on the 3rd working day after the bid opening.
5. Section 00 43 05 Letter of Intent to Perform as a Subcontractor: This form is to be executed between the prime and all subcontractors, including DBEs, scheduled to perform work on this project. This page must be filled out in its entirety by the subcontractor that will perform the work in connection with the project. This form must be submitted to the Transit District on or before 4:30 p.m. on the 3rd working day after the bid opening.
6. Section 00 43 06 Good Faith Efforts Guidance: Good Faith Effort guidance only. If applicable, submit with bid.

1.23 SUCCESSFUL BIDDER

Upon completion of the procurement process, the Transit District may make an award to the bidder who has met all of the requirements of the solicitation. Following contract award, the successful bidder will be considered the Prime “contractor” selected to perform the “contract work” described in the solicitation. A Prime contractor that has a contractual relationship with another firm to assist in performing the requirements of this solicitation shall be considered the Prime contractor’s “subcontractor”.

1.24 APPROVED EQUAL

If an item in this solicitation is identified as “brand name or equal; the purchase description reflects the characteristics and level of quality that will satisfy St. Clair County Transit District’s needs. The salient physical, functional or performance characteristics that “equal” products must meet are specified in the solicitation.

To be considered for award, bidders of “equal” products, including “equal” products of the brand name manufacturer must:

1. Meet the salient physical, functional or performance characteristic specified in the solicitation; and
2. Clearly identify the item by brand name, if any, and make or model Number; and
3. Include descriptive literature such as illustrations, drawings or a clear reference to previously finished descriptive data or information available to the Transit District; and
4. Clearly describe any modifications the Bidder plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

St. Clair County Transit District will evaluate “equal” products on the basis of information furnished by the bidder or identified in the bid and reasonably available to the Transit District. St. Clair County Transit District is not responsible for locating or obtaining any information not identified in the bid.

Unless the bidder clearly indicates in its bid that the product being offered is an “equal product, the bidder shall provide the brand name product referenced in the solicitation.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 21 13

SECTION 00 22 01

BID GUARANTEE

1.01 SECTION INCLUDES

Bid Guarantee

1.02 RELATED SECTIONS

Section 00 21 13 – Instructions to Bidders

1.03 BID GUARANTEE

- A. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price is required. The “bid guarantees” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A Bid bond must be issued by a fully qualified Surety Company acceptable to the St. Clair County Transit District and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described hereunder.
- C. If a Bid Bond is submitted, the American Institute of Architects, AIA Document A310, entitled “Bid Bond” or equal, shall be the bid bond form for this project.
- D. In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the St. Clair County Transit District to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without written consent of the Transit District.
- E. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of their bid within ninety (90) days after the bid opening without the written consent of the St. Clair County Transit District, shall refuse or be unable to enter into this Contract as provided above or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, he shall forfeit his bid security to the extent of the Transit District's damages occasioned by such

withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security.

- F. It is further understood and agreed to that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check and/or Official Bank Check, which has been retained by the St. Clair County Transit District shall prove inadequate to fully recompense the Transit District for the damages occasioned by default, then the undersigned bidder agrees to indemnify the Transit District and pay over to the Transit District the difference between the bid security and the Transit District's total damages, so as to make the Transit District whole.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 22 01

SECTION 00 54 23

POST BID SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

Post Bid Submittals

1.02 RELATED SECTIONS

- A. Section 00 40 00 – Procurement & Contracting Requirements
- B. Section 00 72 13 – Conditions of the Contract
- C. Section 00 80 00 – Project Labor Agreement
- D. Section 01 35 23 – Owner Safety Requirements
- E. Section 01 33 01 – Submittal Procedures
- F. Section 01 45 16 – Field Quality Control Procedures

1.03 POST-BID SUBMITTALS

The Post Bid Submittals list was developed to serve as a guideline to assist the Contractor in identifying post-bid submittals addressed in this Contract; however, this checklist may not be all inclusive. Therefore, it is the Contractor's responsibility for ensuring compliance with the requirements as stipulated in this Contract.

Section	Article	Item	Due Date	Submit To
00 43 03		DBE Subcontract Agreements	Within 10 days of execution	CM
As Applicable	As Applicable	Certificate of Insurance	10 days after Notice of Intent to Award	CM
00 72 13		List of Subcontractors and Material Suppliers	10 days after Notice of Intent to Award	CM
00 72 13		Resume of Superintendent	At Pre-Construction Conference	CM
00 73 03		Contractor's Authorized Representative	At Pre-Construction Conference	CM
00 73 04		Performance and Payment Bonds	10 days after Notice of Intent to Award	CM

00 80 01		Project Labor Agreement for Development and Construction in Illinois	10 days after Notice of Intent to Award	CM
01 33 01		Schedule of Values	10 days after Notice of Intent to Award	CM
01 33 01		Preliminary Construction Schedules	30 days after Notice of Intent to Award	CM
01 35 23		Resume of Safety Representative	10 days after Notice of Intent to Award	CM
01 35 23		Contractor's Safety Program	At Pre-Construction Conference	CM
01 33 01		Product Data From Manufacturer	15 days after Notice to Proceed	CM
01 33 01		Shop Drawings	15 days after Notice to Proceed	CM
01 33 01		Manufacturer's Certificates	When required in Individual Specification Sections	CM
01 45 16		Field Quality Control Procedures	Prior to Pre-Construction Conference	CM

CM – Construction Manager

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 54 23

SECTION 00 72 13

GENERAL CONDITIONS

PART 1 GENERAL

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1.02 GENERAL CONDITIONS

By submitting a bid, the Contractor agrees to be bound by these terms and conditions and all sections of the solicitation, for the term of the Contract. These terms and conditions shall prevail unless otherwise modified by the St. Clair County Transit District.

1.03 AUTHORITY OF THE CONSTRUCTION MANAGER (CM)

- A. The CM shall, in all cases, decide questions of a nature, which may arise relating to the quality and acceptability of materials furnished and Work performed, the manner of performance and the rate of progress of Work. The CM shall decide all questions that may arise as to the interpretation of the Drawings and Project Manual. The CM will coordinate interpretations of Terms and Conditions with the St. Clair County Transit District. The CM shall decide questions involving coordination of various aspects of Work in the project between different contractors.
- B. Administration, inspection, assistance and actions by CM shall not be construed as supervisory control of Work nor of means and methods employed by the Contractor and shall not relieve the Contractor from its responsibilities and obligations under the Contract. The Contractor shall not request, nor require the CM to undertake such supervisory control nor to administer, supervise, inspect or assist, or to act in a manner that relieves the Contractor of its responsibilities and obligations. The presence of the CM on the Project shall in no way relieve the Contractor of its obligation to conform to the Local, State and Federal regulations, which govern safety and/or environmental requirements.
- C. The CM may designate a Resident Engineer to support day-to-day activities at the construction site.
 - 1. Except as provided below, the Resident Engineer's directions will not conflict with or change contract requirements.
 - 2. Within the limits of any specific authority delegated by the CM, the Resident Engineer may make changes in the work by written direction. The Contractor shall be advised of the extent of such authority prior to execution of any Work under the Contract.

1.04 ADMINISTRATION OF CONTRACT

- A. This Contract will be administered by the CM or its authorized representative, who maintains an office at Gonzalez Companies, LLC, 525 West Main Street, Suite 125, Belleville, IL 62220.
- B. Neither the CM nor the St. Clair County Transit District will be responsible for or have control or charge of Contractor's construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with Work and will not be responsible for the Contractor's failure to carry out Work in accordance with the Contract Documents.
- C. The CM and the St. Clair County Transit District will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors or any of their agents or employees or any other persons performing any Work.

1.05 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance.
- B. The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory Work done by the St. Clair County Transit District, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the St. Clair County Transit District.

- D. The St. Clair County Transit District assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available by the St. Clair County Transit District. Nor does the St. Clair County Transit District assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this Contract unless that understanding or representation is expressly stated in this contract.

1.06 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

- A. The Contractor shall be required to (1) commence Work under this Contract within ten (10) calendar days after the date the Contractor receives a written Notice to Proceed, (2) prosecute the Work diligently, and (3) complete the entire Work ready for use no later than the number of calendar days stated for completion or the completion date provided in Section 00 41 00, Article 3.0, Contract Time. The time stated for completion shall include final clean-up of the premises.
- B. As applicable, the Contractor shall be required to complete the various elements of construction by the milestone completion dates specified in Section 00 41 00, Article 3.1 Milestones.
- C. The Contractor shall notify the CM at least 48 hours in advance of the time it intends to start work on-site.
- D. Before starting any Work on the project, the Contractor shall consult with the CM and secure permission to start Work. The Contractor shall perform the Work within the parameters established by the St. Clair County Transit District. Contractor shall not interfere with the normal operations of the St. Clair County Transit District.
- E. The Contractor shall furnish all labor, materials, supplies, equipment, insurance, and other resources, including transportation, necessary to complete all Work in accordance with the Contract Documents, including all Change Orders.
- F. Before undertaking each part of Work, Contractor shall carefully study and compare the Contract documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to CM any conflict, error, or discrepancy which

Contractor may discover and shall obtain a written interpretation or classification from the CM before proceeding with any Work affected thereby; however, Contractor shall not be liable to the St. Clair County Transit District or the CM for failure to report any conflict, error or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known of.

- G. Failure to comply with this clause shall be cause for termination of Contract in accordance with the Termination for Default Clause.

1.07 LIQUIDATED DAMAGES

Failure of the Contractor to substantially complete the Work by the substantial completion date specified in this Contract (Section 00 41 00, Paragraph 3.0) will result in the assessment of liquidated damages to be deducted from monies due the Contractor per Article 108.09 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Liquidated damages will be assessed until such time the Work is substantially completed and accepted by the CM.

Failure of the Contractor to complete all of the Work by the final completion date specified in this Contract (Section 00 41 00, Paragraph 3.0) will result in the assessment of liquidated damages to be deducted from monies due the Contractor per Article 108.09 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Liquidated damages will be assessed until such time all of the Work is completed and accepted by the CM.

1.08 PROJECT LABOR AGREEMENT / NOTICE TO ST. CLAIR COUNTY TRANSIT DISTRICT OF LABOR DISPUTES

This contract is covered by the terms of a Project Labor Agreement (PLA). This PLA includes language concerning strikes, picketing, work stoppages, slowdowns, or other disruptive activities.

If the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice, including all relevant information, to CM.

1.09 TIME EXTENSIONS

A. Option to Extend Time of Performance

The time of performance specified in this contract may be extended for a period of ninety (90) days by the St. Clair County Transit District. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 180 days, which shall be issued in 90-day increments unless approval to extend beyond 180 days is received by the St. Clair County Transit District's Board. The St. Clair County Transit District Managing Director may exercise the option by written notice to the Contractor no later than ten (10) calendar days prior to expiration of the Contract. Contractor performance shall continue in accordance with the current contract specifications and pricing.

B. Time Extension – Contract Changes

Time extension for Contract changes will depend upon the extent, if any, by which the changes cause delay in completion of the various elements of construction. The Change Order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed Work and that the remaining Contract completion dates for all other portions of the Work will not be altered. If applicable, the Change Order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

- A. If at any time during the Contract the Work is delayed or slowed, the Contractor must submit to the CM a written request for an extension of time within five (5) working days after the delay or slow-down begins. The Contractor waives any right to request or claim an extension of time that is not requested within five (5) working days from the beginning of the delay or slow-down.
2. After an extension of time is requested, the CM will determine in writing with supporting facts, whether or not the delay or slow-down is non-excusable, excusable, or concurrent. The CM will promptly notify the Contractor in writing of the following: (1) whether or not there has been a delay or slow-down; (2) whether or not the delay or slow-down is non-excusable, excusable, or concurrent; (3) when that specific delay or slow-down is over; and (4) the new Contract completion dates, if extended. The Contractor has ten (10) calendar days after receipt of the written notice to object to the findings; otherwise the Contractor waives all rights to objection. Failure by the Contractor to timely notify the CM waives the Contractor's rights to any delays or slow-downs.

3. If the delay or slow-down is non-excusable (those where the Contractor bears the risk of both time and cost), the St. Clair County Transit District will not grant the Contractor extensions of time and the Contractor must complete the Work within the Contract completion date or dates.
4. If the delay or slow-down is excusable as defined by subparagraphs (a), (b), (c) and (d) below, the Contractor may be granted an extension of the time only for those specific elements related to the delay. The remaining Contract completion dates for all other portions of the work will not be altered. The number of calendar days granted for the time extension will be equal to the delay or slow-down as a non-compensable delay.
 - A. The three elements that apply in determining whether an excusable delay or slow-down has occurred are: (a) the delay must arise from unforeseeable causes; (b) the event must be beyond the control of the Contractor. If a Contractor cannot prevent an event from occurring, that event is beyond the Contractor's control; (c) the delay must not be the fault or negligence of the Contractor. Fault or negligence deals with either acts or omissions of the Contractor that cause delays.
 - b. Examples of these causes are (a) acts of God; (b) acts of war or the public enemy; (c) acts of the St. Clair County Transit District in either its sovereign or contractual capacity; (d) acts of another Contractor in the performance of the Contract with the St. Clair County Transit District; (e) fires; (f) floods, (g) epidemics; (h) quarantine restrictions; (i) strikes; (j) freight embargoes; (k) unusually severe weather; and (l) delays of Subcontractors or Suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both the Contractor and the Subcontractors or Suppliers. In each instance, the failure to perform must be beyond the control and without fault or negligence of the Contractor.
 - c. Unusually severe weather shall mean adverse weather, which at the time of year in which it occurred is unusual for the place in which it occurred. No matter how severe or destructive, if the weather is not unusual for the particular time and place or if in the sound judgment of the CM it should have been reasonably anticipated by the Contractor, it shall not be considered unusually severe. The CM decisions shall be based on U.S. National Weather Service climate data records. Delays due to the actions of the elements such as normal rains, ice, snow, hail, winds or droughts, other than acts of God as stated above, shall be

anticipated by the Contractor in establishing the construction schedule and shall not be reason for an extension of time.

- d. Court injunctions which affect in any way the subject matter of this Contract or affect either party's ability to perform within the Contract, changes in State or Federal law, labor disputes, civil disorder, riots, tornadoes, floods and other acts of God, unusually severe weather, etc., shall not be considered the fault of the Contractor or the St. Clair County Transit District.
- A. C. If the delay or slow-down is caused by negligent or fraudulent actions or omissions of the St. Clair County Transit District that are within the St. Clair County Transit District's control, the Contractor will be granted an extension of the Contract completion date or dates equal to the delay or slow-down as a compensable delayD. If the delay or slow-down is concurrent (those where both parties have caused delays which have an equal impact on completion, and it is impossible to apportion or separate the delays) the St. Clair County Transit District may grant an extension of the Contract completion date or dates due to the delay or slow-down. These are non-compensable delaysE.The Contract completion date and/or milestone dates as extended will then be considered as in full force and effect as if they were the dates in the original Contract.
- F. The Contractor, by submitting a request for an extension of time thereby waives any right to claim, under the Contract or otherwise, damages, extra compensation, injury, loss or costs of any kind resulting from or arising out of the delay or slow-down, if the cause for the delay or slow-down is non-excusable or concurrent. If the request is due to an excusable delay or slow-down, in order to be compensated for the delay or slow-down, the Contractor must demonstrate that the delay or slow-down is unreasonable in duration. If the delay or slow-down results from the St. Clair County Transit District's fault, the entire period of the delay or slow-down is unreasonable and therefore compensable. If the delay arises out of an action taken pursuant to the St. Clair County Transit District's contractual right, the Contractor will be compensated only for the unreasonable portion of the delay or slow-down.
- A. 1.10 SCHEDULES FOR CONSTRUCTION CONTRACTA. Within fourteen (14) calendar days after the date of the Notice of Intent to Award and before commencing any Work, the Contractor shall prepare and submit for approval, a preliminary schedule for the first sixty (60) calendar days of Work. The schedule is to include submittals, procurement lead time, approvals, fabrication and deliveries of major items. If the Contractor fails to submit a Schedule within the time prescribed, the CM may withhold

approval of progress payments until the Contractor submits the required Schedule. This is in accordance with Section 01 33 01, Submittal Procedures.

- H. Failure of the Contractor to comply with the requirements of the CM under this clause shall be grounds for a determination by the CM that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the St. Clair County Transit District may terminate the Contractor's right to proceed with the Work or any separable part of it, in accordance with the Default terms of this contract.

1.11 QUANTITY SURVEYS FOR UNIT PRICING OF ITEMS

- A. When applicable, in support of Section 00 43 00, Bid Price Breakdown Form that includes unit pricing of items for payment based on quantity surveys, the surveys shall be conducted and the data derived from these surveys shall be used in computing the quantities of Work performed and the actual construction completed and in place.
- B. The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of the CM or his/her designated representative unless the CM waives this requirement in a specific instance. The St. Clair County Transit District shall make such computations as are necessary to determine the quantities of Work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.
- I. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the Work to the CM, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the CM.

1.12 PERFORMANCE OF WORK BY THE CONTRACTOR

- A. The Contractor shall perform on the site and with its own organization, Work equivalent to at least fifty percent (50%) of Work of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the Work, the Contractor requests a reduction and the CM determines that

the reduction would be to the advantage of the St. Clair County Transit District.

- B. The Contractor may not subcontract any portion of the Contract or Work provided therein, except the furnishing of necessary materials, without the written consent of the St. Clair County Transit District. Such consent shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor shall select subcontractors (including Suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract. The Contractor shall not sell or assign any portion of the contract without the written consent of the St. Clair County Transit District and the surety. Assignment of any portion of the Work by subcontract must be approved, in writing, in advance, by the St. Clair County Transit District.

1.13 SUBCONTRACTS AND WORK COORDINATION

- A. Nothing contained in this contract shall be construed as creating any contractual relationship between any Subcontractor and the St. Clair County Transit District. Divisions or sections of specifications are not intended to control the Contractor in dividing Work among Subcontractors or to limit Work performed by any trade.
- B. The Contractor shall be responsible to the St. Clair County Transit District for acts and omissions of his/her own employees and of the Subcontractors and their employees. The Contractor shall also be responsible for coordination of the Work of the Trades, Subcontractors and Material Suppliers.
- C. The St. Clair County Transit District or its representatives will not undertake to settle any differences between the Contractor and Subcontractors or between Subcontractors.
- D. The St. Clair County Transit District reserves the right to refuse to permit employment on the Work or require dismissal from the Work of any subcontractor who, by reason of previous unsatisfactory Work on St. Clair County Transit District or Bi-State Development projects, or for any other reasons is considered by the CM to be incompetent or otherwise objectionable.
- E. The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract, the General Conditions of the Contract, the Supplementary Conditions, and other Contract Documents as far as applicable to his/her Work.

- F. Prior to the issuance of Notice to Proceed, the Contractor shall submit a list of all major Subcontractors and Material Suppliers on which the bid is based. This list shall be subject to the review of the CM and the St. Clair County Transit District. After such a review, no changes may be made without written consent from the CM and the St. Clair County Transit District. The Contractor shall provide a written request with all the facts and justifications as to why it wants to add, delete or change a Subcontractor job. This list must be complete in its first submission and must list the trade name of the product or material involved after each such subcontractor's name.
- G. Each Subcontract agreement for a portion of Work is assigned by the Contractor to the St. Clair County Transit District provided that:
 - 1. Assignment is effective only after termination of the Contract by the St. Clair County Transit District for cause pursuant to the Termination of Default Clause and only for those subcontract agreements which the St. Clair County Transit District accepts by notifying the Subcontractor in writing, **and**
 - 2. Assignment is subject to the prior rights of the Surety, if any, obligated under bond relating to the Contract

1.14 ISSUANCE COMPLETENESS OF BIDDING AND CONTRACT DOCUMENTS

- A. Bidders, upon receipt of Bid Documents, shall verify their issuance completeness and immediately notify the St. Clair County Transit District of missing sheets and pages from Bidding Documents.
- B. Contractor, upon receipt of Contract Documents, shall verify their issuance completeness and immediately notify the St. Clair County Transit District of missing sheets and pages from the Contract.

1.15 INTENT OF CONTRACT DOCUMENTS / ORDER OF PRECEDENCE

- A. The intent of the Contract Document(s) is to provide for the completion of the Work in compliance with the details, as show thereon and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation, insurance, permits, resources, and shall perform all operations required to complete the Work in accordance with the Contract documents and by authorization of the St. Clair County Transit District.

- B. The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all. Materials or Work described in words which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- C. Any inconsistency or discrepancy in the Contract Documents shall be resolved by giving precedence in the following order:
 - 1. Modifications to Conformed Contract
 - 2. Executed solicitation, Acceptance and Award Form
 - 3. Supplementary Conditions
 - 4. General Conditions
 - 5. Technical Specifications
 - 6. Drawings
 - 7. EEO & AA Requirements
 - 8. Other legal provisions required by local, state & federal governments
 - 9. Documents incorporated by reference
- D. The CM's decision will be final, subject to the Disputes Clause.
- E. Organization of the Specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- F. Portions of these specifications are written in imperative language. All language is directed to the Contractor unless specifically noted otherwise.

1.16 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

- A. The Contractor shall keep on the Work site, a copy of the drawings, specifications, and other Project Record Documents (Section 01 78 39) and shall at all times give the CM access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. In case of a difference between drawings and specifications, the specifications shall govern. In case of a discrepancy in the figures, in the drawings or in the specifications, the matter shall be promptly submitted to the CM who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The CM shall furnish, from time to time, such detailed drawings and other information as considered necessary unless otherwise provided.

- B. Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription” of the CM and the St. Clair County Transit District is intended and similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or “acceptable to”, or “satisfactory to” the CM and the St. Clair County Transit District unless otherwise expressly stated.
- C. Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this Contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is, “furnished and installed”.
- D. Shop drawings means drawings, submitted to the CM by the Contractor, Subcontractor, or any lower tier Subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract. The St. Clair County Transit District may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this Contract.
- E. If this Contract requires shop drawings, the Contractor shall coordinate all such drawings and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the CM without evidence of the Contractor’s approval may be returned for resubmission. The CM will indicate an approval or disapproval of the shop drawings and, if not approved as submitted, shall indicate the St. Clair County Transit District’s reasons thereof. Any Work done before such approval shall be at the Contractor’s risk. Approval by the CM shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract except with respect to variations described and approved in accordance with (F) of this clause.
- F. If shop drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the CM recommends approval of any such variation, the St. Clair County Transit District shall issue an appropriate contract modification except that, if the variation is minor or

does not involve a change in price or in time of performance, a modification need not be issued.

- G. The Contractor shall submit to the CM for approval five (5) copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three (3) sets (unless otherwise indicated) of all shop drawings will be retained by the CM and one set will be returned to the Contractor.
- H. When record shop drawings and reproducible shop drawings are required, upon completing the Work under this Contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment and/or work is completed and accepted.
- I. When record shop drawings are required and reproducible shop drawings are not required, upon completing the Work under this Contract, the Contractor shall furnish five (5) sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.
- J. The CM's interpretation of the drawings and specifications will be final, subject to the Disputes Clause.
- K. Large scale drawings supersede small scale drawings.
- L. Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items.
- M. Dimensions shown of existing Work and all dimensions required for work that is to connect with existing Work, shall be verified by the contractor by actual measurement of the existing Work. Any Work at variance with that specified or shown in the drawings shall not be performed by the Contractor until approved in writing by the CM.

1.17 LAYOUT OF WORK

When applicable, the Contractor shall lay out its work from established base lines and benchmarks indicated on the drawings and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials and labor required to lay out any part of the Work. The Contractor shall be responsible for executing the Work to the lines and grades established or indicated by the St. Clair County Transit District. The Contractor shall also be responsible for maintaining and preserving all stakes

and other marks established by the St. Clair County Transit District until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the St. Clair County Transit District may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

1.18 CONFLICT OF INTEREST

1.19 TAXES

The St. Clair County Transit District is exempt from Illinois sales tax. The St. Clair County Transit District will provide the Tax Exemption Certification form to the Contractor at the Pre-Construction meeting. The Contractor shall use this Tax Exemption Certification in the purchase of all equipment and materials.

1.20 AUDIT AND RECORDS

- A. The Contractor and the Contractor's suppliers, vendors, consultants, insurance agents and other Subcontractors (hereinafter collectively referred to as payees) shall maintain and the St. Clair County Transit District, the Auditor General, their commissioners, directors, officers, employees and agents and authorized representatives shall have the right to examine books, accounting records, documents, original estimates, estimating worksheets, correspondence, written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders), change order files (including documentation covering negotiated settlements), documents necessary to evaluate and verify direct and indirect costs (including overhead allocations) and any other documents related to the cost, pricing, negotiation or performance of this Contract or any change or modification thereto.
- B. Contractor's and payee's records shall be open to inspection and subject to audit and/or reproduction by the St. Clair County Transit District, their commissioners, directors, officers, employees and agents and authorized representatives to the extent necessary to evaluate the cost incurred and the accuracy, completeness and currency of any cost or pricing data submitted by Contractor (or any payee). The right of examination shall extend to all documents necessary for such evaluation, including any computations and projections used within the cost or pricing data.
- C. The St. Clair County Transit District shall, during normal business hours, (1) have access to Contractor's (and payees) offices and facilities, or such parts thereof as may be engaged in or maintain records in connection with, performance of the Contract; (2) have access to all necessary records; and (3) be provided adequate and appropriate work

space by contractor (or payee) in order to conduct audits in compliance with this Article.

- D. The St. Clair County Transit District shall not be required to provide Contractors and payees with advance notice of intended audits.
- E. The St. Clair County Transit District shall have access to said records of contractor (and payees) for the purpose of audit, inspection and reproduction for a period of time until the expiration of three (3) years from the date of final payment under the Contract, except that:
 - 1. If this Contract is completely or partially terminated, the records relating to the Work terminated, shall be made available for a period of three (3) years from the date of any resulting final settlement; and
 - 2. Records which relate to appeals under the “Claims” Clause of this Section, or litigation or settlement of claims arising out of the performance of this Contract, shall be made available until such appeals, litigation or claims have been resolved.
- F. Contractor shall require all payees to comply with the requirements of this Article by insertion of the provisions of this Article, altered as necessary for proper identification of the Contracting parties and the St. Clair County Transit District in any written contract between Contractor and payee. Failure to obtain such written contracts, which include such provisions, shall be reason to exclude some or all of the related payee’s costs from amounts payable to the Contractor pursuant to this Contract.

1.21 AIR, NOISE AND WATER POLLUTION LIMITATIONS

All facilities and equipment utilized by Contractor in the performance of this Contract shall be designed and equipped to prevent or control air, noise and water pollution in accordance with criteria issued by the Environmental Protection Agency. If state or local air, noise and water pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any suppliers must submit evidence if requested, to the St. Clair County Transit District that the governing air, noise and water pollution criteria will be met.

1.22 CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251 et. seq. The Contractor agrees to report each violation to the St. Clair County Transit District and understands and agrees

that the St. Clair County Transit District will, in turn, report each violation as required to assume notification to the appropriate EPA Regional Office.

1.23 CLEAN AIR REQUIREMENTS

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et. seq. The Contractor agrees to report each violation to the St. Clair County Transit District and understands and agrees that the St. Clair County Transit District will, in turn report each violation as required to assure notification the appropriate EPA Regional Office.

1.24 ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.25 SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any element or portion of the Project for which he/she bears specific design responsibility, as indicated in the Project Manual or on the Drawings, will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation.

1.26 AVAILABILITY OF LANDS

The St. Clair County Transit District shall furnish, as indicated in the Contract Documents, the lands upon which Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the St. Clair County Transit District unless otherwise provided in the contract Documents. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

1.27 USE OF SITE

Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of Work. Should any claim be made against the St. Clair County Transit District or the CM by any such owner or occupant because of the performance of Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

1.28 RIGHT TO CARRY OUT WORK

If the Contractor defaults or neglects to carry out Work in accordance with the Contract Documents and fails within a ten (10) calendar day period after receipt of written notice from the CM to commence and continue correction of such default or neglect with diligence and promptness, the CM shall, after such ten (10) calendar day period, issue the Contractor a show-cause notice to correct such deficiencies within a second ten (10) calendar day period. If the Contractor fails to commence and continue to correct any deficiencies, the CM may, without prejudice to other remedies, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the contractor the cost of correcting such deficiencies, including compensation for the CM's additional services and expenses made necessary by such default, neglect or failure. Such action by the CM and amounts charged to the contractor are both subject to prior approval of the St. Clair County Transit District's Managing Director or designee. If payments then or thereafter due the contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the St. Clair County Transit District in a reasonable amount of time after receipt of the St. Clair County Transit District's notifications.

1.29 LAWS TO BE OBSERVED

- A. In all operations connected with work, all Federal and State Laws, local ordinances, laws and by-laws, codes and regulations controlling and limiting actions of those engaged on Work shall be strictly complied with by the Contractor and all employees working under its direction. If there is a conflict, the more restrictive requirement shall govern.

- B. The order of precedence for abiding by these laws (if conflicting) is: (1) Federal, (2) State, and (3) Local/Metropolitan.
- C. Contractor shall be governed by laws of the place at which Work is performed.

1.30 PERMITS, LICENSES AND FEES

- A. The Contractor shall secure at its own expense and without additional expense to the St. Clair County Transit District, the general building permit and all other permits and licenses and shall give all notice necessary to the due and lawful prosecution of Work.
- B. All regulatory Agency inspection fees and other expenses occasioned by the Contractor's Work shall be paid by the Contractor and shall not be recoverable from the St. Clair County Transit District.

1.31 PATENT FEES AND ROYALTIES

Contractor shall pay all patent fees and royalties and assume all costs incurred for use in the performance of Work or in the incorporation in Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of Work and if to the actual knowledge of the St. Clair County Transit District or the CM, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the St. Clair County Transit District in the Contract Documents. Contractor shall indemnify and hold harmless the St. Clair County Transit District, the CM, their commissioners, directors, officers and employees and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, fines and penalties and expenses (including other professionals, court costs, disbursements and charges) arising out of any infringement of patent rights or copyrights incident to the use in the performance of Work or resulting from the incorporation in Work or any invention, design, process, product or device not specified in the Contract Documents and shall defend all such claims in connection with any alleged infringement of such rights.

1.32 PROTECTION AND RESTORATION OF PROPERTY

- A. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the Structure nor shall the Contractor

subject any part of the Work or adjacent property to stress or pressures that will endanger it.

- B. The Contractor shall protect and maintain all public and private property. Contractor shall protect from damage all existing improvements and utilities (1) at or near the Work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the Work.
- C. The Contractor shall restore any damaged property in consequence of any act or omission on its part, or on the part of its employees or agents, to a condition equal to or better than that existing before such injury or damage occurred. If the Contractor neglects to restore or correct such damage or injury, the CM may, upon forty-eight (48) hour notice, proceed to restore or correct such damage or injury and order the cost thereof deducted from any monies that are due or may become due the Contractor.
- D. The Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs and grass) on or adjacent to the Work sites, which are not to be removed and which do not unreasonably interfere with the Work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the CM or designee.
- E. The Contractor shall designate a responsible member of the contractor's organization at the site whose duty shall be the prevention of accidents. This shall not be a Contractor's superintendent (see Section 01 35 23, Owner Safety Requirements).

1.33 EXISTING UTILITIES/SEWERS AND EXCAVATION

- A. The locations of all known public and private utilities and sewers, as shown on the Drawings, are taken from the best available data. Prior to starting Work, the contractor shall contact individual Utility Companies and 1-800-892-0123 (J.U.L.I.E.) to field verify location of all existing utilities within the Construction Limits, including service connection locations. Cost of relocation or repair of utilities or sewer lines not shown

on the Drawings or field-verified by the Utility Companies, and subsequently impacted by the Work will be the St. Clair County Transit District's responsibility. Existing private utility and sewer service connections generally are not shown on the Drawings. The cost to restore such connections, if they are impacted by the Work, will be the St. Clair County Transit District's responsibility. The Contractor shall proceed with the Work, under these circumstances, in accordance with the terms of Article 1.47, Differing Site Conditions. The Contractor will also be required to prepare work-around plans as necessary to minimize both delays and costs.

- B. If any utilities or sewer lines that have been identified and located are damaged by the Contractor, the cost to repair or replace such utilities or sewer lines is the contractor's responsibility.
- C. Excavation to sub-grade elevations is classified as earth and rock. Blasting of rock is prohibited.

1.34 SAFETY AND PROTECTION

- A. The Contractor shall follow the requirements of Section 01 35 23, Owner Safety Requirements.
- B. In emergencies affecting the safety or protection of persons or Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from the CM or the St. Clair County Transit District, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the CM prompt written notice if Contractor believes that any significant changes in Work or variations from the Contract Documents have been caused thereby. If the CM determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Construction Change Directive or Change Order will be issued to document the consequences of the changes or variations.
- C. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection of persons and property and of Underground Facilities and utility owners when prosecution of Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. Contractor's duties and responsibilities for the safety and protection of Work shall continue until such time as all Work is completed and the CM has issued a notice to the St. Clair County Transit District and Contractor

in accordance with Article 1.58, Substantial Completion, that Work is acceptable (except as otherwise expressly provided in connection with Article 1.59, Substantial Completion).

1.35 ST. CLAIR COUNTY TRANSIT DISTRICT'S RIGHT TO PROVIDE TEMPORARY BARRIERS & TRAFFIC CONTROLS

- A. If Contractor fails to provide and maintain traffic barriers, warning devices and flag persons to adequately protect construction activity and regulate vehicular and pedestrian traffic flow adjacent to Work site, the St. Clair County Transit District may provide temporary barriers and control and charge the cost thereof to Contractor.
- B. If a dispute arises between Contractors on the Project as to their responsibility to provide traffic barriers, warning devices, flag persons, to adequately protect construction activity and to regulate vehicular and pedestrian flow adjacent to work-site, the St. Clair County Transit District may provide temporary barriers and controls and charge the cost thereof to Contractor responsible thereof, as the St. Clair County Transit District determines to be just.

1.36 SUCCESSORS AND ASSIGNORS (ASSIGNMENT)

- A. The St. Clair County Transit District and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents.
- B. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other.
- C. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

1.37 CONTRACTOR SUPERINTENDENT AND CONTRACTOR PROJECT MANAGER

- A. At all times during performance of this Contract and until the Work is completed and accepted, the Contractor shall directly superintend the Work or assign and have on the Worksite, a competent superintendent who is satisfactory to the CM and has authority to act for the Contractor. The Contractor shall employ a qualified Contractor Project Manager

(CPM) who will be in charge of all phases of the Contractor's Work and available at all times when Work is in progress.

- B. The CPM and/or Superintendent shall have full authority to make daily field decisions for the Contractor.
- C. The Contractor shall submit in writing the names and resumes of the CPM and Superintendent, at the Pre-Construction Conference, for approval by the CM. The CPM and/or Superintendent shall be qualified, have the required experience for said project and shall not be changed without written notice to the CM. The CM shall have the right to require removal of the CPM and/or Superintendent should he/she be deemed incompetent or obstructive in carrying out Work.
- D. The Contractor's Superintendent shall give comprehensive supervision to Work, using his/her best skill and attention. The Superintendent shall remain on-site during all regular and other working hours.
- E. The Contractor shall maintain at the Project Site, a current, full-size copy of the conformed and revised drawings and Project Manuals, addenda, change orders, modifications, shop drawings and product data samples pertaining to Work it is performing. These Contract Documents shall be kept on Project Site at all times and updated daily or as often as necessary to reflect actual as-built conditions.

1.38 SHARED ACCESS AND MUTUAL USE OF JOB SITE

- A. The Contractor shall conduct operations so as not to interfere with other Contractors, utilities and the St. Clair County Transit District and public authority on and near the Work Site(s) as defined in the Contract Documents. The St. Clair County Transit District additionally reserves the right to perform other non-specified Work by Contract or otherwise, and to permit public utility companies and others to do Work on or near the project during progress of Work. The CM and their representatives, testing agencies and governmental agencies with jurisdictional interests will have access to Work at reasonable times for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access.
- B. The Contractor shall conduct its Work and shall fully cooperate with the other parties and with St. Clair County Transit District employees and shall carefully adapt scheduling and Contract Work performance to accommodate the additional Work, heeding any direction that may be provided by the CM.

- C. The Contractor shall afford the St. Clair County Transit District and separate Contractor's reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work and shall connect and coordinate Work with theirs as required by the Contract Documents.
- D. If part of the contractor's Work depends on the completion by the St. Clair County Transit District or separate contractor, the Contractor shall, prior to proceeding with Work, promptly report to the CM apparent discrepancies and defects in such other Work that render it unsuitable for the Contractor to perform their Contract Work. Failure of the Contractor to report shall constitute an acceptance by the Contractor of the St. Clair County Transit District's and separate Contractor's Work as fit and proper to receive Work, except as to defects which may subsequently become apparent in such Work by others.
- E. Cost caused by defective and ill-timed Work shall be borne by the party responsible therefore.
- F. Should Contractor wrongfully cause damage to Work, property of the St. Clair County Transit District, or to other Work or property on the site or the adjoining property, the contractor shall remedy such damage to the satisfaction of the CM.
- G. Should the Contractor wrongfully delay or cause damage to Work or property of a separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement or otherwise to resolve the dispute. If such separate contractor sues the St. Clair County Transit District on account of any delay or damage alleged to have been caused by the Contractor, the St. Clair County Transit District shall notify the Contractor who shall defend such proceedings at the Contractor's expense and, if judgment or award against the St. Clair County Transit District arises, the Contractor shall pay or satisfy it.

1.39 NO WAIVER OF LEGAL RIGHTS

- A. The St. Clair County Transit District and the CM shall not be precluded nor stopped, by any measurement or estimate made either before or after the completion and acceptance of Work and payment thereof, from showing the true amount and character of Work performed and materials furnished by the Contractor, nor from showing that such measurement or estimate is untrue or incorrectly made, nor that Work or materials do not conform in fact to the Contract.

- B. The St. Clair County Transit District shall not be precluded nor stopped, notwithstanding such measurement or estimate and payment in accordance therewith, from recovering from the Contractor and the Surety, such damages as it may have sustained by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the CM nor payment for or acceptance of the whole or part of the Work, nor extension of time, nor possession, taken by the St. Clair County Transit District shall operate as a waiver of portion of the contract or of power herein reserved or right to damages herein provided. A waiver of a breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

1.40 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the acceptance by the CM of part or all Work as provided for in the Contract, Work shall be under the charge and care of the Contractor who shall take every necessary precaution against injury and damage by the action of the elements or by any other cause whatsoever arising from the execution or the non-execution of work. The Contractor shall rebuild, repair, restore and make good, at Contractor's own expense, all injuries and damage to portion of Work occasioned by the above causes before its completion and acceptance.

1.41 MATERIALS, WORKERS & WORKMANSHIP

- A. The Contractor shall supervise and direct Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of Work under the Contract unless Contract Documents give other specific instructions concerning these matters.
- B. The Contractor shall be responsible for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of Work under a contract with the Contractor.
- C. The Contractor shall not be relieved of obligations to perform Work in accordance with the contract Documents either by activities or duties of the CM in the CM's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- D. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

- E. The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, fuel, telephone power, sanitary facilities, transportation and other facilities and services necessary for proper execution and completion of Work, either temporary or permanent and whether or not incorporated or to be incorporated in Work.
- F. Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. All Subcontractors shall follow the contractors approved submitted safety plan and the contractor shall be held responsible for ensuring compliance by all workers under their submitted and approved safety plan.
- G. Subject to the Contract Documents, Contractor shall provide supervision and workmen of a quality commensurate with the usual requirements for the type of work being done. If, in the opinion of the CM, the Contractor's supervision or workmen are not of a satisfactory quality or not adhering to safety regulations, the CM shall so notify the Contractor and the Contractor shall stop to remove disapproved personnel and replace them with personnel of qualifications acceptable to CM.

1.42 INSPECTION OF CONSTRUCTION

- A. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work performed under the Contract conforms to Contract requirements. The Contractor shall maintain complete inspection records and make them available to the St. Clair County Transit District. All Work shall be conducted under the general direction of the contractor's Project Manager and is subject to inspection by the St. Clair County Transit District, its agents and representatives, and St. Clair County Transit District testing at all places and at all reasonable times before acceptance, to ensure strict compliance with the terms of the Contract. Representatives of the State of Illinois, and other entities as identified by the St. Clair County Transit District, shall have access to the site of construction and shall have the right to inspect all project works.
- B. The CM inspections and tests are for the sole benefit of the St. Clair County Transit District and do not:
 - 1. Relieve the Contractor of responsibility for providing adequate quality control measures;

2. Relieve the Contractor of responsibility for damage to or loss of the materials before acceptance;
 3. Constitute or imply acceptance; or
 4. Affect the continuing rights of the St. Clair County Transit District after acceptance of the completed Work
- C. The presence or absence of an inspector does not relieve the Contractor from any Contract requirement nor is the inspector authorized to change any term or condition of the specification without the CM's or the St. Clair County Transit District's written authorization.
- D. The Contractor shall promptly furnish access to the project site for the performance of such safe and convenient inspections and tests as may be required by the CM. Such additional inspections and tests by the CM will not be charged to the contractor unless the Work is not ready at the time specified by the Contractor for inspection or test, nor when prior rejection makes re-inspection or re-test necessary. The St. Clair County Transit District may charge the Contractor any additional cost of inspection or test when Work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or re-test necessary. All inspections and tests shall be performed in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Contract.
- E. The Contractor shall, without charge, replace or correct work found not to conform to Contract requirements unless, in the public interest, the St. Clair County Transit District consents to accept the Work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- F. If the Contractor does not promptly replace or correct rejected Work, the CM or the St. Clair County Transit District may:
1. By contract or otherwise, replace or correct the Work and charge the cost to the Contractor, **or**
 2. Terminate for default, the Contractor's right to proceed
- G. If, before acceptance of the entire Work, the St. Clair County Transit District decides to examine already completed Work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be

defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall pay the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet Contract requirements, an equitable adjustment shall be made for the additional services involved in the examination and reconstruction, including, if completion of the Work is thereby delayed, an extension of time shall be granted.

1.43 WRITTEN NOTICE

- A. Written notice will be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or if delivered at or sent by U.S. mail, postage prepaid, registered or certified mail, to the last business address known to the party giving notice. Notice shall be deemed delivered when served in person or if sent by registered or certified mail three (3) days after being deposited in the mail.
- B. Any notice or demand from the St. Clair County Transit District to the Contractor or from the Contractor to the St. Clair County Transit District shall be in writing to:

1. St. Clair County Transit District CM, notices shall be addressed as follows:

Construction Manager
Gonzalez Companies, LLC
525 West Main Street, Suite 125
Belleville, IL 62220

2. Copies of all notices shall be provided to:

Managing Director
St. Clair County Transit District
27 North Illinois Street
Belleville, IL 62220

- C. Notices to Contractor:

1.44 EMERGENCIES

In an emergency affecting persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 1.55, Claims.

1.45 CHANGES

- A. St. Clair County Transit District's Managing Director or designee may at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Contract, including changes:
 - 1. In the specifications (including drawings and designs)
 - 2. In the method or manner of performance of the Work
 - 3. In the St. Clair County Transit District -furnished facilities, equipment, materials, services or site **or**
 - 4. Directing acceleration in the performance of the Work
- B. Any other written or oral order (which as used in this paragraph (B.) includes direction, instruction, interpretation or determination) from the St. Clair County Transit District Managing Director or designee that causes a change shall be treated as a Request for Change (RFC) order under this clause, provided, the Contractor gives the St. Clair County Transit District Managing Director or designee written notice stating (1) the date, circumstances and source of the order, (2) that the Contractor regards the order as a change order and (3) the basis for the contractor's position within ten (10) calendar days of the written or oral order as noted in the Article 1.46, Processing Changes in Work.
- C. Except as provided in this clause, no order, statement or conduct of the St. Clair County Transit District CM, designees or St. Clair County Transit District employees shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- D. If any authorized change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the CEO or designee shall make an

equitable adjustment and modify the Contract in writing. However, except for an adjustment based on defective specifications, no adjustment or any change under paragraph (B.) of this clause shall be made for any costs incurred more than ten (10) calendar days before the Contractor gives written notice as required. In the case of defective specifications for which the St. Clair County Transit District is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

- E. The Contractor must assert its right to an adjustment under this clause within ten (10) days after one (1) receipt of a written change order under paragraph (A.) of this clause or (2) the furnishings of a written notice under paragraph (B.) of this clause, by submitting to the CM a written statement describing the general nature and amount of proposal, unless this period is extended by the CM. The statement of proposal for adjustment may be included in the notice under Paragraph (B.) above.
- F. No proposal by the Contractor for any equitable adjustment shall be allowed if asserted after final payment under this contract.
- G. Contractor will submit the name of the individual authorized to receive change document, and be responsible for informing others in Contractor's or Subcontractor's employ, of changes to the Work.

1.46 PROCESSING CHANGES IN WORK

A. Changes in Work

Changes in the Work may be initiated through a Proposed Change Request (PCR), verbal direction in emergencies, written directions in the field (Field Order) or Construction Change Directive (CCD), subject to the limitations stated in this clause and elsewhere in the Contract Documents.

B. Contractor's Request for Change

As noted in the Changes Clause, if the Contractor alleges that instructions issued after the date of the contract will result in increases in the contract Price, or the Contractor otherwise becomes aware of the need for or desirability of a change, the Contractor shall submit to the CM, a written RFC within ten (10) calendar days after the receipt of such instructions or events giving rise to the RFC, and in any event before proceeding with the Work, except in an emergency endangering life or property. Such RFC must specify the reasons for such change including

relevant circumstances and impact for the schedule. Contractor shall submit a Contractor's Cost and Schedule Proposal concurrently with the RFC. Thereafter, the CM and the Contractor shall endeavor to determine additional costs to the Contractor or credit pursuant to paragraph (F.) Proposed Change Requests below.

C. Bilateral Contract Modifications

Changes in Work shall be accomplished through the incorporation of Field Orders, PCRs, RFCs or CCDs into bilateral Change Orders/Contract Modifications based upon a mutual agreement among the Contractor, the CM and the St. Clair County Transit District.

D. Performance of Changed Work

Changes in Work shall be performed under the applicable provisions of the Contract Documents, unless otherwise provided in the Change Order, and the Contractor shall proceed promptly.

E. Allowable Costs for Changes in Work

1. Costs of labor including FICA taxes, unemployment insurance, fringe benefits required by agreement
2. Cost of materials and supplies including cost of transportation, whether incorporated or consumed
3. Cost of construction equipment and tools having a replacement value greater than five hundred dollars (\$500). Construction Equipment and tools having a replacement value of five hundred dollars (\$500) or less, whether or not consumed or used, shall be considered hand tools and no payment shall be made for them.
4. Permit fees
5. Percentage for overhead and profit as established in "Percentage for Overhead and Profit" sub-clause below that is allowed for all changes in Work.
6. Bond premium adjustment, consequent upon changes ordered, will be made as specified in Section 00 73 04, Performance and Payment Bonds, at the time of final settlement under the contract and will not be included in the individual change.
7. The Contractor shall be paid for the use of Contractor-owned or subcontracted Construction Equipment, not to exceed applicable

rates (daily, weekly or monthly) listed for such equipment in the Schedule of Average Annual Equipment Ownership Expense published by the Illinois Department of Transportation, January 2004 edition adjusted by the current index factor, or the current rates published by Equipment Watch. For the purpose of determination of the rates to be applied under the Contract, working conditions shall be considered to be normal unless otherwise determined by the CM. The rates paid above shall include the cost of fuel, oil, lubricants, supplies, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance and all incidentals. This applies to all Contractor-furnished (all tiers) equipment.

- (a) All Construction Equipment shall be in good working condition and suitable for the purpose for which the Construction Equipment is to be used.
- (b) Construction Equipment compensation shall not be allowed while it is inoperative due to breakdown. Except as otherwise specified in this Subsection, time will be computed in quarter and full hour increments. In computing the time for use of Construction Equipment, less than sixteen (16) minutes shall be considered one-quarter hour. Costs for Construction equipment on standby shall be limited to the sum of the hourly overhead rates for eight (8) hours per twenty-four (24) hour period, accrued after the Construction Equipment is idle for sixteen (16) hours in a twenty-four (24) hour period.

The time shall include the time required to move the Construction Equipment to the location of the changed Work and return it to the original location (or to another location requiring no more time than that required to return it to its original location). Loading and transporting costs shall be allowed in lieu of moving time when the Construction Equipment is moved by means other than its own power. No payment for loading and transporting shall be made if the construction Equipment is also used at the Work site for other than the changed work.

- 10. If the quantities originally contemplated for Unit Priced Items of Work (Section 00 43 00) are changed in excess of 25% and the application of the unit prices named in the Bid and/or Contract to the quantity and work performed is shown to create a hardship on the St. Clair County Transit District or the Contractor, the Contract sum shall be equitably adjusted to prevent such hardship and an appropriate change order issued. Pending final determination, interim payments on account of changes in such Work shall be made on the CM's or the St. Clair County Transit District's certification for payment. Unit

price change order shall be based on the unit price provided in Section 00 43 00, Bid Price Breakdown Form. Unit prices shall include all the cost for the Work including overhead and profit.

F. Proposed Change Requests (PCR)

1. PCR – A written request by CM or designee to increase or decrease Work on the Contract. Contractor is not to proceed with Work covered by a PCR until the PCR becomes a written contract Modification (unilaterally or bilaterally). All PCRs shall either be closed or become a contract Change Order/Contract Modification. PCR numbers will be assigned by the CM or designee only.
2. The Contractor shall submit its proposal for such change within ten (10) calendar days of receipt of the PCR unless the time is extended by the CM and must use the forms as listed in Section 00 73 05, Certificates and Other Forms. The proposal shall be properly itemized and supported by sufficient substantiating data to permit evaluation.
3. If the PCR provides for an adjustment to the Contract Sum, the adjustment shall be based on mutual acceptance of the proposal by written Change Order/Contract Modification. If the PCR provides for an adjustment to the Contract Time, if warranted for executing the change with a stipulation of any overtime work required, and the period of time during which the requested time will be considered valid, the adjustment shall be based on mutual acceptance of the proposal by written Change Order/Contract Modification.
4. If the CM or designee or the Contractor does not agree with the adjustment in contract Sum or Contract Time, a Construction Change Directive (CCD) shall be issued by the CM or designee.
5. The amount of credit to be allowed by the Contractor to the St. Clair County Transit District for a deletion or change, which results in a net decrease in the Contract Sum, shall be actual net costs as confirmed by the CM or designee. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to said change.
6. Pending final determination of cost to the St. Clair County Transit District, amounts not in dispute may be included in applications for Payment.

G. Construction Change Directives (CCD)

1. CCD – A written order used in the absence of a total agreement or, as confirmation of a verbal direction (Field Order) in the case of an emergency, signed by the St. Clair County Transit District Managing Director or designated CM directing a change in Work and stating a proposed not-to-exceed basis for adjustment, if any. The CM or designee may, by CCD, order changes in Work consisting of additions, deletions or other revisions. Work is to be completed on a Time and Material (T&M) basis. The Contractor shall submit timesheets, delivery tickets and/or invoices daily to the CM to sign for verification of the Work performed.
2. Upon receipt of a CCD, the contractor shall promptly proceed with the change in Work involved.
3. The CCD shall provide the basis for an adjustment to the Contract Sum or Contract Time. The CM or designee will use the adjustment on verification of actual costs as substantiated by the daily timesheets, which includes labor, materials and equipment used, delivery tickets and invoices.
4. The Contractor is responsible for maintaining accurate records for all costs associated with the CCD. In the event the contractor anticipates exceeding the not-to-exceed amount of the CCD, prompt written notification to the CM or the St. Clair County Transit District is required. Failure to notify the CM or the St. Clair County Transit District may result in non-payment for any additional costs incurred beyond the stated not-to-exceed amount of the CCD.
 - a. The Contractor shall maintain records sufficient to distinguish the direct cost of Time & Material work from the cost of other operations. The Contractor shall furnish daily, on forms approved by the CM, reports of Time & Materials work.
 - b. The reports shall itemize:

All costs for labor, materials and equipment rental and give a total of costs to date for the Time and Materials work.

Hours worked, rate of pay, names and classifications

Equipment identification number, type, whether gasoline or diesel powered, complete model number (including any prefixes or suffixes to the number), year of manufacture, size/capacity, and also rental rate and hours of operation.

- c. All records and reports shall be made immediately available to the St. Clair County Transit District or CM upon request. The cost of furnishing such reports shall be included in Contractor's overhead and fee percentages which are specified by Contractor in the Schedule of Values.
 - d. In the event that the description/specification of the equipment in the reports is inadequate to fully identify it in the Schedule of Average Annual Equipment Ownership Expense or Equipment Watch, and if it proves impossible to ascertain its rental rate in these equipment rental rate manuals unequivocally because the insufficient information, then lowest of the closest ascertainable rental rates will be used in evaluating the change order.
5. If the CM and contractor do not agree with the adjustment, the St. Clair County Transit District will issue a unilateral Contract Modification that is subject to the Disputes clause.

H. Change Order/Contract Modification

- 1. A Change Order/Contract Modification is a written bilateral contract modification executed by the St. Clair County Transit District Managing Director or designee after signature by the Contractor and the CM. The Contract modification states the mutual agreement with all of the following elements:
 - a. A description of the changed work within the general scope of the Contract
 - b. The amount of the adjustment in the Contract Sum, if any
 - c. The extent of the adjustment in the Contract Time, if any
 - d. DBE Participation Obligations
 - e. Termination
 - f. Assignment
 - g. Negation Agreement or Name Change
 - h. Settlement of claims or disputes
- 2. The amount of credit to be allowed by the Contractor to the St. Clair County Transit District for a deletion or change which results in a net

decrease in the Contract Sum shall be actual net cost as confirmed by the CM or the St. Clair County Transit District.

- I. Percentage for overhead and profit allowed for all changes in work
 - 1. For each individual PCR or CCD, the overhead and profit for either an increase or decrease in the total cost to the Contractor, Subcontractor and Sub-contractor who performs the work shall be limited to fifteen percent (15%) for all changes.
 - 2. This percentage covers all charges for supervision, (field and office) coordination, overhead, administration, profit, insurance and other general expenses.
 - 3. The Contractor is limited to a three percent (3%) fee on top of Subcontractor's marked up costs wherein the Subcontractor performs the changed Work.
 - 4. If the change order includes only material costs, the Contractor's total fee shall not exceed three percent (3%) of the materials cost.
 - 5. Profit shall not be allowed on overhead.
- J. Correlation of Contractor Submittals
 - 1. The Contractor shall promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum accordingly.
 - 2. The contractor shall promptly revise progress schedules to reflect any changes in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit.
 - 3. The Contractor shall promptly enter changes in Project Record Documents.

1.47 DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly and before the conditions are disturbed, give written notice to the CM of:
 - 1. Subsurface or latent physical conditions at the site that differ materially from those indicated in this Contract, **or**

2. Unknown physical conditions at the site that differ materially from those ordinarily encountered or from those generally recognized as inherent in work of the character provided for in the Contract.
 3. Examples of subsurface, latent or unknown physical conditions include unrecorded utilities, differing soil conditions that are common in the geographical area, unknown hazardous materials and archaeological artifacts.
- B. The CM or the St. Clair County Transit District shall investigate the site conditions promptly after receiving the notice.
1. If the CM or the St. Clair County Transit District agree that the conditions do materially differ and thereby cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, the Contractor may request an equitable adjustment to the Contract. Upon receipt of such a request, the CM or the St. Clair County Transit District will issue a Proposed Change Request to obtain the Contractor's proposal for cost and time impact, or CCD and a Contract Modification will be executed in accordance with the terms of Article 1.45 Changes.
 2. If the CM or the St. Clair County Transit District determines the conditions at the site are not materially different from those indicated in the Contract documents and that no change in the terms of the Contract is justified, the CM shall so notify the contractor in writing, stating the reasons.
- C. No request by the Contractor for an equitable adjustment to the Contract under this clause shall be allowed unless the Contractor has given written notice within 10 calendar days. The time for giving written notice may be extended by the CM or the St. Clair County Transit District. The ten (10) day period shall run from the date of the notice rendered pursuant to Subparagraph A. above.
- D. No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

1.48 TEMPORARY SUSPENSION OF WORK

- A. The CM or the St. Clair County Transit District shall have the authority to suspend Work wholly, or in part, for such period or periods as it may deem necessary, due to unsuitable weather or such other conditions as

are considered unfavorable for the suitable prosecution of Work, or for such time as is necessary, due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.

- B. The Contractor at its own volition shall not suspend Work or remove any equipment or materials from the project without written authority from the CM or the St. Clair County Transit District and shall proceed with Work promptly when notified by the CM or the St. Clair County Transit District to resume operations.
- C. Contract completion dates have been established to acknowledge the possibilities of Work shut down during the time from 15 December to 15 February. The St. Clair County Transit District shall not accept any claim for loss of productivity or delay due to no-work periods during this time frame that are attributable to adverse weather conditions.

1.49 SUSPENSION OF WORK

- A. The CM or the St. Clair County Transit District may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work of this Contract for the period of time that the CM or the St. Clair County Transit District determines appropriate for the convenience of the St. Clair County Transit District.
- B. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed or interrupted:
 - 1. By an act of the CM or the St. Clair County Transit District in the administration of this Contract, **or**
 - 2. By the CM's or the St. Clair County Transit District's failure to act within the time specified in this Contract (or within a reasonable time if not specified),

an adjustment shall be made for any increases in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

- C. A claim under this clause shall not be allowed:

1. For any costs incurred more than twenty (20) days before the contractor shall have notified the CM in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), **and**
2. Unless the claim, in an amount stated, is asserted in writing but no later than twenty-one (21) days after the termination of the suspension, delay or interruption and in any case not later than the date of final payment under the Contract.

1.50 STOP WORK ORDER

- A. The CM or the St. Clair County Transit District may, at any time by written order to the Contractor, require the Contractor to stop all or any part of the acquisition, construction or installation of work called for by this contract for a period of up to ninety (90) days after the order is delivered to the contractor and for any further period to which the parties may agree. The order shall be specifically identified as a Stop-Work Order issued under this clause. Upon receipt of the order, the Contractor shall, at the St. Clair County Transit District's expense, immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the period of up to ninety (90) days after the Stop-Work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the St. Clair County Transit District shall either:
 1. Cancel the Stop-Work Order, **or**
 2. Terminate the Work covered by the order as provided in the Termination for Convenience clause of this Contract
- B. If a Stop-Work Order issued under this clause is canceled or the period of the order or any extension thereof expires, the contractor shall resume Work. The St. Clair County Transit District shall make an equitable adjustment in the delivery completion schedule, the estimated cost or both, and the Contract shall be modified, in writing, accordingly, if:
 1. The Stop-Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 2. The Contractor asserts its right to the adjustment within thirty (30) calendar days after the end of the period of Work stoppage; provided, that, if the CM or the St. Clair County Transit District decides the

facts justify the action, the St. Clair County Transit District may receive and act upon the claim submitted at any time before final payment under this Contract.

- C. If a Stop-Work Order is not canceled and the Work covered by the order is terminated, the St. Clair County Transit District shall allow reasonable costs resulting from the Stop-Work Order in arriving at the termination settlement.
- D. If a Stop-Work Order is not canceled and the Work covered by the order is terminated for default, the St. Clair County Transit District shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the Stop-Work Order.

1.51 TERMINATION FOR CONVENIENCE

- A. The CM or the St. Clair County Transit District may terminate performance of Work under this Contract in whole or, from time to time in part, if the CM or the St. Clair County Transit District determines that a termination is in the St. Clair County Transit District's best interest. The CM or the St. Clair County Transit District shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. Upon receipt of the Notice, if title as defined in this Article, paragraph B.6 below is vested in the Contractor under this Contract, it shall re-vest in the St. Clair County Transit District regardless of any other clause of this contract, except for property that the Contractor disposed of by bona fide sale or removed from the site.
- B. After receipt of a Notice of Termination and except as directed by the CM or the St. Clair County Transit District, the Contractor shall immediately proceed with the following obligations, regardless of delay in determining or adjusting any amounts due under this Article:
 - 1. Stop Work as specified in the notice
 - 2. Place no further Subcontracts or orders (referred to as Subcontracts In this Clause) for materials, services or facilities except as necessary to complete the continued portion of the Contract
 - 3. Terminate all Subcontracts to the extent they relate to the work terminated
 - 4. Assign to the St. Clair County Transit District, as directed by the St. Clair County Transit District, all right, title and interest of the Contractor under the Subcontracts terminated in which case the St.

Clair County Transit District shall have the right to settle or to pay any termination settlement proposal arising out of those terminations

5. With approval or ratification to the extent required by the St. Clair County Transit District, settle all outstanding liabilities and termination settlement proposals arising from the termination of Subcontracts; the approval or ratification will be final for purposes of this Clause
6. As directed by the St. Clair County Transit District, transfer title and deliver to the St. Clair County Transit District (i) the fabricated or unfabricated parts, work in process, completed Work, supplies and other material produced or acquired for the Work terminated, and (ii) the completed or partially completed plans, drawings, information and other property that, if the Contract has been completed, would be required to be furnished to the St. Clair County Transit District
7. Complete performance of the Work not terminated
8. Take all necessary actions that the St. Clair County Transit District may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the St. Clair County Transit District has or may acquire an interest
9. Use its best efforts to sell, as directed or authorized by the St. Clair County Transit District, any property of the types referred to in subparagraph 6. above provided, however, that the Contractor:
 - a. Is not required to extend credit to any purchaser, **and**
 - b. May acquire the property under the conditions prescribed by, and at prices approved by the St. Clair County Transit District. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the St. Clair County Transit District under this contract, credited to the price or cost of the Work, or paid in any other manner directed by the St. Clair County Transit District.
- C. The Contractor shall submit complete termination inventory schedules no later than ten (10) days from the effective date of termination, unless extended in writing by the St. Clair County Transit District upon written request of the contractor within this one hundred twenty (120) day period.
- D. After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the St. Clair County Transit District, a list, certified as to quantity and quality

of termination inventory not previously disposed of, excluding items authorized for disposition by the St. Clair County Transit District. The Contractor may request the St. Clair County Transit District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the St. Clair County Transit District will accept title to those items and remove them or enter into a storage agreement. The St. Clair County Transit District may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list and shall correct the list, as necessary, before final settlement.

- E. After termination, the Contractor shall submit a final termination settlement proposal to the St. Clair County Transit District in the form and with the certification prescribed by the St. Clair County Transit District. The Contractor shall submit the proposal promptly, but no later than one (1) year from the effective date of termination, unless extended in writing by the St. Clair County Transit District upon written request of the contractor within this one (1) year period. However, if the St. Clair County Transit District determines that the facts justify it, a termination settlement proposal may be received and acted on after one (1) year or any extension. If the Contractor fails to submit the proposal within the time allowed, the St. Clair County Transit District may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- F. Subject to paragraph E. of this Article, the Contractor and the St. Clair County Transit District may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph F. or paragraph G. of this Article, exclusive of settlement costs, may not exceed the total Contract price as reduced by:
 - 1. The amount of payments previously made, and
 - 2. The Contract price of Work not terminated. The Contract shall be amended and the Contractor paid the agreed amount. Paragraph G. of this Article shall not limit, restrict or affect the amount that may be agreed upon to be paid under this paragraph.
- G. If the Contractor and the St. Clair County Transit District fail to agree on the whole amount to be paid because of the termination of Work, the St. Clair County Transit District shall pay the Contractor the amounts determined by the St. Clair County Transit District as follows, but without duplication of any amounts agreed on under paragraph (f) of this Article.

1. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:
 - a. the cost of this Work
 - b. the cost of settling and paying termination settlement proposals under terminated subcontractors that are properly chargeable to the terminated portion of the Contract, if not included in subdivision G.1.a. of this Article; **and**
 - c. A sum, as profit on subdivision G.1.a. of this Article, determined by the St. Clair County Transit District under Section 49.202 of the Federal Acquisition Regulation, in effect on the date of this Contract, to be fair and reasonable; however, if it appears that the contractor would have sustained a loss on the entire Contract had it been completed, the St. Clair County Transit District shall allow no profit under this subdivision c. and shall reduce the amount of the settlement to reflect the indicated rate of loss.
 2. The reasonable costs of settlement of the Work terminated, including;
 - a. Accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - b. The termination and settlement of Subcontracts (excluding the amounts of such settlements); and
 - c. Preservation and protection of property under subparagraph B.8. of this Article.
- H. Except for normal spoilage and except to the extent that the St. Clair County Transit District expressly assumed the risk of loss, the St. Clair County Transit District shall exclude from the amounts payable to the contractor under paragraph G. of this Article, the fair value as determined by the St. Clair County Transit District, of property that is destroyed, lost, stolen or damaged so as to become undeliverable to the St. Clair County Transit District or to a buyer.
- The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this Contract, shall govern all costs claimed, agreed to, or determined under this clause.
- I. The Contractor shall have the right of appeal under Article 1.55 Claims from any determination made by the St. Clair County Transit District under paragraph E., G. or L. of this Article, except that if the contractor

failed to submit the termination settlement proposal within the time provided in paragraph E. or L. and failed to request a time extension, there is no right of appeal. If the St. Clair County Transit District has made a determination of the amount due under paragraph E., G. or L. of this Article, the St. Clair County Transit District shall pay the Contractor:

1. The amount determined by the St. Clair County Transit District, if there is no right of appeal or if no timely appeal has been taken, **or**
 2. The amount finally determined on an appeal.
- J. In arriving at the amount due the Contractor under this clause, there shall be deducted:
1. All un-liquidated advances or other payments to the Contractor under the terminated portion of this Contract.
 2. Any claim which the St. Clair County Transit District has against the Contractor under this Contract; **and**
 3. The agreed price for, or the proceeds of sale of materials, supplier or other things acquired by the contractor or sold under the provisions of this Article and not recovered by or credited to the St. Clair County Transit District.
- K. If the termination is partial, the Contractor may file a proposal with the St. Clair County Transit District for an equitable adjustment of the price(s) of the continued portion of the Contract. The St. Clair County Transit District shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the St. Clair County Transit District.
1. The St. Clair County Transit District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the contractor for the terminated portion of the Contract, if the St. Clair County Transit District believes the total of these payments will not exceed the amount to which the contractor will be entitled.
 2. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the St. Clair County Transit District upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the

excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by the St. Clair County Transit District because of the circumstances.

- L. Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the St. Clair County Transit District and their representation at the contractor's office, at all reasonable times, without any direct charge. If approved by the St. Clair County Transit District, photographs, microphotographs, or other methods of reducing records bulk may be used.

1.52 TERMINATION FOR DEFAULT

- E. If the Contractor refuses or fails to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Contract, including any extension, or fails to complete the Work within this time, the St. Clair County Transit District may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the St. Clair County Transit District may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances and plant on the Work site necessary for completing the Work. The Contractor and its sureties shall be liable for any damage to the St. Clair County Transit District resulting from the Contractor's refusal or failure to complete the Work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the St. Clair County Transit District in completing the Work.
- F. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this Article if:
- G. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include:

- Acts of God
 - Acts of war or public enemy
 - Acts of the St. Clair County Transit District in either its sovereign or contractual capacity
 - Acts of another Contractor in the performance of a Contract with the St. Clair County Transit District
 - Fires
 - Floods
 - Epidemics
 - Quarantine restrictions
 - Strikes
 - Freight embargoes, or
 - Unusually severe weather
2. Delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contract and the Subcontractors or suppliers.
- H. The Contractor, within ten (10) calendar days from the beginning of any delay (unless extended by the St. Clair County Transit District), notifies the St. Clair County Transit District in writing of the causes of the delay. If, in the judgment of the St. Clair County Transit District, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of the St. Clair County Transit District shall be final and conclusive on the parties, but subject to appeal under the Article 1.54 Disputes.
- I. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the St. Clair County Transit District,
- J. The rights and remedies of the St. Clair County Transit District in this Article are in addition to any other rights and remedies provided by law or under this Contract.

1.53 TERMINATION OF AGREEMENT BY ST. CLAIR COUNTY TRANSIT DISTRICT FOR BANKRUPTCY OR INSOLVENCY

The St. Clair County Transit District shall have the right to terminate the remainder of this Contract without further costs or liability in the event of the occurrence of: insolvency of Contractor, liquidated or dissolution of Contractor,

the institution of any voluntary or involuntary bankruptcy proceeding by or against Contractor, assignment by the Contractor for the benefit of creditors, or the appointment of a receiver or trustee to manage the property of Contractor. Termination for bankruptcy or insolvency shall be immediate upon written notice thereof. In such events the rights and obligations of the parties shall be the same as provided in the Article 1.52, Termination for Default.

1.54 DISPUTES

- A. Except as otherwise provided elsewhere in this Contract, any dispute concerning a question of fact arising out of or relating to this Contract, its performance or alleged breach, which is not disposed of by Contract of the parties, shall be decided by the St. Clair County Transit District's Managing Director who shall render a decision on the issues in dispute and reduce the decision to writing and mail or otherwise furnish a copy to the contractor. The decision of the Managing Director shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of such decision, the Contractor mails or otherwise furnishes a written appeal addressed to the Managing Director.
- B. The appeal shall be presented to the St. Clair County District Managing Director. The decision of the Managing Director or his/her designated representative shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is allowed, provided however that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as to imply bad faith or is not supported by substantial evidence. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal.
- C. Pending the final decision of a dispute hereunder, the Contractor shall proceed diligently in the performance of the contract and in accordance with the decision of the Managing Director.
- D. This Disputes clause does not preclude consideration of questions of law in connection with the decisions provided for in the paragraph above. Nothing in the Contract, however, shall be construed as making final the decision of any administrative official, representative or Board on a question of law.
- E. If the contractor is aggrieved by the decision of the Managing Director, upon mutual agreement of the parties, the parties shall request mediation for the purpose of resolving the dispute. Unless the parties agree

otherwise, the Mediation shall be conducted in general in accordance with the American Arbitration Association Construction Industry Mediation Rules. The St. Clair County Transit District and the contractor will share equally the mediation costs. If the mediation is not concluded within sixty (60) days after the request for mediation, and the parties have not mutually agreed to an extension, and the Contractor deems it necessary to further seek relief, the Contractor shall be entitled to commence a civil action under the laws of the State of Illinois. The St. Clair County Transit District and the contractor shall bear their own expenses, as discussed in Article 1.57 Expenses for Resolution of Disputes, Claims and Other Issues.

- F. Neither party may submit any dispute or matter arising under this contract to arbitration unless the other party consents thereto. All disputes and other matters in question between the parties to this contract, arising out of or relating to this Contract or the breach thereof not otherwise designated to be resolved pursuant to Article 1.54 Disputes, shall be governed by the laws of the State of Illinois.

1.55 CLAIMS

- A. Claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment for payment of money, extension of time or both, or other relief with respect to the terms of the Contract. All disputes and other issues in question between the St. Clair County Transit District and the contractor arising out of or relating to the Contract shall be first addressed pursuant to Article 1.54 Disputes. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B. All Claims by third parties against the St. Clair County Transit District due to the contractor's action or lack of progress will become Claims by the St. Clair County Transit District against the Contractor. These Claims will be in addition to applications of Liquidated Damages per this Contract.
- C. A Claim by either party shall be made within twenty-one (21) calendar days after occurrence of the event giving rise to such Claim or within twenty-one (21) calendar days after the Claimant first recognizes the condition(s) leading to the Claim, whichever is later. Claims shall be made by written notice. An additional Claim made after the initial Claim, shall not be considered unless submitted within twenty-one (21) calendar days after the recognition of the condition leading to the Claim.
- D. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice provided herein shall be given before proceeding to execute Work. Prior notice is not required for Claims relating to an

emergency endangering life or property arising under Article 1.44 Emergencies. The Contractor may file a Claim if the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Construction Manager or the St. Clair County Transit District; (2) an order by the St. Clair County Transit District to stop Work where the Contractor was not at fault; (3) a written Emergency Work Order for a minor change in Work issued by the St. Clair County Transit District; (4) failure of payment by the St. Clair County Transit District; (5) termination of the Contract by the St. Clair County Transit District; (6) suspension of the Work by the St. Clair County Transit District or (7) other reasonable grounds. Claims shall be filed in accordance with the procedures established herein.

- E. If the Contractor wishes to make a Claim for an increase in the Contract time, written notice as provided herein shall be given pursuant to Article 1.09 Time Extensions. The Contractor's Claim shall include an estimate of cost and probable effect of delay on progress of Work. In the case of continuing delay, only one Claim is necessary.
- F. The St. Clair County Transit District and the contractor shall bear their own expenses, as discussed in Article 1.57 Expenses for Resolution of Disputes, Claims and Other Issues.
- G. All Claims and Other Issues in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof not otherwise designated to be resolved pursuant to Article 1.56 Processing Claims below, shall be governed by the laws of the State of Missouri or Illinois, whichever is applicable.
- H. No course of conduct or dealings between the parties or express or implied acceptance of alterations or additions to the Work, and no claim that has been unjustly enriched shall be the basis for any Claim, request for additional compensation or change in the Contract Time.
- I. In the event of litigation and/or claims arising out of the Work, where the parties hereto are not opposing parties, Contractor agrees to cooperate with the St. Clair County Transit District's counsel in providing information requested by said counsel and, if required, serving as lay or expert witness.

1.56 PROCESSING CLAIMS

- A. Claims must be by written notice and certified by a corporate officer and delivered to the St. Clair County Transit District Managing Director. The

Managing Director will provide written acknowledgement of receipt of the Claim.

- B. Each Claim submitted for additional time or money must be certified using the following language:

“I certify that the claim is made in good faith; that the supporting data are accurate and complete under penalty of law; that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the St. Clair County Transit District is liable; and that I am duly authorized to certify the Claim on behalf of the Contractor.”

Name & Title of Individual

Date

- C. In the event that the St. Clair County Transit District and the Contractor resolve the Claim, in whole or in part, a change order will be issued in accordance with the Article 1.45 Changes.
- D. The Managing Director will then review the merits of the Claim based solely on the Contractor's written submittal and render a decision within a reasonable amount of time relative to the complexity of the Claim.

1.57 EXPENSES FOR RESOLUTION OF DISPUTES, CLAIMS AND OTHER ISSUES

The St. Clair County Transit District and Contractor shall each bear the expenses of their own attorneys, accountants, auditors and support staff as well as any other expenses incurred in the negotiation, preparation and administration of this Contract. In the event one party defaults hereunder, the other party shall be entitled to recover costs and expenses, including reasonable fees of engineers, architects, accountants, attorneys and other professionals and court costs, and expenses, charges and other expenses related thereto incurred as a result of such default, whether or not litigation has commenced in aid thereof.

1.58 PARTIAL UTILIZATION

- A. Use by the St. Clair County Transit District of any finished part of Work, which has specifically been identified in the contract Documents, or which the St. Clair County Transit District, the CM and the Contractor agree constitutes a separately functioning and usable part of Work that can be used by the St. Clair County Transit District without significant interference with Contractor's performance of the remainder of Work, may

be accomplished prior to Substantial Completion of all Work subject to the following:

1. The St. Clair County Transit District at any time may request the Contractor in writing to permit the St. Clair County Transit District to use any such part of Work which the St. Clair County Transit District believes to be ready for its intended use and substantially complete. If the Contractor agrees, the Contractor will certify to the St. Clair County Transit District and the CM that said part of Work is substantially complete and request CM to issue a Certificate of Substantial Completion for that part of Work. Contractor at any time may notify the St. Clair County Transit District and the CM in writing that Contractor considers any such part of Work ready for its intended use and substantially complete and request the CM to issue a Certificate of Substantial Completion for that part of Work. Within a reasonable time after either such requests, the St. Clair County Transit District, the Contractor and the CM shall make an inspection of that part of Work to determine its status of completion. If the CM does not consider that part of Work to be substantially complete, the CM will notify the St. Clair County Transit District and Contractor in writing giving the reasons thereof. If the CM considers that part of Work to be substantially complete, the provisions of the Article 1.59, Substantial Completion, will apply with respect to Certification of Substantial Completion of that part of Work and the division of responsibility in respect thereof and access thereto.
2. The St. Clair County Transit District may at any time request the Contractor in writing to permit the St. Clair County Transit District to take over operation of any such part of Work although it is not substantially complete. A copy of such request will be sent to the CM and within a reasonable amount of time thereafter, the St. Clair County Transit District, the Contractor and CM shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected, thereon, Substantial Completion. If Contractor does not object in writing to the St. Clair County Transit District and the CM that such part of Work is not ready for separate operation by the St. Clair County Transit District, the CM will finalize the list of items to be completed or corrected (Initial Punch List), and will deliver such list to the St. Clair County Transit District and the Contractor. The CM will include a written recommendation as to the division of responsibilities between the St. Clair County Transit District and the Contractor with respect to security, operations, safety, maintenance, utilities, insurance, warranties and guarantees for that part of Work, that will become binding upon the St. Clair County Transit District and the Contractor at the time the St. Clair

County Transit District takes over such operation (unless they shall have otherwise agreed in writing and so informed the CM). During such operation and prior to Substantial Completion of such part of Work, the St. Clair County Transit District shall allow the Contractor reasonable access to complete or correct items on said list and to complete other related Work. The St. Clair County Transit District's possession or use of the Work under these circumstances shall not be deemed final acceptance of any Work under the Contract.

3. No occupancy or separate operation of part of Work will be accomplished prior to compliance with the Requirements of Section 00 73 16, Insurance, in respect to property insurance.
- B. While the St. Clair County Transit District has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from the St. Clair County Transit District's possession or use, notwithstanding the terms of Article 1.30 Permits, Licenses and Fees. If prior possession or use by the St. Clair County Transit District delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Contract price or the time of completion and the Contract shall be modified in writing accordingly.
- C. Unless otherwise specified in the contract, the St. Clair County Transit District shall accept as promptly as is practicable after completion and inspection, all Work required by the Contract or that portion of the Work the CM determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the St. Clair County Transit District's rights under any warranty or guarantee.

1.59 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the St. Clair County Transit District can occupy or utilize the Work for its intended use.
- B. When the Contractor considers the Work, or a portion thereof, which the St. Clair County Transit District agrees to accept separately, to be Substantially Complete, the Contractor shall prepare and submit to the CM written notification that the Work is Substantially Complete and shall include a comprehensive list of any items of Work remaining to be completed or corrected (Initial Punch List). The list shall include the value of each item and the reason why the item is not complete. The

Contractor's notification shall include evidence that the authorities having jurisdiction have completed their required inspections and have confirmed that the Work meets their requirements.

- C. Upon receipt of the Contractor's notification, the CM will conduct an inspection of the Work to verify whether the Work or designated portion thereof, is Substantially Complete. If the CM's inspection discloses any item(s), whether or not included on the Contractor's Initial Punch List, that precludes a determination of Substantial completion, the contractor, prior to issuance of the Certificate of Substantial Completion, shall complete or correct such item(s), upon notification by the CM. When the item(s) is completed or corrected, the contractor shall resubmit the notification of Substantial Completion.
- D. The CM will then prepare a Certificate of Substantial Completion. Any remaining items of Work identified during the CM's inspection that require completion or correction, in combination with the Contractor's Initial Punch List, will constitute the Final Punch List, which shall be attached to the Certificate. The Contractor shall proceed promptly to complete and correct all item(s) on the Final Punch List. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- E. The Certificate of Substantial Completion will establish the date of Substantial Completion, will establish responsibilities of the St. Clair County Transit District and Contractor for security, maintenance, heat, utilities, damage to Work and insurance and will fix the time within which the Contractor must finish all items on the Final Punch List.
- G. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of Work, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the St. Clair County Transit District and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

1.60 FINAL INSPECTION, COMPLETION AND ACCEPTANCE

- A. The Contractor will notify the CM in writing when all items on the Final Punch List have been completed or corrected, confirm that all Contract Work is complete in accordance with Contract Documents and request a Final Inspection.
- B. Upon receipt of the Contractor's notification, a Final Inspection will be scheduled and conducted by the Contractor and CM to verify the

completion of the item(s) on the Final Punch List. If the items have been satisfactorily completed and all other requirements have been fulfilled In accordance with the Contract Documents, the CM will establish the date of Final Completion of the Work and prepare the Final Certificate for Payment. Final Acceptance of the Work will be evidenced by the St. Clair County Transit District's final payment to the Contractor.

- C. Upon completing the Work, the Contractor shall leave the Work area in a clean, neat and orderly condition satisfactory to the CM.
- F. If Contractor fails to maintain the construction site, adjacent sidewalks, streets, rights-of-way and property free of debris caused by construction activities, or if a dispute arises between the contractor and separate Contractors as to their responsibility for cleaning up as required by the Contract Document, the St. Clair County Transit District may clean up and charge the cost thereof to the Contractor responsible as the CM or the St. Clair County Transit District shall determine to be reasonable.

1.61 WARRANTY OF CONSTRUCTION

- A. The Contractor warrants to the St. Clair County Transit District and the Bi-State Development Agency that all materials and equipment furnished and installed under the Contract will be of "equal to, or better than" the quality specified; fabricated, assembled and new specifically for this project unless otherwise required or permitted; that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements. Substitutions not properly approved and authorized shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the CM, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. In addition to any other warranties in this Contract, the Contractor warrants, except as provided in Paragraph A of this Article, that Work performed under this Contract conforms to the Contract requirements and is free from any defect in equipment, material or design furnished, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.
- C. This warranty shall continue for a period of one (1) year from the date of Substantial Completion of the Work. If the St. Clair County Transit District takes possession of any part of the Work before final Acceptance,

this warranty shall continue for a period of one (1) year from the date the St. Clair County Transit District takes possession.

- D. The Contractor shall remedy at the Contractor's expense, any failure to conform or any defects in material or labor. In addition, the Contractor shall remedy at the Contractor's expense, any damage to the St. Clair County Transit District owned or controlled, real or personal property, when that damage is the result of:
 - 1. The Contractor's failure to conform to the Contract requirements, **or**
 - 2. Any defect of equipment, material, workmanship or design furnished
- E. The Contractor shall restore any Work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to Work repaired or replaced will run for one (1) year from the date of repair or replacement.
- F. The CM shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- G. If the contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the St. Clair County Transit District or the Bi-State Development Agency shall have the right to replace, repair or otherwise remedy the failure, defect or damage at the Contractor's expense.
- H. With respect to all warranties, express or implied from Subcontractors, manufacturers or suppliers for Work performed and materials furnished under this Contract, the Contractor shall:
 - 1. obtain all warranties that would be given in normal commercial practice,
 - 2. require all warranties to be executed, in writing, for the benefit of the St. Clair County Transit District and Bi-State Development Agency, if directed by the CM, and
 - 3. enforce all warranties for the benefit of the St. Clair County Transit District and Bi-State Development Agency, if directed by CM.
- H. This warranty shall not limit the St. Clair County Transit District's rights under the Article Final Inspection, Completion and Acceptance of this Section with respect to latent defects, gross mistakes or fraud.

1.62 DRUG AND ALCOHOL TESTING

The Contractor shall allow the Department of Transportation or its operating administrations, the State of Illinois, or the St. Clair County Transit District or their representatives, to inspect the facilities and records associated with the implementation of the Contractor's drug and alcohol testing and records associated with the implementation of the Contractor's drug and alcohol testing program and review the testing process. For Contract Work that is performed within fifty (50) feet of the active operating Bi-State Development MetroLink light rail line, the Contractor shall comply with the requirements under 49 CFR Part 655. The Contractor agrees further to certify annually its compliance with Part 655 before February 15 and to submit the Management Information Systems (MIS) reports before February 15 to the CM. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register and can be found at the following website: [http://www.fta.dot.gov/documents/2013 - Certifications and Assurances.pdf](http://www.fta.dot.gov/documents/2013_-_Certifications_and_Assurances.pdf).

1.63 PROMPT PAYMENT

- A. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five (5) working days from the receipt of each payment the prime contractor receives from the St. Clair County Transit District. Further, the subcontractor agrees, within (3) working days of receipt of payment from Contractor, to pay fully all payments due to lower tier subcontractors and suppliers of subcontractor for all work and materials.
- B. If the prime contractor fails or refuses to comply with the terms of this section, as it is set forth in the contractor's contract, the St. Clair County Transit District will issue an order stopping all or part of payment and/or work until satisfactory action has been taken. If the contractor still fails to comply, the St. Clair County Transit District may issue a termination for default proceeding.
- C. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the St. Clair County Transit District.
- D. This clause applies to both DBE and non-DBE subcontracts.

1.64 RELEASE OF RETENTION

- A. In general the St. Clair County Transit District will not withhold for retainage purposes a percentage of the Contractor's Applications for Payment during the progress of the work. However, retainage may be initiated during the Contract performance, if the St. Clair County Transit District determines that certain events have occurred, including:
 - 1. Events where Federal or State law applicable to the Contract require payments be withheld to enforce a Contract obligation.
 - 2. Events where the Contract otherwise specifically provides for withholding payments to secure performance.
 - 3. When projects are being charged liquidated damages or when it is determined by the St. Clair County Transit District that assessment of liquidated damages is probable and imminent.
- B. The Contractor shall not withhold retention from subcontractors unless approved by the St. Clair County Transit District.
- C. If retainage is initiated during Contract performance, then the St. Clair County Transit District may retain up to five percent (5%) of the total Contract value from the Contractor's subsequent Applications for Payment.
- D. Release of Retained Percentage. As soon as practical after final acceptance of the work and after final quantities have been computed or computations have reached a point where final quantities may be closely estimated, the retained percentage will be paid to the Contractor. To facilitate prompt and full payment of retainage, the St. Clair County Transit District will conduct prompt and regular incremental acceptances of portions of the work and pay retainage to the Contractor based on the acceptance of satisfactorily completed work. Contractor shall promptly submit a request for retention release for each subcontractor as soon as the subcontractor's work is satisfactorily completed and their work is accepted by the St. Clair County Transit District. Release of retention does not relieve the Contractor of any of their contractual obligations. Release of retention will be at the sole discretion of the St. Clair County Transit District. Prior to release of any retained percentage, the Contractor will submit to the St. Clair County Transit District:
 - 1. An affidavit to the effect that all payments have been made and all claims have been released for all material, labor and other items covered by the Contract Bond.
 - 2. The written Consent of the Surety to such payment.
 - 3. Any other documents that may be required by the Contract.
- E. This clause applies to both DBE and non-DBE contracts and subcontracts.

1.65 FLOWDOWN REQUIREMENTS

All of the above requirements flow down to all lower tier contractors and subcontractor for compliance.

1.66 MISCELLANEOUS

The laws of the States of Illinois shall govern the validity, performance and enforcement of this Contract. The invalidity or unenforceability of any provision of this Contract shall not affect or impair any other provision. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles or the sections. In the event of any actual or alleged conflict between the terms of this Contract and any other provisions incorporated herein by reference, the provisions of this Contract shall take precedence.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 72 13

SECTION 00 73 02

IDOT CLAUSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.02 Scope of Project
- 1.03 Access to Third Party Contract Records
- 1.04 Bonding
- 1.05 Termination
- 1.06 Lobbying
- 1.07 Certified Payrolls
- 1.08 Method of Payment
- 1.09 Contract Period
- 1.10 Financial Assistance
- 1.11 Prohibited Interest of Local Officials
- 1.12 Contract Changes
- 1.13 Subcontracts
- 1.14 Registration with the Illinois Department of Human Rights
- 1.15 Assignment
- 1.16 Retention of Records
- 1.17 Ownership of Records
- 1.18 Government Inspection
- 1.19 Insurance
- 1.20 Warranty of Construction
- 1.21 Illinois Works

1.02 SCOPE OF PROJECT

See 01 11 00 Summary of Work.

1.03 ACCESS TO THIRD PARTY CONTRACT RECORDS

The Contractor shall permit the authorized representatives of the St. Clair County Transit District, such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or

checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the St. Clair County Transit District, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

1.04 BONDING

The Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price.

1.05 TERMINATION

St. Clair County Transit District may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to St. Clair County Transit District, the Contractor will account for the same, and dispose of it in the manner St. Clair County Transit District directs.

1.06 LOBBYING

Contractors that apply or bid on this contract must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

1.07 CERTIFIED PAYROLLS

St. Clair County Transit District shall obtain from the contractor, and each subcontractor, a certified copy of each weekly payroll within seven (7) days after the regular payroll date. Following a review by St. Clair County Transit District, or their designated agent, for compliance with state and federal labor laws, the payroll copy shall be retained at the project site for later review by the authorized representatives of the State of Illinois or Federal Agencies.

1.08 METHOD OF PAYMENT

See 01 22 01 Measurement and Payment and 00 43 00 Bid Price Breakdown.

1.09 CONTRACT PERIOD

See 00 41 00 Bid Form, Paragraph 3.0.

1.10 FINANCIAL ASSISTANCE

This Contract is subject to financial assistance agreements between the St. Clair County Transit District and the Illinois Department of Transportation.

1.11 PROHIBITED INTEREST OF LOCAL OFFICIALS

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

1.12 CONTRACT CHANGES

Any proposed change in this Contract shall be submitted to the St. Clair County Transit District for its prior approval.

1.13 SUBCONTRACTS

The Contractor shall not enter into any Subcontracts or agreements, or start any Work by the work forces of a Subcontractor, or use any materials from the stores of a Subcontractor, with respect to this Contract, without the prior concurrence of the St. Clair County Transit District.

1.14 REGISTRATION WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS

The contractor will be required to provide proof of registration with the Illinois Department of Human Rights.

1.15 ASSIGNMENT

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of St. Clair County Transit District. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. St. Clair County Transit District reserves the right to accept or reject any such assignment, although Transit District acceptance shall not be unreasonably withheld. Acceptance of subcontractors is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

1.16 RETENTION OF RECORDS

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that the St. Clair County Transit District or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

1.17 OWNERSHIP OF RECORDS

St. Clair County Transit District shall retain ownership of all plans, specifications, and related documents.

1.18 GOVERNMENT INSPECTION

Representatives of the State of Illinois shall have access to the site of construction and shall have the right to inspect all project Work.

1.19 INSURANCE

See 00 73 16 Insurance Requirements.

1.20 WARRANTY OF CONSTRUCTION

For a period of one (1) year from the date of completion, as evidenced by the date of final acceptance of the Work, the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material, or workmanship performed by the contractor or any of its subcontractors or suppliers.

Under this warranty, the Contractor shall remedy at his own expense, any such failure to conform or any such defect. Nothing in the above intends or implies that this warranty shall apply to Work which has been abused or neglected by St. Clair County Transit District or their authorized agent.

1.21 ILLINOIS WORKS

The Contractor will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Contractor must ensure compliance for the life of the entire project, and will be required to report on and certify its compliance.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 73 02

SECTION 00 73 03

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.02 General
- 1.03 Related Sections
- 1.04 Copies of Drawings and Project Manuals
- 1.05 Contract Time
- 1.06 Contractor's Authorized Representative
- 1.07 Other Contract Conditions – Reserved
- 1.08 Construction Lines and Grades – Reserved
- 1.09 Geotechnical/Environmental Investigations – Reserved
- 1.10 Liquidated Damages
- 1.11 Special and Hazardous Waste Impacted Soil – Reserved
- 1.12 Additional Submittal Requirements – Reserved
- 1.13 Work Restrictions

1.02 GENERAL

These Supplementary Conditions amend or supplement the Section 00 72 13 General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

1.03 RELATED SECTIONS

- A. Section 00 41 00 – Bid Form
- B. Section 00 72 13 – General Conditions
- C. Section 01 29 76 – Progress Payment Procedures
- D. Section 01 78 39 – Project Record Documents

1.04 COPIES OF DRAWINGS AND PROJECT MANUALS

- A. The Contractor will be furnished, free of charge, one (1) full-size (22" x 34") sets and two (2) half size (11" x 17") sets of all Drawings and two (2) sets of Project Manuals for the execution of the Work. Additional sets may be purchased from the St. Clair County Transit District.

- B. Project Record Documents shall be prepared and maintained in accordance with Section 01 78 39, Project Record Documents.

1.05 CONTRACT TIME

- A. Contract time is the period of time stated in Section 00 41 00, Article 3.0, including authorized adjustment for substantial completion of the Work.
- B. Contract time commences at the time of Notice to Proceed and continues as specified in Section 00 41 00, Article 3.0.

1.06 CONTRACTOR'S AUTHORIZED REPRESENTATIVE

Contractor shall submit, in writing, the name, address, telephone number and e-mail address of the person authorized to represent the Contractor, for issues relating to the Contract, at the Pre-Construction Conference.

1.07 OTHER CONTRACT CONDITIONS

1.08 CONSTRUCTION LINES AND GRADES

1.09 GEOTECHNICAL/ENVIRONMENTAL INVESTIGATIONS

1.10 LIQUIDATED DAMAGES

1.11 SPECIAL AND HAZARDOUS WASTE-IMPACTED SOIL

1.12 ADDITIONAL SUBMITTAL REQUIREMENTS

1.13 WORK RESTRICTIONS

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 73 03

SECTION 00 73 04

PERFORMANCE AND PAYMENT BONDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Performance Bond and Payment Bond

1.02 RELATED SECTIONS

- A. Section 00 21 13 – Instructions to Bidders
- B. Section 00 41 00 – Bid Form

1.03 PERFORMANCE BOND

- A. Within ten (10) working days of the Notice of Intent to Award, the Contractor shall, at its own expense, provide a Performance Bond covering the faithful performance of the Contract equal to one hundred percent (100%) of the Contract amount.
- B. The American Institute of Architects, AIA Document A312 entitled “Performance Bond and Payment Bond” or equal, shall be the bond form used for this project.
- C. Sureties may be secured through the Contractor’s usual sources and shall be acceptable to the Agency. The Agency’s minimum standards for a surety to be considered acceptable are as follows:
 - 1. The Surety must be licensed to do business in the State of Illinois.
 - 2. The Surety must be listed on the most recent revision of Treasury Circular 570 as “*holding a certificate of authority as an acceptable surety on Federal bonds*”. The amount of the bond penalty cannot exceed the underwriting limit listed for the Surety in the Treasury Circular.
 - 3. The Surety must be rated A- or better by A.M. Best and be in a financial class of VI or higher.

1.04 PAYMENT BOND

- A. Within ten (10) working days of the Notice of Intent to Award, the Contractor shall, at its own expense, provide a Payment Bond. The penal amount of the payment bonds shall equal:

1. Fifty percent (50%) of the Contract price if the contract price is not more than \$1 million
2. Forty percent of the Contract price if the Contract price is more than \$1 million but not more than \$5 million **or**
3. Two and one half million if the contract price is more than \$5 million.

If the original contract price is \$5 million or less, the St. Clair County Transit District may require additional protection as required by subparagraph 1 if the Contract price is increased.

B. Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the Contract contains an advance payment provision and a performance bond is not furnished. The St. Clair County Transit District shall determine the amount of the advance payment bond necessary to protect the Transit District.

1.05 WARRANTY OF WORK AND MAINTENANCE BONDS

The Contractor warrants to the St. Clair County Transit District, Bi-State Development Agency, the Architect, and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the Transit District, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Transit District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the St. Clair County Transit District and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the Transit District. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in a form acceptable to the Transit District, written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to One Hundred Percent (100%) of the Contract Sum, as adjusted (if at all).

1.06 ADDITIONAL BOND SECURITY AND PREMIUMS

- A. The Contractor shall promptly furnish additional security required to protect the St. Clair County Transit District and persons supplying labor or materials under this contract if:
1. Any surety upon any bond, or issuing financial institution or other security, furnished with this Contract becomes unacceptable to the Transit District.
 2. Any surety fails to furnish reports on its financial condition as required by the Transit District or
 3. The Contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the CM, **or**
 4. An irrevocable letter of credit (ILC) is used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension nor replacement ILC, or other acceptable substitute, at least thirty (30) days before an ILC's scheduled expiration, the Transit District has the right to immediately draw on the ILC.
- B. The St. Clair County Transit District shall only be charged for increase in bond premiums when the Contractor is directed to increase the penal amount of the bond due to contract changes in Work being performed. When net changes in original Contract price affect the premium of a Corporate Surety Bond by \$5.00 or more, the Transit District, in determining a basis for final payment, will provide for a bond premium adjustment computed at the rate shown on the bond.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 73 04

SECTION 00 73 05

CERTIFICATES AND OTHER FORMS

PART 1 GENERAL

1.01 AVAILABLE STANDARD PROJECT FORMS

The standard forms to be used for this Project are listed below. Forms published by the American Institute of Architects (AIA) must be purchased by the Contractor from that organization. This list of forms may not be all inclusive.

1. Proposed Change Request (PCR)
2. Partial Waiver of Lien
3. Final Waiver of Lien
4. Certificate of Design
5. Change Order/Contract Modification (CO/MOD)
6. Construction Change Directive (CCD)
7. Application and Certification for Payment (AIA Document G702/G703)
8. Request for Information (RFI)
9. Contractor Release and Final Indemnity Agreement
10. Certificate of Substantial Completion (AIA Document G704)
11. Consent of Surety (AIA Document G707)

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 73 05

SECTION 00 73 16

INSURANCE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

1.02 Insurance Requirements

1.02 INSURANCE REQUIREMENTS

- A. The section will be in accordance with Article 107.27 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction except as modified herein. Special Provision LR 107-4 contains requirements relating to additional insureds.
- B. The successful Contractor shall procure and maintain for the duration of the Contract issued pursuant to Contract No. SCC MAA ML EXT – 05, a policy or policies of insurance for the protection of both the Contractor and St. Clair County Transit District and its commissioners, officers, officials, agents and employees. St. Clair County Transit District requires certification of insurance coverage from all vendors, Contractors/Subcontractors and suppliers prior to commencing Work. Please carefully review the requirements outlined below.

IT IS HIGHLY RECOMMENDED THAT YOU CONFER WITH YOUR INSURANCE BROKER/AGENT OR OTHER INSURANCE COMPANY REPRESENTATIVE PRIOR TO SUBMITTING YOUR BID TO DETERMINE THE AVAILABILITY AND APPLICABLE COST, IF ANY, OF CERTIFICATES, ENDORSEMENTS, COVERAGE AND LIMITS REQUIRED.

C. Minimum Scope and Extent of Coverage

1. General Liability

Commercial General Liability, ISO coverage form number CG 00 01 (“occurrence” basis), or ISO coverage from form number CG 00 02 (“claims-made”), or ISO equivalent.

If ISO equivalent or manuscript general liability coverage forms are used, minimum coverage will be as follows: Premises/Operations; Independent Contractors; Products/Completed Operations; Personal Injury; Broad Form Property Damage including Completed

Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Section 00 73 16.13 Indemnification.

2. Automobile Liability

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

3. Worker's Compensation and Employer's Liability

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

4. Railroad Protective Liability

Railroad Protective Liability Insurance covering the Work to be performed under this Contract by the successful Contractor if such Work is to be performed on or adjacent to the Bi-State MetroLink right-of-way. The policy form should be ISO CG 00 75 (06/90) or other equivalent RIMA/AASFITO approved form including coverage for "Physical Damage to Property" and coverage for pollution arising out of fuels or lubricants brought to the job-site (i.e. ISO Form CG 28 71). If a Lloyd's or other similar "Claims Made" policy form is used, the Extended Claims Made Date shall be a minimum of two years past the expiration date of the policy.

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

D. Limits of Insurance

1. General Liability – Prime Contractor

\$2,000,000 per occurrence as per claim

\$5,000,000 annual aggregate

\$5,000,000 products-completed operations aggregate

General Liability – Subcontractor/Vendors/Suppliers

\$1,000,000 combined single limit per occurrence

\$2,000,000 annual aggregate

\$2,000,000 products-completed operations aggregate

2. Automobile Liability – Prime Contractor

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

Automobile Liability – Subcontractor/Vendors/Suppliers

\$1,000,000 combined single limit (CSL) per accident for bodily injury and property damage. [General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form following Excess or Umbrella Liability policy.]

3. Workers' Compensation/Employer's Liability (All Parties)

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

4. Railroad Protective Liability

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

\$6,000,000 annual aggregate

E. Deductibles and Self-Insured Retentions

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

F. Other Insurance Provisions and Requirements

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

1. General Liability

The St. Clair County Transit District and its commissioners, officers, officials, agents and employees shall be endorsed as Additional Insured by ISO Form CG 20 36 – Additional Insured – Designated person or organization. As additional Insured, they shall be covered as to Work performed by or on behalf of the Contractor or as to liability that arises out of Contractor's activities or resulting from the performance of services or the delivery of goods called for by Contract No. SCC MAA ML EXT – 05.

Contractor's insurance coverage shall be primary with respect to the St. Clair County Transit District, its commissioners, officers, officials, agents and employees. All insurance or self-insurance programs maintained by the St. Clair County Transit District, its commissioners, officers, officials, agents and employees shall be in excess of the contractor's insurance and shall not contribute to it.

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

2. Automobile Liability

Contractor's insurance coverage shall be primary with respect to the St. Clair County Transit District, its commissioners, officers, officials, agents and employees. All insurance or self-insured programs maintained by the St. Clair County Transit District, its commissioners, officers, officials, agents and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

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

3. Worker's Compensation/Employer's Liability

Contractor's workers' compensation insurance shall be endorsed with ISO Form WC 00 03 01 – Alternate Employer Endorsement. The Alternate Employer Endorsement shall designate the St. Clair County Transit District as "alternate employer".

4. Railroad Protective Liability

The St. Clair County Transit District and the Bi-State Development Agency, along with their commissioners, officers, officials, agents and employees, shall be covered as named Insureds with respect to Work performed by or on behalf of the Contractor or as to liability which arises out of Contractors activities or resulting from the performance of services or the delivery of goods called for by Contract No. SCC MAA ML EXT – 05.

5. All Coverage

Each insurance policy required by this section of Contract No. SCC MAA ML EXT – 05 shall contain a stipulation, endorsed if necessary, that the St. Clair County Transit District will receive a seventy (70) day advance notice of any policy cancellation other than cancellation for non-payment of premium. Ten (10) days advance notice is required for policy cancellation due to non-payment of premium.

F. Insurer Qualifications/Acceptability

Insurance required hereunder shall be issued by an A.M. Best "A" Rated, Class XII insurance company approved to conduct insurance business in the state of Illinois.

G. Verification of Insurance Coverage

Prior to commencing Work, the Contractor shall furnish the St. Clair County Transit District with Certificate(s) of Insurance and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements received by the St. Clair County Transit District are subject to review and approval by the Transit District. The St. Clair County Transit District reserves the right to require complete, certified copies of all required policies at any time.

If the scope of this Contract will exceed one (1) year – or if any of Contractor's applicable insurance coverage will expire prior to completion of the Work or services required under this Contract, the Contractor will

provide a renewal or replacement certificate before continuing Work or services.

H. Builder's Risk Insurance Coverage

Builder's Risk insurance will be provided by the Contractor of all materials that are to become part of the Work on the project site. The policy limits will equal the insurable replacement value of the completed Work. The Builder's Risk policy will be "all risk" subject to policy terms, conditions and exclusions and subject to a per-loss deductible ranging from (five thousand dollars (\$5,000) to twenty five thousand dollars (\$25,000) which will be the Contractor's responsibility. Coverage to be included: Flood, Earthquake, Transit and Off-site Storage.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 73 16

SECTION 00 73 16.13

INDEMNIFICATION

PART 1 GENERAL

1.01 SECTION INCLUDES

1.02 INDEMNIFICATION

1.02 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the St. Clair County Transit District, all commissioners of the St. Clair County Transit District Board, all commissioners of the St. Clair County Board, all commissioners of the St. Clair County Public Commission, MidAmerica St. Louis Airport, Bi-State Development Agency, all commissioners of the Bi-State Development Agency Board, and agents and employees of any of them 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 such claim, damage, loss or expense 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.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 73 16.13

SECTION 00 73 36

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

1.03 EEO/AA Contract Compliance Requirements

1.02 RELATED SECTIONS

- A. Section 00 43 01 – EEO/AA Affirmative Action Plan
- B. Section 00 43 02 – Employment Data Sheets

1.03 EEO/AA CONTRACT COMPLIANCE REQUIREMENTS

The contractor and all subcontractors shall comply with all Illinois Statutes pertaining to the selection of labor.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 73 36

SECTION 00 73 39

DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

1.03 Requirements

1.02 RELATED SECTIONS

- A. Section 00 21 13 – Instructions to Bidders
- B. Section 00 40 00 – Procurement and Contracting Requirements
- D. Section 00 72 13 – General Conditions
- C. Section 00 73 36 – Equal Employment Opportunity Requirements

1.03 REQUIREMENTS

- A. The Contractor shall comply with the requirements of the Illinois Department of Transportation Special Provisions For Disadvantaged Business Enterprise Participation (DBE).
- B. In connection with the performance of this Contract, the Contractor will cooperate with the St. Clair County Transit District in meeting its commitments and goals with regard to the maximum utilization of Disadvantage Business Enterprises (DBE) and will use its best efforts in ensuring that DBEs shall have the maximum practical opportunity to compete for subcontract work under this contract.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 73 39

SECTION 00 73 43

WAGE RATE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

1.02 Wage Rate Requirements

1.02 WAGE RATE REQUIREMENTS

The Contractor and each subcontractor shall comply with the Illinois statutes pertaining to payment of wages for employees on public works projects.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 73 43

SECTION 00 73 46

WAGE DETERMINATION SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

Minimum Wage Determination Schedule

1.02 RELATED SECTIONS

Section 00 73 43 – Wage Rate Requirements

1.03 MINIMUM WAGE

The Contractor and each subcontractor shall comply with the Illinois statutes pertaining to payment of wages for employees on public works projects.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 73 46

SECTION 00 80 01

PROJECT LABOR AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION IN ILLINOIS

- 1.01 This Agreement must be signed by the successful bidder prior to Contract award. Failure to execute the Agreement will render the successful bidder as non-responsive.**

PROJECT LABOR AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION IN ILLINOIS

This Agreement is entered into this _____ day of _____, 2025, 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 MetroLink Extension Shiloh-Scott to MidAmerica St. Louis Airport – Bike Trail Paving.

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: Bike Trail Paving

- 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: Bike Trail Paving – 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
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.

END OF SECTION 00 80 01

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE OF WORK

Bike Trail Paving

The scope for the Bike Trail Paving work consists of the construction of the bike trail including subgrade preparation, aggregate base course, hot-mix asphalt, bike trail signage, pavement marking, wooden railing, seeding, and any other work necessary to complete the project as specified.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 11 00

SECTION 01 14 01

BI-STATE DEVELOPMENT STANDARD OPERATING PROCEDURES (SOP'S)

PART 1 GENERAL

1.01 SECTION INCLUDES

SOP 101.17 Work Performed on Bi-State Development MetroLink
Right of Way

1.02 RELATED SECTIONS

Section 01 35 23.13 Project Safety Requirements For Work On or
Adjacent To An Active Railroad
Section 01 35 23.16 Railroad Flagging Requirements

1.03 ATTACHMENTS

SOP 101.17 – Work Performed on MetroLink Right of Way
Exhibit A – MetroLink Contractor ROW Temporary Work Permit
Exhibit B – Metro Permit Fee Schedule
Exhibit D – Indemnification-Insurance Agreement
Metro Contractor Safety Action Plan

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED


END OF SECTION 01 14 01



MetroLink Operations

700 South Ewing Street • Saint Louis, Missouri 63103-2902

Operating	Procedure	SOP #	Date:	Page 1 of 9
Operations	Department	101.17	January 28, 2020	REVISION
Title: WORK PERFORMED ON METROLINK RIGHT OF WAY				

Classifications: OCC – Rail Dispatchers – Maintenance of Way – Contractors
Other Departments: Real Estate – MetroLink Operations – Safety – Risk Management – Engineering & New Systems Development
Issued by:  General Manager MetroLink
Supersedes: SOP 101.17 dated April 8, 2009

I. PURPOSE AND SCOPE

The purpose of the following requirements is to maintain a safe environment and efficient transit system for MetroLink customers, employees and Contractors when work is being performed on the MetroLink Right-of-Way (ROW).

The following procedures must be followed and all requirements fulfilled before permission will be granted to any individual or group requesting access to the MetroLink ROW to perform work. This includes all work on, under, above, or adjacent to the MetroLink ROW that has the potential to impact train operations. MetroLink ROW is defined as Metro owned property along MetroLink's Light Rail System, including main line tracks, yard tracks, shop tracks, and stations. Work performed on the ROW outside of the alignment or area where trains operate that **will not** impact train operations, e.g. park and ride lots etc., is excluded from the scope detailed in the following procedures.

This procedure is applicable to Contractors and Metro employees.

MetroLink Land Maps defining Metro property lines and a MetroLink Alignment Schematic are available from the Maintenance of Way (MOW) Department upon request.

II. EXHIBITS

EXHIBIT A: MetroLink - Contractor Right-of-Way Temporary Work Permit

EXHIBIT B: Metro Permit Fee Schedule

EXHIBIT C: MetroLink Alignment Schematic

EXHIBIT D: Indemnification Agreement and Required Insurance Coverage

EXHIBIT E: Metro Personnel Right of Way Work Permit (For Metro employees only)

EXHIBIT F: MetroLink Rule Book



MetroLink Operations

700 South Ewing Street • Saint Louis, Missouri 63103-2902

Operating	Procedure	SOP #	Date:	Page 2 of 9
Operations	Department	101.17	January 28, 2020	REVISION
Title: WORK PERFORMED ON METROLINK RIGHT OF WAY				

III. DEFINITIONS

After Revenue Service (ARS) is the time period that begins after the last revenue train has passed a portion of the alignment. ARS will vary depending on location. ARS for a given service day is part of the next calendar day. For example; ARS for Monday's service day will occur around 01:30 AM on Tuesday morning.

Before Revenue Service (BRS) is the time before revenue trains begin running on a given day. BRS will vary depending on location. Revenue trains begin service daily around 03:30 AM.

Bi-State Development (BSD) is a multi-faceted agency that was created to serve as a resource for economic development in the St. Louis region.

BSD Safety Department (Safety) is the department of BSD, independent of MetroLink, responsible for the safety of the public, passengers, Metro employees and Contractors.

Daily Operating Clearance is the daily record of all temporary restrictions on the MetroLink alignment during revenue service and is updated by OCC. All train operators and Flag Persons must be in possession of a current Daily Operating Clearance.

Flagperson is a Tier 2 qualified Contractor or Metro employee that is assigned to protect work crews, personnel, and equipment working on or near the tracks to ensure safe passage of trains.

Fouling a Track means placement of an individual or an item of equipment in such proximity to the track that the individual or equipment could be struck by a moving train or on-track equipment, or in any case, is within 8'- 6" from the centerline of the nearest in-service track.

Lookout is a qualified Metro employee who is qualified to provide warning to ROW workers of approaching trains or on-track equipment. The Lookout should be equipped with the necessary equipment to warn ROW workers of approaching trains, as well as flagging equipment to be used if it is necessary to warn approaching trains. The Lookout's sole duty is to look for approaching trains or on-track equipment, and that provides at least 15 seconds advanced warning to employees before arrival of the trains or on-track equipment.

Metro Transit (METRO) is an enterprise of BSD that operates the public transportation system for the St. Louis region.

MetroLink (ML) is the light rail system for the St. Louis region.

MetroLink Operations (MLO) is the division of Metro responsible for the operation of MetroLink.

Maintenance of Way (MOW) is the division of Metro responsible for the maintenance of Metro's ROW.



MetroLink Operations

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No Clearance Zones are areas along the MetroLink ROW where there is not 8'-6" clearance from the centerline of the nearest track to the nearest fixed object, e.g. wall, fence, bridge, steep embankment. Within these areas it is not possible for personnel to safely clear from fouling train movement. These areas are designated with reflective **No Clearance** signs on the ROW and by markings on the MetroLink Alignment Schematic.

Operating Right-of-Way (ROW) is the area within twenty (20) feet of the centerline of any track on the main line or in a yard.

Operation Control Center (OCC) is the designated location from which all MetroLink operations are authorized and directed.

Pilot is a qualified Metro employee assigned to facilitate track car or on-track equipment movement when the operator or driver is not qualified on the physical characteristics or rules of the portion of the alignment over which movement is to be made. The pilot will be responsible for the safe movement of on-track equipment to which they are assigned.

Right-of-Way (ROW) is land, property and interests therein, acquired by Metro.

Temporary Restriction is an approved work zone in the Operating ROW for a Contractor or Metro employee to perform work at the approved location and for an approved duration of time during revenue service hours, all temporary restrictions are listed on the Daily Operating Clearance.

Train Detection is a procedure by which a worker acquires ROW access safely by seeing approaching trains and leaving the track before the train arrives at the location at which he is working. This procedure may be used only under certain conditions authorized by OCC.

IV. METROLINK TRACK ACCESS QUALIFICATION

1. The following table summarizes the Track Access Qualification required for any Contractor or Metro employee to be allowed to perform any work on the ROW. Annual recertification is required.

Work or Duties	Qualification Required
Any work within the ROW	Tier 1
Flagging to protect work crews, personnel and equipment in the ROW	Tier 1, and Tier 2
Piloting on-track equipment	Tier 1, Tier 2, and Tier 3

2. If a Metro employee is not qualified at a minimum Tier 2, the employee must be escorted by another employee qualified to Tier 2.
3. Safety will maintain a list of Track Access qualified personnel and their level of qualification.
4. Dates, times and locations of Track Access qualification training classes can be obtained by contacting Safety or MetroLink Operations. This information is posted on MetroWeb > Departments > Risk Management, Claims, & Safety and at www.metrostlouis.org in the contractor resources.



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V. GENERAL REQUIREMENTS FOR ACCESS TO METROLINK RIGHT-OF- WAY

1. To access the MetroLink ROW all Contractor and Metro employees must have a minimum of Tier 1 Track Access Qualification and each work group must be accompanied by at least one person that is Tier 2 qualified to serve as a flagperson or lookout. For unforeseen work for short durations, OCC may authorize unqualified persons access to the ROW if accompanied by a qualified Metro lookout.
2. A work crew must have in its possession an approved *MetroLink – Contractor Right-of-Way Temporary Work Permit* describing the work being performed. Contractors also must meet all additional requirements for ROW access described within this SOP and the referenced exhibits. Metro employees must have in their possession an approved *Metro Personnel Right of Way Work Permit*
3. For unforeseen work for very short durations, OCC may authorize access to the ROW without an approved work permit.
4. Work permits are not required for LRV equipment maintenance performed on the mainline or in the yard and shops.
5. Metro employees that operate on-track equipment must be Tier 3 qualified. Contractors that operate on-track equipment shall be, at a minimum, Tier 1 qualified.
6. A Metro Tier 3 qualified pilot must accompany Contractor on-track equipment. The pilot is to ensure the Contractor's on-track equipment is operated in compliance with Metro operating and safety rules. The requirement for the Metro pilot can be waived by Metro, if it has been determined that the Contractor's operator has sufficient experience with Metro operating and safety rules and is Tier 3 qualified
7. Each individual accessing the ROW shall wear personal protective equipment, including a reflective Class 2 ANSI safety vest, hard hat, safety glasses, and safety toed shoes

VI. CONTRACTOR REQUIREMENTS FOR ACCESS TO METROLINK RIGHT-OF-WAY

1. The Contractor shall, if requested by Metro, submit a detailed work plan to MetroLink Operations for review and approval by MetroLink Operations, Maintenance of Way, and Safety. After acceptance of the work plan, Contractor will obtain, through the procedure defined in this SOP, an approved *EXHIBIT A: MetroLink - Contractor Right-of-Way Temporary Work Permit* before any work can be performed,
2. The Contractor shall be required to reimburse Metro for all expenses as defined in *EXHIBIT B: Metro Permit Fee Schedule*. Metro reserves the right to waive fees at its sole discretion.
3. The method of payment from Contractor to Metro will be determined by Metro. All Metro expenses for a particular Contractor shall then be accumulated under the associated permit number.
4. The Contractor shall immediately stop any work that deviates from their approved temporary work permit or detailed work plan. Metro shall be contacted and must approve any alternate work procedures.



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5. Contractor work activities can be terminated immediately by MetroLink Operations, Maintenance of Way or Safety, at any time without notice. Typical conditions under which this may occur include, but are not limited to:
 - a) Failure to comply with any of the requirements identified in this SOP or other documents referred to within.
 - b) Safety related reasons.
 - c) Operations schedule-related reasons.
 - d) If work in progress deviates from the written work proposal approved by Metro.
 - e) Flagperson(s) not available.
 - f) Contractors' work interferes with the constant, continuous use of the tracks, property and facilities of the MetroLink system, its employees, its customers or other Contractor's working within the ROW.
 - g) Accidents, injuries, near misses, or vehicle damage.
 - h) Metro rule violations.
6. All on-track equipment shall meet Federal Register 49 CFR, Part 214 standards related to Roadway Maintenance Machine Safety. The Contractor shall submit to Metro a list of qualified operators and which roadway maintenance machines they are qualified to operate. The Contractor shall provide, for Metro approval, documentation of their training and qualification process. Prior to use on the operating ROW, all on-track equipment shall be inspected and approved for use by MOW and Safety.
7. The Contractor shall satisfy all safety requirements including, but not limited to, those found in Exhibit F: MetroLink Rule Book. Copies are available upon request from MOW.
8. The following requirements pertain to excavations:
 - a) The Missouri One Call System, Inc. locate procedure for Missouri and Julie, Inc. procedure for Illinois shall be followed.
 - b) Excavations to either side of tracks shall be at least twenty feet from the centerline of track.
 - c) Excavation under, between or within the track structure or the removal of ballast is prohibited unless approved by Metro.
 - d) Under-track installations must be directionally bored at all times, the minimum depth to the top of conduit shall be the greater of eight feet below top of tie or eight feet below the flowline of ditch.
 - e) Excavations within 5 feet of either side of buried MetroLink signal, power, communication cables, or structure must be performed by hand digging or hydro-vacuum and with MOW personnel present at the dig site.
 - f) At Metro's request, and without cost to Metro, the contractor shall hand excavate to locate existing Metro utilities or structures.
 - g) When cable work is being performed parallel to MetroLink right-of-way, cables shall be laid at the same depth as MetroLink cables. The location of the cables shall be between the MetroLink cables and the property line, not towards the track.



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9. Over-track crossings will be considered on a case-by-case basis. All over-track crossings shall comply with both National Electric Safety Code (NESC) clearances and any MetroLink imposed requirements.
10. The Contractor shall only enter the MetroLink Right-of-Way with an approved temporary work permit, unless otherwise approved by OCC.
11. Work performed by a Contractor on the MetroLink Right-of-Way within 20 feet of the centerline of a main line or yard track shall require a Temporary Restriction to be issued on the Daily Operating Clearance.
12. If the Contractor is performing work outside of 20 feet of the center line of any main line or yard track, and it is possible for equipment e.g. boom, or hoisted equipment etc, to foul the operating ROW or has the potential of making contact with the catenary, a Temporary Restriction shall be required.
13. A Temporary Restriction will require a dedicated flagperson to provide flag protection for the work crew. Refer to SOP 103.04 for more information on flagging requirements.
14. The Contractor shall comply with all applicable federal, state, and local laws, regulations, and standards affecting their work.
15. As a limitation to any rights or licenses that may be granted to the Contractor, Metro reserves the right to use and maintain its entire property. This includes Metro's right to construct, maintain, repair, renew, use, operate, change, modify, or relocate railroad tracks, roadways, station platforms, signal, communication, fiber optics, power, or other wire lines, pipelines and other facilities upon, along or across any or all parts of its property. All or any of the above mentioned use and maintenance may be done at any time or times by Metro without liability to the Contractor or to any other party for compensation or damages.
16. The Contractor is required to comply with Metro's *EXHIBIT D: Indemnification Agreement and Required Insurance Coverage*.
17. Metro reserves the right to fully investigate all Contractor accidents, injuries, near misses, or vehicle damage and the Contractor and its employees agree to comply and assist Metro in all aspects of these investigations. This includes, but is not limited to, drug and alcohol testing, employee interviews, written reports, and requests for documentation.
18. Contractor employees who work on the MetroLink ROW shall be required to comply with Metro's Drug and Alcohol Policy.
19. In the event that the Contractor disturbs, or modifies Metro's property in any manner, the Contractor shall restore the property to the same condition it was in before the Contractor performed work. Such restoration shall be to the satisfaction of the Sr. Director of Maintenance of Way. The Contractor shall be billed for all work required to restore property to its original condition.



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VII. CONTRACTOR PROCEDURE TO ACCESS METROLINK RIGHT-OF-WAY

1. The Contractor shall request a Right-of-Way Work Permit packet of information from the contractor resources section of www.metrostlouis.org
2. The MetroLink Project Manager will distribute to the Contractor SOP 101.17 with Exhibits A, B, and D. The Contractor may request Exhibits C, and F. Exhibit E is for Metro employee use only.
3. The Contractor then submits to Metro the permit application fee, the *EXHIBIT A: MetroLink Contractor Right-of-Way Temporary Work Permit*, their detailed work plan and relevant project drawings. All other required documents should be submitted a minimum of 14 days prior to their proposed start date. This will include the indemnification agreement and required insurance coverage as described in *EXHIBIT D: Indemnification Agreement and Required Insurance Coverage*.
4. The MetroLink Project Manager will then distribute the permit and detailed work plan to Metro Real Estate and Safety for approval. MLO will facilitate a pre-project planning meeting with the Contractor, if required.
5. The MetroLink Project Manager then contacts the Contractor with approval and the necessary requirements for Track Access Qualification.
6. The Contractor completes the required Track Access Qualification training (Tier Training).
7. The Contractor submits its *MetroLink – Contractor Right-of-Way Temporary Work Permit* no later than Wednesday 12 Noon, prior to the week the work will be performed. The permit must be resubmitted every week during the length of the project. The permit submittal day and time may be affected by holiday work schedules. Metro's work week begins at BRS Monday.
8. If the proposed project changes significantly, a new *MetroLink Contractor Right-of-Way Temporary Work Permit* shall be submitted. A new permit number will be assigned after the permit is approved.
9. The Contractor is required to attend the weekly Track Allocation meeting scheduled for Thursday 8:30AM. This affords the opportunity for MLO and MOW to better understand and pose questions regarding the proposed work.
10. Scheduling of work activities is subject to availability of Maintenance of Way, Operations and Safety personnel, as well as the effect it will have on service quality and train schedules. Generally, work requiring a temporary restriction will be allowed to start at 7:30 AM daily. Some work will be restricted to ARS hours, approximately 1:30 AM to 3:30 AM.
11. The Metro Project Manager or MetroLink Operations will provide the Contractor with a copy of their approved temporary work permit. The approved permit will include the permit number. The approved permit must be available on the project site at all times during work activities to confirm permission to occupy the MetroLink Right-of-Way.



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12. The Contractor must contact OCC and request permission prior to accessing the ROW. OCC has authority over all activity along the ROW at all times.
13. The Contractor must communicate to OCC any change to their temporary work permit. The change could be in start time, a change in location, cancellation of the work, etc. The communication to OCC shall be by email to dailyclearanceupdate@metrostlouis.org. The change must be communicated no later than 2:00 AM on the day that the change takes effect. Failure to communicate the change shall result in the cancellation of the temporary work permit for the remainder of the permitted week.
14. Once work is complete, and the work area is cleared of materials, equipment, tools, and personnel, the Contractor must contact OCC to confirm that they are clear of the ROW.
15. The Contractor will submit payments as previously determined in Section VI, item 3.

VIII. METRO EMPLOYEE PROCEDURE TO ACCESS METROLINK RIGHT-OF-WAY

1. The Metro employee submits a completed *Exhibit E: Metro Personnel Right-of-Way Work Permit to MetroLink*
2. Permits are reviewed and approved at the weekly Track Allocation meeting by MetroLink Operations, Maintenance of Way and Safety.
3. MetroLink Operations publishes the Final Track Allocation for the following week, including all revisions.
4. For unforeseen work, such as emergencies or to perform minor corrections or routine inspections, OCC can authorize a Tier 2 qualified Metro employee to access the track without an approved permit.
5. Work performed by an employee on the Operating ROW will require a temporary restriction be issued on the Daily Operating Clearance. Exceptions to the temporary restriction requirement for employees can be granted under the conditions listed in Item 7.
6. A temporary restriction requires a dedicated flagperson be utilized to provide flag protection for the work crew. Speed restriction signs may need to be posted to identify the work zone to approaching trains. Refer to SOP 103.04 for more information on flagging requirements.



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7. Work performed by a Tier 2 qualified Metro employee does not require the issuance of a temporary restriction if one of the following train detection schemes is used so that workers clear from fouling a track to a prearranged place of Safety 15 seconds prior to arrival of a train at maximum authorized speed:

Scheme	Prearranged Place of Safety	Train Speed	Special Notifications
A	Outside the Operating ROW	Maximum Authorized Speed	None
B	Within Operating ROW	Restricted Speed	OCC must contact a minimum of the next two approaching trains in the affected area before authorizing work or movement in this area. If work is for an extended time period, OCC will notify approaching trains as necessary to protect the workers.

If all four conditions listed below cannot be met, a lookout must be assigned to provide the workers warning of approaching trains.

- I. Workers are performing minor corrections or routine inspections.
 - II. No power tools or equipment are being used in hearing range of the workers.
 - III. Workers are performing tasks that allows them to be attentive to train movement.
 - IV. The ability of the workers to hear and see approaching trains is not impaired by background noise, lights, precipitation, fog, passing trains or other obstructions or physical conditions.
8. Work performed in a No Clearance Zone requires removal of the track from service, or the issuance of a temporary restriction for BOTH tracks. This is to ensure workers have a safe zone to clear to.

For unforeseen or emergency situations, OCC can authorize entry into No Clearance Zones for short durations without the issuance of a temporary restriction, but the following steps must be taken:

- a) Train operation must be temporarily stopped on the track(s) in the area where the workers will be located.
- b) Normal train operation in the affected area cannot resume until OCC is advised by the workers that they are no longer fouling the track on which the train will operate.
- c) Trains must pass the workers at restricted speed, if personnel remain within the Operating ROW.



Exhibit A

Permit #:

MetroLink Contractor - Right of Way Temporary Work Permit

This permit must be submitted by 12 P.M. (noon) on Wednesday prior to the work week requested

email to: rowworkpermits@metrostlouis.org (If unable to email) Fax to: 314-335-3429

Company: _____ Date: _____

Requester: _____ Email Address: _____

Office: _____ Cell: _____ Fax: _____

(In Lieu of Email Address)

Contractor's Metro Contact: _____

Description of work to be performed and equipment and tools to be used:

Will personnel or equipment be within 20ft. from center of nearest track at anytime?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If within 20ft a Metro Qualified Flag Person will be required	Metro <input type="checkbox"/> Self <input type="checkbox"/>
Will work or equipment be within 10ft. of the closest overhead catenary wire at anytime?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Will any excavating be performed (by hand or machine)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the work described above being performed under a METRO contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If excavating is being performed Dig Number must be provided	<input type="text"/>

Dates Work Performed:	Start Date:	Finish Date:			
Enter Time in 24hr. Format:	Start Time:	Finish Time:			
Work Location by MP:	From MP:	To MP:			
Track to be Accessed:	Track 1 Westbound <input type="checkbox"/>	Track 2 Eastbound <input type="checkbox"/>	Both Tracks <input type="checkbox"/>	Off Track <input type="checkbox"/>	Yard Track <input type="checkbox"/>

I understand that before entering the MetroLink Right-of-Way, and prior to the start of any work, permission must be obtained from Operations Control Center (OCC) via a Metro issued portable radio on the appropriate Operations channel for my work location. I understand all workers and equipment must remain 20ft. or more from the center of the nearest track at all times, if at anytime 20ft. cannot be maintained a restriction is required and the Contractor is responsible for having a MetroLink Certified Flagperson present with speed boards in place. **If Metro radio fails OCC should be reached by phone at 314-289-6870.**

Metro Maintenance of Way Use Only

Tech. Support:	Insurance Approved?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Tier Training Completed?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Initial:	
Signal:	Cable Locate Required?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number :	<input type="text"/>	Initial:	
Comm:	Cable Locate Required?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number :	<input type="text"/>	Initial:	
Traction Power	Power Down Required?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number :	<input type="text"/>	Initial:	
Rail Fac. Maint:	Flagperson Scheduled?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Dig Number :	<input type="text"/>	Initial:	
Track:	Work is Approved?	Yes <input type="checkbox"/> No <input type="checkbox"/>	BLANK		Initial:	

MetroLink Operations' Use Only

Operations:	Restriction	Yes <input type="checkbox"/> No <input type="checkbox"/>	Speed Signs	Yes <input type="checkbox"/> No <input type="checkbox"/>	Track Out of Service			
	Moving Crew	Yes <input type="checkbox"/> No <input type="checkbox"/>	Single Track	Yes <input type="checkbox"/> No <input type="checkbox"/>	Track # 1 <input type="checkbox"/>	Track # 2 <input type="checkbox"/>	Ewing Yd. <input type="checkbox"/>	29th St. Yd. <input type="checkbox"/>
					Operation Authorization Signature _____ Date _____			

EXHIBIT B – Metro Permit Fee Schedule

TEMPORARY WORK Permit Fees

A *MetroLink-Contractor Right-of-Way Temporary Work Permit* is required prior to outside parties commencing any underground, overhead, or surface work on the MetroLink light rail system. Permit fees are based on the permit applicant's scope of work and Metro's labor and indirect costs. The fees listed are not comprehensive and Metro may apply other fees associated with the temporary work permit. Metro reserves the right to waive these fees.

1. Initial Permit Application (Non-Refundable)

\$500.00

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

2. Recurring Weekly Permit (if required)

\$150.00

3. Track Access Qualification

All Contractor employees that will perform work on the MetroLink Right-of-Way are required to be track access qualified.. Training sessions are regularly scheduled at a minimum of 2 times per month. Regularly scheduled training sessions are offered to contractor employees at no cost. If a contractor requires specially scheduled training classes, the following fees will apply. Fees are per class. There is a maximum of (15) fifteen students per class. Typical duration of class is also indicated below. Payment is as outlined in SOP 101.17.

Tier 1 (1.5 hrs)

\$175.00

Tier 2 (2.0 hrs)

\$300.00

Tier 3 (2.0 hrs)

\$300.00

4. Power Up/Power Down

\$3000.00

The Power Up/Power Down Fee is a daily fee, which covers Metro's labor and non-labor costs for sectionalizing, de-energizing, and restoring the MetroLink Traction Power System to its normal state. Metro shall determine this requirement per *SOP 104.01, Catenary Lockout Procedure*. **There shall be a \$1200 cancellation fee with less than 10 hours notice.**

5. Flagging, Lookout and Pilot

\$650.00

The Service fee for each flag person, lookout, or pilot is \$650 per shift.

The Flagging Service Fee is a rate per flag person per shift. It covers Metro's labor and non-labor costs for providing a flag person.

The Lookout Service Fee is a rate per lookout per shift. It covers Metro's labor and non-labor costs for providing a lookout.

The Pilot Service Fee is a rate per pilot per shift. It covers Metro's labor and non-labor costs for providing a pilot to facilitate on-track equipment movement.

There shall be a \$325 cancellation fee with less than 10 hours notice.

6. Station Shuttle Hourly Rate

\$TBD

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

April, 2002

EXHIBIT D

INDEMNIFICATION AGREEMENT and REQUIRED INSURANCE COVERAGE¹

SECTION 1. - INDEMNIFICATION

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

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

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

SECTION 2. - INSURANCE REQUIREMENTS

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

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

SECTION 3 - MINIMUM SCOPE AND EXTENT OF COVERAGE

A. GENERAL LIABILITY

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

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

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

EXHIBIT D – ML ROW INS REQUIREMENTS

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

B. AUTOMOBILE LIABILITY

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

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY

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

D. RAILROAD PROTECTIVE LIABILITY

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

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

SECTION 4. - MINIMUM LIMITS OF INSURANCE

A. GENERAL LIABILITY

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

\$2,000,000 annual aggregate.

B. AUTOMOBILE LIABILITY

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

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

C. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

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

EXHIBIT D – ML ROW INS REQUIREMENTS

D. RAILROAD PROTECTIVE LIABILITY

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

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

SECTION 5. - DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

SECTION 6. - OTHER INSURANCE PROVISIONS & REQUIREMENTS

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

A. GENERAL LIABILITY

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

B. GENERAL LIABILITY & AUTOMOBILE LIABILITY

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

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

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY

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

D. RAILROAD PROTECTIVE LIABILITY

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

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

EXHIBIT D – ML ROW INS REQUIREMENTS

E.. ALL COVERAGES

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

SECTION 7. - INSURER QUALIFICATIONS/ACCEPTABILITY

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

SECTION 8. - VERIFICATION OF INSURANCE COVERAGE

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

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

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



Metro

CONTRACTOR SAFETY ACTION PLAN

Metro Transit Contractor Safety Program



Metro's Operation Control Center Phone Number is

314-289-6870

SAFETY@METROSTLOUIS.ORG



Metro

INTRODUCTION

The purpose of Metro's Safety Action Plan (SAP) is to facilitate and organize employer and employee actions and be prepared in the event of a workplace emergency. Well-developed plans and proper employee training that helps employees understand their roles and responsibilities will result in fewer and less severe employee injuries and less equipment damage. Putting together a comprehensive SAP that deals with those issues specific to your work-site is required to work on Metro's property. It involves a workplace evaluation and describing how employees will respond to different types of emergencies, taking into account your specific work-site layout, structural features, emergency systems and Metro's policies and procedures.

SAFETY MANAGEMENT SYSTEM

Metro's Safety Management System (SMS) is an over-arching system that contains all of the Environmental, Health (Industrial Hygiene), and Safety programs within Metro. It provides a systematic way to identify hazards and control risks while maintaining assurance that these risk controls are effective. The Safety Action Plan is a component of Metro's Safety Management System.

Metro CONTRACTORS ARE REQUIRED to complete a Safety Action Plan prior to the start of any work on Metro's property.

The Completed Safety Action Plan must be available as follows:

1. Work along MetroLink Right-of-Way
 - Emailed to rowworkpermits@metrostlouis.org and safety@metrostlouis.org.
2. Work at Metro Facilities
 - Emailed to safety@metrostlouis.org
3. Provided to the Metro Project Manager.
4. Maintained with each work group on Metro's property.



Metro

GENERAL INFORMATION

Your Name:

Your Title/Position and
Contact Information:

Company Name:

Company Contact Information:

Your Employee in Charge
Contact Information:

Work Site Location:

Type of Work Being
Performed:

Primary Metro point of
contact:

General or Subcontractor:

Current copies of Safety Data Sheets (SDSs) for hazardous materials must be provided to the Metro Safety Department for approval and be maintained on-site.

CONTRACTOR REQUIREMENTS

CONTRACTOR COMPLIANCE

Contractors/Suppliers working for or with Metro are **REQUIRED** to complete a Safety Action Plan (SAP). The number of SAP's submitted by a particular contractor during a calendar year will vary based on factors such as number of work locations and the nature of the work to be performed. General Contractors may submit one Safety Action Plan to include sub-contractors on a project, or require each sub-contractor to submit their own completed Safety Action Plan form. The General Contractor must clearly indicate on a Safety Action Plan form that sub-contractors are included in coverage, when applicable.

SAFETY ACTION PLAN RETENTION & MAINTENANCE

Your company must maintain an ELECTRONIC COPY of this Safety Action Plan:

- If working along the MetroLink Right-of-Way, an electronic copy shall be emailed to rowworkpermits@metrostlouis.org and safety@metrostlouis.org.
- If working within at a Metro Facility, an electronic copy shall be emailed to safety@metrostlouis.org

Your company must maintain HARD COPY of the Safety Action Plan:

- Submit a hard-copy of your completed Safety Action Plan to your Metro Project Manager or Employee in Charge (EIC).
- Maintain a hard copy of your completed Safety Action Plan on-site with each of your work groups.

COMPANY INJURY HISTORY

Contractors must provide the "Frequency and Severity Rates" for each of the **PREVIOUS THREE CALENDAR YEARS**. Frequency and severity rates data is used to estimate the organizational performance on safety.



Metro

COMPANY INJURY HISTORY

Frequency Rate

Experience on Metro = # of Recordable Injuries x 200,000 divided by the # of Actual Hours Worked for Metro.

Severity Rate

Severity Rate = # of Lost Days x 200,000 divided by the Actual Hours Worked for Metro.

<i>Year</i>	<i>Frequency/Incident Rate</i>	<i>Severity/Lost Workday Rate</i>
2020	_____	_____
2019	_____	_____
2018	_____	_____

CORRECTIVE ACTIONS FOR PAST INJURY EXPERIENCE

Please attach as an Addendum to the Safety Action Plan. The safe operation and prevention of incidents and injuries is the number one priority to Metro. The feedback of Contractors' past experiences plays a major role and Contractors must have a system in place to identify the lessons learned and implement effective actions to prevent incidents.

EMERGENCY PREPAREDNESS

ON SITE EMERGENCY INFORMATION

Written Emergency Preparedness information needs to be at the job site with work groups.

- Work groups performing work on project(s) in a fixed work location must complete the information below for the fixed location.
- Work groups that will be on the move during the course of a project must update this information as necessary and retained and maintained with each work group.

OPERATIONS CONTROL CENTER: 314-289-6870



Emergency Preparedness Plans

Emergency preparedness plans must be developed by the contractor and communicated to the contractor's/subcontractor's employees. In some cases, contractors may need to interface with Metro's Property. The Project Manager or EICs shall obtain specific addresses, the names of local fire, medical and police agencies.

The following information must be communicated during job briefings and in conjunction with Metro's Toolbox Talk Program

Project/Work
Location

Contact Information:

Who is CPR Qualified?

Who is First Aid Qualified?

Medical Phone Number:

Estimated Medical Response Time:

Who is Responsible for Making the Emergency
Call? (Include Contact Information)

Provide Written Directions to Job Site
(Latitude/Longitude Recommended)

Who is Assigned to Meet
Emergency Personnel? (Include Contact Information)

SAFETY ACTION PLAN ELEMENTS



Metro

SAFETY ACTION PLAN AFFIRMATION

The below statements in each row SHALL BE CHECKED and implemented within your safety plan; by selecting the Program In Place option you affirm that the training will be accomplished prior to the start of work. If these elements do not apply, please select the OPT Out option.

Program in Place	Safety Program Element	Regulatory Reference	Opt Out
<input type="checkbox"/>	Asbestos	OSHA 1910.1001 & 1926.1101	<input type="checkbox"/>
<input type="checkbox"/>	Arc Flash/Electrical Worker	NFPA 70E & OSHA SUBPART S	<input type="checkbox"/>
<input type="checkbox"/>	Confined Space Entry	OSHA 1910.146	<input type="checkbox"/>
<input type="checkbox"/>	DOT Training	DOT – 390-399	<input type="checkbox"/>
<input type="checkbox"/>	Hazardous Waste	OSHA 1910.120	<input type="checkbox"/>
<input type="checkbox"/>	Excavation (Trenching & Shoring)	OSHA 1926.650-652	<input type="checkbox"/>
<input type="checkbox"/>	Fall Protection/Bridge Worker Safety	OSHA 1926.500-503 & 1926.760	<input type="checkbox"/>
<input type="checkbox"/>	Metro's Track Access Safety Training Safety	TIER 1, 2, 3 (AS NEEDED)	<input type="checkbox"/>
<input type="checkbox"/>	Hazard Communication	OSHA 1910.1200	<input type="checkbox"/>
<input type="checkbox"/>	Hearing Conservation	OSHA 1910.95	<input type="checkbox"/>
<input type="checkbox"/>	Lead Safety	OSHA 1910.1025	<input type="checkbox"/>
<input type="checkbox"/>	Lockout/Tagout (Hazardous Energy Control)	OSHA 1910.147	<input type="checkbox"/>
<input type="checkbox"/>	Radiation Safety	OSHA 1910.97 & 1910.1096	<input type="checkbox"/>
<input type="checkbox"/>	Respiratory Protection	OSHA 1910.134	<input type="checkbox"/>
<input type="checkbox"/>	Personal Protective Equipment	OSHA 1910.132, .133, .135, .136, .137, .138;	<input type="checkbox"/>

EMPLOYEE TRAINING



Metro

TRAINING PROGRAMS & REGULATORY COMPLIANCE

This program & training summary shall cover/support the provisions of potential work that your company has contracted to perform for Metro or its General Contractor(s), including Competent or Qualified Worker training.

- Your company is responsible for this determination in compliance with your Metro contract.
- Safety Training shall be conducted by/through the Contractor's Company.
- Employee non-compliance shall result in their removal from Metro property.
- Copies of training programs do not need to be provided to Metro.
- Metro does not conduct safety training for personnel other than Metro employees with exception to Track Access Safety Training.

Safety Programs	N/A	Training Completed
Asbestos	<input type="checkbox"/>	<input type="checkbox"/>
Arc Flash/Electrical Worker	<input type="checkbox"/>	<input type="checkbox"/>
Confined Space	<input type="checkbox"/>	<input type="checkbox"/>
DOT Training	<input type="checkbox"/>	<input type="checkbox"/>
Environmental/Hazardous Worker	<input type="checkbox"/>	<input type="checkbox"/>
Excavation (Trenching/Shoring)	<input type="checkbox"/>	<input type="checkbox"/>
Fall Protection	<input type="checkbox"/>	<input type="checkbox"/>
Metro's Track Access Training	<input type="checkbox"/>	<input type="checkbox"/>
Hazard Communications	<input type="checkbox"/>	<input type="checkbox"/>
Hearing Conservation	<input type="checkbox"/>	<input type="checkbox"/>
Lockout/Tagout	<input type="checkbox"/>	<input type="checkbox"/>
Lead Safety	<input type="checkbox"/>	<input type="checkbox"/>
Respiratory Protection	<input type="checkbox"/>	<input type="checkbox"/>
Personal Protective Equipment	<input type="checkbox"/>	<input type="checkbox"/>



Metro

PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE COMPLIANCE

Your Company's contract may require a variety of work and tasks in different environments. Contract employers must ensure that all employees have the proper PPE to use for the tasks that they will or may be involved in on Metro property. PPE Compliance is strictly enforced per Metro's Safety Rules.

Safety Boots

Safety boots must meet the following criteria:

- Leather or leather-like upper.
- Sturdy no-leather sole that will resist puncture.
- Above ankle (5-inch height as measured from inside boot).
- Minimum ASTM F2412-05, ASTM F2413-5 impact and compression class toe.
- Lace-up

Anti-Slip Winter Footwear

Employees will wear anti-slip winter footwear when working in icy and or snowy conditions.

All employees must have appropriate PPE to perform the tasks that are contracted for; including:

- Safety Eyewear and Face Protection
- Safety-Toed Boots/Anti-Slip Footwear
- Hard Hat
- Hearing Protection (If Needed)
- Gloves/Hand protection
- High-Visibility, ANSI Class II vest
- Other specialty PPE as identified/required by Metro Safety Rules for task at hand

JOB SAFETY BRIEFINGS



The Contract employer must ensure their employees receive Job Safety Briefings at the start of each work shift and as needed during the course of the day; e.g. personnel changes, weather changes, and/or changes in assignments.

- Job Safety Briefings will include Emergency Preparedness Information and summarize the findings of Risk Assessment activities.
- In addition to critical safety and response preparation, Metro Job Safety Briefings provide information on potential exposures in the work environment, discussion about the best ways to minimize risk to exposure, and potential cues to pause the work.
- Contractors may reference Metro's Toolbox Talk Discussion forms if needed. Contact Safety@metrostlouis.org for more information.

To hold an effective Job Safety Briefing, follow these steps:

Lead Name:

Today's Date:

Location of Job:

Track # (If Applicable):

Start Date:

Length of Job:

Weather Forecast:

of Employees Onsite:

Record of those Attending:

Name (Please Print):	Signature:
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	



Metro

FIRE PREVENTION

Hot Work

Hot work can be defined as cutting and welding operations for construction/demolition activities that involve the use of portable gas or arc welding equipment, or involve soldering, grinding, or any other similar activities producing a spark, flame, or heat.

Will “Hot Work” activities be performed on Metro property?

YES

☐

NO

☐

Fire Prevention Affirmation

If “YES” then all of the following items must be implemented:

1. Risk Assessment activities and Job Safety Briefings will identify procedures/strategies, and equipment available for fire prevention and suppression, as well as, locations where suppression equipment will be staged.
2. In right-of-way areas, the local fire agency is contacted to check for hot work bans or restrictions, and determine ability of local agency to provide emergency assistance.
3. All right-of-way fires are to be reported to Metro's Operation Control Center and responsible Metro Project Manager/EIC.
4. List fire prevention and suppression equipment on-site and minimum fire watch of 60 minutes.

ON TRACK SAFETY

Will any contractors performing Roadway Worker duties be within 20' of track centerline of Metro's tracks? Roadway Worker duties include inspection, construction, maintenance or repair of track, bridges, roadway, signal and communication systems, traction power systems, roadway facilities or roadway maintenance machinery on or near track or with the potential of fouling a track, and other personnel directly involved with their protection?

YES

☐

NO

☐

ON TRACK SAFETY CONT.

Track Safety Affirmation

If “YES” then all of the following items must be implemented:

- 1.The contract employer is responsible for scheduling Track Access training for all its employees working within Metro’s Operating Right-of-Way.
- 2.Each contract employee must be able to provide training documentation upon request.
- 3.Each contract Roadway Worker In-Charge must maintain a current copy of this Safety Action Plan and have it readily accessible.
- 4.A detailed work plan shall be submitted to Metro to describe equipment listing, and equipment staging.
- 5.A Right of Way Work Permit shall be completed and emailed to rowworkpermits@metrostlouis.org.

Configuration Changes

Configuration management is defined as identification and documentation of the functional and physical characteristics of facilities, systems, equipment and vehicles including the control of changes to these elements. Required configuration information is maintained and tracked by documenting test/modified equipment.

Will the work being performed
change the configuration of Metro’s
property?

YES
☐

NO
☐

If “YES” then all of the following items must be implemented:

- 1.The contract employer is responsible submitting detailed attachments to support this document describing proposed configuration change as well as the impact to Metro the configuration change will incur.

ON TRACK SAFETY CONT.



The following checklist shall be completed prior to entering Metro's Operating Right-of-Way and prior to the start of any work.

	YES	NO
Are all employees current on track access certification?	<input type="checkbox"/>	<input type="checkbox"/>
Have all employees reviewed the daily operating clearance and understand the scope of work?	<input type="checkbox"/>	<input type="checkbox"/>
Do all employees know which track or tracks the restriction(s) is in effect for?	<input type="checkbox"/>	<input type="checkbox"/>
Do all employees know where the approved "clear to" location is to allow for safe passage of trains?	<input type="checkbox"/>	<input type="checkbox"/>
Do all employees know maximum authorized speed of trains for each track including the track with the restriction in effect?	<input type="checkbox"/>	<input type="checkbox"/>
Do all employees understand the communication protocols?	<input type="checkbox"/>	<input type="checkbox"/>
Do all employees know how the railroad flagger will warn workers of an approaching train?	<input type="checkbox"/>	<input type="checkbox"/>
Do all employees have the correct PPE and equipment to perform their jobs safely?	<input type="checkbox"/>	<input type="checkbox"/>
If Track Cars are utilized, visually verify all locking pins are secured.	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is NO to any of these questions, NO WORK CAN BEGIN.



Metro

HAZARD REPORTING

Metro's Safety Management System Training Card

Upon request, Metro can provide contractor's with Safety Management System Cards that summarize options to report a Hazard or Safety Concern to Metro.

METRO TRANSIT

SAFETY MANAGEMENT SYSTEM (SMS)

WHAT IS MY ROLE IN OUR SMS?

- Work safely/ Wear PPE
- Be compliant with procedures and regulations
- Report safety hazards, concerns, or suggestions

WHAT CAN I REPORT?

- Hazards/potential hazards
- Safety issues and concerns
- Accidents/incidents
- Possible solutions and safety improvements
- Close calls/near misses

Call the Public Safety Hotline at
314-982-6873
or email Safety@metrostlouis.org

DEPARTMENT OF PUBLIC SAFETY

SAFETY REPORTING OPTIONS

- Notify your Lead/Supervisor or local Safety Representative
- Call the Public Safety Hotline (314-982-6873)
- Email Safety@metrostlouis.org
- Report safety hazards, concerns, or suggestions

OR

SCAN HERE TO REPORT



PERSONAL SAFETY ACCOUNTABILITIES:

- I am accountable for my own safety & the safety of those around me
- I follow procedures, wear PPE, and promptly report safety hazards
- I **MUST** report injuries and damages
- **MY GOAL:** Be safe at work and at home

UNACCEPTABLE WORKPLACE BEHAVIORS

- Will full safety violations
- Reckless and neglectful acts
- Criminal activities
- Alcohol or drug use

DEPARTMENT OF PUBLIC SAFETY

SCAN HERE TO REPORT HAZARD





Metro

SAFETY SUPPORT

Other Safety Support and Affirmation

The categories below will further identify Metro support required and ensure a comprehensive understanding of the work request.

Excavation Operation?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Water required?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
PileDriving Operation?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Metro Equipment Required?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Saw Cutting Operation?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Within 10ft. of Catenary?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Welding or Grinding Operation?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Passengers/Public be Impacted?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Workers at elevated heights?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Self Flagging or Metro Flagger?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Chemicals used?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Metro Systems Require Powerdown?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If “YES” then all of the following items must be added in a separate attachment to this plan:

1. Describe controls.
2. Submit a detailed work plan.
3. Describe Metro support needed.
4. Submit chemical Safety Data Sheets.

The following section serves as your company’s Compliance Affirmation to this document:

Name _____

Title _____

Date _____

SECTION 01 22 01

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

The Contractor will perform the work to complete the project as specified.
Payment for the work will be on a Lump Sum basis.

1.02 RELATED SECTIONS

A. Section 01 29 76 Progress Payment Procedures

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 22 01

SECTION 01 24 13

VALUE ENGINEERING

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Value Engineering Change Proposals
- 1.04 Value Engineering Change Proposal Submittals

1.02 RELATED SECTIONS

- A. Section 00 72 13 General Conditions

1.03 VALUE ENGINEERING CHANGE PROPOSALS (VECP)

- A. The Contractor may submit to the CM one or more cost reduction proposals for changing the Contract requirements (each cost reduction proposal shall be a separate submittal). Proposals shall be based upon a sound study made by the Contractor indicating the following:
 - 1. The proposal will result in a net reduction in the total Contract amount, minimum \$5,000 per submittal.
 - 2. The proposal will not impair essential functions or characteristics of work, such as safety, service life, reliability, economy or operation, ease of maintenance and necessary standardized features.
 - 3. The proposal will not require an unacceptable extension of the Contract completion time.
 - 4. The proposal will require a change in the Contract Documents and such change is not already under consideration by the CM or the Transit District.
- B. The Transit District may accept in whole or in part, any proposal submitted pursuant to Article 1.03A above, by issuing a Change Order, which will identify the proposal on which the Change Order is based. The Change Order will provide for an equitable adjustment in Contract price and will revise other affected provisions of the Contract Documents. The equitable adjustment in the Contract price will be established by determining net savings resulting from acceptable change. The net savings from the change will be shared between the Contractor and the Transit District on the basis of 50 percent for the Contractor and 50 percent for the Transit District and will

be limited to one Change Order for one VECP. Net savings will be determined by deducting from the estimated gross savings, the Contractor's costs of developing and implementing proposal (including amount attributable to a subcontractor) and the estimated amount of increased costs to the Transit District resulting from the changes, such as Transit District/CM evaluation, implementation, inspection, related items, and Transit District-furnished materials. The Estimated Gross Savings will include the Contractor's labor, material, equipment, overhead, profit and bond. The Contract price will be reduced by the sum of Transit District's costs and share of the net savings. For the purposes of this Article, the applicable provisions of Section 00 72 13, General Conditions, Article 1.45, Changes, shall be used to determine the equitable adjustment to the Contract price.

- C. The Transit District will not be liable for delay in acting upon nor the failure to act upon, any proposal submitted pursuant to Article 1.03.B. of this section. The decision of the CM and Transit District as to the acceptance or rejection of any such proposal under the Contract will be final. The submission of a proposal by the Contractor will not in itself affect the rights and obligations of either party under the Contract.

1.04 VALUE ENGINEERING CHANGE PROPOSAL SUBMITTALS

- A. The Contractor shall specifically identify proposals with the heading "Value Engineering Change Proposal." The Contractor shall provide an identification number on each VECP starting with 001, along with the Change Number.
- B. The Contractor, in connection with each VECP shall furnish the following information:
1. A description of the difference between the existing Contract requirement and proposed change; comparative advantages and disadvantages of each, justification when a function or characteristic of an item is being altered; and the effect of the change on the performance of the end item;
 2. An analysis and itemization of the requirements of the Contract which must be changed if the VECP is accepted, and a recommendation as to how to make each such change (e.g., a suggested specification revision);
 3. A separate detailed cost estimate for both the existing Contract requirement and the proposed change to provide a basis for reduction in costs that will result from acceptance of the VECP taking into account the costs of development and implementation by the Contractor;
 4. A prediction of effects proposed change would have on collateral costs to the Transit District, such as Transit District-furnished property costs, costs of related items, and costs of maintenance and operation;

5. A statement of the date by which a Contract modification accepting the VECP must be issued so as to obtain the maximum cost reduction, noting effect on the Contract completion time or delivery schedule; and
6. Identification of any previous submission of the VECP to the Transit District, including the dates submitted, the numbers of the contracts involved, and the previous actions by the Transit District, if known.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 24 13

SECTION 01 25 13

PRODUCT SUBSTITUTION AND PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Products List
- 1.04 Contractor's Options
- 1.05 Substitutions
- 1.06 Contractor's Representation
- 1.07 Acceptance Procedures

1.02 RELATED SECTIONS

- A. Section 01 33 01 – Submittal Procedures

1.03 PRODUCTS LIST

Product lists shall be submitted in accordance with Section 01 33 01, Submittals.

1.04 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select product meeting that standard, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any product and manufacturers named that complies with Specifications. Submit a request for substitution, including data and substantiating reference standard(s) for compliance, for any product or manufacturer not specifically named.
- B. For products specified by naming one or more products or manufacturers and stating "or equal", "or approved equal," or like statement, submit a request for substitutions including data and substantiating reference standard(s) for compliance, for any product or manufacturer that is not specifically named.
- C. For products specified by naming only one product and manufacturer, and stating "no substitution", there is no option and no substitution allowed.

1.05 SUBSTITUTIONS

A. General

1. Submit a separate request for each substitution in accordance with Section 01 33 01, Submittals. Support each request with:
 - a. Complete data substantiating compliance of proposed substitution with the requirements stated in the Contract Documents:
 - 1) Product identification, including manufacturer's name and address
 - 2) Manufacturer's literature, identify: a) product description
b) reference standards c) performance and test data
 - 3) Samples, if applicable
 - 4) Provide a list of sites where the requested product substitution has been in operation or in service for at least five (5) years. Include name, address, telephone number and e-mail address of the specific contact.
 - 5) Specifications and other descriptive literature addressing each of the points called for in specifications, preferably in the same order as specifications. If the specifications call for a certain grade of steel, and a submission does not make it clear that the product involved uses that grade of steel, the evaluator will assume it does not. Literature shall address only products intended for the project – not the manufacturer's entire line.
 - 6) Submissions must be addressed to the CM and labeled "Application for Approval as an Equal". Miscellaneous information given previously to the Transit District and CM will not be considered.
 - b. Data relating to changes in construction schedules arising out of the proposed substitutions
 - c. All effects of substitution on separate contracts, if any
 - d. List of changes required in other work or products, including changes to physical space.
2. Substitutions will not be considered for acceptance when:

- a. They are indicated or implied on shop drawings or product data submittals without a formal request from Contractor
 - b. After award of contract, they are requested directly by a subcontractor or supplier
 - c. Acceptance will require revision of Contract Documents
3. Substitute products shall not be ordered or installed without written confirmation of the CM.
4. The CM and the Transit District will determine acceptability of proposed substitutions.
5. All cost modifications necessary as a result of the use of an approved substitute shall be paid for by the Contractor proposing the substitution.
6. If substitution is not approved, Contractor shall use the specified material, article or piece of equipment.
7. Contractor shall be responsible for all delays resulting from its request for substitutions.

B. During Bidding State

All requests for substitution of product must be received by the Transit District at least fifteen (15) calendar days prior to the bid due date.

C. After Execution of Contract

1. Requests from the Contractor for substitution of products other than those specifically named in the Contract Documents will be approved for the following reasons only:
 - a. The product named in the Specification cannot be delivered to the job in time to complete the work in proper sequence due to conditions beyond the control of the Contractor. Substantiating proof of non-availability in the form of written documentation from the specified manufacturer confirming inability of the manufacturer to meet the delivery dates required shall be submitted with the request for substitution to the CM. Contractor shall provide accurate cost data comparing proposed substitution with product specified and amount of net change to Contract Sum, if any.

1.06 CONTRACTOR'S REPRESENTATION

A. In making formal requests for substitution, the Contractor shall:

1. Propose products that have been investigated and have been determined to be equal to, or superior in all respects to that specified
2. Ensure that the same warranties and bonds will be provided for substitutions as the product specified
3. Ensure that the installation of the accepted substitution will be coordinated into the work, and shall ensure such changes as may be required are made so that the work can be completed.
4. Waive claims for additional costs caused by substitution that may subsequently become apparent
5. Present complete cost data and all related costs included under the contract bid price.

1.07 ACCEPTANCE PROCEDURES

All accepted substitutions will be added to the Contract Documents by Addendum.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 25 13

SECTION 01 29 76

PROGRESS PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03. Format
- 1.04 Preparation of Applications
- 1.05 Submittal Procedures
- 1.06 Payment to Contractor
- 1.07 Payment for Material Stored On/Off Site
- 1.08 Substantiating Data
- 1.09 Retention
- 1.10 Waivers of Liens
- 1.11 Decisions to Withhold Certifications

1.02 RELATED SECTIONS

- A. Section 00 72 13 – General Conditions
- B. Section 00 73 03 – Supplementary Conditions
- C. Section 00 73 05 – Certificates and Other Forms
- D. Section 01 33 01 – Submittals

1.03 FORMAT

- A. For each line item in the Schedule of Values, provide a column for listing: Item Number, Description of Work, Scheduled Value, Previous Applications, Work in Place and Stored Materials under this Application, Authorized Change Orders, Total Completed and stored-to date of application, Percentage of Completion, Balance to Finish and Retainage.
- B. The required information on Application and Certificate for Payment shall be submitted on AIA documents G702/G703, or on electronic media printout, acceptable to the Transit District, containing the same information as shown on the above referenced form.

1.04 PREPARATION OF APPLICATIONS

- A. Execute certification by signature of authorized officer
- B. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

- C. List each authorized Change Order as an extension on continuation sheet, listing the Change Order number and dollar amount as for an original item of work.
- D. Prepare Application for Final Payment as specified in Section 01 77 19, Contract Closeout, Article 1.03, Closeout Requirements.

1.05 SUBMITTAL PROCEDURES

- A. The Contractor will be provided the name and address of the CM to whom the Application for Payment will be submitted to at the Pre-Construction Conference.
- B. Submit one original of each Application for Payment to the CM. Application of Payment may also be emailed to the designated CM.
- C. Submit an updated construction schedule with each application for Payment to The Transit District.
- D. Payment Period: Submit Application to the CM no later than the 10th calendar day of each month for the Work completed during the preceding month. The CM may require that a preliminary draft of each Application for Payment be submitted several days prior to the due date in order to expedite the payment process. Submittal of an Application for Payment by the Contractor after the due date may result in payment being delayed until the next payment period.

1.06 PAYMENT TO CONTRACTOR

- A. Contract Sum

The Contract Sum is stated in Section 00 52 13, Solicitation, Acceptance and Award, Box 20, "Award Amount" and, including authorized adjustments, is the total amount payable by the Transit District to the contractor for performance of the Work under the terms and Conditions of the contract Documents.

- B. Update Construction Schedule

Each updated Construction Schedule will serve as the basis for progress payments and will be incorporated into the form of Application and Certificate for Payment as specified in this Section.

C. Application for Progress Payment

The Contractor shall submit to the CM for review, an application for Payment filled out and signed by contractor covering the Work completed as of the last day of the previous month.

D. Review of Application for Progress Payment

1. The CM will, within seven (7) working days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application for Payment to Contractor indicating in writing the CM's reason(s) for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for Payment with the CM's recommendation, the amount recommended, subject to the provisions of this section, Article 1.06.D.3, will become due and when due will be paid by Transit District to Contractor.
2. The CM's recommendation of any payment requested in an application for Payment will constitute a representation by the Transit District, based on the CM's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated. Also, to the best of the CM's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the contract Documents), and that the contractor is entitled to payment of the amount recommended. However, by recommending any such payment, the CM will not be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of Work beyond the responsibilities specifically assigned to the CM.
3. The CM may refuse to recommend the whole or partial payment if, in the CM's opinion, it would be incorrect to make such representations. The CM may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the CM's opinion to protect Transit District from loss because:
 - a. The Work is defective or the completed Work has been damaged requiring correction or replacement.
 - b. The Contract sum has been reduced by Change Order

- c. The Transit District has been required to correct the defective Work or to complete Work in accordance with the General Conditions, Section 00 72 13, Article 1.28, Transit District's Right to Carry out the Work.
 - d. The CM's actual knowledge of the occurrence of any of the events enumerated in Section 00 72 13, General Conditions Article 1.51, Termination for Convenience or Article 1.52, Termination for Default.
 - e. Submittals have not been approved by the Transit District for the installed Work
 - f. Contractor has not certified payment to subcontractors and suppliers as stated in this section, Article 1.06.E.5.
4. The Transit District may refuse to make payment of the full amount because claims have been made against the Transit District on account of the Contractor's performance, furnishing of the Work, or Liens having been filed in connection with the Work.
 5. The CM may refuse to recommend the whole or partial payment if the Contractor has failed to submit required schedule data.

E. Progress Payment

1. The Contractor shall accept the compensation as herein provided as full payment for furnishing all necessary materials, labor, tools, equipment and incidentals; and for performing all of the Work under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, (except as specified in the General Conditions, Section 00 72 13, Article 1.09 Time Extensions) or from any unforeseen difficulties which may be encountered during the prosecution of the Work, until its final acceptance by the Transit District.
2. The Contractor shall pay each Subcontractor, within ten (10) working days of receipt of payment from the Transit District. The amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractor in similar manner.
3. The Transit District shall have no obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

4. Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 2 and 3 of this Article, 1.06.E., Progress Payment.
5. The Contractor shall furnish the following certification with each Application for Payment including all partial waivers of lien from subcontractors and suppliers for previous payments, or current payment shall not be made.

I hereby certify, to the best of my knowledge and belief that:

- a. The amounts requested are only for performance of work completed to date in accordance with the terms and conditions of the Contract.
- b. All payments to subcontractors and suppliers for work completed have been made from previous payments received under the contract and within ten (10) working days, payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements
- c. This request for progress payment does not include any amounts which the Prime Contractor intends to withhold or retain from a subcontractor or Supplier or any amount which has been submitted to the Transit District as a claim, in accordance with the terms and conditions of the subcontract.

Name _____

Title _____

Date _____

F. Prompt Payment

1. The Contractor agrees to pay each subcontractor and supplier under this prime contract for satisfactory performance of its contract no later than ten (10) working days from the receipt of each payment the Contractor receives from the Transit District. Lower tier Subcontractors must pay each DBE Subcontractor, Regular Dealer and Broker no later than five (5) days after receipt of payment.
2. In general the Transit District will not withhold, for retainage purposes, a percentage of the Contractor's Applications for Payment during the progress of the work. However retainage may be initiated

during the Contract performance under circumstances detailed in Section 00 72 13 General Conditions.

G. Contractor's Warranty of Title

1. The Contractor warrants and guarantees that title to all of the Work (materials and equipment covered by any Application for Payment) whether incorporated in the Project or Not, will pass to the Transit District no later than the time of payment free and clear of all Liens.

1.07 PAYMENT FOR MATERIAL STORED ON/OFF SITE

- A. Payment of materials and equipment stored on or off site, but not yet incorporated into the Work, shall be conditioned by contractor compliance with procedures satisfactory to the Transit District to establish Transit District's title to such material and equipment, insurance to protect the Transit District's interest, storage in bonded warehouse, transportation to site for such material and equipment stored off-site.
- B. All materials and equipment must conform to the requirements of the contract document. However, advance payment for materials will not constitute acceptance, and any faulty material will be rejected, although advanced payment may have been made for same in previous invoices.
- C. Payment may be made for materials and equipment stored off-site, upon approval of the Transit District.

1.08 SUBSTANTIATING DATA

- A. When the Transit District requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide two copies of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.
- C. Submit certified payrolls as described in Section 00 73 43, Article 1.05.
- D. Before the final payment will be paid, the Contractor shall have filed with the Transit District written consent of the surety to payment of the final payment and a sworn affidavit that all claims against it by reason of the contract for labor, materials, supplies, rented equipment, equipment operating and maintenance costs, and damage claims have been fully paid or satisfactorily secured. In case such evidence is not furnished, the Transit District may retain, out of any amount due the Contractor, sums

sufficient to cover all unpaid claims. The filing of willfully false affidavits will disqualify a Contractor from bidding on future contracts.

- E. Monthly DBE Payment Progress Reports will be submitted using the CM's web-based software system. The system will be provided at no cost to the Contractor.

1.09 RETENTION

- A. In general, the Transit District will not withhold, for retainage purposes, a percentage of the Contractor's Applications for Payment during the progress of the work. However retainage may be initiated during the Contract performance under circumstances detailed in Section 00 72 13 General Conditions.

1.10 WAIVER OF LIENS

- A. The first payment will be made to Contractor without waivers of lien. Subsequent payment requests must be accompanied by partial waivers of lien from Contractor, and all subcontractors and suppliers for 100% of the amount paid to Contractor and each subcontractor/supplier on previous payment request. Partial lien waiver must be submitted with the pay application no later than thirty (30) days following the receipt of payment from the Transit District.
- B. Lien waivers shall be submitted on lien waiver form acceptable to Transit District for actual dollar amount paid.

1.11 DECISIONS TO WITHHOLD CERTIFICATIONS

- A. The CM may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Transit District, if in the CM's opinion the representations to the Transit District required by Article 1.06.D.2 of this section cannot be made. If the CM is unable to certify payment in the amount of the Application, the CM will notify the Contractor as provided in Article 1.06 of this section. If the Contractor and the CM cannot agree on a revised amount, the CM will promptly issue a Certificate for Payment for the amount for which the CM is able to make such representations. The CM may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the CM's opinion to protect the Transit District from loss because of:

1. Defective Work not remedied
2. Third party claims filed or reasonable evidence indicating probably filing of such claims
3. Failure of the contractor to make payments properly to any Subcontractor or Supplier for labor, materials or equipment
4. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum
5. Damage to the Transit District or another Contractor
6. Reasonable evidence that the Work will not be completed within the Contract time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay
7. Persistent failure to carry out the Work in accordance with the Contract Documents
8. Failure to update the progress schedules as required
9. Submittals have not been approved for the Installed Work, or
10. Failure to include DBE Payment Progress Reports

B. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 29 76

SECTION 01 31 01

PROJECT MANAGEMENT CONTROL SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1 Attention is directed to the CONTRACT and GENERAL CONDITIONS and all Sections within DIVISION 1 – GENERAL REQUIREMENTS, which are hereby made a part of this Section.

1.2 SUMMARY

- 1.2.1 Project Management Communications: The Construction Manager, Engineer, and Contractor shall use the Internet web-based project management communications tool, Autodesk Construction Cloud® software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
 - 1.2.1.1 Project management communications is available through Autodesk Construction Cloud® in the form and manner required by the St. Clair County Transit District.
 - 1.2.1.2 The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
- 1.2.3 Project Archive: Upon project completion, all related documents can be downloaded and reports can be exported into Excel format at no charge. The downloaded information will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained.
- 1.2.5 Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

- 1.2.6 Purpose: The intent of using Autodesk Construction Cloud® is to improve project work efforts by promoting timely initial communications and responses and to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
- 1.2.7 Authorized Users: Access to the web site will be by individuals who are granted authorization through the Construction Manager administrators. There will be no license fees or costs for access.
- 1.2.9 Communications: The use of fax, email and courier communication for this project is discouraged in favor of using Autodesk Construction Cloud® to send messages. Communication functions are as follows:
 - 1.2.9.1 Document Integrity and Revisions:
 - 1.2.9.1.1 Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
 - 1.2.9.1.2 The system shall make it easy to identify revised or superseded documents and their predecessors.
 - 1.2.9.1.3 Server or Client-side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
 - 1.2.9.2 Document Security:
 - 1.2.9.2.1 The system shall provide a method for communication of documents. Documents shall allow secure group assignment to respect the contractual party's communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!
 - 1.2.9.3 Document Integration:
 - 1.2.9.3.1 Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.

1.2.9.4 Reporting:

- 1.2.9.4.1 The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.

1.2.9.5 Notifications and Distribution:

- 1.2.9.5.1 Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

1.2.9.6 Required Document Types:

- 1.2.9.6.1 RFI, Request for Information response.
- 1.2.9.6.2 Submittals review, including record numbering by drawing and specification section.
- 1.2.9.6.3 Transmittals, including record of documents and materials delivered in hard copy.
- 1.2.9.6.4 Meeting Minutes.
- 1.2.9.6.5 Review Comments.
- 1.2.9.6.6 A/E Field Observation Reports.
- 1.2.9.6.7 Payment Application Review
- 1.2.9.6.8 Construction Photographs.
- 1.2.9.6.9 Drawings.
- 1.2.9.6.10 Supplemental Sketches.
- 1.2.9.6.11 Schedules.
- 1.2.9.6.12 Specifications.
- 1.2.9.6.13 Punch list
- 1.2.9.6.13 Commissioning Issues
- 1.2.9.6.14 CIP Inspection Reports
- 1.2.9.6.15 Proposal Request, Proposed Change and Supplemental Instructions

- 1.2.10 Record Keeping: The contractor shall endeavor to electronically submit all documents via the Autodesk Construction Cloud data base. St. Clair County Transit District recognizes there are some exceptions to this directive (e.g., paper documents which require original signatures).

- 1.2.10.1 The St. Clair County Transit District and their representatives, the Construction Manager and their representatives, the Engineer and their subconsultants, and the Contractor and their subcontractors and suppliers at every tier shall respond to documents received in electronic form on the web site and consider them as if received in paper document form.

- 1.2.10.2 The St. Clair County Transit District and their representatives, the Construction Manager and their representatives, the Engineer, and the Contractor reserve the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
- 1.2.10.3 The St. Clair County Transit District and their representatives, the Construction Manager and their representatives, the Engineer, and the Contractor reserve the right to and shall copy any paper document into electronic form and make same available on the web site.
- 1.2.10.4 The following are some but not all of the paper documents which require original signature:
Contract
Change Orders
Application & Certificates for Payment
- 1.2.11 Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the St. Clair County Transit District and their representatives, the Construction Manager and their representatives, the Engineer, and the Contractor shall be responsible for the following:
- 1.2.11.1 Providing suitable computer systems for each user at the users normal work location¹ with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
- 1.2.11.2 Each of the above referenced computer systems shall have the following minimum system and software requirements:
- 1.2.11.2.1 Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)

Operating System: Windows XP or newer
Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
Minimum Recommend Connection Speed: 256K or above
Processor Speed: 1 Gigahertz and above
RAM: 512 mb
- 1.2.11.2.2 Operating system and software shall be properly licensed. Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.

¹ The normal work location is the place where the user is assigned for more than one-half of their time working on this project.

Adobe Acrobat Reader (current version is a free distribution for download).

Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 31 01

SECTION 01 31 19

PROJECT MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Coordination
- 1.04 Pre-Construction/Pre-Installation Conference
- 1.05 Project Progress Meetings
- 1.06 Employee Safety Meetings

1.02 RELATED SECTIONS

- A. Section 00 52 13 – Solicitation Acceptance and Award
- B. Section 01 35 23 – Owner Safety Requirements Outside Metro Operating Right-of-Way
- C. Section 01 35 23.13 – Project Safety Requirements

1.03 COORDINATION

- A. Coordination of Work between Contractors and use of Transit District and MetroLink facilities shall be arranged through the CM.
- B. Coordinate scheduling, submittals, and the Work of the various Sections of the Contract Document to assure efficient and orderly sequence of installation of interdependent construction elements.
- C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements and installation of mechanical and electrical Work, which are indicated diagrammatically on drawings. Follow routing show for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations for maintenance and for repairs.
- E. In finished areas, except as otherwise indicated, conceal pipes, ducts and wiring with the construction. Coordinate locations of fixtures and outlets with finish elements and all system's elements.

1.04 PRE-CONSTRUCTION/PRE-INSTALLATION CONFERENCE

- A. Within fifteen (15) working days after the date of Notice of Intent of Award, prior to Notice to Proceed and before Contractor starts Work at the site, the CM and the Transit District will schedule and hold a conference. Discussions will entail schedules, procedures for handling shop drawings and other submittals and for processing applications for payment, and establish a working understanding among the parties as to the nature and planned progress of the Work.
- B. In conjunction with the Transit District, the CM will schedule and conduct the conference.
- C. Attendance Required: The Transit District, the CM, the Contractor, and other applicable stakeholders.
- D. Items for discussion shall include, but not necessarily be limited to, the following sample agenda:
 - 1. Distribution of Contract Documents (Transit District and CM)
 - 3. Designation of personnel representing the parties in Contract (Transit District, CM, and Contractor)
 - 4. Overview of Contract (CM)
 - 2. Submission of list of Subcontractors & products, Schedule of Values, progress schedule and performance & payment bonds (Contractor)
 - 6. Identification of Contractor Superintendent (Contractor)
 - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposed change requests, change orders and contract closeout procedures (CM)
 - 7. Contractor Quality Control Plan (Contractor)
 - 8. Contractor's Safety Program Submittal (Contractor)
 - 9. Open Discussion

- B. The CM will record minutes and distribute copies of those in attendance.

1.05 PROJECT PROGRESS MEETINGS

- C. The CM will schedule and administer weekly meetings throughout progress of the Work.
- D. The CM will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes and distribute copies to Contractor, participants and those affected by decisions made.

C. Attendance Required: The CM, Contractor's superintendent, and any other parties the CM deems necessary as appropriate to agenda topics for each meeting.

D. Sample Agenda

1. Review minutes of previous meetings
2. Safety Issues
3. Review progress of Work
4. Field observations, problems, and decisions
5. Identification of problems which impede planned progress
6. Review of submittals schedule and status of submittals
7. Review of off-site fabrication and delivery schedules
8. Maintenance of progress schedule
9. Corrective measures to regain projected schedules
10. Planned progress during succeeding Work period
11. Projected major equipment installation
12. Coordination of projected progress
13. Maintenance of quality and work standards
14. Effect of proposed changes on progress schedule and coordination
15. Other business relating to Work
16. Review of Quality Control Plan

1.06 EMPLOYEE SAFETY MEETINGS

Employee safety meetings shall be in accordance with Section 01 35 23 – Owner Safety Requirements.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 31 19

SECTION 01 32 16.13

NETWORK ANALYSIS SCHEDULES

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Overview
- 1.04 References
- 1.05 Schedule Quality Control
- 1.06 Format
- 1.07 Schedules
- 1.08 Submittals
- 1.09 Review and Evaluation
- 1.10 Updating Schedules
- 1.11 Distribution
- 1.12 Periodic Progress Payments

1.02 RELATED SECTIONS

- A. Section 00 41 00 – Bid Form
- B. Section 00 72 13 – General Conditions
- C. Section 00 73 05 – Certificates and other Forms
- D. Section 01 29 76 – Progress Payment Procedures
- E. Section 01 33 01 – Submittal Procedures
- F. Section 01 31 01 – Project Management Control Systems
- G. Section 01 45 16 – Field Quality Control Procedures

1.03 OVERVIEW

- A. The Work specified in this section includes the planning, scheduling and reporting of the construction activities anticipated and performed by the Contractor. Schedule shall be based upon milestone dates shown in Section 00 41 00, Paragraph 3.1, "Milestones", and associated construction activities required to achieve said milestones.
- B. Due to the necessity of meeting various milestone dates and of interfacing the Work with that of numerous other contractors, governmental, private and public entities, time is of the essence and strict adherence to the following scheduling requirements is essential.

- C. The scheduling of Work activities is the responsibility of the Contractor and the Contractor's management personnel shall actively participate in its development.
- D. The Project Construction Schedule is required to assure adequate planning and coordination of the Work with the Work of others, to provide a means of measuring the progress of the Work; to assist in appraising the reasonableness of the proposed Schedule, to aid in evaluating the progress of the Work, to assist in the evaluation of extension requests and to support applications for payment.

1.04 REFERENCES (Leave blank at this time)

1.05 SCHEDULE QUALITY CONTROL

A. Contractor's Scheduler:

- 1. The Contractor's Scheduler shall be totally familiar with Project requirements and the Contractor's construction philosophy.
- 2. The Scheduler shall have the authority to make scheduling decisions with regard to available resources, constraints, relationships and durations.
- 3. The Scheduler shall be available to address all Schedule-related matters.
- 4. The Scheduler shall have the ability to send and receive Primavera P6 files and communicate with the Construction Manager's Scheduler via electronic mail.
- 5. The Scheduler shall be located in the Contractor's local office and available for analysis of the project status and construction issues.

B. Scheduler's Qualification

- 1. The Contractor shall designate a Project Scheduler and submit his/her resume describing a minimum of five years of Scheduling experience on construction work of a complexity comparable to this Contract.
- 2. The project Scheduler's resume shall be submitted to the CM no later than 10 days after Notice of Intent to Award.

C. Approval:

Approval of any Schedule or Schedule related document or material shall not relieve the Contractor of the obligation of diligently managing the Project to assure meeting all target and completion dates, nor from constantly monitoring progress and properly updating the Schedule and related reports.

1.06 FORMAT

A. General:

1. Computer Scheduling Facilities: Contractor shall ensure that adequate scheduling resources are available to allow production of required data files and graphic reports within 48 hours of each routine status update.
2. The Schedule shall be used in accordance with accepted practices and the Scheduling references described herein, insofar as they pertain to Precedence format.
3. Durations shall be in work days and results printed in calendar-date format. Holidays or other non-work days shall be omitted from any schedule calculations.
4. Schedule shall reflect weather delays normally anticipated for the area and season and the number of days should be noted in the Schedule Baseline.
5. Any calendars that have 3 or more consecutive non-work days (other than in conjunction with weekends and holidays), or more than 10 non-work days in a single month will be specially noted for review. Activities scheduled on such calendars must be specially noted in monthly narratives.
6. Complete sequence of Contract operation shall be represented by individual activities for submittals, approvals, procurement and delivery of significant equipment and materials, construction, installation, inspections and testing, and interfaces representing the work of others either impacting this Work, or impacted by this Work.
7. The critical path is to be distinctly shown as the longest path in the Schedule Baseline and exclude continuous level of effort activities.
8. Negative lag is not allowed in the schedule logic.

9. Any change in logic from the Baseline Schedule must be submitted and explained in the monthly narratives.

B. Network Logic Diagrams:

1. Network Logic diagrams shall be computer generated.
2. Scale and spacing shall be such as to provide legibility with space to allow for notations and interim revisions.
3. Detail: Network Logic diagrams shall illustrate the order and interdependence of activities and sequence of the Work. At a minimum, each activity shall reflect ID Number, Description, Duration, and all Predecessor and Successor Relationships. Relationships to activities appearing on other sheets shall be identified by a distinct symbol or pattern, sheet number, and activity ID Number.

C. Tabular Reports:

Tabular Reports of Project Schedules shall be produced on 11" x 17" with data arranged and sorted as required.

D. Graphic Reports:

Bar Charts, Histograms, and Curves and Line Charts shall be produced on (11" x 17") sheets.

1.07 SCHEDULES

A. Preliminary Construction Schedule:

1. Within 14 calendar days after the date of the Notice of Intent to Award and before commencing any work, the Contractor shall prepare and submit for approval a preliminary Network Logic Diagram and dated schedule for the first 60 calendar days of work. Schedule to include submittals, approvals, fabrication, and deliveries of major items.
2. A narrative description of the Contractor's overall project philosophy and construction plan shall be included with this schedule. The narrative shall explain special calendars and non-work periods, as well as explain how activities are scheduled to accommodate expected weather patterns. The narrative shall also include an analysis of the Critical Path activities and detail any external risks associated with those activities (such as lead times or coordination with other contractors). The narrative shall also discuss risks associated with all activities that have 3 days or less of total float. The narrative shall also

explain early completion, if proposed, and detail any coordination with other entities.

B. Construction Schedule:

1. Within 14 calendar days of the approval of Preliminary Construction Schedule, the Contractor shall submit for review and approval a detailed and complete Schedule Baseline Diagram including the following:
 - a. Network Logic Diagram (GANTT chart)
 - b. Electronic files containing all schedule data backed up from PC scheduling
2. Upon approval by the CM, this Schedule is to be preserved and identified as the Schedule Baseline.
3. Early Completion of Work: If the Contractor intends to finish the contract earlier than the required completion date, the Contractor must obtain approval from the CM in writing, and coordinate such early completion. This must be shown in the Schedule Baseline. The written notification to finish early shall:
 - a. identify those activities that have been selected;
 - b. identify those activities that are scheduled parallel to support the “early” completion

In the event of a delay to the approved early completion date the Contractor will not be entitled to any compensation, claims or extension of overheads until after the contractual (non-early) completion date is passed.

C. Status Updates:

1. On a regular date to be determined by the CM (see Article 1.08), a complete Status Update shall be performed each month. Within two working days of the predetermined period end date, the following shall be delivered for review and approval:
 - a. Updated Network Logic Diagram (if there are any logic changes).
 - b. Percent complete of each task.
 - c. Submit the updated schedule data files containing all current schedule data.
 - d. Written narrative report on the overall status of the project for the period. The report shall contain an explanation of any delays or

slippages, and a plan of corrective action proposed for correcting the status of any activities having negative float, and for any activities having a float less than ten days that have slipped since the previous Update. The narrative report shall also explain any changes to logic, changes in activity calendars or milestone constraints. The narrative shall explain any changes or updates to external and internal risks to critical path activities, as well as to activities that are critical to other contractors or entities.

- e. A Schedule recovery plan for all activities that reflect negative float must be submitted within 14 days of notification to the CM that negative float exists in any schedule progress update.

D. Weekly Progress Meeting Schedule:

On a weekly basis, prepare a three-week look ahead and one week look back schedule that will be used by the Contractor to report project progress and concerns to the CM.

The schedule shall include activity name, activity description, early dates, late dates, actual dates, percent complete.

E. Special Updates:

In addition to regular weekly and monthly updates, special intermediate updates, including items a and e, described in section C.1 above, may be required when:

- a. Previously submitted update is deemed to be unacceptable (i.e. out of sequence progress; the CM may direct changes in schedule logic to be made to correct all out of sequence Work).
- b. Unforeseen circumstances arise that appear to adversely impact an otherwise acceptable schedule. The nature or responsibility of the circumstance will not relieve the Contractor of this requirement.
- c. Persistent and repetitive schedule submittals containing negative float.
- d. Any significant changes or information regarding risks to critical path activities, as well as to activities that are critical to other contractors or entities must also be reported in a special update, and recorded in the monthly narrative report.

1.08 SUBMITTALS

- A. Schedule updates are due to the CM two working days after the last day of the month. The CM's staff will determine the status data dates for the entire project. The backed-up schedule file should be emailed to the CM

at the same time hard copies are being delivered to the CM for pencil copy review.

- B. Each Contractor must schedule and update its work in a consistent and regular manner such that the schedules of the various Contractors can be effectively integrated, summarized, and evaluated by the CM.
- C. All Schedule material submitted shall truly reflect the Contractor's current project philosophy with regard to activity identification, durations, and values and be signed by an Officer of the Company. All target, completion and milestone dates generated must be acceptable to the CM, who reserves the right to reject any schedule or report that fails to reflect timely completion of the Project, or any Intermediate Milestone, or otherwise indicates unrealistic performance. Unless specifically directed otherwise, each submittal shall include:
 - 1. Network logic diagram (GANTT Chart) – PDF format.
 - 2. Electronic file schedule program file submission.

1.09 REVIEW AND EVALUATION

- A. Any Schedule failing to demonstrate a reasonable means of achieving completion and any interim target dates, or that otherwise indicates unrealistic performance will be rejected by the CM, and a revised schedule will be required.
- B. Available float belongs to the contractor.

1.10 UPDATING SCHEDULES

- A. The Contractor shall maintain Schedules to accurately reflect anticipated logic and duration changes. The Contractor shall record actual start and finish dates, percentages of completion, remaining durations, and value earned.
- B. Any approved Change Order shall be adequately reflected in the next regular update and shall include as applicable new or revised activities, relationships, durations.
- C. The Contractor shall indicate progress of each activity reflected as of the designated data date for each update.
- D. The Contractor shall submit new schedules plots or drawings when additions or changes to logic relationships are made.

- E. The Contractor shall indicate changes required to maintain date of contractual completion, or any Intermediate Milestones.
- F. The Contractor shall provide narrative reports to identify and explain problem areas, anticipated delays, activities out of sequence and any activity with Total Float less than zero. The Contractor shall report corrective action proposed, or taken, and its effect upon the schedule for this work and upon the work of others.

1.11 DISTRIBUTION

- A. Preliminary Construction Schedule (14 Day): Submit electronic file copy of the Preliminary Construction Schedule to the CM.
- B. Construction Schedule and Updates: Submit electronic file copies per 1.08 above.

1.12 PERIODIC PROGRESS PAYMENTS

Progress Payment will be withheld until the Construction Schedule has been approved by the CM. Failure to deliver revisions, subsequent Submittals or Updates in a timely manner or failure to adequately reflect currently known conditions in updates will result in suspension of subsequent Progress Payments until the matter is satisfactorily corrected.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 32 16.13

SECTION 01 33 01

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Definitions
- 1.04 Contractor's Responsibilities
- 1.05 Professional Certification
- 1.06 Submittal Procedures
- 1.07 Construction Schedules
- 1.08 Schedule of Values
- 1.09 Proposed Products List
- 1.10 Product Data From Manufacturers
- 1.11 Shop Drawings
- 1.12 Manufacturers Certificates

1.02 RELATED SECTIONS

- A. Section 01 32 16.13 – Network Analysis Schedules
- B. Section 01 25 13 – Product Substitutions Procedures
- C. Section 01 77 19 – Closeout Requirements
- D. Section 01 78 39 – Project Record Documents
- E. Volume II – Technical Specifications

1.03 DEFINITIONS

- A. Submittals include shop drawings, product data and samples.
- B. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor, Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portions of the Work.
- C. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information submitted by the Contractor to illustrate materials or equipment for some portion of the Work.
- D. Samples are physical examples which illustrate materials, equipment and workmanship utilized to establish standards by which the Work will be judged.

- E. Submittals are not Contract Documents. The purpose of the submittal is to demonstrate for those portions of the Work for which submittals are required, the method the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Submittals shall be made to the CM for review, subject to the limitations of this Section.
- F. The CM will review and approve or take other appropriate action upon the Contractor's submittals only for the limited purpose of verifying for conformance with information given and the design concept expressed in the Contract Documents. The review process will be completed within twenty one (21) calendar days of receipt of the submittal. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The review of the Contractor's submittals shall not relieve the Contractor of the obligations under Section 00 72 13, General Conditions, Article 1.41, Materials, Workers & Workmanship. The review will not constitute approval of safety precautions or unless otherwise specifically stated, of any construction means, methods, techniques, sequences or procedures. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- G. Informational submittals upon which the CM is not expected to take responsive action, should be so identified in the Contract Documents.

1.04 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall review, approve and submit to the CM, all submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Transit District or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.
- B. The Contractor shall perform no portion of the Work requiring submittal and review of submittals until the respective submittal has been approved by the CM. Such work shall be in accordance with approved submittals.
- C. By approving and submitting submittals, the Contractor represents that it has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- D. The Contractor is not relieved of responsibility for deviations from requirements of the Contract Documents by the CM's approval of submittals unless the Contractor has specifically informed the CM in writing of such deviation at the time of submittal and the CM has given written approval to the specific deviation. The Contractor is not relieved of responsibility for errors or omissions in submittals by the CM's approval.
- E. The Contractor shall direct specific attention in writing or on resubmitted submittals to revisions other than those requested by the CM on previous submittals.
- F. Within fifteen (15) calendar days of Notice to Proceed, provide to the CM, a schedule of all submittal dates. The schedule of submittal dates shall indicate the dates all reviewed submittals will be required from the CM. Revise and update schedule monthly, indicate the resubmittals required and approved submittals, and submit as part of each application for payment.

1.05 PROFESSIONAL CERTIFICATION

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the CM shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

1.06 SUBMITTAL PROCEDURES

- A. Transmit each submittal with the CM's acceptance form.
- B. Sequentially number the transmittal forms. Affix an alphabetic suffix to the original number on all resubmittals, the suffix on the first resubmittal being "a".
- C. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number(s) and specification section and article numbers and paragraph and subparagraph, as appropriate.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Work and deliver to CM. Coordinate submission of related items.

- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor's and CM's review stamps typically in the lower right hand quadrant of the document.
- H. Revise and resubmit submittals as required. Starting with the second resubmittal, all changes made since the original submittal shall be indicated in a chronological list.
- I. Distribute copies of reviewed submittals to appropriate parties. Instruct parties to promptly report any inability to comply with provisions.

1.07 CONSTRUCTION SCHEDULES

See Section 01 32 16.13

1.08 SCHEDULE OF VALUES

- A. Submit for approval, within ten (10) calendar days after date of Notice of Intent to Award. Applications for payment will not be accepted until the Schedule of Values has been submitted and approved by the Transit District.
- B. Include within each line item a directly proportional amount of contractor's overhead and profit.
- C. Revise schedule to list approved Change Orders with each Application for Payment.
- D. See Section 01 29 76, Article 1.03 for format of Schedule of Values.

1.09 PROPOSED PRODUCTS LIST

- A. Within fifteen (15) calendar days after the date of Notice to Proceed, submit to the CM a complete list of major products proposed for use, with name of manufacturer, trade name, model number and other pertinent information for each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, reference standards and performance test data.
- C. Tabulate products by specification section number and title.

1.10 PRODUCT DATA FROM MANUFACTURERS

- A. Submit seven copies, two required by Contractor plus five copies which will be retained by the CM and Transit District.
- B. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Section 01 33 01, Article 1.06, Submittal Procedures and provide copies for Record Documents described in section 01 78 39, Project Record Documents.

1.11 SHOP DRAWINGS

- A. Submit five opaque copies which will be retained by the Transit District.
- B. After review, reproduce and distribute them in accordance with Article 1.06, Submittal Procedures above and for Record Documents described in Section 01 77 19, Closeout Requirements.

1.12 MANUFACTURER'S CERTIFICATES

- A. When required in individual specification sections, submit manufacturer's certificates to CM for review in quantities specified for Product Data.
- B. Indicate if material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to the CM.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 33 01

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.01 SECTION INCLUDES

Contractor shall submit shop drawings, product data, and samples as directed by the project plans and specifications.

Shop drawings, product data, and samples shall be submitted in accordance with the directives in Section 01 33 01 – Submittal Procedures.

1.02 RELATED SECTIONS

A. Section 00 33 01 – Submittal Procedures

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 33 23

SECTION 01 35 23 OWNER SAFETY REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

This section includes specifications for temporary controls to be exercised by the Contractor during the construction period, including safety requirements, maintenance of St. Clair County Transit District and Bi-State Development facilities, identification of employees, protection of work and adjacent property.

1.02 GENERAL

- A. Applicable requirements of “Conditions of Contract” and Section 00 72 13 – General Conditions, Article 1.34, Safety and Protection, apply to work specified in this section.

1.03 SECTION INCLUDES

- 1.05 Contractor’s Safety Requirements
- 1.06 Contractor’s Safety Program
- 1.07 Safety Procedures
- 1.08 Employee Safety Meetings
- 1.09 Accident and Incident Reporting
- 1.10 Project Equipment and Vehicles
- 1.11 Weekly Progress Meetings
- 1.12 Mutual Cooperation
- 1.13 Safety Directives
- 1.14 Hazardous Substances/MSDS
- 1.15 Drug Testing Site
- 1.16 BSDA Standard Operating Procedures
- 1.17 Protection of Work and Adjacent Property

1.04 RELATED SECTIONS

Section 00 72 13 – General Conditions
Section 01 31 19 – Project Meetings
Section 01 33 01 – Submittal Procedures
Section 01 50 01 – Temporary Controls

1.05 CONTRACTOR'S SAFETY REQUIREMENTS

- A. Contractor shall comply with, and shall require his subcontractors to comply, with all applicable local, state and federal safety and health regulations in the performance of the Work. Each Contractor shall enforce proper safe working practices by its own employees and the employees of its subcontractors.
- B. It is the duty and responsibility of the Contractor to provide for the instruction and training of each of its employees in the safe performance of the Work, and it is the duty of the Contractor to ensure that its subcontractors' employees are properly instructed in the safe performance of the Work. It is the further duty and responsibility of the Contractor and subcontractor to provide tools and equipment that comply with all applicable local, state and federal safety standards.
- C. In order that the Work/Operations will be completed with the greatest degree of safety, the Contractor and Subcontractors are expected in their operations to follow, at a minimum, these safety practices:
 - 1. To comply with all laws, ordinances and regulations relating to safety, including the Occupational Safety and Health Act of 1970, as that Act has or may be amended, and generally accepted good safety practices.
 - 2. To perform their work/operations in a proper and safe manner, and in compliance with all St. Clair County Transit District, Bi-State Development and CM safety rules, regulations, and procedures.
 - 3. To cooperate with and comply with any recommendations made by the Project Safety Coordinator.
 - 4. Pre-job planning relative to controls for all construction safety and health hazards is required. This planning shall be in the form of a Job Safety Analysis (JSA), which must be submitted to the Project Safety Coordinator before the start of work.
 - 5. Maintain excellent housekeeping throughout all areas of involvement, on a daily basis, minimum, in order to prevent work hindrance, slowdown and hazards.
 - 6. Provide and require that all employees use proper personal protective equipment and devices when on the job.
 - 7. Direct all employees to dress at least in the minimum required appropriate attire and adhere to published safety rules and job procedures.
 - 8. Report all accidents/incidents to the Project Safety Coordinator IMMEDIATELY, and using the appropriate forms, submit a thorough and detailed investigation of each accident/incident to the Project Safety Coordinator.
 - 9. Comply with all governmental accident reporting and record keeping requirements.

10. Require employee participation in toolbox safety meetings, special training sessions, and the New Employee Orientation Program.
 11. The Contractor shall designate a full time, qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Contractor shall submit the name and resume of the Safety Representative for approval by the CM within ten (10) working days after Notice of Intent to Award. Qualifications and experience for this position shall include, at a minimum, a current 30-hour construction safety certification, current job-specific competent person ratings and at least six months of construction safety experience that is documented and reviewed by the CM prior to commencement of work. The contractor safety representative will be accountable for the following:
 - a. Weekly safety inspection of all areas temporarily or permanently occupied (by the contractor). These inspections must be formal, with reports to the Project Safety Coordinator.
 - b. Participate in the Project Safety Meetings.
 - c. Participation in special investigations, hazard studies, preplanning for job hazards and follow-up for control of hazards as may be required to comply with this contract.
 - d. Performance of, or participation in, toolbox safety meetings for the Contractor's employees. Written confirmation of every such meeting must be routed to the Project Safety Coordinator.
 - e. Review of all supervisory accident/incident investigation reports for quality and completion before forwarding to the Project Safety Coordinator.
- The contractor will require that all subcontractors designate a qualified company representative whose duties shall be to oversee site safety. This can be incorporated into their other duties but require, at a minimum, a current 10-hour construction safety certification and current job-specific competent person ratings.
12. Provide the Project Safety Coordinator with the name and telephone number(s) of the Contractor's home office Safety Director (or other responsible Management person).
 13. Require supervisors to ensure the best safety conditions for any job setup.
 14. Require supervisors to correct all unsafe acts and conditions immediately.
 15. Require supervisors to perform daily informal safety inspections of work areas, tools and equipment.
 16. Require supervisors to conduct or participate in the required weekly toolbox meetings in cooperation with the safety representative.
 17. Require supervisors to be familiar with the requirements of the fire protection, severe weather, evacuation, and other emergency plans. Further, supervisors must be prepared to have employees react as necessary in response to an alert or other implementation of these plans.

18. Ensure that at least one Contractor employee with current acceptable first aid training be on site during all working hours, normal or special, and further, that all of the Contractor's employees know who these individuals are.
19. Designate, in all appropriate instances, a "Competent Person" as required by the OSHA Standards. A list of the Contractor's designated "Competent Person(s)" shall be provided to the Project Safety Coordinator prior to the start of work, or when a specific "Competent Person" is changed.
20. Develop safety procedures for all visitors.
21. Develop a severe weather warning system and job-site evacuation plan.
22. Develop and provide a New Employee Orientation Program for all site employees, to be conducted by the Contractor.

1.06 CONTRACTOR'S SAFETY PROGRAM

The Contractor shall, prior to commencing Work on the site, submit to the CM for review and approval, three copies of a detailed Safety and Health Plan. This plan shall meet and exceed all requirements of Bi-State Development's Construction Safety, Health and Loss Control Plan, and all-applicable OSHA, ANSI, NFPA, etc., standards and regulations that apply at this project.

- A. The program shall include copies of the appropriate forms the Contractor will use for Safety Inspections, toolbox talks, Competent Person Inspections, Safety Violation Notices, and other appropriate submittals relating to safety on this project.
- B. A signed copy of the Safety Program shall be kept on site and available at all times. The Contractor shall submit, on behalf of any subcontractors prior to the subcontractor commencing Work on the site, the subcontractor's written endorsement and acceptance of the Contractor's safety procedures and program.
- C. The Contractor's written procedures and program shall address, but not be limited to, the following items affecting employee safety:
 1. Administration of safety program
 2. Chemical and fuel handling
 3. Work in confined spaces
 4. Demolition work (if applicable)
 5. Drug and alcohol usage
 6. Electrical tools and lighting
 7. Excavation and shoring
 8. Fall protection
 9. Stairs and ladders
 10. Scaffolds and staging
 11. Fire protection

12. Hoisting and lifting
13. Housekeeping
14. Noise control
15. Personal protective gear
16. First aid medical treatment
17. Sanitary facilities
18. Security
19. Signs, posters, signals
20. Temporary heating
21. Employee training
22. Unsafe practices
23. Hazard Communications
24. Recording/Reporting Incidents and Injuries
25. Emergency Action Plans
26. Work in proximity to overhead energized high voltage lines, if applicable

- D. The Contractor may be required to prepare and submit a site specific Job Hazard Analysis (JHA) in addition to the submitted Health and Safety Program Plan.

1.07 SAFETY PROCEDURES

- A. Prior to commencing Work, Contractor and its Subcontractor(s) shall meet with the CM, or its designee, and the Project Safety Coordinator to review and agree to the following:
1. Safety procedures at the Project site.
 2. Safety orientation and meetings for employees
 3. Record keeping requirements by the Contractor and its Subcontractors
 4. Procedures for addressing employee complaints and discipline
 5. Lost time injury reports
 6. Sanitation and water supply systems
 7. Tagging and lockout system procedures
 8. Equipment utilization and restrictions
 9. Project security and access

1.08 EMPLOYEE SAFETY MEETINGS

- A. Contractor and its Subcontractors shall comply with OSHA ACT 1926.21 requirements that state, “each employer shall instruct each employee in the recognition, prevention and avoidance of unsafe conditions and the regulations applicable to its work environment.” Each employee that works on the project shall attend a safety orientation course conducted by the Contractor and its Subcontractors.

- B. Contractor shall conduct routine safety meetings with its employees and its Subcontractors' employees. These safety meetings shall, at a minimum, occur weekly. The Contractor shall furnish to the CM and the Project Safety Coordinator documentation of each safety meeting including date, topics discussed, list of attendance of the Contractor and Subcontractor employees and the names of individual(s) presiding at the meeting.

1.09 ACCIDENT AND INCIDENT REPORTING

- A. In the event of an injury to an employee of the Contractor or its Subcontractor(s) requiring treatment in addition to first aid, the employer shall furnish to the CM and the Project Safety Coordinator the "First Report of Injury" and a Foreman's Accident Report within 24 hours after the injury occurrence.
- B. In the event of an accident involving property damage or injury to a person who is not an employee of the Contractor or its Subcontractor(s), the Contractor shall immediately notify the CM and Project Safety Coordinator and submit a Foreman's Accident Report to the CM and the Project Safety Coordinator within 24 hours after the occurrence.
- C. In the event the Contractor's Superintendent, or other individual designated by the Contractor shall witness or be made aware of any unsafe act or practice by another contractor, immediately notify the Project Safety Coordinator and CM and confirm the notification within 24 hours after the notification.

1.10 PROJECT EQUIPMENT AND VEHICLES

- A. Contractor or its Subcontractor(s) shall supply proper equipment for the Work and shall take the necessary precautions for safe operation of equipment, shall maintain equipment according to current regulations and manufacturer specifications, and shall accept full responsibility to ensure that necessary safety equipment is supplied and used as required for the Work. Contractor agrees not to permit any worker on the site who fails or refuses to use the provided safety equipment.

1.11 WEEKLY PROGRESS MEETINGS

- A. The Contractor's Superintendent, or other individual designated by the Contractor shall attend the Weekly Progress Meetings as stated in Section 01 31 19, Project Meetings.

1.12 MUTUAL COOPERATION

- A. Contractor shall cooperate fully with the CM, St. Clair County Transit District, Bi-State Development and other contractors to ensure a safe and sanitary work place. The CM may, as it deems appropriate, schedule special meetings with Contractor and its subcontractors individually or jointly to address general or specific safety issues or concerns involved in the Work. Contractor shall attend such meetings when requested by the CM, and shall have those employees or Subcontractors directly involved in the Work in attendance if so requested.

1.13 SAFETY DIRECTIVES

- A. Contractor shall at all times perform the Work in a safe manner. In the event that the Contractor, its employees or its subcontractors' employees, perform work in an unsafe manner, the CM in concurrence with one Transit District Managing Director may direct that the Work be stopped until the Contractor implements the appropriate safety measures. Any failure of the Contractor, or its Subcontractors, to comply with the CM's directions in safety related matters shall be cause for an immediate suspension of the Work in accordance with Section 00 72 13, Article 1.48, Temporary Suspension of Work of the General Conditions and removal of the Contractor's or its Subcontractor's employees in accordance with Section 00 72 13, Article 1.37, Contractor Superintendent and Contractor Project Manager, of the Contract General Conditions.

1.14 HAZARDOUS SUBSTANCES/MSDS

- A. Contractor shall maintain a copy of its Written Hazard Communication Program, including chemical inventory lists, Material Safety Data Sheets (MSDSs), as required by 29 CFR 1910.1200, and copies of all OSHA required formal programs, at the job site during all work hours. Contractor will notify the Project Safety Coordinator, in writing, as to the location of these items and the name(s) of the person(s) responsible for maintaining them
- B. Material Safety Data Sheets (MSDSs) shall be submitted to the CM and to the Project Safety Coordinator for all chemicals, products, materials, etc. to be used on the project prior to their delivery to the site. Mark all submitted sheets with the Project Title and Contractor's name, contact person and telephone number. Assure on-site storage conditions are legally provided and maintained and that any discarded chemicals are disposed of in accordance with all State of Missouri and local rules, regulations and ordinances.

1.15 DRUG TESTING SITE

- A. St. Clair County Transit District has declared the job site to be a drug-testing site for all employees working on the site. The use, possession, or being under the influence of drugs or alcohol while on St. Clair County Transit District or Bi-State Development property is forbidden. Any person violating this rule will be immediately removed from the project at the discretion of the CM.
- B. Pre-employment testing and fitness for duty assessment testing (e.g. post accident, post injury, observed behavior/for cause) is required. The costs associated with the testing are to be included in Contractor's price for the work under this contract.
- C. Refer also to Section 00 72 13, Article 1.62 Drug and Alcohol Testing.

1.16 BI-STATE DEVELOPMENT STANDARD OPERATING PROCEDURES

- A. The Contractor shall be responsible for complying with the requirements of Bi-State Development's Construction Safety, Health & Loss Control Plan.

1.17 PROTECTION OF WORK AND ADJACENT PROPERTY

- A. Public Utilities: The terms public utility or public utilities used in this article shall be construed to include those publicly and privately owned. Within the Contract Site, there are public utility facilities, and notwithstanding any other clause or clauses of this Contract, the Contractor shall not proceed with its work until it has made diligent inquiry at the office of the CM, the utility companies and municipal authorities or other owners to determine their exact location. The Contractor shall notify, in writing, the utility companies, municipalities, or other owners involved, of the nature and scope of its operations that may affect their facilities and operations. Two copies of such notice shall be transmitted simultaneously to the CM.

It shall be the responsibility of the Contractor to locate and protect all utilities from damage. Project drawings may indicate the location of existing cables, sewers, gas and water lines and other utilities known to exist in the working area. The indicated locations may be different from their actual locations and St. Clair County Transit District does not warrant the accuracy of this information. Some utilities may be encountered that are not shown on the drawings.

The Contractor shall carry out its work carefully and skillfully and shall support and secure public utility facilities to avoid any damage to them. Flow of sewers and drains shall be maintained. The Contractor shall not move any public utility facility without the utilities written consent. Upon

completion of the work, the utility will inspect, test and approve the work to insure that the work is in accordance with utility requirements and the conditions are safe and not less than conditions prior to the movement. When the Contractor damages public utility facilities, the Contractor shall immediately notify the public utility that shall cause the damage to be repaired at the Contractor's expense. Competent skilled workers shall only repair Service connections damaged by the Contractor.

The Contractor is responsible for determining the location of all underground utilities. The Contractor shall be held responsible for any damage done to any structures in the prosecution of the work. The Contractor shall exercise any precaution necessary to prevent damage in working underneath or adjacent to any underground structure. If it becomes necessary for a utility company, through emergency purposes or because of unforeseen conditions, to repair, reconstruct, relay or relocate its structures within the Contract area, after the Contractor has commenced its work, then the said utility company and the Contractor shall make suitable arrangements to overcome such interference. No compensation will be allowed the Contractor for the disruption to its work. Extra days may be granted by St. Clair County Transit District for the delay that has occurred. All of the above shall be accomplished at the direction of the CM and at no extra expense or charge to St. Clair County Transit District.

The Contractor shall cooperate with all utility owners in the relocation, removal or replacement of utility structures so as to avoid interruption of service. Requests for interruption shall be submitted in writing to the CM and to the utility fifteen (15) days in advance of the outages or changes to service. No interruption shall be made without prior approval.

- B. Protection of Adjacent Facilities: The Contractor shall take efficient and effective means to protect all streets, pavements, curbs, sidewalks, fire hydrants, utility poles, buildings, underground cables, and utilities, and all other facilities adjacent to the site, and all other existing equipment and construction which may be affected by the work.
- C. Responsibility for Repair and Damage: The Contractor shall be responsible for conducting a complete inspection of the existing structures to be reconfigured prior to the start of the work and shall notify the CM in writing regarding prevailing conditions. The Contractor shall be held responsible for any and all damage or unsatisfactory conditions that develop during the course of the work, which were not reported in writing to the CM prior to the start of the work and are deemed by the CM to be the Contractor's responsibility to correct. The Contractor shall make all repairs, replacements or corrections of such damage or unsatisfactory conditions at its own expense to the satisfaction of the CM.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 35 23

SECTION 01 35 23.13

PROJECT SAFETY REQUIREMENTS FOR WORK ON OR ADJACENT TO AN ACTIVE RAILROAD

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Description
- 1.04 General
- 1.05 Safety of Operations

1.02 RELATED SECTIONS

- A. Section 01 11 00 – Summary of Work
- B. Section 01 14 01 Bi-State Development Standard Operating Procedure (SOP) 101.17, Policy and Procedure for Work Performed on MetroLink Right-of-Way

1.03 DESCRIPTION

This section includes specifications for temporary controls to be exercised by the Contractor during activities along the active MetroLink alignment, including safety operations, maintenance of Bi-State Development traffic, and protection of work on adjacent property.

1.04 GENERAL

Applicable requirements of Section 01 11 00, Summary of Work

1.05 SAFETY OF OPERATIONS

- A. In order to assure the establishment and maintenance of a safe work environment for the duration of this project, MetroLink's SOP # 101.17 - Work Performed on MetroLink Right-of-Way will be applied and enforced. This Standard Operating Procedure governs all work performed within the MetroLink Operating Right-of-Way, which is the area within twenty (20) feet of the centerline of any track on the mainline or yard, or as otherwise stipulated in the document. Refer to Section 01 14 01 for a copy of the document.

- B. Responsibility: The Work covered by this Contract will involve safety of persons and property on an operating railroad; therefore, unusual skill and experience is required of the Contractor to safely do this Work.
- C. Contractor shall comply with and shall require his subcontractors to comply with all applicable local, state, and federal safety and health regulations in the performance of the Work. Each Contractor shall enforce proper safe working practices by its own employees and the employees of its Subcontractors.
- D. It is the duty and responsibility of the Contractor to provide for the instruction and training of each of its employees in the safe performance of the Work, and it is the duty of the Contractor to ensure its Subcontractors' employees are properly instructed in the safe performance of the Work. It is the further duty and responsibility of the Contractor and Subcontractor to provide tools and equipment that comply with all applicable local, state, and federal safety standards.
- E. Before the start of work, all Contractor and Subcontractor employees are required to attend safety orientation and MetroLink System Safety (MLSS) training before being allowed to access or occupy Metro right-of-way. No Contractor employees may work on the Operating Right-of-Way until they have successfully completed the MLSS.
- F. This training will be conducted by the Bi-State Development Agency. Metro contact for initiation of required activities is:

Mr. David Still
Metro St. Louis
700 South Ewing Ave.
St. Louis, MO 63103
Phone (314) 575-1236
Email dxstill@metrostlouis.org

- G. To ensure the safety of Bi-State Development operations, qualified flag persons will be required whenever work will be conducted on the Operating Right-of-Way. Neither the contractor nor any subcontractor shall perform any work within the Operating Right-of-Way without qualified flaggers. Flaggers must have a current certification card on their person whenever flagging. The Contractor shall be responsible for all allocating and coordinating the flag persons required for the Work.

The need for a flagger will be identified by Metro's permit process.

- H. No work shall be performed on the Operating Right-of-Way unless a Work Permit has been issued by the submitted to the Bi-State Development Project Manager and approved by MetroLink Operations. The Work Permit must be submitted by Wednesdays at 12:00 noon for all work to be performed the following week beginning on Monday. The Contractor must attend the Track Allocation meeting each Thursday at the Ewing Yard with MetroLink Operations to discuss the work permit. Work Permits are only valid for one week (Monday through Sunday) of Work.
- I. Electric Traction Power: The contract may the Contractor to work under live wires. The Contractor is hereby advised that certain types of equipment will not be permitted to work under the live wires. No extras will be allowed because of equipment restrictions. The Contractor shall submit to the CM a listing of all equipment to be used under live wires on the Contract prior to starting work. The CM will forward the equipment list to the Bi-State Development Agency for their review. Work under live wires may not commence until approval to utilize the equipment is provided.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 35 23.13

SECTION 01 35 23.16

RAILROAD FLAGGING REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

Section 1.02 Access and Flagging Requirements for MetroLink ROW

1.02 ACCESS AND FLAGGING REQUIREMENTS FOR METROLINK ROW

The Contractor shall comply with all requirements stated in MetroLink SOP 101.17 regarding access to Bi-State/MetroLink right-of-way, including the need for railroad flagging.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 35 23.16

SECTION 01 45 16

FIELD QUALITY CONTROL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Independent Quality Control Engineer
- 1.04 Contractor Quality Control Plan
- 1.05 Quality Control Testing
- 1.06 Test Reports
- 1.07. Certificates of Compliance
- 1.08 Quality Control Engineer's Monitoring
- 1.09 Quality Assurance Audits
- 1.10 Reference Standards

1.02 RELATED SECTIONS

- A. Section 01 29 76 – Progress Payment Procedures
- B. Section 01 31 19 – Project Meetings
- C. Section 01 33 01 – Submittal Procedures
- D. Section 01 45 29 – Testing Laboratory Services

1.03 INDEPENDENT QUALITY CONTROL ENGINEER (QCE)

- A. Employ and assign to the Project, a QCE who has served in an as-needed capacity on projects of similar type and scope for at least five (5) years during the ten (10) years prior to award of this Contract, who is capable of implementing the contractor's Quality Control Plan and who is acceptable to the CM. Sufficient additional QC personnel shall supplement the QCE as necessary to provide appropriate inspection of the Work. The QCE shall have complete authority to take all actions necessary to ensure compliance with the Contract requirements.
- B. The QCE shall report directly to the Contractor's PM and shall have independent, direct access to the Contractor's Senior Manager. Neither the independent QCE nor assigned personnel, not QC Subcontractors shall be supervised or under the control of the Contractor's field organization staff. The functions of the QC organization shall relate solely to the quality of the Work and not to cost or schedule.
- C. Resume: Document in a resume', the qualifications, experience and responsibilities of the QCE proposed by the Contractor. Submit the

resume' to the CM for review and approval prior to the Pre-Construction Conference specified in Section 01 31 19, Project Meetings.

1.04 CONTRACTOR QUALITY CONTROL PLAN (CQCP)

- A. Prepare a CQCP identifying the Contract quality requirements for each activity and describing how the Contractor intends to furnish that quality including control testing, certifications and records intended to be provided by the contractor, subcontractors and suppliers.
- B. Ensure that a CQCP accepted by the QCE is in effect within fifteen (15) calendar days after the Notice to Proceed. Ensure that CQCP for early activities accepted by the CM are in effect prior to start of each such activity and incorporate them in the CQCP as it is developed.
- C. Minimum CQCP Content:
 - 1. Quality Control Organization including responsibility and authority of personnel
 - 2. Personnel qualifications
 - 3. Procedures including associated forms and reports for:
 - a. Control of measuring and testing equipment
 - b. Material control
 - c. Inspections and Tests. Procedures shall address inspection and test preparations, initial inspections and tests, follow-up inspections and test, and final inspections and tests.
 - d. Control of non-conforming items
 - e. Subcontractor controls
 - f. Vendor drawing revision control
 - g. Documentation and records control
 - h. Special process control
 - 4. A list of all tests that the Contractor understands it is to perform to meet the requirements of the Contract specifications. The list shall give the test name; specification section number, name and article containing the test requirements, and the personnel and laboratory responsible

for each type of test. The list of tests shall include, in addition to those specified, tests required at successive stages of the performance of the Work, occurring in the field, to document progressive quality of the Work, such as compaction test in various lifts, in backfilling of a trench or the sub-grade prior to construction of a facility.

5. Inspection Schedule: Schedule shall be keyed to the Contractor's Baseline Schedule, identify the required inspections and tests, and indicate the time schedule for each inspection and test.
 6. Identification of the proposed testing and inspection firm.
- D. CQCP Acceptance: The CQCP will be reviewed by the CM who will provide comments to the contractor within thirty (30) calendar days. Revise the plan in accordance with the comments and resubmit, as required. After the QCE accepts the CQCP, perform the Work in accordance with that plan.
- F. Contractor's QCP: In advance of the Pre-Construction Conference specified in Section 01 31 19, Project Meetings, submit the CQCP five (5) days prior to the Pre-Construction Conference.

1.05 QUALITY CONTROL TESTING

- A. Quality Control testing is the testing of materials prior to their delivery from a manufacturer or the testing during construction, such as soils tests before and after compaction, concrete tests during placement and such other tests as specified to ensure compliance with the Contract Documents. Assume full responsibility for control testing and give a minimum of five (5) days written notice to the CM to permit it to witness the tests. Control testing shall be at the expense of the Contractor and shall be performed by an independent testing firm approved by the CM.
- B. Submit the name, address and qualifications, together with the scope of proposed services, of the proposed testing firm to the CM for approval at least thirty (30) calendar days prior to the scheduled commencement of any of the Work involving such testing. Should the Contractor desire to use more than one firm for control testing, submit the required information for each proposed firm as specified herein.
- C. Proposed Tests: Test plans, test report formats and test report contents.

1.06 TEST REPORTS

Within five (5) working days after completion of testing performed by or for the Contractor, submit test results, including failed test results, to the CM and the QCE. Identify test reports with the information specified in Section 01 33 01, Submittal Procedures, including reference to the specified requirements and relevant specifications sections and, additionally, the name and address of the organization performing the test and the location, time and date of tests.

1.07 CERTIFICATES OF COMPLIANCE

- A. The Contractor may use Certificates of Compliance for certain materials and products in lieu of the specified sampling and testing procedures. Permission to substitute Certificates of Compliance for testing requirements shall be obtained by the Contractor in writing prior to proceeding with delivery or installation on that basis. Submit any certificates required for demonstrating proof of compliance of materials with specification requirements in duplicate with each lot of material delivered to the Work. Clearly identify the lot so certified by the Certificate. Certificates shall be signed by an authorized representative of the producer or manufacturer and shall state that the material complies in all respects with Contract requirements. All deviations from the Contract requirements shall be clearly identified.
- B. The Certificate of Compliance shall be accompanied by a certified copy of test results and shall be furnished to the CM along with the Certificate of Compliance. The certificate shall give the information specified in Section 01 33 01, Submittal Procedures, the name and address of the organization performing the tests, the location, time and date of these tests and the quality of material shipped.
- C. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of its responsibility for incorporating material in the Work that conforms to the requirements of the Contract. Any such material not conforming to such requirements will be subject to rejection, whether in place or not.
- D. The CM reserves the right to refuse to permit the use of certain materials on the basis of a Certificate of Compliance.

1.08 QUALITY CONTROL ENGINEER'S MONITORING

- A. The CM and the QCE will perform surveillance inspection of on-site activities performed by the Contractor. Surveillance inspection consists of a review observation or inspection of Contractor personnel, material,

equipment, process and test results performed at random or selected stages of the Work operations. The purpose of surveillance inspection is to determine if an action has been accomplished or if documents have been prepared in accordance with specified requirements of the Contract Documents.

- B. Surveillance inspection does not take the place of Contractor quality programs or assume any responsibility for such programs or the quality of the Work. The Contractor shall establish its own quality control program, perform the required inspections and provide the necessary documentation to ensure that acceptable quality has been achieved. The Contractor is responsible for specifying and controlling the quality of Work performed by its Subcontractors.

1.09 QUALITY ASSURANCE AUDITS

- A. The Transit District or CM will perform Quality Assurance audits of the Contractor's, subcontractors' and suppliers' quality records and performance. Ensure that all quality records and places of Work are open and available to the QCE for inspection.
- B. The Contractor, subcontractor or supplier being audited shall be available during audits as required by the audit team.

1.10 REFERENCE STANDARDS

One set of all of the Reference Standards referred to in the Technical specifications shall be provided in the contractor's field office for use in carrying out the QA/QC programs specified above and to ensure that the Reference Standard requirements specified in the Contract Documents are met.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 45 16

SECTION 01 45 29

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Selection and Payment
- 1.04 Laboratory Reports
- 1.05 Limits on Independent Testing Laboratory Authority
- 1.06 Contractor Responsibilities

1.02 RELATED SECTIONS

- A. Section 01 29 76 – Progress Payment Procedures
- B. Section 01 45 16 – Field Quality Control Procedures

1.03 SELECTION AND PAYMENT

- A. The Contractor will select, qualify, employ and pay for services of an Independent Testing Laboratory to perform specified inspection and all testing necessary to ensure compliance with the specification requirements of the Contract Documents.
- B. The Independent Testing Laboratory selected shall meet the requirements as defined in the Project Manual Technical Specifications.
- C. Employment of Testing Laboratory shall in no way relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

1.04 LABORATORY REPORTS

- A. Within five (5) working days of each inspection or test, including failed tests, the Testing Laboratory will promptly submit independently, two (2) copies of laboratory report, one (1) to the CM and one (1) to the Contractor.
- B. Included will be:
 - 1. Date issued
 - 2. Project title and number
 - 3. Name of inspector
 - 4. Date, time and location of sampling or inspection
 - 5. Identification of product and Specifications Section

6. Location in the Project
7. Type of inspection or test
8. Date and time of test(s)
9. Results of test(s)
10. Conformance with Contract documents
11. Clear indication of PASS/FAIL

- C. When requested by the CM, Testing Laboratory will provide interpretation of test results.

1.05 LIMITS OF INDEPENDENT TESTING LABORATORY AUTHORITY

- A. Laboratory shall not release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Laboratory shall not approve or accept any portion of the Work.
- C. Laboratory shall not assume any duties of the Contractor.
- D. Laboratory has no authority to stop the Work.

1.06 CONTRACTOR RESPONSIBILITIES

- A. Coordinate, obtain and handle samples at the site or at source of products to be tested.
- B. Assist with delivery to laboratory at designated locations, adequate samples of materials proposed to be used that require testing, along with approved mix designs.
- C. Any material damaged as a result of testing or not meeting the specified strength will be repaired or replaced at the Contractor's expense.
- D. Cooperate with the CM and laboratory personnel to secure samples for inspection and testing purposes and provide access to the Work and to manufacturer's facilities.
- E. Provide and maintain, for the sole use of the Independent Testing Laboratory, adequate facilities for safe storage and proper caring of such test specimens which must remain on the project site prior to testing.
- F. Provide incidental labor and facilities to access the Work to be inspected/tested, to obtain and handle samples at the site or at source of products to be listed, to facilitate tests and inspections, storage and curing the test samples.

- G. Notify the CM and laboratory within forty-eight (48) hours prior to expected time for operations requiring inspection.
- H. The Transit District has the right to request testing of any materials that are deemed questionable due to the quality and craftsmanship of a part of a single component or any part.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 45 29

SECTION 01 50 01

TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

Provide and maintain methods, equipment and temporary construction, as necessary, to provide controls over environmental conditions at the Work site and related areas under contractor's control. Remove physical evidence of temporary facilities at completion of Work.

- 1.03 Noise Control
- 1.04 Lighting
- 1.05 Dust Control
- 1.06 Water Control
- 1.07 Pest Control
- 1.08 Debris Control
- 1.09 Pollution Control
- 1.10 Erosion Control
- 1.11 Vibration Control
- 1.12 Safety and Security
- 1.13 Maintenance

1.02 RELATED SECTIONS

- A. Section 01 52 01 – Construction Facilities
- B. Section 01 55 26 – Traffic Control

1.03 NOISE CONTROL

- A. Contractor shall comply with all federal, state and local ordinances for the control and abatement of noise as approved by local jurisdictions.
- B. Contractor shall conduct construction operations in a manner to cause the least annoyance to the residents in the vicinity of construction operations.
- C. All construction activities creating elevated noise levels in residential areas shall be limited to normal daytime hours.
- D. Sound levels for public noise exposure due to construction will be measured and recorded by the Contractor when directed to do so by the CM. Measurements shall be witnessed by the CM at the closest point adjacent to the site of the Work in normal use by the public while

construction work is in progress and shall not exceed applicable noise levels.

- E. It shall be prohibited for sirens associated with anti-theft or anti-intruder alarm systems to sound for more than fifteen (15) minutes at any single time. Therefore, every siren shall have a reset device, which causes an automatic shut-off after the siren has sounded for fifteen (15) continuous minutes.

1.04 LIGHTING

- A. Lighting used for night Work shall be equal to, but not less than, two (2) sets of portable flood lights, each having two (2) adjustable, 400 watt lamps.
- B. All lighting apparatus used to illuminate track-side structures shall receive necessary power from sources other than the hi-rail mounted vehicle's battery or charging system.
- C. All electrical generating equipment shall be subject to local codes concerning allowable decibel limits (see also NOISE CONTROL in this section).
- D. Use of lighting for night work must be coordinated with MidAmerica Airport and must not interfere with airport operations.

1.05 DUST CONTROL

- A. Contactor shall provide positive methods and apply dust control materials to minimize raising dust from construction operations such as construction vehicle movement, excavation, grading and fill activities, and provide positive means to prevent air-borne dust from dispersing into the atmosphere. The Contractor shall control dust levels by wetting dirt access roads and the Work site periodically during times when dust levels become elevated.
- B. Contractor shall, as appropriate, clean truck tires as they leave construction sites, and periodically use street cleaners in the vicinity of Work sites.
- C. Contractor shall cover the loads of haul trucks.

1.06 WATER CONTROL

- A. Comply with soil erosion and sediment control requirements of local soil conservation district. Provide methods to control surface water to prevent

damage to the Project, the site and adjoining properties: Perform fill, grading and ditching operations to direct surface drainage away from excavations, pits, tunnels and other construction areas. Direct drainage waste to a proper run-off point. This work must be done in conformance with the Storm Water Pollution Prevention Plan (SWPPP).

- B. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
- C. Dispose of drainage water in a manner to prevent flooding, erosion and other damage to any portion of the site and to adjoining areas.

1.07 PEST CONTROL

- A. Provide pest control as necessary to prevent infestation of construction or storage areas.
 - 1. Employ methods and use materials to control pests and not adversely affect conditions at the site or adjoining properties.
 - 2. Should the use of pesticides be considered necessary, submit an informational copy of the proposed program to the Transit District with a copy to the CM. Clearly indicate:
 - a. The area or areas to be treated
 - b. The pesticides to be used, with a copy of the manufacturer's printed instructions
 - c. The pollution preventative measures to be employed
- B. The use of any rodent pesticide shall be in full accordance with the Manufacturer's printed instructions and recommendations and shall comply with all federal, state and local laws governing the use and application.

1.08 DEBRIS CONTROL

- A. Maintain all areas under the Contractor's control free of extraneous debris.
- B. Initiate and maintain a specific program to prevent accumulation of debris at Work site, storage and parking areas or along access roads and haul routes. Waste materials and debris generated during construction Work on the project shall be properly disposed of in approved sanitary landfills by the Contractor in order to maintain construction areas free of debris.
 - 1. Provide containers for deposit of debris as necessary and specified by the CM.

2. Prohibit overloading of trucks to prevent spillage on access and haul routes.
 3. Provide periodic inspection of traffic areas to enforce requirements.
- C. Household debris from demolition and site clearing shall be packed into roll-off containers and sent to landfill. Waste tires shall be cut into four parts each, deposited in separate roll-off containers and disposed of at a landfill. Waste shingles shall be assumed to contain asbestos materials and therefore, shall be wetted and placed in bags in separate roll-off containers and legally disposed of.
- D. Schedule periodic collection and disposal of debris as necessary and specified by the CM.
1. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.
 2. Disposal of debris shall be in accordance with applicable federal, state and local laws.

1.09 POLLUTION CONTROL

- A. Provide methods, means and facilities as required to prevent contamination of soil, water and atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel, perform emergency measures required to contain any spillage and to remove contaminated soils or liquids: Excavate and dispose of any contaminated soil off-site, and replace with suitable compact fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters: Prevent disposal of wastes, effluents, chemicals and other such substances into adjacent streams and sanitary and storm sewers.
- D. Provide systems for control of atmospheric pollutants: 1) Prevent toxic concentrations of chemicals, 2) Prevent harmful dispersal of pollutants into the atmosphere.
- E. Pollution control shall be performed in accordance with all applicable federal, state and local laws.
- F. All gasoline and diesel equipment used in the tunnels shall be fitted with scrubbers.

1.10 EROSION CONTROL

- A. Plan and execute construction and earthwork by methods that control surface drainage from cuts and fills and from borrow and waste disposal areas to prevent erosion and sedimentation.
 - 1. Hold the areas of bare soil exposed at one time to a minimum.
 - 2. Provide temporary control measures such as berms, dikes, drains and sediment basins.
- B. Periodically inspect earthwork to detect any evidence of the start of erosion. Maintain temporary control measures and apply corrective measures as required, to control erosion.
- C. The Contractor shall be responsible for implementing and adhering to the requirements of the Storm Water Pollution Plan (SWPPP) to assure compliance with the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water permit and the Clean Water Act. The Contractor shall also be responsible for submitting a Notice of Intent in accordance with the regulations of the NPDES permit.

1.11 VIBRATION CONTROLS

Contractor shall consider using drilled piers in areas where the soil and rock conditions are suitable for the use of this type of foundation system. Contractor shall also consider using vibratory hammer pile driving equipment that operates with less noise and vibration than the traditional impact hammer equipment.

1.12 SAFETY AND SECURITY

- A. The Contractor shall provide temporary travel corridors to facilitate pedestrian movements through construction areas and temporary traffic signals and signs shall be used to maintain safe travel patterns.
- B. Proper cautionary signs and barriers shall be used to keep the public from entering construction zones.
- C. Where necessary, security personnel shall be employed to protect the public from dangerous construction activities.
- D. Underpinning and piling of existing structures shall be used to avoid settlement resulting from excavation and related construction activities.

1.13 MAINTENANCE

In the event contractor fails to perform or maintain facilities as required under this specification, the Transit District may elect to have these items addressed with costs to be deducted from any monies due the contractor.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 50 01

SECTION 01 52 01

CONSTRUCTION FACILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Temporary Electrical Services
- 1.04 Temporary Heat
- 1.05 Temporary Water Service
- 1.06 Temporary Sanitary Facilities
- 1.07 Protection of Installed Work
- 1.08 Security
- 1.09 Progress Cleaning
- 1.10 Contractor's Field Offices and Sheds
- 1.11 Sidewalks, Curbs, Streets and Thoroughfares
- 1.12 Protection of Sewers and Drainage
- 1.13 Noise, Dust and Air Quality Control

1.02 RELATED SECTIONS

- A. Section 00 72 13 – General Conditions
- B. Section 01 55 13 – Temporary Access Roads
- C. Section 01 50 01 – Temporary Controls
- D. Section 01 55 26 – Traffic Control
- E. Section 01 52 13 – Field Offices

1.03 TEMPORARY ELECTRICAL SERVICE

Provide and pay for power service required. Refer to Section 00 72 13, General Conditions, Article 1.41, Materials, Workers and Workmanship.

1.04 TEMPORARY HEAT

Provide and pay for heat devices and fuel, as required in the Contract Documents, to maintain specified conditions for construction operations.

1.05 TEMPORARY WATER SERVICE

Provide, maintain and pay for potable quality water service required for construction operations.

1.06 TEMPORARY SANITARY FACILITIES

Provide and maintain required sanitary facilities and enclosures.

1.07 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to minimize damage.
- C. Provide protective coverings to facilities subject to damage caused by the elements.

1.08 SECURITY

Provide security and facilities to protect Work from vandalism and theft.

1.09 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris and rubbish from site periodically or within forty eight (48) hours after receiving a formal request to do so from the CM and dispose of appropriately off-site.

1.10 CONTRACTOR'S FIELD OFFICES AND SHEDS

- A. Size: For Contractor's needs
- B. Other Furnishings: Contractor's option

1.11 SIDEWALKS, CURBS, STREETS AND THOROUGHFARES

- A. Maintain existing areas affected by construction. Promptly repair breaks, potholes, low areas and other deficiencies, and restore to original condition.
- B. Maintain access to all existing facilities (i.e. residences, businesses, public facilities, etc.)
- C. Clean and maintain sidewalks, curbs, streets, thoroughfares free of dirt, mud, water and construction debris.

1.12 PROTECTION OF SEWERS AND DRAINAGE

- A. Take adequate measures to prevent impairment of operations of existing sewer systems.
- B. Prevent construction material, soil and debris from entering sewer and sewer structure.
- C. Repair and restore damages to existing sewers caused by construction activities.
- D. Maintain drainage/flow-lines.

1.13 NOISE, DUST AND AIR QUALITY CONTROL

- A. Construction equipment shall be equipped with mechanical devices, provided with barriers or shields, and operated in a manner that minimizes noise and dust.
- B. Compressors shall be equipped with silencers on intake lines.
- C. Internal combustion engines shall be equipped with silencers or mufflers on exhaust lines.
- D. Storage bins and hoppers shall be lined with material that will deaden sounds.
- E. Noise, dust and air quality shall be controlled in accordance with Section 01 50 01, Temporary Controls, and Section 00 72 13, General Conditions, Article 1.21, Air, Noise and Water Pollution Limitations.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 52 01

SECTION 01 55 13

TEMPORARY ACCESS ROADS

PART 1 GENERAL

1.01 SECTION INCLUDES

- 2.01 Materials
- 3.01 Preparation
- 3.02 Access Roads
- 3.03 Parking
- 3.04 Existing Streets and Parking
- 3.05 Maintenance
- 3.06 Removal, Repair

1.02 RELATED SECTION

Section 00 72 13 – General Conditions
Section 00 73 03 – Supplementary Conditions
Section 01 11 00 – Summary of Work
Section 01 31 19 – Project Meetings
Section 01 52 01 – Construction Facilities

PART 2 PRODUCTS

2.01 MATERIALS

Temporary construction: Contractor's option

PART 3 EXECUTION

3.01 PREPARATION

Clear access roads and parking areas. Provide surface drainage of facilities and adjacent areas.

3.02 ACCESS ROADS

- A. Obtain permission to construct access roads from and coordinate with the CM. Construct temporary all-weather access roads away from public thoroughfares to serve construction area. Roads shall have a width and load-bearing capacity to provide unimpeded traffic for construction purposes, by way of the Transit District property and/or designated easements.
- B. Extend and relocate access roads as Work progress requires. Provide detours, as necessary, to unimpeded traffic flow. Contractor's vehicles

shall not cross existing MetroLink track except at designated crossings.
Tracked vehicles shall not be used to traverse along the serve tracks.

C. Location must be approved by the CM.

3.03 PARKING

A. Arrange for temporary parking areas to accommodate use by construction personnel.

B. When on-site space is not adequate, provide additional off-site parking.

C. Location must be approved by the CM.

3.04 EXISTING STREETS AND PARKING AREAS

A. Existing on-site streets and driveways may not be used for construction traffic unless approved by the CM. Track vehicles are not allowed.

B. Existing parking facilities may not be used by construction personnel unless prior approval is obtained from the CM.

C. Do not allow heavy vehicles or construction equipment in parking areas.

3.05 MAINTENANCE

A. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow and ice.

B. Maintain existing and permanent paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water and other deficiencies to maintain paving and drainage in original or specified condition.

C. In the event contractor fails to maintain Temporary Access Roads as required under this specification, the Transit District may elect to have these items addressed with costs to be deducted from any monies due the contractor.

3.06 REMOVAL, REPAIR

A. Remove temporary materials and construction at Substantial Completion.

B. Restore to original condition all existing facilities damaged by use.

END OF SECTION 01 55 13

SECTION 01 55 16

HAUL ROUTES

PART 1 GENERAL

1.01 SECTION INCLUDES

1.03 Description of Work

1.02 RELATED SECTIONS

- A. Section 01 55 26 Traffic Control
- B. Section 01 55 13 Temporary Access Roads

1.03 DESCRIPTION OF WORK

- A. Consult and obtain approval with authority having jurisdiction for using public thoroughfares for haul routes and site access prior to the start of hauling activities.
- B. Confine construction traffic to haul routes.
- C. Maintain traffic and parking areas in a sound free of excavated material, construction equipment, products, mud, snow and ice.
- D. Maintain existing and permanent paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water and other deficiencies to maintain paving and drainage in original or specified condition.
- E. In the event contractor fails to maintain Haul Routes as required under this specification, the Transit District may elect to have these items addressed with costs to be deducted from any monies due the contractor.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 55 16

SECTION 01 55 26

TRAFFIC CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Construction Parking Control
- 1.04 Flagger
- 1.05 Haul Routes
- 1.06 Traffic Signs
- 1.07 Traffic Signals
- 1.08 Warning and Work Lights
- 1.09 Removal

1.02 RELATED SECTION

Traffic Control Plan Special Provision
Section 01 55 13 – Temporary Access Roads
Section 01 55 16 – Haul Routes

1.03 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and adjacent property owner's operations
- B. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas.
- C. Prevent parking on and adjacent to access roads or in non-designated areas.

1.04 FLAGGER

- A. Provide trained and equipped flagger to regulate traffic when construction operations and traffic encroach on public traffic lanes according to guidelines in "Manual on Uniform Traffic Control Devices" (MUTCD).
- B. Flagger shall also be provided as requested by the CM.

1.05 HAUL ROUTES

- A. Consult and obtain approval with authority having jurisdiction for using public thoroughfares for haul routes and site access prior to the start of hauling activities.
- B. Confine construction traffic to haul routes.
- C. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow and ice.
- D. Maintain existing and permanent paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water and other deficiencies, to maintain paving and drainage in original or specified condition.

1.06 TRAFFIC SIGNS

- A. Traffic signs shall be installed as shown on traffic control drawings. All signs shall conform to the requirements in the MUTCD. Supplemental signs shall be installed as required by local jurisdictions.
- B. Install and maintain channelizers, traffic barricades and barriers to direct and maintain orderly flow of traffic in areas under the Contractor's control and areas affected by the Contractor's operations.
- C. Relocate traffic signs as Work progresses to maintain effective traffic control.
- D. Cover existing roadway signs that are in conflict with construction traffic control signage. Approval shall be obtained from the CM and the agency having jurisdiction for the roadway.

1.07 TRAFFIC SIGNALS

- A. At approaches to site and on site, install, modify and relocate existing or temporary signalization equipment as needed and required by the Drawings to direct construction and affected public traffic. Signal modifications, existing or temporary, shall conform to the MUTCD and local jurisdiction.
- B. Relocate and restore as Work progresses to maintain effective traffic control.
- C. Cover or remove existing or temporary signal devices that are in conflict with construction traffic control signalization, not in use, or as specified on

the drawings. Approval shall be obtained by the CM and the local jurisdiction.

- D. All signal Work must be coordinated with the local jurisdiction and three (3) work days notice should be given before each modification begins.

1.08 WARNING AND WORK LIGHTS

- A. Provide and maintain steady burn and flashing warning lights, on barricades and channelizers, as needed and as specified on the drawings. Maintenance shall include daily testing and periodic night inspection to assure proper functioning and prompt replacement of devices. Devices shall conform to the MUTCD.
- B. Provide flares for flaggers for nighttime lane closures and emergency situations as needed.
- C. Provide and maintain flashing arrow panels as needed and as specified on the drawings. Devices shall conform to the MUTCD.
- D. Provide and maintain floodlights for effective illumination of work area for operations performed in darkness.
- E. Ensure that floodlights or any portable generators used to provide electrical power to the floodlights do not cause annoyance to local residents.
- F. Switch off floodlights and generators when not required.

1.09 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation of traffic signs.
- C. Remove post settings to a depth of two (2) feet.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 55 26

SECTION 01 77 19

CONTRACT CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Closeout Procedures
- 1.04 Final Cleaning
- 1.05 Extra Material
- 1.06 Recommended Spare Parts List
- 1.07 Project Record Documents
- 1.08 Instruction of Transit District Personnel
- 1.09 Operation and Maintenance Data
- 1.10 Warranties and Bonds

1.02 RELATED SECTIONS

- A. Section 01 29 76 – Progress Payment Procedures
- B. Section 01 33 01 – Submittal Procedures
- C. Section 01 52 01 – Construction Facilities
- D. Section 01 78 39 – Project Record Documents
- E. Section 01 78 01 – Warranties and Bonds

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected and that Work is complete in accordance with the Contract Documents and ready for the CM's inspection (this shall include all safety certifications where applicable).
- B. Provide submittals to the CM required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.
- D. Upon receipt of Contractor's completion of Work certification, CM shall schedule a meeting to review all closeout requirements and procedures including preparation and submittal of all documentation and spare materials.

1.04 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from right-of-way, gutters and drainage systems.
- C. Clean site, sweep paved areas, rake clean landscaped surfaces.
- D. Clean all glass, floors and other finished surfaces.
- E. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.05 EXTRA MATERIAL

Extra material (e.g. spares, keys/locks, test equipment, touch-up paint, computer software, etc.) shall be packaged, labeled, delivered and stored as designated by the CM.

1.06 RECOMMENDED SPARE PARTS LIST

- A. A recommended spare parts list shall be provided, before final inspection, where required, by individual specification section(s).
- B. The list may be made part of the Operation and Maintenance Manual, as a distinct section.

1.07 PROJECT RECORD DOCUMENTS

Maintain on site, and provide record documents (as-builts, shop drawings, change orders, field orders) showing as-built condition of the Work. (refer to Section 01 78 39, Project Record Documents.)

1.08 INSTRUCTION OF TRANSIT DISTRICT PERSONNEL

- A. Where required by individual specification section, instruct Transit District's designated personnel in operations, adjustment and maintenance of products, equipment and systems, at agreed upon times before final inspection.
- B. The Contractor shall submit a comprehensive training plan within one hundred eighty (180) days after Notice to Proceed. In the event of a rejection, a revised submission shall be made within thirty (30) days of the date of rejection.
- C. The training plan shall include the Contractor's training methodologies, class sizes, curriculum, technical content, documentation and class schedules, all of which shall be prepared or approved by the equipment manufacturer.

1.09 OPERATION AND MAINTENANCE MANUALS

- A. Operation and maintenance data shall be provided, where required, by individual specification sections.
- B. Data shall include operation, maintenance and inspection, adjustment, testing and troubleshooting procedures.
- C. Data shall be available for training when there is a requirement to instruct Transit District's designated personnel in operation and maintenance procedures.
- D. Final data, accepted by the Transit District, shall be provided before final inspection.
- E. Operation and Maintenance Manuals must be bound and submitted, in complete form, to Document Control for distribution.

1.10 WARRANTIES AND BONDS

Warranty shall be provided in accordance with Section 01 78 01.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 77 19

SECTION 01 78 01

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03. Form of Submittals
- 1.04 Preparation and Submittals
- 1.05 Time of Submittals

1.02 RELATED SECTIONS

- A. Section 01 29 76 – Progress Payment Procedures
- B. Section 01 33 01 – Submittal Procedures
- C. Section 01 77 19 – Closeout Requirements
- D. Section 01 78 39 – Project Record Documents

1.03 FORM OF SUBMITTALS

- A. Bind in commercial quality, 8 ½ x 11 three-ring side binders with hardback, cleanable plastic covers
- B. Label cover of each binder with typed or mechanically printed title WARRANTIES AND BONDS, with title of Project, name, address, telephone number and e-mail address of Contractor and equipment supplier, and name of the responsible principal
- C. Table of contents: Neatly typed or mechanically printed in the same sequence as the Table of Contents for the project Manual, with each item identified with the number and title of the specification section in which specified, and the name of the product or work item
- D. Separate each warranty and bond with index tab sheets keyed to the Table of Contents listing. Provide full information using separate typed or mechanically printed sheets, as necessary. List subcontractor, supplier and manufacturer with name, address, e-mail address and telephone number of the responsible principal.

1.04 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers and manufacturers within ten (10) calendar days after completion of the applicable item or Work. Except for items put into

use with Transit District permission, leave date of beginning of time of warranty until the date of Final Acceptance is determined.

- B. The Contractor shall submit copies of warranties and bonds that outline agreements between Contractor, Subcontractors and Suppliers.
- C. Verify that documents are in proper form, contain full information and are notarized.
- D. Co-execute submittals when required.
- E. Retain warranties and bonds until time specified for submittal.

1.05 TIME OF SUBMITTALS

- A. Make submittals of warranty and bond agreements between Contractor, Subcontractors and suppliers within fourteen (14) calendar days after execution of said agreements.
- B. Make submittals within seven (7) calendar days after date of Substantial Completion, prior to final Application for Payment.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 78 01

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- 1.03 Maintenance of Project Record Documents and Samples
- 1.04 Marked-up Drawings and Specifications
- 1.05 Submittals of Record Documents and Samples

1.02 RELATED SECTIONS

- A. Section 01 29 76 – Progress Payment Procedures
- B. Section 01 77 19 – Closeout Requirements
- C. Section 01 78 01 – Warranties and Bonds

1.03 MAINTENANCE OF PROJECT RECORD DOCUMENTS AND SAMPLES

- A. Maintain at the Project site for CM use, one record copy of:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract
 - 5. Reviewed shop drawings, product data and samples
 - 6. Field test records
 - 7. Inspection certificates
 - 8. Manufacturer's certificates
 - 9. Safety Certifications
- B. Store record documents and samples apart from documents used for construction. Provide files, racks and secure storage of record documents and samples.
- C. Label and file record documents and samples in accordance with Section number listings in the Table of Contents of this Project Manual. Label each document 'PROJECT RECORD' in neat, large, printed letters.
- D. Maintain record documents and samples in a clean, dry and legible condition. Do not use record documents and samples for construction purposes.

- E. The Contractor shall keep record documents and available for inspection by the CM at all times throughout construction.
- F. The Contractor shall submit project record documents and samples in accordance with Article 1.05A of this section.

1.04 MARKED-UP DRAWINGS AND SPECIFICATIONS (PROJECT MANUAL)

- A. The Contractor shall be responsible for preparing and maintaining a set of marked-up specifications and full-sized drawing to reflect actual as-built conditions.
- B. The CM shall provide to the contractor one set of specifications, full-sized drawings and full-sized revised drawings for the purpose of preparing and maintaining marked-up drawings and specifications.
- C. The contractor shall use the most current version of all revised and reissued drawings and specification section for preparation of the marked-up drawings and specifications.
- D. The Contractor shall submit the marked-up drawings and specifications to the CM in accordance with Article 1.05B of this section.
- E. The Contractor shall record actual as-built conditions in a copy of the specifications and on the Contract drawings provided by the CM.
- F. Record actual as-built conditions concurrently with construction progress. Do not conceal work until required information is recorded.
- G. Contract drawings: Legibly mark each drawing as required to record actual as-built conditions, including but not limited to the following:
 - 1. Measured depths of elements of foundation in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction
 - 4. Field changes of dimension and detail
 - 5. Changes made by Change Orders

6. Details not on original Contract Drawings
7. References to related shop drawings and modifications
- H. Specifications (Project Manual): Legibly mark each section as required to record actual as-built conditions including but not limited to the following:
 1. Manufacturer, trade name and catalog number of each product actually installed, particularly optional items and substitute items
 2. Changes made by Change Orders
- I. The Contractor shall keep a complete and current set of the marked-up drawing set and specifications (Project Manual) for inspection by the CM at all times throughout construction.
- J. The Contractor shall submit the marked-up drawing set and specifications (Project Manual) in accordance with Article 1.05B of this section.

1.05 SUBMITTALS OF RECORD DOCUMENTS AND SAMPLES

- A. Submit record documents and samples to the CM within thirty (30) days of the Final Completion Milestone – **October 31, 2025**.
- B. Submit marked-up drawings (one complete set of full-size paper drawings) and specifications (Project Manual) (one complete set) to the CM within thirty (30) days of the Final Completion Milestone – **October 31, 2025**.
- C. The Contractor shall promptly submit to the CM all Operation and Maintenance (O & M) manuals to the CM when that Work is completed. This submittal shall include appropriate list of manufacturers or suppliers recommended spare parts.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 78 39