

PROJECT SPECIFICATIONS

# MetroLink Tree Mitigation

ST. CLAIR COUNTY, ILLINOIS

July 2025



ST. CLAIR COUNTY TRANSIT DISTRICT

## **NOTICE TO BIDDERS**

The St. Clair County Transit District, St. Clair County, Illinois, will receive sealed bids for **MetroLink Tree Mitigation** until **2:00 P.M.**, on **August 12, 2025**, at the office of the St. Clair County Transit District. All bids will be publicly opened and read aloud at **2:00 P.M.**, on **August 12, 2025**. **The sealed bids must be delivered to the St. Clair County Transit District office before 2:00 P.M., during regular business hours.** The Contract Documents, including Plans and Specifications, are on file at the office of the St. Clair County Transit District at 27 North Illinois Street, Belleville, Illinois, 62220.

The proposed project consists of the planting of trees at various locations and any other work necessary to complete the project as described. All work shall be performed in accordance with the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, edition in effect at the time of the bid.

IDOT Prequalification in Category 18 - Landscaping is required for all bidders.

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

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

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

All questions shall be forwarded to Jon Schaller by email at [jschaller@gocos.net](mailto:jschaller@gocos.net).

**ST. CLAIR COUNTY TRANSIT DISTRICT**

# PROPOSAL

## MetroLink Tree Mitigation

### ST. CLAIR COUNTY TRANSIT DISTRICT

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

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

ADDENDA NUMBER

DATE

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

# PROPOSAL

## MetroLink Tree Mitigation

### SCHEDULE OF QUANTITIES AND BID UNIT PRICES

Item	Description	Unit	Quantity	Unit Price	Total
1	Mobilization	L.S.	1		
2	Tree Planting Location No. 1	L.S.	1		
3	Tree Planting Location No. 2	L.S.	1		
4	Tree Planting Location No. 3	L.S.	1		
5	Tree Planting Location No. 4	L.S.	1		
6	Tree Planting Location No. 5	L.S.	1		
7	Tree Planting Location No. 6	L.S.	1		
8	Tree Planting Location No. 7	L.S.	1		
9	Locating Underground Cable	L.S.	1		
10	Furnish Highway Permit Bond	L.S.	1		
				Total	

# PROPOSAL

If awarded this contract, the undersigned agrees to commence work within ten (10) days after award of the contract or as otherwise directed, and to complete the work as outlined in the Completion Date special provision of the **MetroLink Tree Mitigation** specifications.

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

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

\_\_\_\_\_  
ADDRESS

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

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

# PROPOSAL

## NON-COLLUSION AFFIDAVIT

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

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

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

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

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

# PROPOSAL

## BID BOND

**WE**, \_\_\_\_\_, as  
PRINCIPAL, and \_\_\_\_\_,  
as SURETY with authority to do business in Illinois, are held and firmly bound unto the  
ST. CLAIR COUNTY TRANSIT DISTRICT in the penal sum of Five Percent (5%) of the  
total bid price lawful money of the United States. We bind ourselves jointly and severally,  
and our joint and several heirs, executors, administrators, successors, and assigns, firmly  
by these presents, this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, to pay to the ST. CLAIR COUNTY TRANSIT DISTRICT this sum under the  
conditions of this instrument.

**WHEREAS** the condition of the foregoing obligation is such that, the said  
PRINCIPAL is submitting a written proposal to the ST. CLAIR COUNTY TRANSIT  
DISTRICT for **MetroLink Tree Mitigation**.

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

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

**IN TESTIMONY WHEREOF**, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL) PRINCIPAL

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

\_\_\_\_\_  
ADDRESS

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

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

(SEAL) SURETY

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

BY:

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

\_\_\_\_\_  
DATE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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





## Check Sheet for Recurring Special Provisions

Local Public Agency

County

Section Number

St. Clair County Transit District

St. Clair

MetroLink Tree Mitigation

☐ **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

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	79
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	82
3	<input type="checkbox"/> EEO	83
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	93
5	<input type="checkbox"/> Required Provisions - State Contracts	98
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	104
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	105
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	106
9	<input type="checkbox"/> Construction Layout Stakes	107
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	110
11	<input type="checkbox"/> Subsealing of Concrete Pavements	112
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	116
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	118
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	119
15	<input type="checkbox"/> Polymer Concrete	121
16	<input type="checkbox"/> Reserved	123
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
25	<input type="checkbox"/> Reserved	156
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
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	171

Local Public Agency	County	Section Number
St. Clair County Transit District	St. Clair	MetroLink Tree Mitigation

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

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	173
LRS 2	<input type="checkbox"/> Furnished Excavation	174
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	175
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	176
LRS 5	<input checked="" type="checkbox"/> Contract Claims	177
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	178
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	184
LRS 8	<b>Reserved</b>	190
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	191
LRS 10	<b>Reserved</b>	195
LRS 11	<input checked="" type="checkbox"/> Employment Practices	196
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	198
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	200
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	201
LRS 15	<input checked="" type="checkbox"/> Partial Payments	204
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	205
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	206
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	207
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	208

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# **SPECIAL PROVISIONS**

## **MetroLink Tree Mitigation**

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 within State of Illinois right-of-way at various locations:

- Location No. 1 - Interstate 64 @ IL Route 4
- Location No. 2 - Interstate 64 @ Rieder Road
- Location No. 3 - Interstate 255 @ Horseshoe Lake Road
- Location No. 4 - Interstate 255 @ Interstate 270
- Location No. 5 - IL Route 255 @ New Poag Road
- Location No. 6 - IL Route 255 @ Madison Avenue
- Location No. 7 - IL Route 255 @ South End Connector, West

**DESCRIPTION OF WORK:** The proposed project consists of the planting of trees at the locations indicated, and any other work necessary to complete the project as described.

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

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

**PREQUALIFICATION:** IDOT prequalification in Category 18 – Landscaping is required.

**CONTRACT ADMINISTRATOR:** The St. Clair County Transit District, or its authorized representative, will be the assigned Contract Administrator of this contract. This individual

will be the point of contact for the Contractor regarding any issues or concerns relating to the contract. The Contract Administrator will also be responsible for scheduling site visits with the Contractor, reviewing sites for completion, enforcement of contract provisions and the receipt of invoices as provided by the Contractor. The Contractor will be provided contact information for the Contract Administrator upon award of the contract and will be subsequently notified should the administrator change during the life of the contract.

**PROJECT COORDINATION:** A mandatory pre-construction meeting shall be scheduled within one week of contract ratification between the Contractor and the St. Clair County Transit District. All work will be scheduled through the Contract Administrator. The Contractor must present a preliminary work schedule at the pre-construction meeting. The Contract Administrator will conduct progress meetings, as necessary throughout the duration of construction, which shall be held at the office of the Contract Administrator.

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

**ILLINOIS DEPARTMENT OF TRANSPORTATION HIGHWAY PERMIT:** The Illinois Department of Transportation (IDOT) will be issuing a highway permit (No. 8-33477) for the completion of work within the State of Illinois right-of-way. The Contractor shall be responsible for completing all items of work as stated within the permit as being completed by "the applicant, or their contractor". The Contractor shall comply with all requirements and conditions of the IDOT permit.

The Contractor shall obtain and provide the required Highway Permit Bond in the amount of \$5,000,000.00 (Five Million Dollars) with a reliable surety company licensed by the State of Illinois on the date the bond is executed.

**WORK WITHIN ILLINOIS DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY:** Prior to beginning work activities within IDOT right-of-way, the Contractor will be required to obtain authorization from the Illinois Department of Transportation. The Contractor shall complete all appropriate paperwork (BSPE Form 725, etc.) at least three weeks in advance of any proposed work within IDOT right-of-way.

**COMPLETION DATE:** The Contractor shall complete all tree planting by June 30, 2026. An extension will be issued only when documentation is provided due to material delays and weather issues which prevent the work from being completed in accordance with the Standard Specifications.

**TREE PLANTING, LOCATION NO. X:** This work shall consist of planting trees at the locations identified in the plans. All work shall be completed in accordance with Section 253 of the Standard Specifications and IDOT Highway Permit No. 8-33477.

The tree planting locations are:

- Location No. 1 - Interstate 64 @ IL Route 4
- Location No. 2 - Interstate 64 @ Rieder Road
- Location No. 3 - Interstate 255 @ Horseshoe Lake Road

- Location No. 4 - Interstate 255 @ Interstate 270
- Location No. 5 - IL Route 255 @ New Poag Road
- Location No. 6 - IL Route 255 @ Madison Avenue
- Location No. 7 - IL Route 255 @ South End Connector, West

All trees must be of a native Illinois species and shall be of a minimum 3-inch trunk diameter or a minimum height of 6 feet. A mixture of trees at each location will be acceptable, however all trees shall be suitable for the habitat shown for planting.

The contractor shall provide documentation of the date of purchase, the types of trees obtained, and the name of the nursery or business providing the trees. The contractor must provide a proposal for each location identifying the types of trees to be planted and the cut sheets for each tree.

The Contractor shall be responsible for the layout and staking of planting locations for all trees. All trees must be a minimum distance of 50 feet from the edge of pavement for the entrance or exit ramp and shall be spaced at approximately 30-foot centers. Location of trees will follow the areas shown and shall not block sight distance for the operations of the highway interchanges. The Engineer and IDOT must approve all layouts prior to the planting of trees at any of the specified locations.

After planting, the Contractor shall water and keep all newly planted trees viable for an 18-month period. Any trees which do not survive during this period must be removed and replaced with new trees.

This work will be paid for at the LUMP SUM price for TREE PLANTING, LOCATION NO. X, which price shall include the cost for all labor, equipment, and materials to complete the work.

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

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

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

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 the Contract Administrator.

The Project Labor Agreement must be signed by the successful bidder prior to award of the contract. Failure to execute the Project Labor Agreement will render the successful bidder as non-responsive.

**TRAFFIC CONTROL PLAN:** Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these Special Provisions, and any special details and Highway Standards contained herein. Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following highway standards relating to traffic control:

701001          701006          701101          701106          701901

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

Traffic Control and Protection (Special)  
Vehicle and Equipment Warning Lights  
Work Zone Traffic Control  
Work Zone Traffic Control Surveillance

Cost for this work shall be considered as included in the cost of Tree Planting, Location No. X, and no additional compensation will be allowed.

**TRAFFIC CONTROL AND PROTECTION:** 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 the furnishing, installing, maintaining, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing the traffic during the construction of this project.

All traffic control devices used on this project shall conform to the plans, special provisions, highway standards, Standard Specifications, and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. No modification of these requirements will be allowed without prior written approval of the Engineer.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices as directed by the Engineer. At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a sub-contractor, consent



shall be requested of the Engineer at the time of the preconstruction meeting in accordance with 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.

Cost for this work shall be considered as included in the cost of Tree Planting, Location No. X, and no additional compensation will be allowed.

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

The Illinois Department of Transportation is not a member of JULIE and does not locate its own facilities. The Contractor must obtain the services of a qualified electrical contractor to locate such state-owned facilities.

**PROTECTION OF EXISTING FACILITIES:** The Contractor shall maintain and protect all existing facilities, both on-site and off-site, including but not limited to utilities, roadways, trees, tree limbs, landscaping, lawns, and buildings which are not scheduled for removal or replacement under this project. The Contractor shall provide any required sheeting, shoring, covering or other means and methods to protect existing facilities. The Contractor shall bear all costs and make all arrangements to repair or replace, any existing facility, both on-site and off-site, damaged as a result of construction, which is not scheduled for removal or replacement as part of this project.

**INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the St. Clair County Transit District, their agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of the St. Clair County Transit District's architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by laws and regulations regardless of the negligence of any such party. In any and all claims against the St. Clair County Transit District or any of their consultants, agents, or employees by any employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the

Contractor shall not extend to the liability of the St. Clair County Transit District or their consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

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

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

The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts either of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the St. Clair County Transit District or anyone employed therein or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor). The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and the St. Clair County Transit District has issued a notice to the Contractor that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

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

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the St. Clair County Transit District, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the St. Clair County Transit District prompt, written notice if the Contractor believes that any significant changes in the work or

variations from the contract documents have been caused thereby. If the St. Clair County Transit District determines that a change in the contract documents is required because of the action taken in response to an emergency, a work directive change or change order will be issued to document the consequences of the changes or variations.

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



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 5 / District 8  
1102 Eastport Plaza Drive / Collinsville, Illinois 62234-6198

September 26, 2023

ACCESS PERMIT APPLICATION No. 8-33477 Tree Replacement & Mitigation  
FAI Route 64 (I-64)  
Section 82-8  
St. Clair County  
Location: MetroLink Single Track  
East of Rieder Road to West of IL Route 4

St. Clair County Transit District  
Attn: Ken Sharkey  
27 North Illinois Street  
Belleville, IL 62220

Dear Mr. Sharkey:

The enclosed Access Permit form and bond must be properly executed and returned to this office before your Permit will be issued. Please execute the permit application form (all signatures must be in ink) in the following manner:

1. Sign on the line marked "Applicant".
2. Have a disinterested person (not a relative) sign in the space marked "Witness".
3. Affix the date the form was signed in the spaces provided.
4. The full mailing addresses of both signatories (witness and applicant) must be completed.
5. DO NOT write in the space provided for Department of Transportation officials.

We have also enclosed a set of instructions and an electronic copy of the Highway Permit Bond in the amount of \$5,000,000.00, to guarantee proper installation and maintenance of the proposed construction. The bond should be executed by you, or your Contractor, with a reliable surety company licensed by the State of Illinois on the date the bond is executed. The bond form MUST BE signed in the lower right-hand corner by the principal securing the bond. Three ORIGINAL copies must be returned to the Department for issuance of the desired permit.

After you have properly executed the permit application and bond in accordance with the above instructions, return the permit application and the three copies of the Bond to this office for final approval by officials of the Department. **When you receive your approved copy of this permit, and when you have notified the Department as required in the permit, you may begin the work as set forth in your permit.** Should you have any questions concerning this matter, please contact RuAnna Stumpf, Permits Unit Chief, at (618) 346-3280, or via e-mail at [ruanna.stumpf@illinois.gov](mailto:ruanna.stumpf@illinois.gov).

Sincerely,

Kirk H. Brown, P.E.  
Region Five Engineer



Joseph D. Monroe, P.E.

District Operations Engineer

RMS: rms/33477 app letter

**INSTRUCTIONS FOR EXECUTING  
HIGHWAY PERMIT BONDS & NOTARY PUBLIC CERTIFICATION**

**HIGHWAY PERMIT BOND (3 COPIES)**

1. **BY PRINCIPAL** – When the principal on the bond is incorporated, the President and Secretary or their respective assistants shall sign the bond and have the corporate seal affixed thereto.
2. **BY SURETY COMPANY** – The bond must be signed by a regular officer or an attorney-in-fact of the surety company, and the company's seal must be affixed.

A certified copy of the authority of the officer or attorney-in-fact so executing the bond must be attached and this authority must be shown to be in full force and effect on the date on which the bond is executed. If more than one bond is executed, attach such a copy to each bond.

**NOTARY PUBLIC CERTIFICATION (1 COPY)**

The signature of the regular officer or attorney-in-fact of the surety company must be acknowledged before a Notary Public residing in the County where the bond was executed, the date of acknowledgment to be the same or subsequent to the date of execution of the bond.

After approval by officials of the Department, an approved copy of the Permit and Bond will be returned to the Principal. One approved copy of the Permit and Bond will also be returned directly to the Agent.

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me personally appeared \_\_\_\_\_ with

whom I am personally acquainted, who, being by me duly sworn, said: That s/he resides in the County of

\_\_\_\_\_, that s/he is the

Attorney-in-Fact of the \_\_\_\_\_ Corporation described in and which executed the foregoing instrument that s/he knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors thereof and of his/her office under the by-laws of said Company; that s/he signed his/her name thereto as Attorney-in-Fact by like authority, and that s/he is the Attorney-in-Fact as of this date.

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

(SEAL)

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



**Illinois Department  
of Transportation**

**Individual Highway Permit Bond**



Address	City	State	District	Bond No.
1102 Eastport Plaza Drive	Collinsville	IL	8	

KNOWN ALL MEN BY THE PRESENTS, That I (We) St. Clair County Transit District  
(Name of Applicant)

27 North Illinois Street	Belleville	IL	62220
(Mailing Address)	City	State	Zip Code

as Principal, and \_\_\_\_\_  
(Surety Company)

a corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Illinois, are held firmly bound unto the people of the State of Illinois in the penal sum of \*\*\*\*\* Five Million and 00/200 \*\*\*\*\* Dollars

( \$5,000,000.00 ) lawful money of the United States well and truly to be paid unto said people of the State of Illinois, for payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, Highway Permit No. 8-33477 MetroLink Tree Mitigation Issued by the Department of Transportation of the State of Illinois grants to St. Clair County Transit District permission and authority to construct, locate, operate, and maintain the work described in said Permit, upon or adjacent to

FAI \_\_\_\_\_ Route 64 \_\_\_\_\_ in St. Clair County as more fully described in said Permit and Sketch, which by this reference are made a part hereof as if written herein at length, in and by which Permit and Sketch the said Principal has promised and agreed to perform said described operation and related activities in accordance with the terms and conditions of and description in said Permit and Sketch.

NOW THEREFORE, if the said Principal shall well and truly perform said operations in accordance with the terms and conditions of and description in said Permit and Sketch to the satisfaction of said Department, and shall perform no other work or construction at said location without first applying for and receiving another permit from said Department, then no claim or demand will be made against the above obligation. Otherwise, this bond or so much thereof as may be necessary shall insure to the said Department as cost and expense to change and correct, during a period of 2 years from the date of approval of this bond by the Department, said construction to conform to the terms and conditions of and description in said Permit and Sketch.

IN WITNESS WHEREOF, WE HAVE DULY EXECUTED THE FOREGOING

This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

Principal Name  
\_\_\_\_\_

Surety  
\_\_\_\_\_

Address  
\_\_\_\_\_

Address  
\_\_\_\_\_

City State Zip Code  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City State Zip Code  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone  
\_\_\_\_\_

Attorney in Fact Date  
\_\_\_\_\_  
\_\_\_\_\_

Signature Date  
\_\_\_\_\_  
\_\_\_\_\_

(Seal)

(Seal)

Agent for Surety  
\_\_\_\_\_

Department of Transportation Signature Date  
\_\_\_\_\_  
\_\_\_\_\_

Address  
\_\_\_\_\_

Regional Engineer

City State Zip Code  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety Signature Date  
\_\_\_\_\_  
\_\_\_\_\_



# Illinois Department of Transportation

## Highway Permit

District Serial No. 8-33477

St. Clair County Transit District

27 North Illinois Avenue

(Name of Applicant)

(Mailing Address)

Belleville,

Illinois 62220

(City)

(State/Zip Code)

hereinafter termed the Applicant,

requests permission and authority to perform certain work herein described on the right-of-way of the State Highway known as FAI Route 64 (I-64) Section 82-8, East of Rieder Road to West of IL 4 St. Clair County.

Location: Tree Mitigation and Replacement addressing approximately 1900 trees removed along EB I-64 under Access Permit 8-33476 on State right-of-way from east of Rieder Road to IL 4.

**The Applicant, or their contractor, shall provide a satisfactory surety bond in the amount of \$5,000,000.00, to remain in force for a period of 2 years, as guarantee of the fulfillment of the obligations assumed under this permit, and as guarantee St. Clair County Transit District will water and keep newly planted trees viable for an 18-month period. Any trees which do not survive during this period must be removed and replaced with new trees.**

Locations for Mitigated Trees are as follows and as shown on the plan overview:

I-64 at IL 4	500 Trees
I-64 at Rieder Road	100 Trees
I-255 at Horseshoe Lake Rd	400 Trees
I-255 at I-270	600 Trees
IL 255 at New Poag Road	100 Trees
IL 255 at Madison Avenue	200 Trees
IL 255 at South End Connector, West	30 Trees

All Traffic Control measures must be approved by the Department prior to being implemented. The Applicant, or their Contractor, must submit the BSPE 725 form Traffic Control and Authorization to the District 8 Permit office at least three weeks in advance of any work within the State right-of-way. Approved traffic control devices must be erected and maintained at all times work is conducted on the State right-of-way or within 15' of the edge of the traveling lane. All traffic control must follow approved IDOT Highway Standards.

It is understood that the work authorized by this permit shall be completed within the timeframes established for this project. Additional time extensions may be granted at the discretion of the Department.

**This permit is subject to the conditions and restrictions that accompany this permit.**

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Signed \_\_\_\_\_

St. Clair County Transit District

Signed \_\_\_\_\_

Witness

Mailing Address

Mailing Address

City

State/Zip Code

City

State/Zip Code

SIGN AND RETURN TO: Bureau of Operations, 1102 Eastport Plaza Drive, Collinsville, IL 62234

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

DEPARTMENT OF TRANSPORTATION

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

Region Five Engineer

## DISTRICT 8 ACCESS PERMIT SHEET APPLICABLE TO PERMIT NO. 8-33477

**First:** The Applicant represents and warrants that he/she is the party in interest respecting this Permit and that he/she is the agent in fact with authority to bind all parties in interest to the obligations and undertakings agreed to in this Permit. The Applicant represents and warrants that the property lines shown on the attached plan sheet(s) or sketch are true and correct, and that all proposed work is accurately depicted thereon.

**Second:** The proposed work shall be located and constructed to the satisfaction of the Regional Engineer or his/her duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the Regional Engineer. The Applicant agrees to complete all work to the standards and specifications identified by the Regional Engineer or his/her authorized representative as a condition of granting this Permit. The Applicant agrees to furnish all labor, equipment and material, and do all work and pay all costs associated with the work authorized by this Permit. The Applicant agrees to restore any and all damaged portions of the highway right-of-way to the condition satisfactory to the Regional Engineer or his/her authorized representative including, but not limited to, all landscape restoration. The Applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the Regional Engineer or his/her duly authorized representative. Any and all documents, writings and notes reflecting or identifying the standards, specifications, understandings and conditions applicable to the performance of the permitted work required by the Regional Engineer or his/her authorized representative are hereby incorporated into this Permit by reference as though fully set forth herein.

**Third:** The Applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. Traffic controls and work site protection shall be in accordance with the applicable requirements of Part 6 (Temporary Traffic Control) of the Illinois Manual on Uniform Traffic Control Devices and with the traffic control plan if one is required elsewhere in the permit. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the Applicant. The work may be done on any day except Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Work shall be done only during daylight hours.

**Fourth:** The work performed by the Applicant is for the bona fide purpose expressed and not for the purpose of, nor will it result in, the parking or servicing of vehicles on the highway right-of-way. Signs located on or overhanging the right-of-way shall be prohibited.

**Fifth:** The Applicant shall engage in only the proposed work approved herein, and subject to the hazards incident to such activities, assumes all risks associated therewith. The Applicant assumes full and strict liability for the actions of itself, all parties in interest, its agents and employees, contractors, subcontractors and consultants. The Applicant and all parties in interest shall save, defend, hold harmless and indemnify the State of Illinois and each of its officers, agents, employees, invitees and others associated with it from and against any and all suits, claims, actions, losses, injuries, damages, judgments and expenses that are based on, or that arise or are alleged to have arisen out of the performance of the work approved herein, including, but not limited to, any act, willful or intended, or negligence of the Applicant and any party in interest, its agents and employees, contractors, subcontractors and consultants whether at law, in equity or common law. In the event the Applicant or any party in interest fails, neglects, or refuses to comply with any provision of this indemnity, the State of Illinois may take any action necessary to protect itself from liability, including any action to pay, settle, compromise and procure the discharge thereof, in which case the Applicant or any party in interest, jointly and severally, shall be liable and bound unto the State of Illinois for any and all expenses related thereto, including attorney's fees.

**Sixth:** The State reserves the right to make such changes, additions, repairs and relocations within its statutory limits to the facilities constructed under this permit or their appurtenances on the right-of-way as may at any time be considered necessary to permit the relocation, reconstruction, widening or maintaining of the highway and/or provide proper protection to life and property on or adjacent to the State right-of-way. However, in the event this permit is granted to construct, locate, operate and maintain utility facilities on the State right-of-way, the Applicant, upon written request by the Regional Engineer, shall perform such alterations or change of location of the facilities, without expense to the State, and should the Applicant fail to make satisfactory arrangements to comply with this request within a reasonable time, the State reserves the right to make such alterations or change of location or remove the work, and the Applicant agrees to pay for the cost incurred.

**Seventh:** This permit is effective only insofar as the Department has jurisdiction and does not presume to release the Applicant from compliance with the provisions of any existing statutes or local regulations relating to the construction of such work.

**Eighth:** The Construction of access driveways is subject to the regulations listed in the "Policy on Permits for Access Driveways to State Highways." If, in the future, the land use of property served by an access driveway described and constructed in accordance with this permit changes so as to require a higher driveway type as defined in that policy, the owner shall apply for a new permit and bear the costs for such revisions as may be required to conform to the regulations listed in the policy. Utility installations shall be subject to the "Policy on the Accommodation of Utilities on Right-of-Way of the Illinois State Highway System."

**Ninth:** If the work covered by this permit includes construction of additional lanes, turn lanes, median cross-overs or traffic signals on, along or adjacent to a highway under Department jurisdiction, the permittee shall use only contractor(s) approved by the Department of Transportation for the performance of said work on the State highway. A contractor currently prequalified by the Department in the work rating governing the said work shall be approved. Prior to the commencement of the said work on the State highway, the applicant shall furnish the Regional Engineer a copy of the contractor's current Certificate of Eligibility, or, if the permittee proposes to use a contractor not currently prequalified by the Department, information satisfactory to the Department evidencing the contractor's qualification and ability to perform the said work. No work on the State highway shall be performed until the Department issues an approval of the proposed contractor.



## DISTRICT 8 ACCESS PERMIT SHEET APPLICABLE TO PERMIT NO. 8-33477

All trees must be of a native Illinois species and shall be a minimum 3" diameter trunk or a minimum height of 6'. A mixture of trees at each location will be acceptable. The Contractor shall provide documentation of the time of purchase, the types of trees obtained, and the name of the nursery or business providing the trees. The Contractor must provide a proposal for each location identifying the types of trees to be planted and the cut sheets for each tree. The Contractor shall also be responsible for staking the gridlines and location of each tree.

All trees must be a minimum distance of 50' from the edge of pavement for the entrance or exit ramp and they shall be spaced at approximately 30' centers. Locations of trees shall follow the out-lined areas on the following sheets and shall not block sight distance for the operations of the interchanges. The Department must approve all layouts prior to the planting of trees at any of the specified locations.

Maintenance of the mitigated trees shall become the Department's responsibility after the 18-month growing period established above.

The Applicant must furnish the Department with the name and telephone number of an authorized agent. This person is to be responsible and available for contacts from the Department to discuss and resolve problems that arise during the construction of the work covered by this permit.

All construction methods and materials shall comply with the applicable provisions of the State of Illinois "Standard Specifications for Road and Bridge Construction" adopted January 1, 2022, and other applicable specifications and policies of the Department. The Department will perform random inspections as time and manpower allow, but the day-to-day supervision is the applicant's responsibility.

At all times during construction, the applicant shall be responsible for maintaining the highway surface in a safe and slightly manner. Any mud or debris which might be tracked or spilled onto the highway surface shall be immediately removed. The applicant, his successors or assigns shall maintain that portion of the drive on State right-of-way in a manner satisfactory to the Department, otherwise the State reserves the right to maintain the shoulder included in the entrance drive to the same standard as if it were highway shoulder.

No overhead flood light fixtures, advertising signs, or signs of any kind shall be placed on/or overhang the State right-of-way. Following completion of the construction on the highway right-of-way, all broken concrete or any other waste dirt or materials shall be removed from the highway right-of-way, and the remaining grassed areas prepared for seeding.

The applicant shall be responsible for determining location of and protecting all facilities on the public right-of-way including buried facilities. The applicant must notify J.U.L.I.E. at 1-800-892-0123, at least one week in advance of any excavation to have all existing utilities located. The applicant shall be responsible for the cost of repair or replacement of any such facilities damaged as a result of the work covered herein. The applicant shall assume all responsibility for interference with utilities in, along or upon said right-of-way.

**The Department is not a member of JULIE and does not locate its own facilities (such as underground conduit and/or cable for traffic signals or highway lighting). The applicant, at his/her own expense, must obtain the services of a qualified electrical contractor to locate such state-owned facilities.**



I-64 at IL 4                      500 Trees at 30' centers (125 each quadrant)  
Mixtures of Hardwoods, Conifers, and Red Buds  
Trees to be planted no closer than 50' from the edge of ramp pavement with the green areas above.



I-64 at Rieder Rd

100 Trees at 30' centers (50 in each quadrant)

Mixtures of Hardwoods, Conifers, and Red Buds

Trees to be planted no closer than 50' from the edge of ramp pavement with the green areas above.





I-255 at Horseshoe Lake Rd      400 Trees at 30' centers (200 each quadrant)  
Mixtures of Hardwoods, Conifers, and Red Buds  
Trees to be planted no closer than 50' from the edge of ramp pavement with the green areas above.



I-255 at I-270      600 Trees at 30' centers (150 each quadrant)

Mixtures of Hardwoods, Conifers, and Red Buds

Trees to be planted no closer than 50' from the edge of ramp pavement with the green areas above.





IL 255 at New Poag Rd                      100 Trees (50 each quadrant)  
Mixtures of Hardwoods, Conifers, and Red Buds  
Trees to be planted no closer than 50' from the edge of ramp pavement with the green areas above.



IL 255 at Madison Avenue      200 Trees (100 each quadrant)  
Mixtures of Hardwoods, Conifers, and Red Buds  
Trees to be planted no closer than 50' from the edge of ramp pavement with the green areas above.





Old US 67 at New US 67, South end, west Right-of-Way, south of Delhi

30 Evergreen Trees, in 2 rows of 15, along back of right-of-way at top of slope

Mixtures of Hardwoods, Conifers, and Red Buds

Trees to be planted no closer than 30' from the edge of Relocated US 67 pavement within the area above.



## 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 – Tree Mitigation.

### 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: MetroLink Tree Mitigation

- 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: MetroLink Tree Mitigation - 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.

## **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.

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

**“669.04 Regulated Substances Monitoring.** Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 “Regulated Substances Monitoring Daily Record (RSM DR)”.

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing.”

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.”

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

**“669.07 Temporary Staging.** Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or

odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option."

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

"The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCS GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory."

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

"Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04."

## **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.”

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 County Transit District Board

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Gonzalez Companies, LLC

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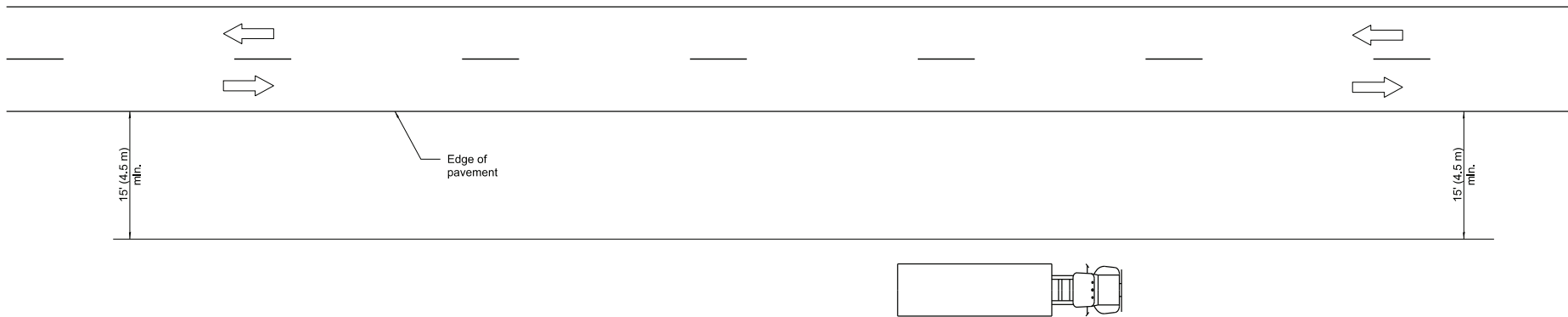
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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.



**TYPICAL APPLICATIONS**

- Landscaping work
- Utility work
- Fencing contracts and maintenance
- Cleaning culverts

**GENERAL NOTES**

This Standard is used where at all times all vehicles, equipment, workers or their activities are more than 15' (4.5 m) from the edge of pavement.

When the work operation requires that two or more work vehicles cross the 15' (4.5 m) clear zone in any one hour, traffic control shall be according to Standard 701006.

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

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-05	Revised title and notes.

**OFF-RD OPERATIONS,  
2L, 2W, MORE THAN  
15' (4.5 m) AWAY**

**STANDARD 701001-02**

**Illinois Department of Transportation**

APPROVED January 1, 2009

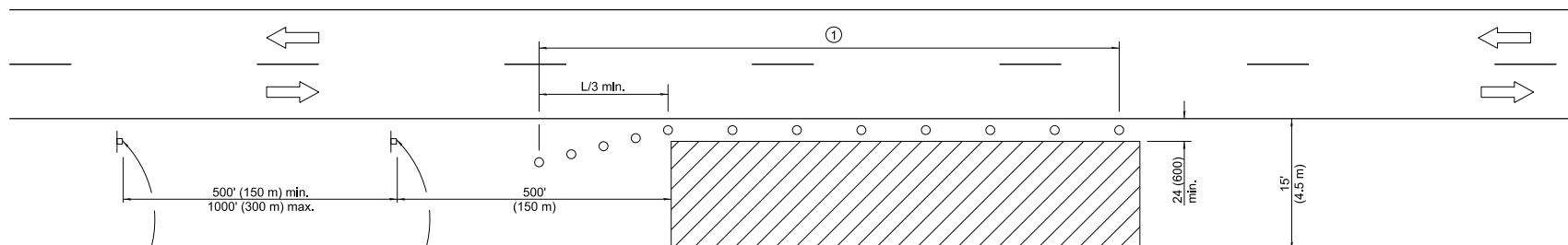
ENGINEER OF OPERATIONS

APPROVED January 1, 2009

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-07





For contract  
construction  
projects

W20-1103(0)-48

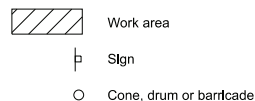
For maintenance  
and utility  
projects

W20-1(0)-48

## TYPICAL APPLICATIONS

Utility operations  
Culvert extensions  
Side slope changes  
Guardrail installation and maintenance  
Detention Installation  
Landscaping operations  
Shoulder repair  
Sign installation and maintenance

## SYMBOLS



- ① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (15 m) centers through the remainder of the work area.

## GENERAL NOTES

This Standard Is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$

W = Width of offset  
In feet (meters).

S = Normal posted speed  
mph (km/h).

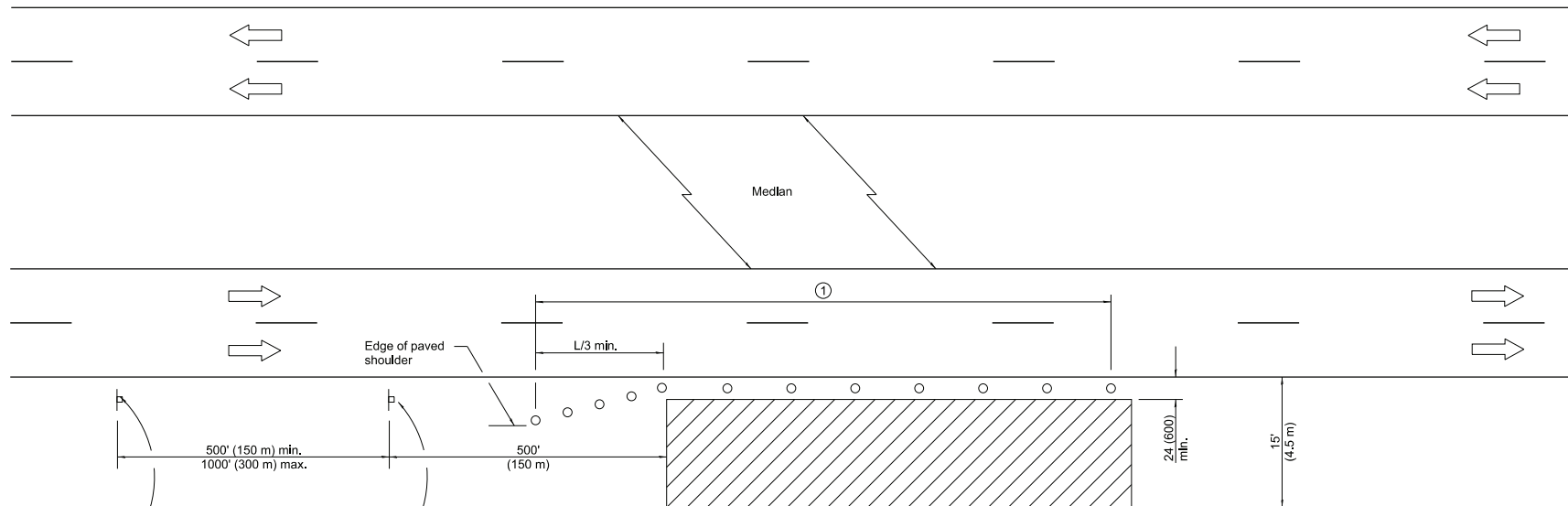
All dimensions are in Inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

**OFF-ROAD OPERATIONS, 2L, 2W,  
15' (4.5 m) TO 24" (600 mm)  
FROM PAVEMENT EDGE**

**STANDARD 701006-05**

Illinois Department of Transportation	
APPROVED <i>[Signature]</i> January 1, 2014 ENGINEER OF SAFETY ENGINEERING	ISSUED 1-1-14
APPROVED <i>[Signature]</i> January 1, 2014 ENGINEER OF DESIGN AND ENVIRONMENT	



For contract construction projects



W20-1103(0)-48



W21-1(0)-48

For maintenance and utility projects



W20-1(0)-48

### TYPICAL APPLICATIONS

Utility operations  
Culvert extensions  
Side slope changes  
Guardrail installation and maintenance  
Delineator installation  
Landscaping operations  
Shoulder repair  
Sign installation and maintenance

- ① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (15 m) centers through the remainder of the work area.

### SYMBOLS

- Work area  
 Sign  
 Cone, drum or barricade

### GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT

FORMULAS

English (Metric)

40 mph (70 km/h) or less:

$$L = \frac{WS^2}{60}$$

$$L = \frac{WS^2}{150}$$

45 mph (80 km/h) or greater:

$$L = (W)(S)$$

$$L = 0.65(W)(S)$$

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

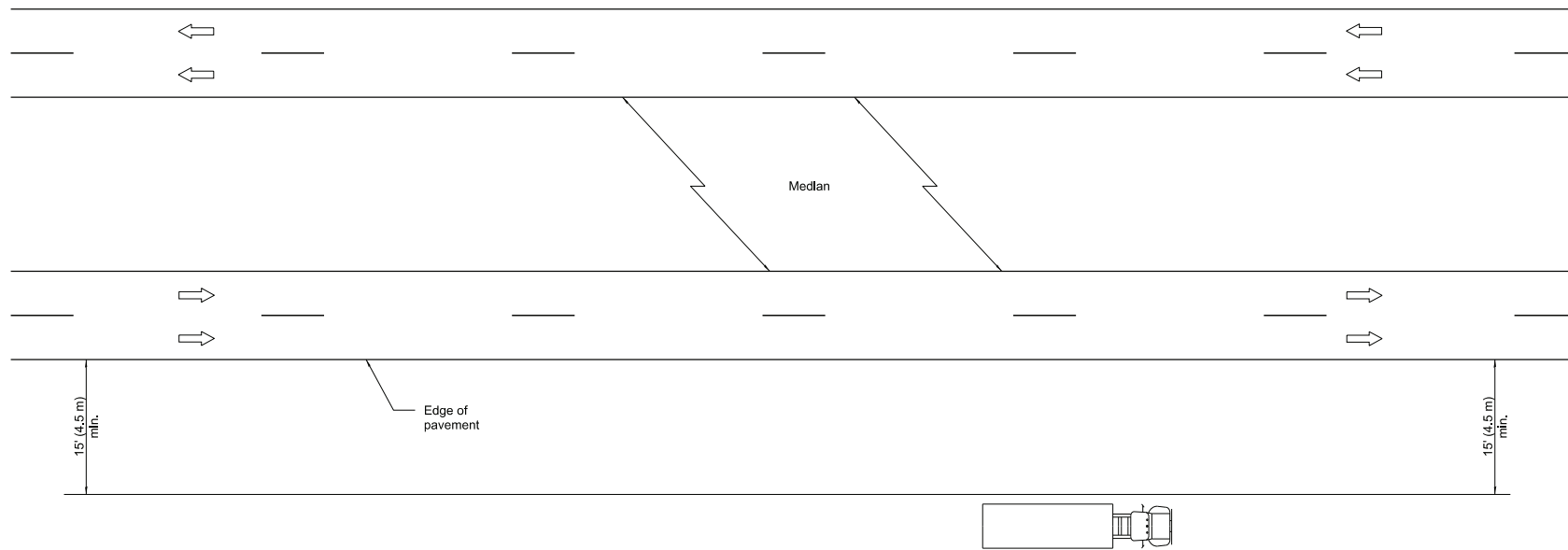
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-1-16	Corrected typo in title.
1-1-14	Revised workers sign number to agree with current MUTCD.

**OFF-ROAD OPERATIONS, MULTILANE,  
15' (4.5 m) TO 24' (600 mm)  
FROM PAVEMENT EDGE**

**STANDARD 701101-05**

Illinois Department of Transportation	
APPROVED  January 1, 2016 ENGINEER OF SAFETY ENGINEERING	ISSUED 1-1-147
APPROVED  January 1, 2016 ENGINEER OF DESIGN AND ENVIRONMENT	



### TYPICAL APPLICATIONS

Landscaping work  
Utility work  
Fencing contracts

### GENERAL NOTES

This Standard is used where at all times all vehicles, equipment, workers or their activities are more than 15' (4.5 m) from the edge of pavement.

When the work operation requires that two or more work vehicles cross the 15' (4.5 m) clear zone in any one hour, traffic control shall be according to Standard 701101.

This Standard also applies to work performed in the median more than 15' (4.5 m) from either pavement.

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

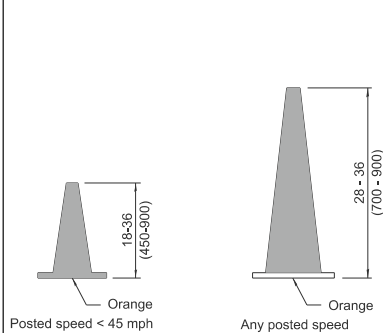
Illinois Department of Transportation	
APPROVED	January 1, 2009
ENGINEER OF OPERATIONS	
APPROVED	January 1, 2009
ENGINEER OF DESIGN AND ENVIRONMENT	

ISSUED 1-1-97

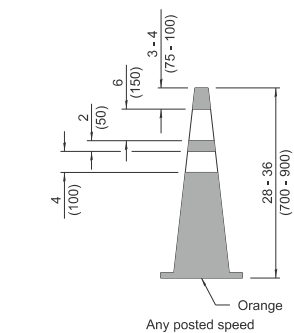
DATE	REVISIONS
1-1-05	Switched units to English (metric).
	Revised title.
1-1-97	Renum. Standard 2313-6.

**OFF-RD OPERATIONS, MULTILANE,  
MORE THAN 15' (4.5 m) AWAY**

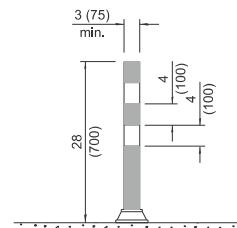
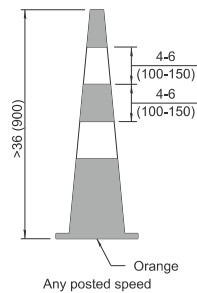
**STANDARD 701106-02**



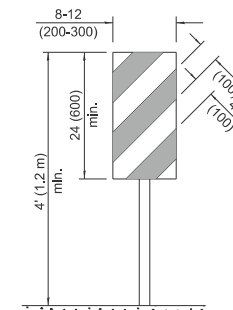
**DAYTIME USE**



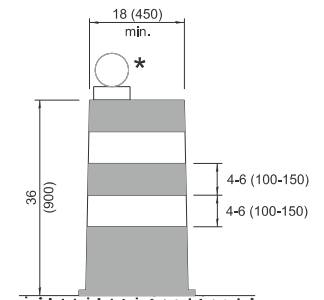
**DAY OR NIGHTTIME USE**



**TUBULAR MARKER**

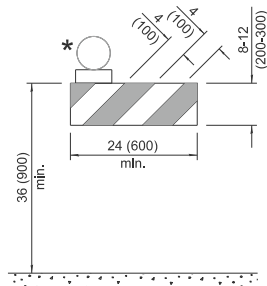


**VERTICAL PANEL  
POST MOUNTED**

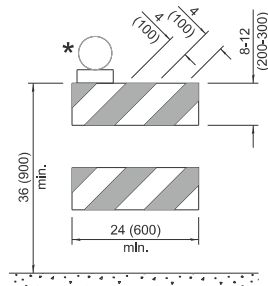


**DRUM**

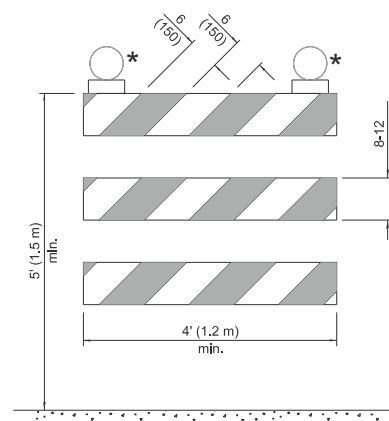
**CONES**



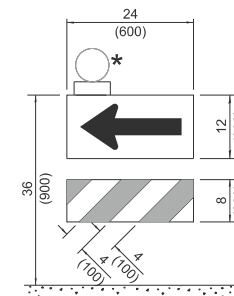
**TYPE I BARRICADE**



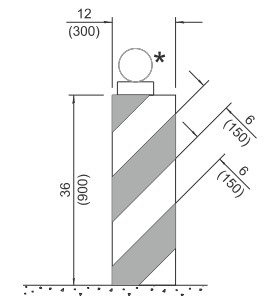
**TYPE II BARRICADE**



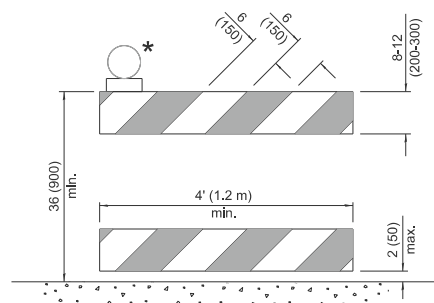
**TYPE III BARRICADE**



**DIRECTION INDICATOR  
BARRICADE**



**VERTICAL BARRICADE**



**DETECTABLE PEDESTRIAN  
CHANNELIZING BARRICADE**

★ Warning lights (if required)

**GENERAL NOTES**

All heights shown shall be measured above the pavement surface.

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

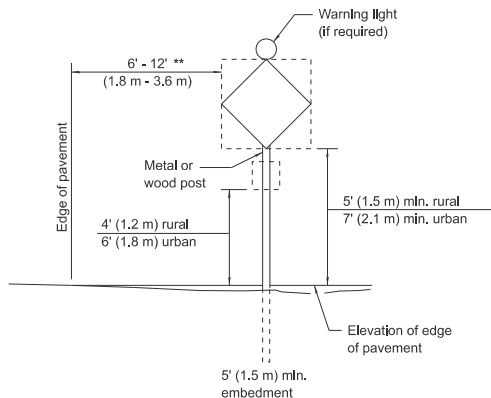
APPROVED <i>[Signature]</i> January 1, 2025 ENGINEER OF SAFETY PROGS. AND ENGINEERING APPROVED <i>[Signature]</i> January 1, 2025 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-1

DATE	REVISIONS
1-1-25	Updated Temporary Rumble Strip Detail (sht. 3).
1-1-24	Revised Type III Barricade notes (sht. 3) & moved warning light on post mounted signs to top center.

**TRAFFIC CONTROL  
DEVICES**

(Sheet 1 of 3)

**STANDARD 701901-10**



#### POST MOUNTED SIGNS

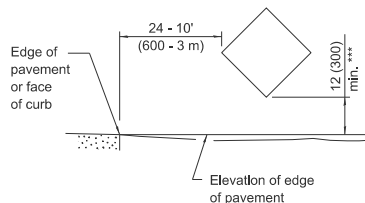
\*\* When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



W12-I103-4848

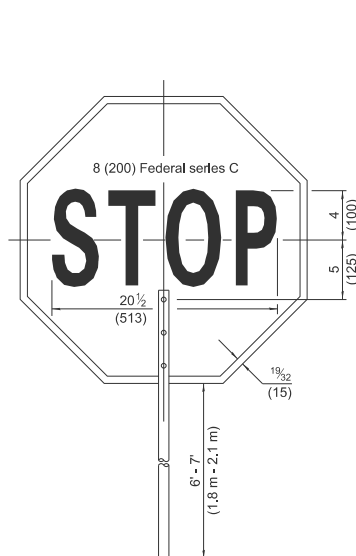
#### WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.

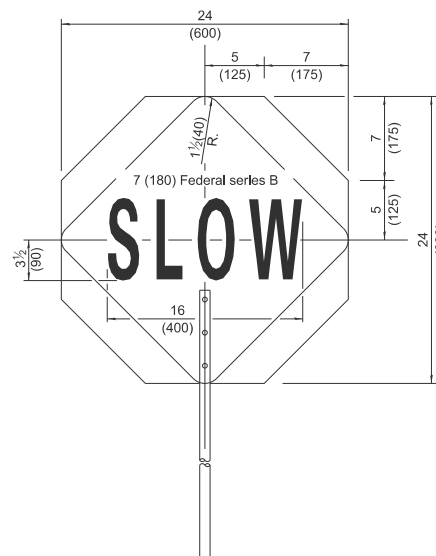


#### SIGNS ON TEMPORARY SUPPORTS

\*\*\* When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.

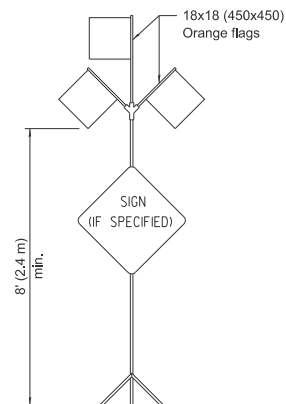


FRONT SIDE



REVERSE SIDE

#### FLAGGER TRAFFIC CONTROL SIGN



#### HIGH LEVEL WARNING DEVICE



G20-I104(0)-6036



G20-I105(0)-6024

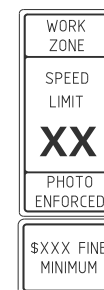
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

#### WORK LIMIT SIGNING



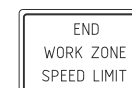
W21-I115(0)-3618

R2-1-3648

R10-I108p-3618 \*\*\*\*

R2-I106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.



G20-I103-6036

This sign shall be used when the above sign assembly is used.

#### HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

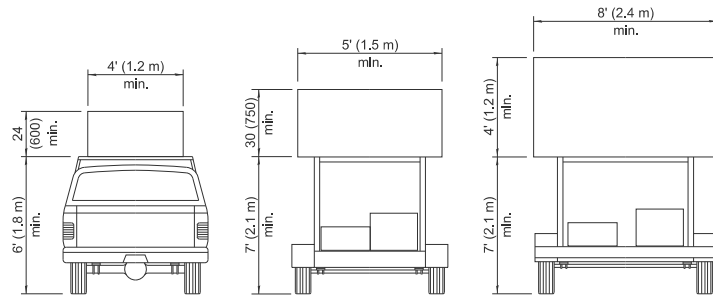
\*\*\*\* R10-I108p shall only be used along roadways under the jurisdiction of the State.

#### TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-10

Illinois Department of Transportation	
APPROVED <u>January 1, 2025</u> ENGINEER OF SAFETY PROS. AND ENGINEERING APPROVED <u>January 1, 2025</u> ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-13

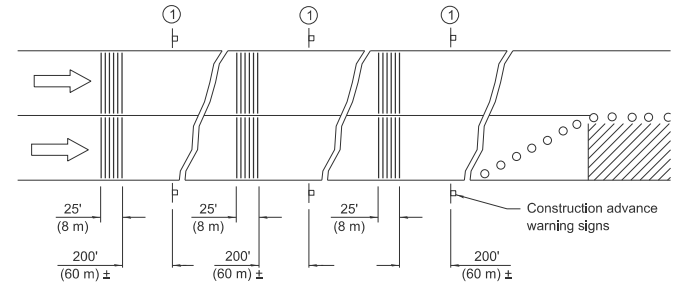


**TYPE A  
ROOF  
MOUNTED**

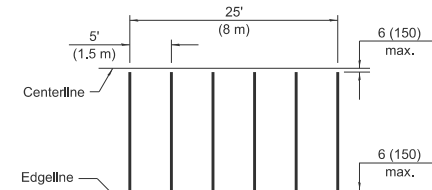
**TYPE B  
ROOF OR TRAILER  
MOUNTED**

**TYPE C  
TRAILER  
MOUNTED**

### ARROW BOARDS

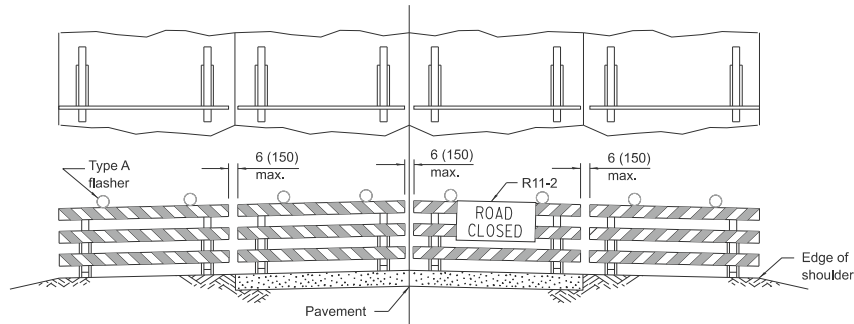


① This sign shall be omitted when median width is less than 10' (3 m).



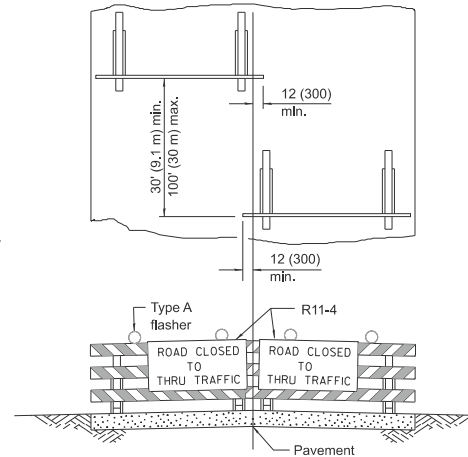
### TYPICAL INSTALLATION

### TEMPORARY RUMBLE STRIPS



#### ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades.



#### ROAD CLOSED TO THRU TRAFFIC

Reflectorized striping shall appear on both sides of the barricades.

### TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

If a Type III barricade with an attached sign panel which meets NCHRP 350 or MASH is not available, the sign may be mounted on an NCHRP 350 or MASH temporary sign support directly in front of the barricade.

### TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

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