



Board of Commissioners  
Special Meeting  
(Virtual Meeting)  
August 27, 2020  
9:15 AM

**Open Session Agenda**

## Notice of Meeting and Agenda

### Bi-State Development Board of Commissioners Special Meeting (Virtual Meeting)

**Thursday, August 27, 2020 at 9:15 AM**

**Headquarters - Board Room, 6<sup>th</sup> Floor  
211 N. Broadway, Suite 650 - St. Louis, Missouri 63102**

**This location is accessible to persons with disabilities. Individuals with disabilities needing information or communication accommodations should call Bi-State Development at (314) 982-1400; for TTY access, call Relay 711. Sign language interpreter services or other accommodations for persons with hearing or speech disabilities will be arranged if a request for such service is made at least two days in advance of the meeting. Large print material, Braille material or other formats will also be provided upon request.**

Agenda	Disposition	Presentation
1. Call to Order	Approval	Chair Windmiller
2. Roll Call	Quorum	M. Bennett
3. A Resolution of the Board of Commissioners of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Authorizing the President and CEO to Enter Into a Memorandum of Agreement with Local 2 (Missouri) and Local 309 (Illinois) of the International Brotherhood of Electrical Workers (IBEW) (Resolution 1076)	Approval	T. Roach / J. Mefford-Miller C. Stewart / V. Chaffen
4. A Resolution of the Board of Commissioners of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Approving an Intergovernmental Agreement between the St. Clair County Transit District and the Bi-State Development Agency, for a Project Extending MetroLink from Shiloh0Scott Station to Mid America Airport (Resolution 1071)	Approval	T. Roach / C. Poehler
5. Adjournment		Chair Windmiller

**Open Session Item**

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**Bi-State Development Agency  
Board of Commissioners Special Meeting  
Open Session Agenda Item  
August 27, 2020**

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**From:** Taulby Roach, President and Chief Executive Officer  
**Subject:** International Brotherhood of Electrical Workers, Locals #2 and #309 Collective Bargaining Agreement  
**Disposition:** Approval  
**Presentation:** Jessica Mefford-Miller, Executive Director, Metro Transit; Charles Stewart, Executive Vice President of Organizational Effectiveness; Virgie Chaffen, Director of Labor Relations

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**Objective:**

To present to the Board of Commissioners for approval a request to authorize the President and CEO to enter into a 3-year collective bargaining agreement between Bi-State Development and the International Brotherhood of Electrical Workers (**IBEW**), Locals 2 and 309.

**Background:**

Since June 2018, Bi-State Development's bargaining team has worked with the International Brotherhood of Electrical Workers Locals 2 (St. Louis) and 309 (Illinois), to negotiate a new contract. Throughout this process, staff has remained committed to providing our IBEW team members with a meaningful wage and benefit package that provides fair compensation for the hard work they do every day, and allows the Agency to achieve critical business objectives.

IBEW membership did not accept the initial contract offer in January 2020. Subsequently the Agency and IBEW participated in two days of contract mediations in February 2020 and July 2020, which resulted in a second contract offer. On July 29, 2020 the IBEW membership approved the Agency's revised contract offer that addresses wages, benefits, and other terms of employment. This contract retains the financial basis and business objectives of the Agency's previous offer, and provides additional explanation and assurance to IBEW team members.

The financial terms of this contract are within those parameters previously authorized by the Board of Commissioners.

**Analysis:**

This contract offer delivers a competitive benefit package that:

- Increases IBEW team member wages and benefits more than \$1,556,790 million over three years;
- Enhances our ability to recruit and retain new Electricians and Sign Workers;
- Provides competitive wages and shift differentials for evening and weekend work.

### **Compensation:**

- Wage increases for all members:
  - FY20      2.25%
  - FY21      3%
  - FY22      3%

In lieu of retroactive pay, this contract offers a one-time payment of \$2,275 to electricians and \$1,800 to sign workers. With the increased incentives offered under this contract taken into account, the wage and benefit increase exceeds 10.76% over three years.

### **Incentives and Wage Enhancements**

- Work leaders will receive an \$1.25 per hour premium;
- Sign Workers' 2<sup>nd</sup> shift premiums will increase from \$0.75 to \$1.00 per hour;
- Electricians' 2<sup>nd</sup> & 3<sup>rd</sup> shift differential will increase from \$0.75 to \$1.00 per hour;
- Newly established weekend differential for both electrician and sign workers to be paid a \$1.00/hour premium, in addition to any other premium.

### **Medical & Retirement Benefits**

- No increase in medical plan contribution rates for calendar year 2020;
- The Agency is committed to ensuring greater transparency in the calculation of medical benefit costs, and will incorporate a more robust transparency process with the union leadership prior to the benefits open enrollment period;
- Increased retirement plan contributions to maintain competitiveness to attract and retain talent while preparing for retirement. Specifically:
  - For employees hired after January 1, 2014 the Agency will contribute 3% of the employees' gross wages to the National Electrical Benefit Fund (NEBF) pension plan, increase its matching of base wages from 1% to 2% (effective January 1, 2021), and match 50% of any amount voluntarily contributed by the employee to the Defined Contribution Plan up to a maximum of 5% of the employees' wages;
  - For employees hired before January 1, 2014 (initially in the Defined Benefits Plan), can voluntarily participate in METRO 401K program, where the Agency will match 50% of any amount voluntarily contributed by the employee to the Defined Contribution Plan up to a maximum of 2% of the employees wage, effective January 1, 2021.
- Increased and updated the Medicare Supplement plan for retirees from \$100.00 to \$115.00 per month

**This contract includes other notable items that are intended to:**

- Expand access to accrued leave through the use of single-day vacation and sick days, intended to accommodate conditions like short-term illnesses;
- Ensure there is sufficient rest time for employees working overtime and additional volunteer/emergency shifts;
- Created opportunities to develop a shortened work week shift option.

**Board Action Requested:**

Management requests the approval of the International Brotherhood of Electrical Workers, Local 2 and 309 Collective Bargaining Agreement for the period of three years from July 1, 2019 to June 30, 2022.

**Attachments:**

BSD - IBEW 2019 – 2022 Collective Bargaining Agreement

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
AUTHORIZING THE PRESIDENT AND CEO TO ENTER INTO A  
MEMORANDUM OF AGREEMENT WITH LOCAL 2 (MISSOURI) AND LOCAL 309 (ILLINOIS) OF  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)**

**PREAMBLES:**

*Whereas*, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency/ BSD") is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the "Board"); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. § 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact") to plan, construct, maintain, own and operate passenger transportation facilities, and perform all other necessary and incidental functions, and to disburse funds for its lawful activities, and to contract and be contracted with; and

*Whereas*, in accordance with Board Policy, Chapter 70.040, *Labor Relations* it is the policy of the Board to provide management with broad goals for collective bargaining; however, management has the responsibility for conducting labor negotiations, and the Board must approve all collective bargaining agreements negotiated by management; and

*Whereas*, the Bi-State Development Agency ("Agency") and the International Brotherhood of Electrical Workers ("IBEW") Local 2 (Missouri) and Local 309 (Illinois) have been engaging in collective bargaining agreement negotiations for a new contract; and

*Whereas*, the Agency and IBEW have reached an agreement on the terms of a new collective bargaining agreement, which is attached and incorporated herein by reference; and

*Whereas*, and the IBEW memberships voted to approve the contract offer on July 29, 2020; and

*Whereas*, it is feasible, necessary and in the best interests of the public and the Agency for the Board to authorize the President and CEO, to enter into a Memorandum of Agreement with the IBEW Local 2 (Missouri) and Local 309 (Illinois), as approved by the memberships on July 29, 2020, in accordance with the terms and conditions described herein.

**NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of a Memorandum of Agreement with the International Brotherhood of Electrical Workers (IBEW) Local 2 (Missouri) and Local 309 (Illinois). The Board of Commissioners hereby authorizes the President and CEO to enter into a Memorandum of Agreement with the IBEW Local 2 (Missouri) and Local 309 (Illinois), as approved by the memberships on July 29, 2020, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions herein provided.

Section 3. Form of the Agreement. The form of the Memorandum of Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), substantially in the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby

authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect the Agreement, with the necessity and desirability of such changes, modifications, insertions and omissions conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including without limitation, the President and CEO, the Executive Director, Metro Transit, and the Chief Financial Officer, are hereby authorized and directed to execute all documents, pay or cause to be paid all costs, expenses and fees incurred, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, the execution of which shall be conclusive evidence of such necessity or advisability.

Section 5. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof, and that the Board intends to adopt each part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be, or to have been, unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine the valid portions, standing alone, are incomplete and are therefore incapable of being executed in accordance with the intent of this Resolution.

Section 6. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency officers and employees.

Section 7. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 8. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 9. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** by the Board of Commissioners of the Bi-State Development Agency this 27<sup>th</sup> day of August, 2020.

*In Witness Whereof*, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By \_\_\_\_\_

Title \_\_\_\_\_

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Deputy Secretary to the Board of Commissioners

**Open Session Item 3**  
**Attachment**

# MEMORANDUM OF AGREEMENT

Between

**LOCAL NO. 2 and LOCAL NO. 309  
of the  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS**

and

**BI-STATE DEVELOPMENT AGENCY  
of the  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
(Transit Division)**

Effective From

**July 1, 2019**

Through

**June 30, 2022**

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**THIS MEMORANDUM OF AGREEMENT**, executed as of **August \_\_\_\_, 2020**, by and between Local No. 2 and Local No. 309 of the International Brotherhood of Electrical Workers affiliated with American Federation of Labor, hereinafter designated "Union" or "IBEW", and Bi-State Development Agency of the Missouri-Illinois Metropolitan District, hereinafter designated "Metro" or "Agency", **WITNESSETH:**

That Metro and Union do hereby mutually agree as follows:

### **SECTION 1. TERM OF AGREEMENT.**

This agreement shall be effective on the parties hereto and their respective successors and assigns, as of July 1, 2019, and shall remain in full force and effect through June 30, 2022, and from year to year thereafter, unless amended or terminated by giving ninety (90) days written notice by either party to the other prior to June 30, 2022, or any anniversary thereof.

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing and signed by the parties hereto.

### **SECTION 2. RECOGNITION.**

Metro fully recognizes Union as provided in this Agreement and will not directly or indirectly interfere with or prevent the joining of Union by any person employed by Metro who is qualified to become a member of Union. Metro will neither discharge nor discriminate against any employee because of his connection with the Union.

Union dues shall be deducted from the employee's pay once each month and shall be forwarded to the Union's local financial secretary within ten (10) days after such deduction, provided, however, this provision shall be applicable only with respect to such employees who have delivered to Metro their duly executed assignment on all authorization to do so as prescribed by the National Labor Relations Act as amended. This provision shall be effective the first full month following ratification of the agreement.

### **SECTION 3. EMPLOYEES COVERED.**

This Agreement shall apply to all members of the Union who are now employed or who may hereafter be employed by Metro in the job classes listed in the section of this agreement titled **SECTION 14 JOB CLASSES AND JOB DESCRIPTIONS** during the term of this Agreement. Where the term "employee" is used in this Agreement, it shall be deemed to mean such persons.

### **SECTION 4. GRIEVANCES.**

Metro shall meet and treat, through its properly accredited officers, with the properly accredited officers and committees of the Union on all questions and grievances to be submitted in writing that may arise during the life of this Agreement or any extension thereof.

### **SECTION 5. ARBITRATION.**

There shall be no strikes or lockouts on the property of Metro by or against the Union or the employees during the term of this Agreement or any extension thereof.

Any questions relating to grievances or the interpretation of any provision of this Agreement arising between Metro and the Union or the employees which cannot be amicably adjusted by conferences, shall be submitted to arbitration as provided herein.

Should the Union elect to submit such questions for arbitration, notice of such election shall be transmitted to the Agency within forty-five (45) calendar days of the Union's receipt of the Agency's decision in Step 3 of the grievance procedure. If the parties cannot mutually agree to the selection of an arbitrator within five (5) calendar days of the Agency's receipt of the Union's election of arbitration, the Union shall request a panel of arbitrators from a regional panel from the Federal Mediation and Conciliation Service. Selection of the arbitrator shall then be made by alternatively striking names from the list provided by the FMCS. The findings of the arbitrator shall be final and binding on the parties hereto.

Metro shall pay the expenses of its witnesses; the Union shall pay the expenses of its witnesses. The fees of the arbitrator and all other expenses of arbitration shall be divided and paid equally by Metro and the Union.

#### **SECTION 6. DISCHARGE OR DISCIPLINE.**

Union agrees that it will not in any way interfere with or limit the right of Metro to discharge or discipline its employees where sufficient cause can be shown.

Metro shall from time to time make such reasonable rules and regulations for the conduct of its employees and protection of the property under its care as may be consistent with the intent and terms of this Agreement, and all employees shall be required to observe the letter and spirit of such rules and regulations in their conduct toward each other, toward those in authority over them in the service, and toward the public. Repeated disobedience of such rules and regulations shall be deemed sufficient for discharge.

#### **SECTION 7. PROBATIONARY PERIOD.**

Each employee hired into a regular position shall undergo a probationary period of ninety (90) work days. All of the provisions of this Agreement, except those provisions relating to the grievance procedure and arbitration, sick leave, vacation benefits shall apply to new employees who have been in the employment of Metro for less than ninety (90) work days. All employees shall become a member of the Union in full standing after the completion of such probationary period.

#### **SECTION 8. TEMPORARY EMPLOYEES.**

Temporary employees shall be those employed for periods of three months or less. If employed beyond three months, they shall have become members of the Union in full standing, and shall be required to serve a probationary period of only thirty (30) work days, commencing the first day hired into a regular position.

#### **SECTION 9. SENIORITY.**

Seniority shall be determined based on the date on which an employee in a job covered by this Agreement first began uninterrupted service with Metro. Seniority shall not be interrupted by a layoff and recall as set out in this Agreement.

Employees placed in supervisory positions or transferring to Division 788, ATU will be given sixty (60) days in which to qualify and in which to exercise their option of remaining in their new position or returning to their former position without giving up their seniority.

If an employee is disqualified within sixty (60) work days, the employee shall return to his former position with full seniority.

## **SECTION 10. HOLDING OFFICE IN UNION.**

Any employee elected to fill an office in the Union which requires his absence from duty with Metro, shall be granted a leave of absence and upon his return from leave shall be reinstated to his former position with Metro with full seniority provided that in no case will the number of such employees exceed two.

## **SECTION 11. AWARDING OF POSITIONS.**

### **A. SIGN WORKER, FACILITIES ELECTRICIAN, SIGNAL ELECTRICIAN METROLINK AND TRACTION POWER ELECTRICIAN METROLINK JOBS:**

When Metro determines it is necessary to fill a job in the class of Sign Worker, Facilities Electrician, Signal Electrician MetroLink, or Traction Power Electrician MetroLink, notice of the vacancy will be posted for five (5) work days. The posting will include job classification, work hours, days off and reporting location. The job will be awarded to the most senior applicant currently holding a position within that job classification. If there are no applicants from within the affected job classification, the most senior internal applicant currently holding a position in another electrician classification will be awarded the job. If there are no internal applicants, the job will be filled by Metro.

### **B. ELECTRICAL APTITUDE TEST**

Prior to being interviewed for a job in the job classification of Facilities Electrician, Signal Electrician MetroLink, or Traction Power Electrician MetroLink, applicants not currently holding a job in the class of Facilities Electrician, Signal Electrician MetroLink, or Traction Power Electrician MetroLink, must successfully pass a mechanical, high voltage electrical and electronic aptitude examination, which will include testing the ability to understand plans, schematics, operating and service manuals and the ability to maintain and trouble shoot electrical systems. The administered test will be agreed to by both Metro and the Union. Any employee that does not pass the test will not be allowed to retake the test for a minimum of sixty (60) calendar days.

#### **1. Qualification Period**

Employees who are awarded a job in the job classification of Facilities Electrician, Signal Electrician MetroLink, or Traction Power Electrician MetroLink, as a result of the bidding process will be subject to a one hundred-twenty (120) work day period during which the employee must

demonstrate proficiency in the duties of the job class which they were awarded. If the employee has held a job within the classification awarded within the last five (5) years, such employee will not have to re-qualify.

Such one hundred-twenty (120) work day period shall begin on the date of the job award or the successful completion of any formal training, whichever date is later. Formal training will start within 180 calendar days of the date of the job award. In the event management disqualifies an applicant from within the bargaining unit, he/she will be returned to a position in his/her former job class. Bargaining unit employees who are awarded a job shall have a thirty (30) work day period during which the employee may withdraw and return to his/her former job class. Any employee who withdraws shall not be permitted to bid on a job in that same job classification for two (2) years following the withdrawal. If necessary to provide a vacant position in the former job class, the least senior employee in the job class will be laid off.

Employees who are awarded a job in the classification of Facilities Electrician, Signal Electrician MetroLink, or Traction Power Electrician MetroLink, will be subject to a twelve (12) month lock-in period following the award during which the employee cannot bid or pick into a different job classification. However, the twelve (12) month lock-in period does not apply to jobs awarded within the same job classification.

## **SECTION 12. JOB PICK.**

**A. Annual Job Pick.** There will be an annual pick of jobs during the month of March. Jobs posted for the selection will indicate job classification, regular work hours, normal reporting location, and days off. Any job changes resulting from this selection will be effective on the first Monday of April. Notice of job changes resulting from this selection will be made a minimum of five (5) working days prior to the date of transfer to the new assignment.

**B.** Metro reserves the right to use a job pick process in lieu of a job award process described in Section 11, to facilitate efficient selection and award of jobs when there are multiple job changes within the class of Sign Worker, Facilities Electrician, Signal Electrician MetroLink, or Traction Power Electrician MetroLink.

## **SECTION 13. LAYOFFS.**

### **A. LAYOFFS.**

In the event it becomes necessary to lay off Facilities, Traction Power, and/or Signal Electricians covered under this Agreement, strict seniority shall be followed, with the least senior employee in the job classification laid off first. An employee in an electrician classification may exercise his/her seniority in a layoff and select a position in a different job class. Employees who exercise their seniority to bump a less senior employee in a different electrician classification will be subject to a one hundred-twenty (120) work day qualification period in accordance with Section 11 of this Agreement. Layoffs within the Sign Worker job classification shall be based strictly upon seniority within that classification.

## **B. RECALL FROM LAYOFF.**

When, within a period of three (3) years, it becomes necessary to employ additional employees, any former employees, who are qualified for the position, laid off within such period of time shall be entitled to recall from layoff in accordance with the procedures set out in this section.

Within fifteen (15) days from the date of a job posting, employees entitled to recall from layoff shall make satisfactory arrangements with Metro with regard to filling the job, or the employee's right to recall shall be forfeited. Notice of such job vacancies shall be sent to the employee's last known address by certified mail.

## **SECTION 14. JOB CLASSES & JOB DESCRIPTIONS.**

Job classifications covered by this Agreement include: SIGN WORKER, FACILITIES ELECTRICIAN, SIGNAL ELECTRICIAN METROLINK AND TRACTION POWER ELECTRICIAN METROLINK. Class specific Job Descriptions, Major Duties, and position requirements are included in their respective sections.

### **A. SIGN WORKER.**

Performs all work in the State of Missouri in connection with the installation and maintenance of bus stop stanchions and signs; delivers and picks up temporary bus stop and no parking signs; installs holders and timetables on bus lines, paints bus zones, parking lines and curbing at all Metro facilities, excluding inside bus garages, and other related work. The basic duties of this classification will be sign work, not assisting Electricians. It is not the intention of Metro to routinely use Sign Workers to do normal maintenance work of Electricians.

### **POSITION REQUIREMENTS**

1. Ability to perform the duties of the job safely, efficiently and in compliance with all applicable rules and regulations without direct supervision, including the ability to operate required vehicles or equipment.
2. Must successfully pass the examinations of MetroLink Operating Rules for MOW employees, and other safety rules, within the qualification period, and annually as required. Must observe all applicable Operating Rules, Safety Rules, Operating Procedures, and Work Instructions in the exercise of their duties.
3. Ability to obtain certification in CPR, First Aid and other safety practices. Required training to meet certification will be paid for by Metro and conducted during normal work hours.
4. **LICENSE:** Possession of a current, Missouri or Illinois valid Class A Commercial Driver's License and all required endorsements.
5. **MEDICAL AND PHYSICAL REQUIREMENTS:** Ability to perform the physical requirements of the job. Successful completion of a DOT Physical.

### **B. FACILITIES ELECTRICIAN.**

Facilities Electrician will be assigned to two separate divisions, Maintenance of Way (MOW) or Vehicle Maintenance Division (VMD). While major job duties and position requirements are similar, employees will be assigned to specific facilities and assignments within their respective divisions. Employees in the job classification of Facilities Electrician in either division will be allowed to bid or pick facility electrician positions in both divisions.

Facilities Electrician installs, maintains and repairs facility wiring, electrical fixtures, equipment, motors and lighting in all Metro facilities and transit properties. Shall be proficient with hand tools and shall troubleshoot electrical equipment and wiring with the aid of test equipment such as ohmmeter, ampmeter, or voltage testers. Assists in the maintenance and repair of other electrical systems of the MetroLink light rail system during emergencies and service disruptions.

### **MAJOR DUTIES AND RESPONSIBILITIES**

1. Installs, inspects, maintains, repairs and provides diagnostic analysis of facility electrical systems in all Metro facilities and transit properties, including but not limited to: wiring, lighting, motors, power distribution, power disconnect equipment, HVAC systems, and maintenance equipment.
2. Responds to calls for service to diagnose and correct emergencies involving Metro electrical systems on a twenty-four (24) hour basis.
3. Operates various vehicles and equipment associated with the maintenance and repair of the Metro electrical systems both on the road and on rail.
4. Activation and deactivation of facility and station electrical systems, and assists in activation and deactivation of other electrical systems during emergencies and service disruptions.
5. Assists in the maintenance and repair of wayside signal and train control systems and highway grade crossing warning systems of the MetroLink light rail system during emergencies and service disruptions.
6. Assists in the maintenance and repair of traction power systems of the MetroLink light rail system during emergencies and service disruptions.
7. Trims trees, bushes and shrubs on Metro Property around electrical systems including, but not limited to, high voltage wire, transformers, and switchgear

### **POSITION REQUIREMENTS**

1. Considerable experience as a fully qualified electrician with experience maintaining facility electrical systems.
2. Prior to being interviewed for a job, applicant must successfully pass mechanical, high voltage electrical and electronic aptitude examinations, which will include testing the ability to understand plans, schematics, operating and service manuals, and the ability to maintain and trouble shoot electrical systems.
3. Ability to perform the duties of the job safely, efficiently and in compliance with all applicable rules and regulations without direct supervision, including the ability to operate required vehicles or equipment.

4. Must successfully pass the rules and safety examinations of their division (MOW or VMD), within the qualification period, and annually as required. Must observe all applicable Operating Rules, Safety Rules, Operating Procedures, and Work Instructions in the exercise of their duties.
5. Ability to obtain certification in CPR, First Aid and other safety practices. Required training to meet certification will be paid for by Metro and conducted during normal work hours.
6. LICENSE: Possession of a current, Missouri or Illinois valid Class A Commercial Driver's License and all required endorsements.
7. MEDICAL AND PHYSICAL REQUIREMENTS: Ability to perform the physical requirements of the job. Successful completion of a DOT Physical.
8. During severe weather conditions, including torrential rain, hail, and/or lightning, employees shall not be required to perform work on equipment or circuits energized at 600V or above except in emergencies and until properly trained. Training and required PPE will be provided by the Agency.
9. When working on energized high voltage (600V or greater) equipment, two (2) employees shall be assigned where safety is a concern. Metro will provide required PPE equipment.
10. Successful completion of training program and post-training qualification period for their respective job class.

#### **C. SIGNAL ELECTRICIAN METROLINK.**

Performs highly skilled technical work in the inspection, troubleshooting, maintenance, repair and diagnostic analysis of the MetroLink wayside signal and train control systems, and highway grade crossing warning systems. The position requires extensive knowledge of both AC and DC electrical systems, knowledge of mechanical systems, and a thorough knowledge of the specifications and functioning of wayside signal, train control system, and highway grade crossing warning systems. Assists in the maintenance and repair of other electrical systems of the MetroLink light rail system during emergencies and service disruptions.

#### **MAJOR DUTIES AND RESPONSIBILITIES**

1. Installs, inspects, maintains, repairs and provides diagnostic analysis on the wayside signaling and train control equipment, including but not limited to: interlocking signals, track circuits, relays, signal equipment houses and their components, grade crossing warning flashers and crossing gates, underground cable, switch machines and power distribution to switches and switch heaters.
2. Responds to calls for service to diagnose and correct emergencies involving MetroLink electrical systems on a twenty-four (24) hour basis.
3. Operates various vehicles and equipment associated with the maintenance and repair of the Metro electrical systems both on the road and on rail.
4. Performs activation and deactivation of signal and train control systems, and assists in activation and deactivation of the electric traction power systems, and other electrical systems during emergencies and service

disruptions.

5. Assists in the maintenance and repair of traction power systems of the MetroLink light rail system during emergencies and service disruptions.
6. Assists in the maintenance and repair of electrical support systems, such as power, lighting and power control systems at all MetroLink stations and along the MetroLink System during emergencies and service disruptions.
7. Trims trees, bushes and shrubs on Metro Property around electrical systems, including, but not limited to, signal houses and grade crossings.

#### **POSITION REQUIREMENTS**

1. Considerable experience as a fully qualified electrician or signal man with railroad or transit signal experience, or directly related experience.
2. Prior to being interviewed for a job, applicant must successfully pass mechanical, high voltage electrical and electronic aptitude examinations, which will include testing the ability to understand plans, schematics, operating and service manuals, and the ability to maintain and trouble shoot electrical systems.
3. Ability to perform the duties of the job safely, efficiently and in compliance with all applicable rules and regulations without direct supervision, including the ability to operate required vehicles or equipment.
4. Must successfully pass the examinations of MetroLink Operating Rules for MOW employees, and other safety rules, within the qualification period, and annually as required. Must observe all applicable Operating Rules, Safety Rules, Operating Procedures, and Work Instructions in the exercise of their duties.
5. Ability to obtain certification in CPR, First Aid and other safety practices. Required training to meet certification will be paid for by Metro and conducted during normal work hours.
6. LICENSE: Possession of a current, Missouri or Illinois valid Class A Commercial Driver's License and all required endorsements.
7. MEDICAL AND PHYSICAL REQUIREMENTS: Ability to perform the physical requirements of the job. Successful completion of a DOT Physical.
8. During severe weather conditions, including torrential rain, hail, and/or lightning, employees shall not be required to perform work on equipment or circuits energized at 600v or above except in emergencies and until properly trained. Training and required PPE will be provided by the Agency.
9. When working on energized high voltage (600V or greater) equipment, two (2) employees shall be assigned where safety is a concern. Metro will provide required PPE equipment.
10. Successful completion of training program and post-training qualification period for their respective job class.

#### **D. TRACTION POWER ELECTRICIAN METROLINK.**

Performs highly skilled technical work in the inspection, troubleshooting, maintenance, repair, and diagnostic analysis of all components of the MetroLink and Loop Trolley electric traction power generation and distribution system, including but not limited to: substations, power

return to substations, catenary systems, and related equipment. The position requires extensive knowledge of both AC and DC high voltage electrical generations and distribution systems, thorough knowledge of maintenance of: catenary systems, substation systems and distribution systems. Assists in the maintenance and repair of other electrical systems of the MetroLink light rail system during emergencies and service disruptions. The scope of work performed for the Loop Trolley is defined in the agreement between the Agency and the Loop Trolley.

### **MAJOR DUTIES AND RESPONSIBILITIES**

1. Installs, inspects, maintains, repairs, and provides diagnostic analysis on the traction power substations and catenary systems, including, but not limited to: traction power substations, catenary poles and foundations, catenary support arms and associated components, messenger and contact wire, catenary insulating devices, power disconnect and switching devices, surge protection devices and switch heater feeds.
2. Responds to calls for service to diagnose and correct emergencies involving MetroLink electrical systems on a twenty-four (24) hour basis.
3. Operates various vehicles and equipment associated with the maintenance and repair of the Metro electrical systems both on the road and on rail.
4. Performs activation and deactivation of the electric traction power systems, and assists in activation and deactivation of other electrical systems during emergencies and service disruptions.
5. Assists in the maintenance and repair of wayside signal and train control systems and highway grade crossing warning systems of the MetroLink light rail system during emergencies and service disruptions.
6. Assists in the maintenance and repair of electrical support systems, such as power, lighting, and power control systems at all MetroLink stations and along the MetroLink System during emergencies and service disruptions.
7. Trims trees, bushes and shrubs on Metro Property around electrical systems, including, but not limited to, high voltage wires, catenary systems, and substations.

### **POSITION REQUIREMENTS**

1. Considerable experience as a fully qualified electrician with railroad or transit traction power substation and catenary systems, or directly related experience.
2. Prior to being interviewed for a job, applicant must successfully pass mechanical, high voltage electrical and electronic aptitude examinations, which will include testing the ability to understand plans, schematics, operating and service manuals, and the ability to maintain and trouble shoot electrical systems.
3. Ability to perform the duties of the job safely, efficiently and in compliance with all applicable rules and regulations without direct supervision, including the ability to operate required vehicles or equipment.
4. Must successfully pass the examinations of MetroLink Operating Rules for MOW employees, and other safety rules, within the qualification period, and annually as required. Must observe all applicable Operating Rules, Safety Rules, Operating Procedures, and Work Instructions in the exercise

of their duties.

5. Ability to obtain certification in CPR, First Aid and other safety practices. Required training to meet certification will be paid for by Metro and conducted during normal work hours.
6. LICENSE: Possession of a current, Missouri or Illinois valid Class A Commercial Driver's License and all required endorsements.
7. MEDICAL AND PHYSICAL REQUIREMENTS: Ability to perform the physical requirements of the job. Successful completion of a DOT Physical.
8. During severe weather conditions, including torrential rain, hail, and/or lightning, employees shall not be required to perform work on equipment or circuits energized at 600V or above except in emergencies and until properly trained. Training and required PPE will be provided by the Agency.
9. When working on energized high voltage (600V or greater) equipment, two (2) employees shall be assigned where safety is a concern. Metro will provide required PPE equipment.
10. Successful completion of training program and post-training qualification period for their respective job class.

**E. Red rating.** Employees assigned to work in a lower classification shall retain their current rate of pay. Employees assigned to a higher classification shall receive the rate of the higher classification.

**F. Work leaders.** The Work Leader shall receive an additional \$1.25 per hour over their regular hourly rate of pay during times he/she is serving as a Work Leader. When an employee is upgraded to the Leader rate, such pay shall apply for vacation, holiday pay, and sick pay while holding the Leader designation.

An employee designated by Management to serve as a Work Leader shall receive an additional \$1.25 per hour over his/her regular hourly rate of pay. Work Leaders shall layout and assign work, check out finished work, assure that crews are working effectively, provide instruction and guidance to other employees, acquire material and equipment, execute paperwork and perform such other work as is required for the efficient operation of the unit to which they are assigned. In the absence of the regular supervisor, a Work Leader may be relieved of their regular work responsibilities in order to function more effectively as a leader, providing, however, the Work Leader shall not be required or allowed to exercise any disciplinary authority.

## **SECTION 15. WAGE RATES AND JOB TITLES.**

The following top wage rates shall be paid to employees in the listed job classes, less the progression rate for newly hired employees, effective on the date listed. The wage rate of employees in each Job Class was adjusted downward on 11/01/03 to fund the initial NEBF contribution.

### Top Wage Rates and Effective Dates

Wage Increase	2.25%	3%	3%
Job Title	Year 1 July 1, 2019	Year 2 July 1, 2020	Year 3 July 1, 2021
Facilities Electrician Top Rate	\$32.12	33.08	34.07
Signal Electrician MetroLink Top Rate	\$32.12	33.08	34.07
Traction Power Electrician MetroLink Top Rate	\$32.12	33.08	34.07
Sign Worker Top Rate	\$22.47	\$23.14	\$23.83

In lieu of retroactivity, electricians will receive a one-time ratification pay of **\$2,275** and sign workers will receive a one-time ratification pay of **\$1,800**, if the Agency's Final Offer is ratified by the bargaining unit and executed no later than September 1, 2020.

The progression rate for all newly hired employees in all classifications covered by this Agreement shall be as follows:

Time Period	Percent of Top Rate For all Classifications
First Three (3) Months	90%
Second Three (3) Months	95%
Thereafter	100%

The percentage progression factor shall apply to each new employee during his/her first six (6) months of employment.

### SECTION 16. WORK HEADQUARTERS.

Each employee shall begin and end their work day at a headquarters designated by Metro at the time of the pick or as designated on each job posting. Metro plans to continue maintaining reporting locations in Missouri and Illinois for employees engaged in the maintenance of the MetroLink Light Rail System. However, Metro reserves the right to consolidate this work force into a single location at a later date. Metro will provide the Union thirty (30) calendar days' notice of Metro's intent to consolidate headquarters. Metro shall provide ice and water for employees year round.

### SECTION 17. SUBCONTRACTING.

Metro shall have the right to engage firms for construction or other work provided that it does not result in the layoff of employees under this Agreement during such work.

In the event that an electrical project arises that is outside the scope of normal IBEW work, Metro may elect at its discretion, to sign a side agreement with IBEW to allow such work to be performed internally rather than using an outside contractor providing it can be shown to result in a cost savings to Metro.

## **SECTION 18. WORK HOURS & SHIFT DIFFERENTIAL.**

### **A. SIGN WORKER:**

1. **FIRST SHIFT:** The regular first shift working hours shall be an eight (8) hour shift, completed within eight and one-half consecutive hours, between the hours of 6:00 A.M. and 3:00 P.M. Monday through Friday.
2. **SECOND SHIFT:** Metro may establish a second shift of eight (8) hours, completed within eight and one-half consecutive hours, between the hours of 2:00 P.M. and 11:00 P.M., Monday through Friday. Employees assigned to the second shift will be paid a differential of an additional one dollar (\$1.00) per hour.
3. **WEEKENDS:** Employees who work on Saturday or Sunday will be paid a weekend differential of one dollar (\$1.00) per hour for all hours worked on Saturday or Sunday. This differential will be paid in addition to any applicable shift premiums.

### **B. FACILITIES ELECTRICIAN:**

**FIRST SHIFT:** The regular first shift work hours shall be an eight (8) hour shift, completed within eight and one-half consecutive hours between the hours of 6:00 A.M. and 3:00 P.M., Monday through Friday.

**SECOND SHIFT:** Metro may establish a second shift of eight (8) hours, completed within eight and one-half consecutive hours, between the hours of 2:00 P.M. and 11:00 P.M., Monday through Friday. Employees assigned to the second shift will be paid a differential of an additional one dollar (\$1.00) per hour.

**THIRD SHIFT:** Metro may establish a third shift of eight (8) hours, completed within eight and one-half consecutive hours, between the hours of 10:00 P.M. and 7:00 A.M., Monday through Friday. Employees assigned to the third shift will be paid a differential of an additional one dollar and fifty cents (\$1.50) per hour. A maximum of one-third (1/3) of the positions in the classification of Facilities Electrician can be established as third shift.

**WEEKENDS:** Employees who work on Saturday or Sunday will be paid a weekend differential of one dollar (\$1.00) per hour for all hours worked on Saturday or Sunday. This differential will be paid in addition to any applicable shift premiums.

### **C. SIGNAL ELECTRICIAN METROLINK AND TRACTION POWER ELECTRICIAN METROLINK:**

**FIRST SHIFT:** The regular first shift work hours for employees in these classifications shall be eight (8) hours to be completed within eight and one-half consecutive hours between the hours of 6:00 A.M. and 3:00 P.M., Monday through Friday. Metro may also establish a Tuesday through Saturday or Sunday through Thursday work schedule with the same hours.

**SECOND SHIFT:** Metro may establish a second shift of eight (8) hours, completed within eight and one-half consecutive hours, between the hours of 2:00 P.M. and 11:00 P.M., Monday through Friday. Employees assigned to the second shift will be paid a differential of an additional one dollar (\$1.00) per hour. Metro may also establish a Tuesday through Saturday or Sunday through Thursday work schedule with the same hours.

**THIRD SHIFT:** Metro may establish a third shift of eight (8) hours, completed within eight and one-half consecutive hours, between the hours of 10:00 P.M. and 7:00 A.M., Monday through Friday. Employees assigned to the third shift will be paid a differential of an additional one dollar and fifty cents (\$1.50) per hour. Metro may also establish a Tuesday through Saturday or Sunday through Thursday work schedule with the same hours.

**WEEKENDS:** Employees who work on Saturday or Sunday will be paid a weekend differential of one dollar (\$1.00) per hour for all hours worked on Saturday or Sunday. This differential will be paid in addition to any applicable shift premiums.

Metro agrees to offer a shortened workweek shift option for the job classifications of Signal Electrician MetroLink and Traction Power Electrician MetroLink. This shift option will be considered a third shift option and is in addition to the current third shift option included in Section 18C.3. The parties understand that the four day – ten hour (4/10) shifts referenced in this subsection may be discontinued by Metro in accordance with Section 18(d).

Metro may establish a third shift working four-ten hour days (4/10), between the hours of 7:00 P.M. and 7:00 A.M., with regular days off consisting of three consecutive days, including either Saturday or Sunday. Employees assigned a 4/10 third shift schedule will be paid a shift differential in accordance with the terms of this Agreement.

Other provisions of this Agreement to the contrary notwithstanding, pay practices related to employees who work a four ten hour day/four days a week schedule (4/10) shall be as follows:

1. Employees on the 4/10 schedule shall be paid at time and one-half for work performed in excess on ten (10) hours per day or forty (40) hours per week.
2. Employees will be scheduled to work ten (10) hours per day, to be completed in ten and one-half (10½) consecutive hours. (1/2 hour unpaid lunch period.)
3. Employees who work on any contractual holiday shall receive, in addition to ten (10) hours of holiday pay, time and one-half for work performed
4. Employees who do not work because they are authorized off on a holiday will be entitled to ten (10) hours of holiday at the straight time rate of pay.

5. Employees shall be paid eight (8) hours at their straight time rate for holidays which fall on scheduled days off and during vacation.
6. Employees absent from scheduled work due to jury duty or funeral leave shall be paid ten (10) hours for each ten (10) hour day missed from their regular schedule.
7. Sick leave shall be paid at the rate of ten (10) hours for each day at the employees' straight time rate of pay. (Note: Ten (10) hours of sick leave paid is deducted from the total number of sick leave hours accumulated. Sick leave will continue to accrue at the rate of eight (8) hours per month.)
8. Employees who request and are granted half (1/2) day vacation shall receive five (5) hours of vacation pay.
9. Single vacation days for employees on the 4/10 schedule shall be paid ten (10) hours at the straight time rate of pay, not to exceed the employees' accrued hours.
10. The method of computing vacation pay for 4/10 employees shall be on a workweek basis. Vacation pay shall produce but not exceed four (4) ten (10) hour days per week or ten (10) hours per day. (One week on vacation pay shall equal forty (40) hours which equals four (4) ten (10) hour days.)

**D. CHANGE IN SHIFT ASSIGNMENT (ALL CLASSES) PERMANENT CHANGE IN SHIFT ASSIGNMENT:**

Metro shall provide a minimum of one (1) weeks' notice to employees whose regular days off, work hours, or headquarters are to be permanently changed. Employees in the class of Sign Worker, Facilities Electrician, Signal Electrician MetroLink and Traction Power Electrician MetroLink may exercise their seniority to select a work shift within their classification when there is a permanent change in regular work hours, days off, or reporting location.

**E. TEMPORARY CHANGE IN ASSIGNMENT:**

It is recognized that conditions will occur which will require an employee's regular days off, work hours, or reporting location to be changed for a temporary duration. For such conditions, it is recognized that an employee's work week or work hours will be changed to meet such needs. The temporary change will not exceed thirty (30) work days per calendar year. Temporary transfers for training purposes are excluded from the thirty (30) day per calendar year provision. For these situations where the employee is not given five (5) work days' notice of change, such employee will be compensated for the first day of the reassignment at the overtime rate of time and one-half. Thereafter, they will be compensated at their normal rate of pay, including any shift differential.

**F. MEAL PERIOD:**

Employees will receive a thirty (30) minute meal period. Meal period will be adjusted as necessary to accommodate work. Employees not given an opportunity to take a thirty (30) minute meal break prior to being released from their assigned shift will be compensated at one and one-half times their applicable rate for thirty (30) minutes.

## SECTION 19. OVERTIME

For all time worked in excess of eight (8) hours per day and for work performed on regular days off, an employee shall be paid overtime at the rate of one and one-half (1/2) times his regular rate of pay. Time worked in excess of sixteen (16) consecutive hours (excluding lunch breaks) in any twenty-four (24) hour period shall be paid at the double time rate of pay. When employees are required to work overtime, they shall not be laid off during their regular working hours to equalize the time. Metro shall maintain and post an updated rotation list.

When an employee has worked twelve (12) hours continuously, the Agency shall make every effort possible to release the employee from work for a ten (10) hour rest period. An employee released for a rest period shall remain off the clock for ten (10) consecutive hours. If the rest period extends into the employee's regularly scheduled working hours, the employee shall not lose any straight time pay thereby.

**A. EXTENDED DUTY OVERTIME:** If it is determined it will be necessary for an employee to work past normal quitting time to complete a task, overtime will be offered to the assigned employee. If an adequate number of employees are not available, rotation will be followed within the job classification within the division.

Time worked following and continuous with a regularly assigned eight (8) hour work period shall be computed on actual minute basis and paid for at time and one-half rate (1/2) in fifteen (15) minute increments. The regularly assigned eight (8) hour work period is to be paid at straight time rate.

**B. PLANNED OVERTIME:** Planned overtime that has been announced at least sixteen (16) hours in advance will first be offered to the employees that were engaged in the task. If an adequate number of employees are not available, rotation will be followed within the job classification within the division. Planned overtime will be posted at all locations.

Employees assigned to perform work outside of and not continuous with regular working hours will be paid a minimum allowance of four (4) hours at the time and one-half (1/2) rate. If held longer than four (4) hours, they will be paid at the rate of time and one-half (1/2) computed on actual minute basis and paid for at time and one-half (1/2) rate in fifteen (15) minute increments.

If planned overtime is cancelled less than eight (8) hours prior to the scheduled start of the assignment, assigned employees will be compensated for four (4) hours at the time and one-half rate. Employees notified of cancellations prior to eight (8) hours to shift will receive no compensation.

**C. EMERGENCY CALL OUT OVERTIME:** Emergency Call Out overtime will be offered to the next available employee by rotation within the job classification within the division.

In the VMD Division, the Facilities Electrician who is assigned to the resident facility will be called first, but if not available, then the pool electricians, then other VMD Facilities Electricians will be called by rotation.

Employees released from duty and notified or called to perform work outside of and not continuous with regular working hours will be paid a minimum allowance of four (4) hours at the time and one-half (1/2) rate for each non-continuous callout. If held longer than four (4) hours, they will be paid at the rate of time and one-half computed on actual minute basis and paid for at time and one-half (1/2) rate in fifteen (15) minute increments. Upon completion of the Emergency Call Out repair, employees will not be held to perform routine maintenance tasks.

**D. STANDBY:** Metro may assign employees to be on standby with a pager or mobile phone, to be available for emergency work. Standby will be offered by rotation within the job classification within the division. If there are no volunteers, assignment of standby will be made on a rotation basis starting with the least senior employee in the job classification in the division. When so assigned, the employee will carry a Metro issued pager or mobile phone at all times. They will be allowed to travel away from home, but must remain within an area which will allow a response time to their reporting location within one hour. Employees shall respond to the supervisor by phone within five (5) minutes of notification and provide an estimated arrival time to their reporting location.

“Daily” Standby. Employees assigned to daily standby duty will receive four (4) hours pay at the time and one-half rate for the daily standby. The assigned employee will receive a minimum of four (4) hours pay at the time and one-half rate for each non-continuous callout.

“Weekend” Standby duty will commence when the employee ends their Friday shift and will cease when their Monday shift begins. Employees assigned to standby will receive eight (8) hours pay at the time and one-half rate for the weekend period. The assigned employee will receive four (4) hours pay at the time and one-half rate for each non-continuous callout during this period.

Failure to respond as outlined above will result in forfeiture of standby pay.

## **SECTION 20. MEAL ALLOWANCE.**

Employees engaged in emergency work outside of their regular work hours shall be paid a meal allowance of six dollars (\$6.00) for each four (4) hour period of work. Employees who accept a meal furnished by the Agency shall not also be entitled to the meal allowance.

Emergency work shall be any work performed outside of regular scheduled work hours, not scheduled sixteen (16) hours preceding start of said work. Meal allowance shall not be paid for call out work not exceeding four (4) hours.

## **SECTION 21. TUITION ASSISTANCE.**

Metro will establish a Tuition Assistance Program for IBEW Local No. 2 and IBEW Local No. 309 employees subject to the following conditions:

- by
- A. Approval for tuition assistance will be made in accordance with procedures established Metro.
  - B. Approval will be granted only for courses which are specifically related to the job currently being performed or for courses which provide the employee with training for a higher level job with the IBEW Local No. 2 and IBEW Local No. 309 Bargaining Unit. A degree that is job related courses or degrees which benefit Metro.
  - C. Employees who achieve satisfactory academic evaluation (For example, a grade of A, or C) will be reimbursed eighty-five percent (85%) tuition, registration, and laboratory fees. Such reimbursement will be for a maximum of four (4) courses per Metro fiscal year. A course shall be defined as the equivalent of a standard college course of 3 to 5 semester hours.
  - D. Courses must be taken at accredited colleges or universities or at federally or state approved technical or trade schools.
  - E. Reimbursement will not be made for items such as textbooks, course related materials, student parking and student incidentals.
  - F. Course attendance must be on non-working hours.

In the event an employee is required to take a course to improve knowledge or skills necessary for the satisfactory performance of the employee's current job duties, Metro will reimburse the employee for 100% of tuition, enrollment and registration fees, laboratory fees, textbooks, required course related materials and student parking.

## **SECTION 22. JURY SERVICE.**

An employee losing time from work for Jury Service shall be paid for such time at his/her regular rate of pay.

## **SECTION 23. WORK UNIFORM.**

Metro will provide an annual allowance for purchasing and replacement of work uniforms. This uniform allowance will be paid annually, starting with the second calendar year of employment, in a separate check, which will be issued within fifteen (15) days following October 1 of each year. This allowance is specifically intended as a reimbursement for bonafide, ordinary, and necessary business expenses incurred or reasonably expected to be incurred by employees receiving such allowance. The uniform shall consist of well-maintained denim or Docker (or similar style and quality) pants and a long or short sleeve collared shirt. Newly hired employees in this classification will be furnished five (5) sets of pants and ten (10) shirts of which five (5) may be short-sleeved and five (5) long-sleeved. In addition, one (1) jacket with zip out liner and one (1) set of coveralls will be furnished to employees in the first year. Employees are required to wear the specified work uniform for their classification at all times while on duty.

The current uniform allowance of three hundred eighty dollars (\$380.00) will increase to: four hundred dollars (\$400.00) effective 07/01/2020; and four hundred twenty dollars (\$420.00) effective 07/01/2021.

## **SECTION 24. WEEKLY PAYDAY.**

There shall be a payday once each week for all employees, with the provisions that such paydays may be spaced between Monday and Friday of each week, for the preceding week, depending upon the practical necessities for the preparation and distribution of the paychecks. Weekly payday will be either direct deposit or pay card. Pay issues of sixteen (16) hours or more will be resolved within two business days of notification of the problem. Pay issues of fifteen (15) hours or less will be resolved within the next pay period.

## **SECTION 25. FREE TRANSPORTATION.**

In accordance with the rules and regulations of the Bi-State Development Agency as adopted by the Bi-State Commission, free transportation shall be furnished to all employees on the buses and trains of the Bi-State Transit System, upon presentation of such credentials as such rules and regulations may from time to time require. Metro may assess a penalty against employees and members of the Union not to exceed ten dollars (\$10.00) for each loss of such credentials as may be furnished; provided, however, that upon termination of employment, Metro may assess a penalty not to exceed thirty dollars (\$30.00).

## **SECTION 26. VACATIONS.**

Vacation allowances with pay and service requirements are as follows. In all cases, continuous service with Metro is required.

- One (1) week vacation after first anniversary date.
- Two (2) weeks' vacation to employees who will complete two (2) years' service within the vacation year.
- Three (3) weeks' vacation to employees who will complete five (5) years' service within the vacation year.
- Four (4) weeks' vacation to employees who will complete ten (10) years' service within the vacation year.
- Five (5) weeks' vacation to employees who will complete fifteen (15) years' service within the vacation year.
- Six (6) weeks' vacation to employees who will complete twenty-five (25) years of service within the vacation year.

The method of computing vacation pay shall be on a regular forty (40) hour work week basis.

Vacations shall be assigned at the discretion of Metro, at such time during the calendar year, as can, in its judgment, be best arranged without detriment to the service, and shall be assigned in accordance with seniority. Vacation cannot be traded, waived, or made cumulative.

Beginning with the vacation year starting January 1, 2008, employees who are eligible to receive vacation during the vacation year may designate all weeks of vacation which the employee will use as individual days of vacation during the year. Vacation can be taken in week, single day or half-day increments. The specific vacation day or days taken by the employee during the vacation year must have prior approval. If, by October 1 of each calendar year, the employee has not taken or scheduled all individual vacation days, he/she will be required to schedule the remaining days of vacation to be taken, subject to management approval, before the end of the

vacation year.

Before any employee may be entitled to a vacation as herein above proposed, such employee must have worked for Metro not less than one hundred eighty (180) days during the twelve (12) consecutive months preceding his vacation; but, provided further, that said qualification period shall not be charged with days lost from work due solely to illness or a real personal emergency involving illness of a member of the family, or absence caused by obedience to legal process, and Metro may require satisfactory proof thereof.

Vacation allowances to which employees are entitled shall be payable in the event of retirement, resignation, termination, disability pension eligibility, layoff or death prior to or during the vacation period previously designated; and

Employees shall also be entitled to earned vacation benefits for each month of service, on a pro-rated basis, but only upon retirement, resignation, termination, layoff, death, or physical disqualification.

Metro shall not be liable for vacation pay to any employee in the event he departs from the service of Metro for any cause except as specified above in this Section 26.

## **SECTION 27. HOLIDAYS.**

All employees shall receive ten (10) holidays for time not worked. These holidays are to be New Year's Day (employees working third shift will receive New Year's Eve off), Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving, Christmas, Good Friday as a Floating Holiday (eliminated 1/1/2014, Martin Luther King Day as a Floating Holiday (effective 1/1/2014) and the employee's birthday (floating holiday). These employees shall be paid eight (8) hours at their regular straight time hourly rate for time not worked. Employees required to work on any of the above named holidays shall receive, in addition to the eight (8) hours holiday pay, overtime pay for work performed. (If any of the above named holidays falls on a Sunday, the Monday next following shall be considered as the holiday.) Employees who take a floating holiday must request the time off at least two (2) working days in advance and must take the floating holidays before the end of the calendar year.

Holidays included in this Agreement will be celebrated on those dates as designated by the Federal Government. Employees working a schedule other than Monday through Friday can adjust Friday - Saturday and Sunday - Monday holidays by taking another day off within the same week in which the holiday occurs or on the Saturday or Sunday preceding the week in which the holiday falls. Such changes must be approved at least one (1) week in advance. The day approved becomes the employee's holiday for all contractual provisions relating to holidays.

Any employee receiving pay for the above specified holidays for time not worked shall not be eligible for such pay unless he has worked his last scheduled work day before, as well as his first scheduled work day after the said holiday, unless an employee has an excused absence by his immediate superior, or is absent due to illness, supported by doctor's certificate. When a paid holiday falls within an employee's vacation period, he will receive the extra pay for the holiday.

## **SECTION 28. FUNERAL LEAVE.**

All employees covered by this Agreement, shall, in the event of the death of employee's spouse, children of either spouse, parents of either spouse or step-parents of either spouse, (limit of two (2) parents) be entitled to three (3) consecutive days off to attend funeral (days off to be the day of funeral and either the day before and the day after or two days before or the two days after the funeral) with eight (8) hours pay at the straight time rate, payable only if the days of leave are regular scheduled work days of the employee.

Two (2) day funeral leave will be provided in the event of the death of employee's brothers, sisters, grandchildren or grandparents. Paid days off are to be the day of the funeral and either the day before or the day after the funeral, with eight (8) hours pay at the straight time rate payable only if the day(s) of leave are regular scheduled work days of the employee. Employees who work ten (10) hour shifts will be entitled to 10 (ten) hours pay at the straight time rate but only if the day(s) of leave are regular scheduled work days of the employee. An employee will be granted one (1) day of excused absence without pay to attend the funeral or burial of his/her brother-in-law or sister-in-law. Advance notice will be required and the same procedures applicable to paid funeral leave will be used for the unpaid excused absence.

## **SECTION 29. LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE.**

Effective on the first day of the month following ratification of this Agreement, Metro will provide, at its expense, a group term life insurance policy in the amount of sixty thousand dollars (\$60,000) for each full-time employee who has completed one (1) year of continuous service.

This life insurance policy will also pay accidental death and dismemberment (AD&D) benefits if an active covered employee sustains a loss due to an accidental injury as scheduled below.

<b>Description of Loss</b>	<b>Benefit</b>
Loss of Life	Life Insurance Amount
Loss of Hand, Foot, or Eye	One-Half of Life Insurance Amount
Loss of More Than One Hand, Foot, or Eye	Life Insurance Amount

Effective October 1, 2007, upon normal or disability retirement, Metro paid group life insurance shall revert to an amount of six thousand dollars (\$6,000.00). Employees who retired prior to October 1, 2007 will retain the life insurance amount which was in effect on September 30, 2007.

Effective January 1, 2014, Metro will provide a voluntary group term dependent life insurance for eligible dependent spouses and children. The voluntary dependent life rates will be all-employee paid and are subject to change based on the rates the carrier charges. The following three options will be offered:

Option	Spouse	Child(ren)
1	\$10,000	\$3,000
2	\$20,000	\$5,000
3	\$30,000	\$7,000

### **SECTION 30. ASSAULT INSURANCE.**

All employees covered under this Agreement will be provided \$175,000 felonious assault coverage at the expense of Metro effective October 1, 1999.

### **SECTION 31. SICK LEAVE.**

All employees covered by this Agreement who have completed one (1) or more years of continuous service shall be allowed sick leave accumulation at the rate of eight (8) hours per month of service up to a maximum total accumulation of one thousand two hundred forty-eight (1,248) hours that can be used for paid sick leave purposes. If any portion of the entire one thousand two hundred forty-eight (1,248) hours is used for sick pay, the accumulation automatically builds up again at the rate of one (1) day per month to the total of one thousand two hundred forty-eight (1,248) hour maximum. Excess accumulated sick leave (sick leave beyond one thousand two hundred forty-eight (1,248) hours) will go into a sick leave bank that can only be used upon retirement as a supplemental pension benefit. Excess sick leave accumulation will become effective October 1, 2007.

There shall be a waiting period of two (2) working days which are not compensable except when an employee covered by this Agreement has been hospitalized for two (2) or more days; if the employee is hospitalized for less than two (2) days, he will be compensated for each day he is hospitalized. There shall not be a waiting period when an employee covered by this Agreement undergoes outpatient surgery instead of being hospitalized. The two (2) day waiting period will not apply to any employee who has accrued six hundred ninety-one (691) sick hours at the time of their absence and the employee will not be required to provide a physician's or surgeon's certificate or other appropriate verification of bona fide illness for the first two (2) consecutive days of absence for sick leave to be paid. Any additional consecutive days of absence shall require medical certification or other appropriate verification as required by management for sick leave to be paid.

Outpatient surgery shall be treated the same as hospitalization for purposes of sick leave waiting period.

The two (2) day waiting period provided herein shall not apply to any employee who is placed on sick leave by Metro's medical representative.

Sick leave shall accrue and shall be paid in terms of full days or half days only. If an employee works any part of a day and becomes ill before completing his day's assignment, the next succeeding scheduled work day will be considered his first day of illness. Sick leave will only be paid for the employee's own illness or injury.

Requests for paid sick leave benefits requiring medical documentation shall be supported by physician or surgeon's certificate or other appropriate verification of bona fide illness showing nature of illness, date of treatment, and projected return to work date. Sick leave pay shall not be paid for any injury as a result of employment by another employer.

All applications for sick leave pay must be in the possession of the Agency's Absence Management Department not later than 12:00 Noon on Monday in order to be paid within the same week.

When an employee has been off sick for a period of six (6) consecutive months, he may be eligible for benefits under the pension provisions of this Agreement.

Disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery there from, shall be treated as such under any health or sick leave plan available in connection with employment.

After giving timely notice of her intention to return to work, the employee shall satisfactorily pass a medical examination administered by a physician representing Metro.

Employees may be allowed to accrue sick leave to a maximum of one thousand two hundred forty-eight (1,248) hours. Upon regular or disability retirement, employees may elect to be paid for eighty-five percent (85%) of their unused sick leave, or may convert their unused sick leave to a monthly supplemental pension benefit payable in separate checks beginning concurrently with the first pension payment.

Effective October 1, 2007, eliminate the maximum accrual limit (1,248 hours) for Sick Leave that may be converted to a monthly supplemental pension benefit in accordance with the provisions of this Section. The maximum accrual limit (1,248 hours) for Sick Leave that may be paid to an active employee, or paid as a lump sum on retirement, shall remain unchanged.

**A.** Retiring employees may elect to have the monthly supplemental pension benefit which results from conversion of their unused Sick Leave paid out over a period of three (3), five (5), ten (10), fifteen (15), or twenty (20) years.

**B.** An employee's converted sick leave value will be calculated by multiplying the employee's unused sick leave hours by his/her hourly rate at the time of retirement.

**C.** An employee's converted sick leave value will determine his/her monthly supplemental pension benefit as set forth below:

Monthly Supplemental Pension Benefit Per \$1000 of Converted Sick Leave Value	Number Years of Mo. Payments
\$26.01	3
\$16.65	5

\$9.72	10
\$7.50	15
\$6.44	20

**D.** Employees may designate a beneficiary who will be entitled to the remainder of monthly payments in the event a retiree dies before supplemental pension benefit payments have been completed.

**E.** Upon death of an employee with ten (10) years of service, the pension beneficiary may elect a lump sum payment of eighty-five percent (85%) of the employee's unused sick leave or the conversion to a monthly supplemental pension benefit described above.

### **SECTION 32. WORKERS' COMPENSATION.**

Whenever any employee covered by this Agreement becomes unable to perform his regular duties, through no fault of his own, by reason of injury intentionally inflicted upon him and arising out of and in the course of his employment with Metro, compensable under the Worker's Compensation Law, Metro shall pay such employee a supplemental benefit equal to the difference between his normal weekly wage and the disability benefits to which he is entitled under said law, for a period of absence from work due to the same injury not exceeding fifty-two (52) weeks. Payments herein provided for shall be pro-rated when absence from work due to such injury is for partial weeks. The foregoing obligation of Metro to pay such employee for absence from work due to such injury, the foregoing supplemental benefits shall not be deemed to be the payment of wages to said employee within the meaning of Mo. Rev. Stat. § 287.160(3) or 820 ILCS 305/8(b) of the applicable Worker's Compensation Law, and Metro hereby waives and forgoes any right it may have under said law to claim credit therefore against any of the various disability benefit liabilities imposed upon it by said laws in favor of such employee.

If Metro wishes, it may require the claimant to undergo examination by a doctor chosen by Metro. If the employee's doctor and Metro's doctor cannot agree on a diagnosis, they shall select a third doctor who shall examine the claimant. The third doctor's diagnosis shall be binding upon all parties and the cost thereof shall be shared by the employee and Metro with no loss of wages on the part of the employee if the examination is scheduled during the employee's regular working hours.

### **SECTION 33. PENSIONS.**

Effective January 1, 1976, Metro and the Union agree to establish and fund a mandatory, contributory Pension Plan. The Trust Fund established by this Plan shall pay retirement, disability and death benefits to participants who qualify for such benefits after July 18, 1976. Benefits shall be paid to participants pursuant to terms of agreements between Metro and the Union which are effective at the time of a participant's retirement, disability or death.

During the 2004 contract negotiations, Metro and the IBEW agree to change the plan amortization schedule from 20 years to 30 years. Also, all retirees who retired before October 1, 2004, will receive a \$25.00 per month increase in their existing pension benefit.

**A. Retirement Benefits:** Participants who retire under the Plan after September 30, 2004, shall receive benefits as scheduled below in 1A. Participants who retire under the plan after 12/31/2013 shall receive benefits as scheduled in 1B below:

- 1. Normal Retirement Benefits.** Participants who satisfy the following age and service requirements may retire from service on a voluntary basis and will receive a lifetime, monthly pension equal to the Maximum Monthly Benefit:

1A.

Age	Credited Service
Any age	25 years
65	12 years

1B.

Age	Credited Service
Any age	25 years
60	10 years

The Maximum Monthly Benefit will be fifty dollars (\$50.00) for each year of Credited Service. Effective January 1, 2005, the Maximum Monthly Benefit will be fifty-five dollars (\$55.00) for each year of Credited Service. Effective January 1, 2006, the Maximum Monthly Benefit will be sixty dollars (\$60.00) for each year of Credited Service.

- 2. Death Benefits.** Effective January 1, 1988, Death Benefits will be payable to the designated beneficiary of a participant who dies provided the deceased participant has earned at least ten (10) years Credited Service at the time of death. The monthly death benefit will be the monthly benefit for which the participant was eligible on the date of death or the minimum early retirement benefit provided by the plan on the date of death, whichever is greater. In such event, the beneficiary(ies) may elect any payment option provided in this Agreement for which said beneficiary(ies) is eligible.

**B. Disability Benefits:** Subject to the following provisions, participants with at least ten (10) years Credited Service who become disabled on or after May 1, 1990 will be eligible for disability pension benefits. For purposes of this section, disability shall be defined as becoming mentally or physically incapable of performing the job duties of the last position held with Metro.

If a participant is approved for disability pension benefits, the participant's status as a disability pensioner will be effective on the later of:

- 1.** The first day of the month following a six (6) month waiting period. The waiting period begins on the participant's first day off work as a result of the disabling condition, or

2. The first day of the month following receipt of a participant's application for disability pension; however,

The effective date of a disability pension will not be earlier than the first day of the month following the date a participant attains ten (10) years Credited Service.

The monthly disability benefit will be equal to the amount of the Normal Form Pension as of the effective date of the participant's disability pension. Payment options available to Normal Form retirees will be available to disability pensioners. The disability pension benefit will be reduced by an amount of Unemployment Compensation or weekly Worker's Compensation payments for the period following the effective date of a participant's disability pension. The disability pension benefit will not be reduced by any amount of Social Security benefits or by any other governmental benefit received, not otherwise described herein.

Participants are required to file an application for disability pension benefits not later than six (6) months from their first day off as the result of a disabling condition. Participants who apply for disability pension benefits must furnish Metro with medical records and a statement from their attending physician that they are incapable of performing their job duties. The statement must contain a description of the mental or physical condition causing the disability.

Eligibility for a disability pension shall be determined in the following manner:

1.
  - a) Any participant approved for Social Security Disability Benefits shall be eligible for disability pension benefits; or,
  - b) Any participant determined to be disabled by a Metro appointed physician shall be eligible for disability pension benefits.
2. If a participant has not been approved for Social Security Disability or if there is disagreement between a participant's attending physician and Metro appointed physician, the Pension Plan will procure the services of an independent physician to render a disability determination which shall be final and binding. The independent physician will be selected as follows:
  - a) By mutual agreement between Metro and Union appointed representatives to the Pension Committee; or, if mutual agreement cannot be achieved,
  - b) By mutual agreement between the participant's attending physician and the Metro appointed physician; or, if mutual agreement cannot be achieved,
  - c) Each physician will be asked to provide the Pension Committee with the name of a non-affiliated physician who is Board Certified in an appropriate medical specialty. The two physicians provided will constitute a selection pool from which the independent physician will be chosen by lot; providing, however,
  - d) If the Pension Committee has not received the names of two physicians in accordance with (c) above within sixty (60) days of such request, Metro appointed and Union appointed Pension Committee representatives will each nominate two physicians who are Board Certified in an appropriate medical specialty. These four (4) physicians will constitute a selection pool from which the independent physician will be chosen by lot.

- e) The independent physician selected in accordance with the provisions of this section will have final and binding determination with respect to the disability status of the applicant.

If a disability pensioner regains sufficient health or mental capacity to resume his/her job duties, disability pension benefits will be discontinued and the individual will be restored to his/her former position with full seniority rights. Provided the participant was in disability pension status for five (5) years or less, upon the participant's return to duty, the participant and Metro will make pension contributions in an amount equal to the contributions which were not made on behalf of the participant during the period of disability, and pension service for the period of the disability will be credited. However, if such a disability pensioner returns to duty for a period of less than one (1) year and is unable to perform his/her job duties because of the same disabling condition, the participant shall revert to his/her initial disability pension status; participant contributions for the period of disability will be refunded; and, only the service recognized for the initial disability pension benefit will be credited.

Disability pension benefits will not be payable for any month in which a disability pensioner receives gross earnings from employment exceeding two-thousand five-hundred dollars (\$2,500).

If a disability pensioner fails to report to the Pension Committee that he/she has regained sufficient health or mental capacity to return to duty or fails to disclose said gross earnings from employment exceeding two-thousand five-hundred dollars (\$2,500) in any month, disability pension benefits will be suspended until such time as the disability pensioner complies with the medical and/or earnings limitation provisions of the Pension Plan.

If a participant's application for disability pension is denied, the participant will return to duty immediately, or, upon providing proper medical documentation, will be placed on a Leave of Absence for a period which cannot extend beyond one (1) year from the participant's first day off. If a participant fails to return to work immediately, or fails to provide medical documentation to be placed on Leave of Absence or fails to return to work by the end of the Leave of Absence period, such employee will be dropped from the rolls.

**C. Credited Service:** Credited Service shall be defined as continuous employment beginning on a participant's date of employment as a full-time employee. Credited Service shall be earned in terms of weeks and credited in terms of completed years. For the purpose of crediting pension service, the following absences shall not be considered employment interruptions provided the participant returns to full-time employment and required contributions are made for the period of absence:

1. Authorized leaves of absence granted pursuant to the terms of this Agreement;
2. An absence due to a Workers' Compensation claim pursuant to the law and terms of this Agreement;
3. If a participant is reinstated as the result of the grievance and arbitration provisions of this Agreement;
4. Layoffs pursuant to the provisions of this Agreement; or
5. If a participant who was on disability pension returns to full-time

employment.

**D. Vesting:** When participants who have at least ten (10) years Credited Service leave the employment of Metro, they must provide a written election (a) to accept a refund of their pension contributions or (b) to accept a vested pension. If a participant elects a vested pension, benefit payments will be deferred to age sixty-five (65), and will be determined by the participant's accrued Credited Service and the pension formula which was in effect at the time the participant left employment. If a vested, deferred participant dies before attaining age sixty-five (65), his/her designated beneficiary will become eligible for benefit payments beginning on the first of the month following the month in which the participant would have attained age sixty-five (65). Participants who accept a refund of their pension contributions waive their right to claim any future benefits from the pension plan. Participants who elect a vested pension waive their right to a lump sum refund of their pension contributions. Vested, deferred pensioners are not eligible for coverage under other benefit programs which may be offered to retired participants.

The joint pension committee will establish consistent procedures for determining how participants elect a deferred, vested pension.

**E. Payment Options:** The following methods of benefit payments shall be available to a retiring participant:

1. **Straight Life Option** - provides an unreduced monthly benefit to the participant for his/her lifetime.
2. **Ten Year Certain Option** - provides a reduced monthly benefit to the participant for life and guarantees the same reduced monthly benefit amount to the participant's designated beneficiary(ies) for the balance of a ten (10) year period in the event the participant dies within ten (10) years of retirement. The monthly benefit reduction for the Ten Year Certain Option shall be forty-six dollars (\$46) per month.
3. **Contingent Annuitant Options** - provide a reduced monthly benefit to the participant for life and continue fifty percent (50%) or one hundred percent (100%) of such reduced monthly benefit to participant's surviving spouse for the spouse's lifetime if the participant predeceases his/her spouse. The monthly benefit reduction shall be actuarially determined based upon the participant's and spouse's ages at the time of retirement.

**F. Administration:** A joint Committee whose membership equally represents Metro and the Union shall administer the provisions of the Plan.

**G. Funding:** As of the end of each Plan Year, Metro and the Union will direct their Committee Representatives to request an actuarial valuation of the Plan.

Metro and IBEW agree to fund the plan to a 100% funded ratio over the next five year period and maintain a 100% funded ratio thereafter. The contribution rates for this additional funding will be 80% Metro and 20% employee. The 80/20 split is a separate funding with the funding for the regular required contribution remaining at 70% Metro and 30% employee. After the plan achieves a 100% funded ratio, the employee contribution rate will be 30% of the actuarial

determined contribution requirement or 4% of the top electrician's base wage rate whichever is less. Also, after the plan is 100% funded, the Metro contribution rate will be 70% of the actuarial determined contribution requirement or 4% of covered payroll whichever is greater. At the point in time wherein no active participants remain in the plan, Metro agrees to assume all liability toward funding the plan until the deaths of all remaining participants, spouses, or beneficiaries.

Funding recommendations provided by the actuary in this valuation will be adopted by both parties with Metro contributing 70% and individual participants contributing 30% of the funding recommendation. Individual contributions shall be withheld from each participant's wages for any week during which Credit Service accrues.

As a benefit for the employee and without deduction or reduction in the employee's compensation, the employee's required contribution to the pension plan shall be paid by Metro as an "employer pick-up of employee contributions" under Section 414 (h) (2) of the Internal Revenue Code. The amount of contribution picked up shall be treated as wages for the purpose of determining compensation related welfare benefits.

**H. Participation:** It is mandatory that full-time, permanent union employees (hired before January 1, 2014) participate in the Defined Benefit Plan. The provisions of this Section shall apply to any employee who is on an approved leave of absence for Union business.

All new IBEW employees hired on or after January 1, 2014 will be eligible to participate in the defined contribution plan as explained below. Employees hired on or after January 1, 2014 are not eligible for any provisions contained in the existing defined benefit pension plan provided by Metro.

Employees hired on or after January 1, 2014 will participate in the NEBF pension plan with Metro contributing 3% of the employee's gross wages. Metro will also contribute 1% of the employee's base wage amount to the 401(k) plan. In addition, Metro will also match 50% on any amount voluntarily contributed by the employee to the Defined Contribution Plan up to a maximum of 5% of employee's wage. Any voluntary contribution by the employee above 5% will not be matched by Metro. Effective January 1, 2021, Employees hired on or after January 1, 2014 will participate in the NEBF pension plan with Metro contributing 3% of the employee's gross wages. Metro will also contribute 2% of the employee's base wage amount to the 401(k) plan. In addition, Metro will also match 50% on any amount voluntarily contributed by the employee to the Defined Contribution Plan up to a maximum of 5% of employee's wage. Any voluntary contribution by the employee above 5% will not be matched by Metro.

Employees can contribute to the 401(k) up to the maximum amount allowed by IRS regulations.

Employees hired on or after 1/1/2014 and who have completed one year of service will accumulate sick leave at the rate of one day per month to a maximum of 156 days. Use of sick leave during active employment will follow the same provisions as defined for employees hired prior to 1/1/2014. At retirement, all accrued sick leave for employees hired on or after 1/1/2014 will be forfeited.

**I. Application for Pension:** The retirement date without exception is the 1<sup>st</sup> of any month. An application for pension must be filed sixty (60) days in advance of the proposed retirement date.

**J. Integration:** Retirement or Disability Benefits shall be reduced by any amount of Unemployment Insurance or Workers' Compensation which is paid to a participant after Plan benefits have commenced.

**K. Pension Investment Advisor:** Metro and the Union shall direct their respective representatives on the IBEW, Local No. 2 and Local No. 309 Administrative Pension Committee to retain the services of a recognized, professional investment advisor to assist the Committee in establishing investment objectives for the Pension Fund in accordance with the Fund's needs, based on Plan demographics, cash flow and other relevant considerations. The members of IBEW, Local No. 2 and Local No. 309 Administrative Pension Committee shall make appropriate changes in the investment mix and Fund managers consistent with the advice of the recognized professional investment advisor in order to achieve the Fund's investment objectives in a manner consistent with the Committee's fiduciary responsibility.

**L. Voluntary Participation in 401(k):** Effective January 1, 2014, participants in the Defined Benefit Plan may voluntarily participate in the Metro 401(k) program without any matching funds provided by Metro. Effective the first pay period after January 1, 2021, Metro will match 50% on any amount voluntarily contributed by the employee to the Defined Contribution Plan up to a maximum of 2% of employee's wage. Any voluntary contribution by the employee above 2% will not be matched by Metro.

#### **SECTION 34. NON-DISCRIMINATION.**

Metro shall continue to comply with all of the provisions of Title VI and VII of the Civil Rights Act of 1964, as amended, Executive order 11246 and Executive Order 1141, in hiring and treatment of employees during employment without regard to their age, race, color, religion, sex or national origin.

The Union and Metro affirm their intention that the provisions of this Agreement will be applied without discrimination because of race, creed, color, religion, national origin, sex, age or ancestry of the employee.

This Agreement may be reopened upon notice if subject to any court order, directives or statutes in relation to affirmative action programs and Executive Orders 11246, 1141, 11375, or any other subsequent order.

#### **SECTION 35. TOOL ALLOWANCE.**

It is the responsibility of employees in the classifications of Facility Electrician, Signal Electrician MetroLink, or Traction Power Electrician MetroLink, to maintain at a minimum, the tools identified in Metro's required tool list. The current list is set out below. Metro reserves the

right to update this list periodically. Tools shall be of quality and condition to ensure tasks can be performed efficiently and safely. Tools must be in possession of employee while on duty. Management will make periodic inspections to ensure compliance with this requirement. Metro will provide lockable tool boxes at reporting locations or on maintenance vehicles for the purpose of securing employees' tools while not on duty.

Effective February 1, 2014 Metro will provide an annual tool allowance to employees in the classes of Facility Electrician, Signal Electrician MetroLink and Traction Power Electrician MetroLink, for the purchase of tools. The tool allowance will increase \$25.00 every February 1<sup>st</sup> during the terms of this agreement. This tool allowance is specifically intended as a reimbursement of bona fide ordinary and necessary business expenses incurred or reasonably expected to be incurred by employees receiving such allowance.

The following rates shall apply: Year 1-\$725.00; Year 2-\$750.00; Year 3-\$775.00

**Tool List**

- Tool pouch or Toolbox or Bag
- Flashlight (Minimum size of 2 D cells)
- 6' Wooden rule
- 25' Tape
- 12" Hacksaw
- 9" Torpedo Level
- Hammer
- Pry Bars
- Awl
- Electrician's Wire Skinning Knife
- Fuse Pullers
- Voltage/continuity tester
- Wire Strippers
- Crimping Pliers for Ring Terminals
- Needle Nose Pliers
- Side Cutting Pliers
- 9" Lineman's Pliers
- Vise Grip Pliers (Small and Large)
- Channel Lock/Tongue & Groove Pliers
- Screwdrivers (Phillips: 6" & 8", Standard: 6" & 8")
- Adjustable wrench (8", 10" & 12")
- Ratchet & Socket Set, as needed per job classification:
- Assorted 3/8" Drive
- Assorted 1/2" Drive
- Assorted 1/4" Drive
- Combination Wrench Sets, as needed per job classification
- Nut Drivers
- Allen Wrenches - assorted sizes

**SECTION 36. MEDICAL COVERAGE.**

## A. GENERAL PROVISIONS

Metro will sponsor a comprehensive, major medical health plan for full-time employees and their eligible dependents. Newly hired full-time employees will become eligible for coverage on the first day of the month following sixty (60) days of full-time employment. The Bi-State Medical Plan (hereinafter “the Metro Preferred Plan”) shall constitute the basic plan available to employees and their dependents and sets the maximum employer funding level. In addition to the Metro Preferred Plan, Metro will sponsor two other medical plan options, the Metro Premium Plan (the Buy-Up Option) and the Metro Economy Plan (the Buy-Down Option), with provisions as described in this Section.

Unless otherwise required by law and as provided herein, Metro will not change the provisions of the Metro Premium, Metro Preferred or Metro Economy Plans during the term of this Agreement. If Metro determines that changes in any of the Plans would be desirable, such changes will be negotiated with the Union and mutually agreed upon prior to implementation.

Medical & pharmaceutical benefits for active and retired employees (under age 65) under each respective plan will be subject to the following:

### 1. METRO PREMIUM PLAN

MEDICAL – METRO PREMIUM PLAN		
	In Network	Out of Network
<b>Annual Deductible</b>		
Employee	\$0.00	\$500
Family	\$0.00	\$1,000
<b>Co-Insurance</b>		
Employer	100%	80% *
Employee	0%	20% *
<b>Annual Out of Pocket Maximum</b>		
Employee	\$0.00	\$2,300
Family	\$0.00	\$4,600

Office Visit Encounter Fee (Metro Premium Plan)	
In Network Primary Care Office Visit	\$30.00
In Network Specialist Office Visit	\$40.00
Out of Network Primary Care Office Visit	20%
Out of Network Specialist Office Visit	20% *

\*After Deductible

## 2. METRO PREFERRED PLAN

MEDICAL – METRO PREFERRED PLAN		
	In Network	Out of Network
<b>Annual Deductible</b>		
Employee	\$500	\$700
Family	\$1,000	\$1,400
<b>Co-Insurance</b>		
Employer	80%*	70%*
Employee	20%*	30%*
<b>Annual Out of Pocket Maximum</b>		
Employee	\$2,300	\$3,300
Family	\$4,600	\$6,600

Office Visit Encounter Fee (Metro Preferred Plan)	
In Network Primary Care Office Visit	\$20.00
In Network Specialist Office Visit	\$30.00
Out of Network Primary Care Office Visit	30%*
Out of Network Specialist Office Visit	30%*

\*After Deductible

## 3. METRO ECONOMY PLAN

MEDICAL – METRO ECONOMY PLAN		
	In Network	Out of Network
<b>Annual Deductible</b>		
Employee	\$700	\$1,300
Family	\$1,400	\$2,600
<b>Co-Insurance</b>		

Employer	70%*	60%*
Employee	30%*	40%*
<b>Annual Out of Pocket Maximum</b>		
Employee	\$3,300	\$5,400
Family	\$6,600	\$10,800

\*After Deductible

#### **4. PHARMACY BENEFIT (METRO PREMIUM, PREFERRED & ECONOMY PLANS)**

##### **Pharmaceutical Co-Pay (30 day supply)**

##### **Premium/Preferred/Economy Plans In Network Only\***

Generic	\$8.00
Brand	\$30.00
Multi-Source	\$45.00

##### **Pharmaceutical Co-Pay (90 day supply)**

##### **Premium/Preferred/Economy Plans In Network Only\***

Generic	\$20.00
Brand	\$75.00
Multi-Source	\$112.50

90 Day supply (maintenance drugs) can be obtained either by mail order or retail purchase.

**\*No Out of Network Benefits**

#### **5. PROVISIONS APPLICABLE TO ALL PLANS**

1. The Plans will cover chiropractic coverage up to 26 visits per calendar year. Services will be paid at (100%) after the plan PCP or Specialist Co-pay.
2. Eligible dependent children can be covered until the day of their 26<sup>th</sup> birthday.
3. Effective November 6, 1992, in accordance with provisions of Section 125 of the U.S. Internal Revenue Code as amended, employee contributions towards medical and dental coverage provided in this Agreement, which are collected through an employee's paycheck, will be made on a pre-tax basis under the Agency's Earnings Reduction Plan.

#### **B. CONTRIBUTIONS FOR ACTIVE EMPLOYEES**

1. Active employee contribution rates for the cost of coverage under the Metro Preferred Plan for each Plan Year will be as follows:

**Active Employees Contribution Ratio  
for the Metro Preferred Medical Plan (Basic Plan)**

Coverage Tier	Contribution Ratio
Employee	14%
Employee & Family	16%

2. The Metro Preferred Medical Plan as set out in this Section will be the basic Metro (Bi-State Development Agency) Medical Plan. The Metro Premium Plan (the Buy-Up Option) and the Metro Economy Plan (the Buy-Down Option) will be paid by Metro up to the amount paid for a similar category of coverage under the Metro Preferred Medical Plan (the Basic Plan). Eligibility requirements for coverage under the Metro Premium and Metro Economy Plans will be consistent with provisions of the Metro Preferred Medical Plan.
3. Employees who retired prior to 10/1/04 will contribute \$25 per month for single and \$50 per month for Family when under age 65 and Medicare eligible. Pre-Medicare eligible employees who retired prior to 10/1/04 will contribute at the rates of \$40 per month for single and \$80 per month for Family. Employees who retired on or after 10/1/04 will contribute at the rate established in this Agreement for active employees. When the retiree and/or enrolled dependent reaches age 65, the retiree and/or eligible dependent will no longer be eligible for Metro's medical insurance plan. The retiree can choose a Medicare Supplemental Plan with Metro paying a monthly subsidy to each Medicare eligible retiree and each Medicare eligible dependent (up to a maximum of \$115.00 per month).

**C. PENSIONED EMPLOYEE COVERAGE AND COST**

1. Provided a pensioned employee retires with at least ten (10) years of Credited Pension Service, medical coverage shall be available to pensioned employees, their spouses and any dependent who had qualified for extended coverage under the Disabled Child Provision of the Bi-State Medical Plan prior to the pensioner's retirement date.  
  
Until such time as they attain normal retirement age under the pension plan, employees who retire under the disability provisions of the pension plan will be permitted to cover eligible dependent children. Upon attainment of normal retirement age, under age 65 medical coverage shall be available to enrolled spouses, and any dependent who has qualified for extended coverage under the Disabled Child Provision of the Bi-State Medical Plan prior to the pensioner's retirement date.
2. Metro's contribution for a retiree who selects coverage under the Metro Premium or Metro Economy Plan will not exceed its contribution for a similar category of coverage under the Metro Preferred Plan. Cost of coverage will be at the same contribution ratio applied to the annually calculated cost of retiree coverage.
3. Metro Medical Plans will not cover any regular or optional benefits available under the Medicare Program.

4. Pre-admission and pre-certification requirements under the Plan's Utilization Review Program will not apply to participants who have Medicare as their primary coverage.
5. An employee who is eligible to retire from active employment with Metro and who has ten (10) or more years of full time Credited Service shall have access to medical coverage for the retiree and their currently enrolled spouse.
6. All active employee required health and welfare plan contributions must be current at the time of retirement.
7. Upon attaining the age of sixty five (65), retirees will not be eligible to participate in any Metro health insurance plans and will continue under the Medicare Supplement Program.
8. If a retiree or spouse reaches age 65 prior to his/her spouse or retiree reaches age 65, the retiree or spouse who has yet reached age 65, may continue to participate in the Metro sponsored health insurance plans. Upon reaching age 65, however, they will be eligible to participate in the Medicare Supplement Program.
9. Effective the first day of the month following the ratification of this Agreement, retirees must select medical coverage on the date of retirement. Retirees who do not elect medical coverage effective concurrently with the date of retirement will not be allowed to elect coverage at a later date. To be eligible to continue medical coverage as a retiree, an employee and their eligible dependent(s) must be enrolled in the Metro Plan on the date of the employee's retirement.

#### **D. COLLECTION OF DELINQUENT CONTRIBUTIONS:**

As a benefit to the employee, when an employee becomes delinquent in benefit plan contributions, Metro will pay such contributions on behalf of the employee unless the employee advises Metro in writing to cancel the coverage.

Employees who accept Metro's advancement of their contributions consent to reimburse Metro for the advance by direct payment or deductions from their wages or benefits. Metro will provide advancements through the end of the third month for which employee contributions are not paid.

If an employee's benefit plan coverage is changed or canceled as the result of this provision, the employee will not be permitted to re-enroll for medical or dental coverage which requires contributions until the open enrollment period following reimbursement of the advanced contributions.

## **E. PREMIUM AND CONTRIBUTION RATE TRANSPARENCY**

Prior to the start of each Plan Year (January 1 - December 31) active employee contribution rates will be established by Metro in accordance with the terms of this Agreement. These rates will remain in effect throughout the Plan Year.

Metro will calculate Plan contribution rates in accordance with standard health and welfare plan industry practices and in compliance with IRS Code Section 125 governing payment of health insurance premiums with pre-tax dollars. Actual prior claim experience for all Plan participants will be used to project the next plan years expected claim costs. Actuarially determined general health care inflation costs, Plan administrative expenses and reimbursements, applicable provider network discount factors will then be included to determine the final contribution rate required to fund the Plan for the next year.

A summary of the prior Plan year's expenses along with an explanation of the proposed contribution rate will be presented to elected Union leadership prior to the annual employee benefit open enrollment period.

## **SECTION 37. DENTAL COVERAGE.**

Metro will sponsor a dental plan for active full-time employees and their eligible dependents. Newly hired full-time employees will become eligible for coverage on the first day of the month following sixty (60) days of full-time employment. Eligible dependent children may be covered until the day of the child's twenty-sixth (26<sup>th</sup>) birthday. Under this plan, employees may choose between two levels of coverage.

### **Low Option**

Class A - Preventive:	100% coverage with no deductible
Class B - Routine Restorative:	80% coverage after annual deductible

### **High Option**

Class A - Preventive:	100% coverage with no deductible
Class B - Routine Restorative:	80% coverage after annual deductible
Class C - Major Restorative:	50% coverage after annual deductible
Class D - Orthodontic:	50% coverage after annual deductible

(Class D Services are available to under age 18 dependent children only. Maximum lifetime benefits are limited to \$1,500 per child.)

Under either High or Low Option coverage, the annual deductible will be \$50 per participant, but no more than \$150 per family, and maximum benefits, excluding Class D Service Benefits, will be limited to \$1,500 per participant in any calendar year. Benefits will be paid based on reasonable and customary fees.

For High or Low Option coverage, Metro will pay 100% of the premium for active employees and will contribute 20% towards dependent premium costs.

## **SECTION 38. GRIEVANCE PROCEDURE.**

Any matter involving grievances by any employee covered by this labor agreement is subject to the following grievance procedure:

**STEP ONE.** Any employee who believes that he/she has a justifiable request or complaint shall discuss the request or complaint with his first line supervisor. If the employee elects, a Union representative may be present. In an attempt to settle the matter, the employee must initiate the process within five (5) working days from the date on which the employee should reasonably have had knowledge of the incident out of which such request or complaint arose. If the decision at this step is not mutually satisfactory, the Union may proceed to Step Two by submitting a written grievance to the Labor Relations Division within three (3) business days of the Step One decision.

**STEP TWO (Written).** Upon receipt of the written grievance, the Labor Relations Department shall ask the second level of supervision to investigate the grievance and to provide a written response of his/her findings to the Union within fourteen (14) business days of the receipt of the written grievance. If the decision at this step is not mutually satisfactory, the Union may proceed with its grievance to Step Three by appealing to the Labor Relations Department in writing within five (5) business days after receiving the Step Two decision.

**STEP THREE.** Upon receipt of the written appeal, the Labor Relations Division shall arrange for a meeting between the employee, his Union representative, the first line supervisor, the second level of supervision, and the Labor Relations Director or Designee. This meeting shall take place within ten (10) business days of the request for the Step Three Appeal and the meeting shall be chaired by the Director of Labor Relations or Designee.

The Director of Labor Relations or Designee will examine all material pertinent to the grievance and after the hearing shall respond verbally followed by a written response no later than ten (10) business days after the Step Three Meeting.

**STEP FOUR (Arbitration).** Should the decision of the third level of supervision be unacceptable to the Union, the Union shall notify the Labor Relations Division in writing within forty-five (45) calendar days of the Step Three decision of its desire to arbitrate this grievance. Arbitration shall be in accordance with the provisions contained in the Union Contract.

However, prior to proceeding to arbitration, the Union representative, the Labor Relations Director, and the third level of supervision shall meet with the General Manager in an attempt to resolve the issues or, if unable to do so, to clarify the issues to be arbitrated.

In cases involving grievances filed by the Union not resulting from disciplinary action by Metro management personnel, the appropriate level of supervision will handle the grievance step.

If after investigation either as a result of the filing of a grievance or otherwise the employee is found not guilty of a violation against Metro rules, he shall be reinstated to his former position and paid for all time off at his regular rate of pay, it being understood that such employee will lay off two (2) days in seven (7) and such amount to be deducted.

## **SECTION 39. REQUIRED LICENSES.**

All employees will be required to obtain a Class A or better Commercial Driver's License with required endorsements. Employees will be afforded a period of time no longer than ninety (90) calendar days to obtain such license. Metro will pay for all required licenses, endorsements and will provide training during working hours.

#### **SECTION 40. SAFETY COMMITTEE.**

A Safety Committee will be established with one member of IBEW Local No. 2, one member of IBEW Local No. 309 and a member from Facilities Maintenance Division. The Committee shall meet monthly unless mutually agreed that fewer meetings are needed. The Union representatives of the Committee shall be paid their straight time wage rate for one (1) hour during such meetings. Prior notice will be given one week in advance of the monthly safety meeting.

#### **SECTION 41. LABOR/MANAGEMENT TEAMS.**

Metro and the Union will establish Union/Management Teams to develop Cost Savings Programs and suggest efficiencies (excluding collective bargaining issues). These teams will have equal representation from the Union and Metro and will act in an advisory capacity only. Representation from the Union will be appointed by Union officials. The chairperson will rotate from Union to Management on a yearly basis.

#### **SECTION 42. MEMORANDUM OF UNDERSTANDING.**

In the event any provisions of this Contract dealing with conditions affecting the wages or any other economic benefits of the employees are declared to be invalid or void by the legislature or court decisions of the States of Missouri or Illinois or the United States Government, then, the parties hereto agree to meet and renegotiate the provisions so affected. All other terms and conditions of this Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized officers or agents have executed this Agreement as of the day and year first written above.

Bi-State Development Agency  
of the Missouri-Illinois  
Metropolitan District, by:

International Brotherhood of  
Electrical Workers, by:

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Taulby Roach  
President & CEO

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Dave Heidbreder  
Business Manager, IBEW Local No. 2

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Jessica Mefford-Miller  
Executive-Director

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Tim Evans  
Business Manager, IBEW, Local 309

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Virgie L. Chaffen, Jr.  
Director of Labor Relations

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Mark Link  
Asst. Business Manager, IBEW, Local 309

BOARD CLEAN

**LETTER OF UNDERSTANDING REGARDING  
DISCONTINUATION OF SECTION 33, SUBSECTION H**

The parties agree to discontinue Section 33 Pensions, Subsection H, Option 1 effective the first pay period following November 30, 2019. Thereafter, all bargaining unit employees hired after January 2014 will participate in the NEBF Pension Plan with Metro contributing 3% of the employees' base wage amount. Metro will also contribute 2% of the employees' base wage amount to the 401(k) plan. In addition, Metro will also match 50% on any amount voluntarily contributed by the employee to the defined contribution plan, up to a maximum of 5% of the employee's wage.

BOARD CLEAN



**Bi-State Development Agency  
Board of Commissioners Special Meeting  
Open Session Agenda Item  
August 27, 2020**

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**From:** Taulby Roach, President and Chief Executive Officer  
**Subject:** **Intergovernmental Agreement between the St. Clair County Transit District and Bi-State Development**  
**Disposition:** Approval  
**Presentation:** Christopher C. Poehler, Asst. Executive Director – Engineering Systems

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**Objective:**

To present to the Board of Commissioners for approval, a request to enter into an Intergovernmental Agreement (Agreement) between the St. Clair County Transit District (SCCTD) and Bi-State Development (**BSD**), for the design and construction of the MetroLink Extension from Shiloh-Scott Station to MidAmerica St. Louis Airport in Mascoutah, Illinois (Project).

**Committee Disposition:**

This item was postponed at the Board of Commissioners' meeting on June 26, 2020, to allow more time to negotiate the proposed Agreement.

**Background:**

St. Clair County and the Federal Transit Administration funded a MetroLink expansion in Illinois in the late 1990's. The original plan was to extend the system from the existing terminus in East St. Louis to MidAmerica Airport. The design for the project was completed, but in 2003 available funding restricted construction to a terminus at the Shiloh-Scott Station - approximately 5 miles short of the designed terminus at the MidAmerica Airport.

In 2019, the state of Illinois enacted the Rebuild Illinois Capital Plan which included \$96M for the design and construction of the MetroLink extension from the Shiloh-Scott Station to MidAmerica Airport. The state funding for the Project, which includes the MetroLink extension, an access road and a bike path, will flow from IDOT to the SCCTD. In order to promptly utilize the state funds, SCCTD has commenced the Project thereby necessitating an Agreement between SCCTD and BSD.

**Analysis:**

As significant time has passed since the original designs were completed, and there have been some improvements made along the proposed MetroLink alignment, the plans and associated environmental clearances will need to be updated before entering into construction. Once the Project is completed and accepted by BSD, the ownership of the newly constructed system extension will be transferred from SCCTD to BSD. The complete execution of the Project will take several years.

SCCTD will be responsible for all costs associated with the Project from initiation until the Project has been fully approved by BSD and the Illinois State Safety Oversight to operate as part of the MetroLink system. Once the Project is conveyed to BSD, the operational responsibility and associated costs will be absorbed into the existing MetroLink system.

SCCTD plans to contract for the design and construction of the Project. They have asked BSD to administer the necessary procurements and cooperate in the management of the design and construction on their behalf. Under the proposed Agreement, BSD staff will serve as agents for SCCTD during the implementation of the Project. In addition to the Project management team, a significant number of BSD staff will be required to review the elements of the Project during the design and construction phases to ensure compatibility with the existing MetroLink system. SCCTD will reimburse the fully burdened costs of all BSD personnel working on the Project including overhead. The specific tasks and number of personnel required for each task will be negotiated with and approved by SCCTD prior to each phase of the Agreement - Procurement, Design, Construction, Testing and Start-up.

**Board Policy:**

No Board Policy applies; however, Section 5 of the “Intergovernmental Cooperation Act,” 5 Ill. Comp. Stat. 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contact shall be authorized by the governing body of each party to the contract.

**Board Action Requested:**

Management recommends that the Board of Commissioners approve the request to authorize the President & CEO to execute an Intergovernmental Agreement between the St. Clair County Transit District and Bi-State Development for services associated with the Project extending MetroLink from Shiloh-Scott Station to MidAmerica Airport.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
ST. CLAIR COUNTY TRANSIT DISTRICT AND  
THE BI-STATE DEVELOPMENT AGENCY, FOR A PROJECT  
EXTENDING METROLINK FROM SHILOH-SCOTT STATION  
TO MID AMERICA AIRPORT**

**PREAMBLES:**

*Whereas*, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, passenger transportation facilities, and motor vehicle and other terminal or parking facilities; to contract with municipalities or other political subdivisions for the services or use of any facility owned or operated by the Agency, or owned or operated by any such municipality or other political subdivision; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

*Whereas*, no Board Policy applies; however, Section 5 of the “Intergovernmental Cooperation Act,” 5 Ill. Comp. Stat. 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

*Whereas*, St. Clair County and the Federal Transit Administration funded a MetroLink expansion in Illinois in the late 1990’s. The original plan was to extend the system from the existing terminus in East St. Louis to MidAmerica Airport. The design for the project was completed, but in 2003 available funding restricted construction to a terminus at Shiloh-Scott Station - approximately 5 miles short of the designed terminus at the MidAmerica Airport; and

*Whereas*, in 2019, the state of Illinois enacted the Rebuild Illinois Capital Plan which included \$96M for the design and construction of the MetroLink extension from Shiloh-Scott Station to MidAmerica Airport, including an access road and bike path (the “Project.”). The state funding for the Project will flow from IDOT to the SCCTD; and

*Whereas*, in order to promptly utilize the state funds, SCCTD has commenced the Project thereby necessitating an Agreement between SCCTD and BSD); and

*Whereas*, SCCTD will be responsible for all costs associated with the Project from initiation until the Project has been fully approved by BSD and the Illinois State Safety Oversight to operate as part of the MetroLink system. Once the Project is conveyed to BSD, the operational responsibility and associated costs will be absorbed into the existing MetroLink system; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to authorize the President & CEO to enter into an Intergovernmental Agreement between the St. Clair County Transit District and the

Agency pertaining to the Project extending MetroLink from Shiloh-Scott Station to MidAmerica Airport, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval for the President & CEO to Execute the Agreement. The Board of Commissioners hereby authorizes the President & CEO to execute an Intergovernmental Agreement between the St. Clair County Transit District and the Bi-State Development Agency pertaining to the Project extending MetroLink from Shiloh-Scott Station to MidAmerica Airport, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Form of the Agreement. The form of the Intergovernmental Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), substantially in the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect these Agreements, with the necessity and desirability of such changes, modifications, insertions and omissions conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Agreement and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 6. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the St. Clair County Transit District.

Section 7. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 8. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Agreement.

Section 9. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Agreement.

Section 10.      Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 27<sup>th</sup> day of August, 2020.

***In Witness Whereof***, the undersigned has hereto subscribed her signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By \_\_\_\_\_  
Title \_\_\_\_\_

[SEAL]

ATTEST:

By \_\_\_\_\_  
Deputy Secretary to the Board of Commissioners



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the St. Clair County Transit District (“SCCTD”) and the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (“Agency”). SCCTD and Agency are, at times, individually referred to as a “Party”, and collectively referred to as “the Parties.”

**WHEREAS,** Agency, is an interstate transportation authority created by a joint compact between the States of Missouri and Illinois, codified at Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45, Section 100/1 et seq. of the Illinois Compiled Statutes (jointly referred to herein as the “Compact”), authorized to plan, construct, operate and maintain passenger transportation facilities and rail terminal facilities; and operates a light rail system in Missouri and Illinois (“MetroLink” and “MetroLink System”);

**WHEREAS,** SCCTD, as a local mass transit district created pursuant to Chapter 70, Section 3610/2 et seq., of the Illinois Compiled Statutes, is a municipal corporation authorized to acquire, construct, own, operate and maintain mass transit facilities for public service or to subsidize the operation thereof; to acquire private property which is necessary for the purposes of the district by eminent domain; and to contract for public mass transportation with an interstate transportation authority;

**WHEREAS,** SCCTD and Agency desire to cooperate in certain aspects of the development, acquisition, design, construction, and operation of a light rail transit line to extend the current MetroLink line in Illinois from the Shiloh–Scott Station, located in Shiloh, Illinois, to MidAmerica St. Louis Airport (“MidAmerica”) as well as the construction of a Roadway and Bike Trail adjacent to the MetroLink extension (the “Project”).

**WHEREAS,** SCCTD was awarded \$96M from the State of Illinois in 2018 for the design and construction of the Project (“IDOT Grant”).

**NOW, THEREFORE,** in consideration of the premises and the mutual promises, representations, warranties and covenants set forth herein, the parties hereto hereby agree as follows:

1. **Purpose; Project Ownership.** This Agreement is entered into by the Parties to provide for the development, acquisition, design, construction, and operation of the Project. SCCTD will have all right, title and interest in the Project until the Project is accepted for operation by Agency as provided in Section 6, unless as otherwise provided by this Agreement. The Agency shall own all right, title and interest to MetroLink system portion of the Project upon acceptance for operation by Agency. SCCTD shall own all right, title and interest to Roadway and Bike Trail portion of the Project upon completion.

2. **Funding.** SCCTD shall provide all funds needed for the design, construction

and start-up operations of the Project. SCCTD represents and warrants that it has appropriated, allocated, and budgeted sufficient funding resources to fund the acquisition, design, construction and start-up operation costs for the Project. It is understood by both Parties that any Project costs submitted to IDOT for reimbursement under the IDOT Grant that are ultimately denied shall be the responsibility of SCCTD. The Agency shall not be liable for providing any funding for the Project. SCCTD retains the right to terminate the Project in accordance with Section 5 below.

3. **Agency Cost Reimbursement.** The Agency shall be reimbursed for certain costs of their employees, overhead and expenses for Agency administration and management of Project and integration of the Project with the Agency MetroLink system. Agency must obtain written approval from SCCTD prior to the Agency obligating itself to these expenditures. No reimbursement is due the Agency by SCCTD without prior written authorization.

The Project shall be administered and managed in the following Phases: 1) Procurement, 2) Design, 3) Construction and 4) Testing and Startup Operations. In advance of each Phase, Agency will provide SCCTD a Schedule of Proposed Work for that Phase indicating the administration and management activities to be provided by Agency including listing of employees undertaking activities, cost per hour, any overhead expense, and any other costs and expenses. SCCTD will review and approve Agency Schedule of Proposed Work ("Agency Work Estimate") for that Phase within ten (10) days of submittal by Agency to SCCTD. Any modification to the Agency Work Estimate is subject to SCCTD review and approval, which SCCTD shall complete within ten (10) days of submittal by Agency of a revised Schedule of Proposed Work to SCCTD.

4. **Cooperation.** This Agreement is intended to address specific actions of the parties towards the execution and funding of the Project and to provide a basic framework for cooperation of the Parties towards its completion. This Agreement is not intended to address every instance in which the Parties may interact regarding, execution, funding, Agency cost reimbursement and management of the Project and the Parties will reasonably cooperate with one another in areas not specifically addressed.

5. **Term of Agreement; Termination.** This Agreement shall commence on the date hereof and shall continue until the earliest of: (a) the date that the Project is completed to the reasonable satisfaction of SCCTD and the Agency; (b) the date that this Agreement is mutually terminated; (c) the date that this Agreement is terminated in accordance with this Section. Either Party may terminate this Agreement for any reason by providing at least 90 days prior written notice to the other Party. Termination will not affect SCCTD's responsibility to pay all costs associated with the Project, including but not limited to any design contract, any construction services contract, any other professional services contracts related to construction of the Project, and any associated approved Agency Work related to the Project costs. Any costs, expenses, or overhead reimbursement previously approved by SCCTD and payable to Agency shall cease upon the effective date of termination, except for any Agency costs already incurred. All costs of the Project and its operation will be that of the Agency after Acceptance of the Project as provided in Section 6.

6. **Acceptance of Project by Agency.**

(a) Agency shall be deemed to have accepted the MetroLink portion of the Project for operation upon successful completion of all of the following: (i) construction certified as Substantially Complete, as defined below; (ii) safety certification is successfully completed; (iii) testing and start-up activities are certified complete by Agency; and (iv) Safety State Oversight has signed off on the Project for operation.

(b) Substantial Completion is defined to mean and take into account the situation when the construction phase of the MetroLink portion of the Project is sufficiently complete so that Agency can occupy and operate the Project to perform testing and start-up activities. SCCTD shall notify Agency when SCCTD, and/or its contractors, believes that the construction phase of the Project is substantially complete. Upon inspection of the Project and determination by Agency that certain items need to be completed or corrected, SCCTD shall give its relevant contractors notice to proceed with completion of such items. SCCTD shall cause its contractors to complete such items within seven days of receiving the notice or as mutually agreed. Upon SCCTD, by and through its contractors, completion and correction of such remaining items, and upon satisfactory follow-up inspection of the Project by Agency, a Certificate of Substantial Completion shall be issued by Agency, certifying that the construction phase of the Project is substantially complete. Provided, however, that the Agency shall not be deemed to have accepted or taken ownership of the Project until the remaining certifications and activities described in subsection (a) are successfully completed.

(c) Upon acceptance of the MetroLink portion of the Project, SCCTD shall turn over to the Agency all files, drawings, calculations, computer files, documents, memoranda, and other materials relating to the MetroLink portion of the Project and all work product produced in connection with this engagement of any kind and nature whatsoever.

7. **Design Phase.**

(a) **Environmental Documentation and Design Services Contract.** SCCTD shall procure, execute, and administer a contract with an engineering firm to perform NEPA Environmental Documentation and Design Services for the Project (“Design Services”), in accordance with IDOT Contracting Guidelines. Agency will assist in SCCTD’s procurement of the design contract and will provide two (2) of the five (5) members of the selection committee and will assist in the management of the contract to ensure that the Design Plans are consistent with MetroLink design standards. The design contract and associated Agency Work approved by SCCTD, as provided in Section 3, will be funded fully by SCCTD.

(b) **Development of the Design Plans.** Agency shall provide copies of the previous plans for the MetroLink Expansion project that was completed in 2001, to the extent they are available, to the engineering firm selected in accordance with Section 7(a) of this Agreement. The engineering firm shall develop design plans for this Project (“Design Plans”), in accordance with the Request for Proposals for NEPA Environmental Documentation and Design Services, attached hereto and incorporated herein as Exhibit A.

(c) The Bi-State Development Agency of the Missouri-Illinois Metropolitan District shall be listed as a third-party beneficiary in the environmental documentation and design services contract, with all legal rights associated with that status, including the right to enforce the contract. SCCTD shall be liable for any Agency costs incurred in the enforcement of obligations owed by such engineering firm pursuant to such contract.

SCCTD and Agency shall have joint responsibility for final approval of the Design Plans and approving route modification, station location, siting of stations, and feeder bus service. SCCTD understands that any significant modifications to the Project will trigger additional environmental reviews that will add both cost and time to the Project, for which SCCTD is responsible. The approved final Design Plan shall be compatible with the current MetroLink system operated by the Agency.

8. **Construction Phase.**

(a) **Construction Contract(s).** SCCTD shall procure and execute the contracts for construction phase services and any other professional services required for the construction phase of the Project, in accordance with SCCTD Procurement Policy and following IDOT regulations. If additional professional services are required, SCCTD will provide three (3) of the five (5) members of the selection committee. SCCTD will fully fund all costs of the contract(s) for construction services, and other professional services related to the construction of the Project and testing and start-up operations of the Project, and associated Agency Work, as provided in Section 3.

(b) **Construction Process.** SCCTD shall manage the Project construction cost effectively and efficiently for the construction of the Project.

(d) The Bi-State Development Agency of the Missouri-Illinois Metropolitan District shall be listed as a third-party beneficiary in any and all contracts for construction phase services and any other professional services required for the construction phase of the Project, with all legal rights associated with that status, including the right to enforce the contract. SCCTD shall be liable for any Agency costs incurred in the enforcement of obligations owed by such construction services and other professional services pursuant to such contracts.

9. **Roadway and Bike Trail.** [To Be Determined: Provisions regarding the Roadway and Bike Trail including maintenance after construction.]

10. **Conduct of Construction; Correction of Work; Construction Warranties.**

(a) SCCTD shall cause all construction to be planned and carried out so as to maximize safety and minimize interference with ongoing MetroLink System business, operations and activities. At all times during the performance of any work on the Project, all areas other than the construction site proper shall reasonably be kept free from any loose dirt, debris, equipment or construction materials relating to the Project. All work conducted in the MetroLink System's right-of-way, whether by SCCTD, its employees, contractors, agents, or

representatives must comply with Agency's Standard Operating Procedures, as may be amended from time to time, and provided to SCCTD.

(b) SCCTD shall promptly cause any of its contractors engaged pursuant to this Agreement to correct any work rejected by Agency, or failing to conform to the requirements of the Agreement or the Design Plans, whether discovered before or after Substantial Completion or Acceptance of the Project and whether or not fabricated, installed or completed. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Agency's services and expenses made necessary thereby, shall be at SCCTD's expense.

(c) If at any time after the date of Agency's Acceptance of the Project, any MetroLink portion of the Project is found to be not in accordance with the requirements of the Agreement or Design Plans, SCCTD shall cause its contractors to correct it promptly after receipt of written notice from Agency to do so unless Agency has previously given SCCTD a written acceptance of such deviation from the requirements of the Agreement or Design Plans. Agency shall give such notice promptly after discovery of the condition. If Agency fails to notify SCCTD and give SCCTD the opportunity to cause its contractors to make the correction, Agency waives the rights to require correction at SCCTD's expense. If SCCTD fails to cause its contractors to correct nonconforming Project work within a reasonable time during that period after receipt of notice from Agency, Agency may correct it and SCCTD shall be responsible for the cost of such correction.

(e) SCCTD shall cause all contracts for construction or other professional services to require the service providers to warrant to Agency and SCCTD that (i) materials and equipment furnished under the contract will be of good quality and new and (ii) the Project work will conform with the requirements of this Agreement and the Design Plans and will be free from defects. Such contracts shall also require construction or other professional service providers to obtain and provide all warranties that would be given in normal commercial practice from any of their respective subcontractors, manufacturers or suppliers for work performed and materials furnished which shall be executed, in writing, for the benefit of Agency.

11. **MetroLink System Specifications.** The Parties agree and understand that, to the extent permitted by law and IDOT rules and regulations, and insofar as practicably possible, the design and construction specifications for the MetroLink System portion(s) of the Project shall match and be compatible with the current MetroLink equipment, specifications, and operations and reflect the same level of design, construction, quality, and performance.

12. **Default and Remedies.**

(a) Subject to the Parties' early termination rights in this Agreement, either Party may terminate this Agreement if the other Party is at fault for a substantial breach of a provision of this Agreement.

(b) When one Party believes that the other has substantially breached a provision of this Agreement, such Party shall deliver written notice of such breach. The other Party shall have thirty (30) calendar days after receipt of such written notice to cure the described breach, or to commence and proceed with efforts to cure such breach, except if the breach involves SCCTD's failure to reimburse approved Agency costs, in that case SCCTD shall cure the described breach within seven (7) calendar days. In the event such cure of the breach, or efforts to cure, are not carried out or undertaken within the applicable cure period, the Party providing notice of breach shall have the right to terminate this Agreement by providing written notice of termination.

(c) In the event SCCTD or Agency elects to terminate the Agreement as provided above, SCCTD will be required to turn over to the Agency all files, documents, memoranda, and other materials relating to the Project and all work product produced in connection with this engagement of any kind and nature whatsoever.

(d) In the event SCCTD or Agency elects to terminate the Agreement as provided above, Agency relieves SCCTD of all responsibility for any further completion of the Project, provided the termination will not affect SCCTD's responsibility to pay all costs associated with the Project, including but not limited to any design contract, any construction services contract, any other professional services contracts related to construction of the Project, and any associated Agency Work related to construction of the Project up to the effective date of notice of termination, and for any further work required of Agency personnel and approved by SCCTD in order to reasonably facilitate an orderly turnover of matters in process at the time of termination. SCCTD shall also be responsible for the amounts of any damages incurred by Agency as a result of SCCTD's failure to perform and Agency's costs, expenses and fees incurred in completing and/or correcting the Project, which offset shall not prejudice the right of Agency to recover additional damages or to exercise any other remedy at law or in equity.

13. **No Assignment.** No party to this Agreement shall assign the Agreement as a whole or part without the written consent of the other parties, nor shall any party assign any monies due or to become due hereunder without the previous written consent of the other party.

14. **Third Party Beneficiaries.** Notwithstanding anything contained in this Agreement to the contrary, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in the Agreement (either express or implied) is intended to confer upon any other person or entity any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

15. **Reporting.** SCCTD and Agency, acting in concert, shall be responsible for presenting appropriate management information and analysis to their respective Boards, provided that Agency and SCCTD shall cooperate in preparing any information for presentation to their respective Boards.

16. **Relationship between the Parties.** The Parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

17. **Labor.** A Project Labor Agreement shall be utilized to the fullest extent allowed by law in the construction of the Project.

18. **Indemnification.** To the extent permitted by applicable law, each party (“Indemnitor”) shall indemnify and hold harmless the other party, including any of their affiliated entities and their respective commissioners, boards, members, managers, trustees, employees, officers, shareholders, agents and partners, successors and assigns, from and against any and all claims, or suits for damages, liability, loss, expenses, causes of action and judgments (including, but not limited to, reasonable attorneys’ fees and legal expenses in connection with defending against any such action, suit or claim) arising from any wrongful or negligent act or omission or breach of this Agreement by the Indemnitor or its affiliated entities, boards, members, managers, trustees, employees, officers, shareholders, agents, partners, successors, or assigns.

19. **Notices.** All notices, invoices or other communication required or desired to be given hereunder shall be in writing and shall be deemed duly delivered and received (a) upon receipt or refusal of delivery, when delivered personally; (b) the day deposited with the U.S. Postal Service, when sent certified or registered mail (postage prepaid), return receipt requested; and (c) the day deposited with Federal Express or other overnight courier service (charges prepaid) when sent next-day delivery; as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

If to Agency:

Bi-State Agency of the Missouri-Illinois Metropolitan District  
One Metropolitan Square  
211 North Broadway, Suite 700  
St. Louis, MO 63102  
Attention: President & CEO

With copy to: General Counsel  
Email: baenneking@bistatedev.org

If to SCCTD:

St. Clair County Transit District  
27 North Illinois  
Belleville, IL 62220  
Attention: [TBD]

With copy to: [TBD]

20. **Counterparts; Facsimile, Electronic Transmittal.** This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement may be signed and transmitted electronically; the signature of any person on an electronically transmitted copy hereof shall be considered an original signature; and an electronically transmitted copy hereof shall have the same binding effect as an original signature on an original document. At the request of any party hereto, any electronic copy of this Agreement shall be re-executed in original form. No party hereto may raise the use of electronic mail or the fact that any signature was transmitted through the use of electronic mail as a defense to the enforcement of this Agreement.

21. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the parties hereto.

22. **Entire Agreement.** The parties agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and that no other agreements or representations other than those contained in this Agreement have been made by the parties.

23. **Amendment and Modifications.** Any amendment or modification of this Agreement may only be authorized by written agreement of the parties hereto.

24. **Severability.** In the event that any one or more provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

*Signatures page follow*

IN WITNESS WHEREOF, Agency and SCCTD have executed this Agreement as of the day and year first above written.

ST. CLAIR COUNTY TRANSIT  
DISTRICT

THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN  
DISTRICT

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

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

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

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

DRAFT

EXHIBIT A

Request for Proposals for NEPA Environmental Documentation and Design Services

DRAFT

**Open Session Item 4**

**Exhibit A**

## Request for Proposals for NEPA Environmental Documentation and Design Services

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

## Solicitation Schedule

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

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

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## 1. BACKGROUND AND PURPOSE

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

The **Brooks Act** requires that:

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

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

## 2. SOLICITATION OBJECTIVES

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

## 3. BASIS OF AWARD

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

## 4. PREPARATION OF PROPOSAL

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

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

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

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

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

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

## 6. **FORM AND CONTENT REQUIREMENTS**

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

## 7. **LIST OF PROPOSAL CONTENT**

Section I - Introduction

Introduction Letter (2 page limit)

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

Section III - Supportive Information

Graphs, Charts, Photos, References, etc.

## 8. **FORMAT**

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

## 9. **ACKNOWLEDGEMENT OF AMENDMENTS TO REQUEST FOR PROPOSAL**

Amendments must be acknowledged and submitted with the proposal.

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

**10. SECTION I – INTRODUCTION (2 PAGE LIMIT)**

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

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

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

**Technical Proposal**

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

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

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

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

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

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

**B. Technical Competence/Availability of Key Personnel**

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

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

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

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

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

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

**13. CONFIDENTIAL DATA**

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

**14. ADMINISTRATIVE CONSIDERATION**

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

**15. EXPLANATION TO OFFERORS**

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

**16. SELECTION PROCEDURE**

**A. Technical Evaluation**

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

**B. Selection Committee Procedures**

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

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

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

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

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

Part 2 – Cost:

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

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

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

## **17. CONTRACTOR'S SIGNATURE**

Offeror's signatory requirements:

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

## **18. AMERICANS WITH DISABILITIES**

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

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

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

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

## **20. BI-STATE DEVELOPMENT FURNISHED PROPERTY**

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

## **21. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

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

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

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

## **22. PUBLIC DOCUMENTS**

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

## **23. PROTEST**

### **A. Policy**

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

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

### **B. Protest Before Awards**

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

2. All other protests made prior to award must be filed in writing with the Director of Procurement and post marked no later than five (5) work days, exclusive of Saturday, Sunday and holidays observed by Bi-State Development, after the protester knows or should have known the alleged basis of protest.
3. When protest prior to bid opening or award of a contract is made the bid opening or award may be postponed until the protest is resolved. SCCTD reserves the right to proceed with the bid opening and award, if necessary, in accordance with the standards set out herein. All written correspondence to Bi-State Development regarding the protest must be addressed to the Vice President of Procurement and not to other officers or managers of Bi-State Development, including the Board of Commissioners. Every reasonable effort will be made by the appropriate Agency Procurement Managers, with such assistance as is appropriate; to resolve the protest issues in the shortest possible time.

C. Withholding of Award

1. Changes to the formal bid opening or award and notification of award are at the discretion of SCCTD. SCCTD/BSD may proceed with bid openings and awards prior to the resolution of protest issues, if the Vice President of Procurement has determined that:
  - a) the item or items to be procured are urgently required;
  - b) delivery or performance will be unduly delayed by failure to make the award promptly; or
  - c) failure to make prompt award will otherwise cause undue harm to SCCTD/BSD or other affected party.
2. The Vice President of Procurement will advise all affected Agency managers, including the Chief Financial Officer, of the intent to award a contract under any of the above circumstances.

D. Protests After Award

1. Any protest filed after award of the contract must be filed in writing and post marked within five (5) work days (exclusive of Saturday, Sunday and holidays observed by Bi-State Development) of award with the Vice President of Procurement or be subject to summary dismissal. With respect to protests after the award, the Vice President of Procurement will inform Bi-State Development officials concerning the elements of the protest. Goods, construction and/or services being performed under the protested contract will generally not be suspended pending the resolution of the protest.

E. Initial Protest Decision Making

1. The Vice President of Procurement will render Bi-State Development's initial decision on the protest providing, however, the Chief Executive Officer may at his/her discretion direct the protest to be investigated by another Agency official who would then issue the decision. The protester may appeal the initial decision to the President, as provided herein. Copies of the initial decision will be provided to all bidders affected by the protest.

F. Appeal of Initial Decision

1. Any appeal of the initial Agency decision must be filed in writing with the Chief Executive Officer within five (5) work days (exclusive of Saturday, Sunday or holidays observed Bi-State Development) after receipt of the initial decision. An original and ten (10) copies of the appeal must be provided to Bi-State Development. The President may designate another Bi-State Development manager to review and make a final decision on an appeal of the initial protest decision.
2. The decision rendered by the President, or Bi-State Development official designated by the President, or Board as may be provided under the duly adopted policy, shall be the final decision of Bi-State Development. Copies of the final decision will be provided to all bidders affected by the protest.

G. Reconsideration

1. Any requests for reconsideration of Bi-State Development's final decision must be based on information not previously known or available, or on the discovery of an error of law or regulation. Any such request for

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

Bi-State Development Holidays are:

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

## **24. CONTRACT TYPE**

The contract is Cost Plus Fixed Fee.

## **25. PERIOD OF PERFORMANCE**

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

## **26. RESERVED**

## **27. SUBCONTRACTS**

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

## **28. PROSECUTION OF WORK**

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

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

## **29. SUBMITTAL CHECKLIST**

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

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

### 30. DOCUMENTS INCORPORATED INTO CONTRACT

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

Document	Hyperlink
Paragraph 32 - Scope of Services	Included in RFP
Appendix A1 – Negotiated Contract Award Form	<a href="#">Appendix A Negotiated Contract Award Form</a>

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

### 31. SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

#### **PURPOSE OF THE REQUEST FOR PROPOSALS**

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

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

#### **PROJECT BACK GROUND INFORMATION:**

#### **DETAILED PROPOSED METROLINK ALIGNMENT DESCRIPTION**

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

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

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

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

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

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

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

#### ALIGNMENT INFORMATION SUMMARY

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

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

## PROPOSED PROJECT SCHEDULE

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

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

## PROJECT SCOPE OF WORK

## PROJECT MANAGEMENT REQUIREMENTS

The following duties shall be performed as required:

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

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

- Develop and maintain a Master Project Schedule (MPS). This schedule will integrate all project activities, including PE, EA, design, construction, commissioning, start-up and systems testing, force account activities, property acquisition, etc. The MPS will also provide a summary-level focus on program and project milestones and interface points. The MPS will serve as an early warning system to identify potential problems well in advance. This schedule will be developed based on a Work Breakdown Structure and will be cost loaded and resource loaded to provide a basis for financial planning.
- Maintain a Document Control System (DCS) for the project. This system will implement a coordination, approval, control, and distribution process for all policies, procedures, and documents developed for the program. Using this system, the PMC will: 1) control all project drawings and submissions, 2) work with the SCCTD and BSD to develop and implement policies and procedures that address drawing standards and control (including procedures for control and maintenance of electronic files, a drawing numbering system, and a database for all baseline documents and reports), 3) establish the master design review schedule, and 4) reproduce and distribute design review packages at major milestones. It is the intention of the SCCTD and BSD to use the EBuilder Software Package in support of all DCS activities.
- Project Reporting System (PRS). This system will produce reports, in various levels of detail, to provide the SCCTD and BSD with an organized and timely basis for directing the program. The PRS will include a monthly report to include:
  - A. Monthly Executive Summary Report focusing on critical issues, safety, schedule and cost status, proposed changes, and problem areas relative to the project.
  - B. Schedule Report comparing actual progress against scheduled progress and including recommendations for correcting delays or incorporating changes into the program's plan.
  - C. Program Budget Report comparing the program budget (working estimate) to actual costs incurred and showing updated forecast-at-completion, with a summary by contract reflecting changes agreed upon since the last report. Major changes in anticipated costs will be accompanied by associated documentation.
- Meet and coordinate with SCCTD and BSD staff, local communities, and state and federal organizations throughout project development to keep participants informed about progress. SCCTD will lead the permitting and coordination efforts with interested stakeholders. The selected Consultant will be expected to provide support and attend meetings with stakeholders including but not limited to: IDOT; the Federal Transit Administration, Scott Air Force Base and Federal Aviation Administration.
- The Consultant will be required to conduct all utility coordination. While most of the corridor is clear of utilities, there will be the need for some relocations. Coordination with Ameren Illinois will be required in regards to power supply for the MetroLink Substations required to power the system. Prepare and distribute minutes from all stakeholder meetings.
- Coordinate with SCCTD and BSD staff to facilitate establishment and maintenance of community relationships and public information programs for all phases of the project. This includes public hearings, media interface, meetings with community organizations, and related public outreach efforts. Prepare and distribute minutes from all public meetings and hearings.
- Prepare independent construction and project level estimates for design submissions and to support studies and analysis.

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

## **PRELIMINARY DESIGN AND ENVIRONMENTAL DOCUMENTATION**

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

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

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

### **List of Deliverables:**

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

## **ACCESS ROAD AND BIKE TRAIL FINAL DESIGN**

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

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

### **List of Deliverables:**

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

- Electronic files (for Conformed Contract Plans and Specifications)

## **METROLINK EXTENSION FINAL DESIGN**

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

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

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

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

List of Deliverables for each of the above volumes:

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

## **DESIGN SUPPORT DURING CONSTRUCTION**

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

Provide Factory & Field Testing with support from Metro.

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

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

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

## **32. IDOT TERMS & CONDITIONS**

### **8.1 Equal Employment Opportunity**

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

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

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

## 8.2 Financial Assistance

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

## 8.3 EEO Compliance

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

## 8.4 Interest of Member of Congress

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

## 8.5 Prohibited Interests

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

## 8.6 Contract Changes

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

## 8.7 Audit and Inspection of Records

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

## 8.8 Assignment

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

## 8.9 Records

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

## 8.10 Ownership of Records

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

## 8.11 Escalation Clauses

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

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

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

#### 8.12 Subcontracts

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