

November 1, 2019

SUBJECT: FAI Route 255 (I-255) Project NHPP-UI98(917) Section 82-(3,2,1)RS St. Clair County Contract No. 76E13 Item No. 46, November 8, 2019 Letting Addendum A

NOTICE TO PROSPECTIVE BIDDERS:

Attached is an addendum to the plans or proposal. This addendum involves revised and/or added material.

- 1. Revised the Schedule of Prices in iCX
- 2. Revised pages ii-v of the Table of Contents to the Special Provisions
- 3. Revised pages 4, 6, 15, 23, 31 and 32 of the Special Provisions
- 4. Added pages 318-323 to the Special Provisions
- Revised sheets 1-4,7,8,11,12,17 and 23; sheets 2,5,7,10,13,18,27-34,37-41,56,69-75,100,197,258 and 272 of 280 (Set 1); 3,4,7,9,37,155,203,209,237,265,281 and 293 of 316 (Set 2) of the Plans
- 6. Added sheet 67A of 280 (Set 1) to the Plans

Prime contractors must utilize the enclosed material when preparing their bid and must include any changes to the Schedule of Prices in their bid.

Very truly yours,

SPEL

Jack A. Elston, P.E. Bureau Chief, Design and Environment

CWR/cr

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COMPLETION DATE PLUS WORKING DAYS

The Contractor is allowed to close the North section of I-255 (closure from I-64 to I-55/70) beginning February 1, 2020. The Contractor shall complete all work and re-open the North section to traffic before closing the South section (closure from IL 15 to I-64). The Contractor shall notify the Engineer four weeks prior to switching from the North section to the South section in order for the public to be notified. The Contractor shall have both sections complete and all I-255 traffic lanes fully open to traffic on or before 11:59 pm November 24, 2020.

The Contractor will be allowed 10 working days after the completion date to complete items not requiring a lane closure on I-255, punch list items, landscaping items and other items as determined by the Engineer.

COMPLETION DATE INCENTIVE/ DISINCENTIVE

Failure to complete the work on time: Should the Contractor fail to complete the work on or before the completion date of November 24, 2020, or within such extended time allowed by the Department, the Contractor shall be liable to the Department in the amount of \$50,000 per day, not as a penalty but as liquidated and ascertained damages for each calendar day beyond the specified completion date or extended time as may be allowed. A calendar day is defined as any 24-hour day or portion of a day when all I-255 traffic lanes are not open to traffic. Such damages may be deducted by the Department from any monies due the Contractor.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work because the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult to ascertain, and be a matter of argument and unprofitable litigation. This mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

Incentive Payment Plan: The Contractor shall be entitled to an Incentive Payment for completing work within the limits of the project (I-255 Mainline, Ramps & CD Roadways) without restriction before the specified completion date.

The Incentive Payment shall be paid at the rate of \$50,000 for each calendar day (24-hour period) not used prior to the completion date. The maximum payment under this incentive plan will be limited to twenty (20) calendar days prior to the completion date for a maximum of \$1,000,000.

Should the Contractor be delayed in the commencement, prosecution, or completion of the work for any reason, there shall be no extension of the incentive payment calculation date even though there may be granted an extension of time for completion of the work unless a significant change as per Article 104.02 of the Standard Specifications for Road and Bridge Construction is added to the contract by the Department. No Incentive Payment will be made if the Contractor fails to complete the work before the completion date or within such extended time allowed by the Department. Failure of the Contractor to complete all work as required by the contract before the allotted completion date shall release and discharge the State, the Department and all of its officers, agents, and employees from any and all claims and demands for the payment of any incentive amount or damages arising from the refusal to pay any incentive amount.

SEQUENCE OF CONSTRUCTION

The following is the necessary Sequence of Construction for this project. Deviations to this Sequence of Construction will not be permitted without prior written approval of the Engineer.

Pre-Closure

The following shall be completed prior to any closures on I-255:

- Widening on EB IL 15 ramp to IL 157
- Temporary traffic signals must be installed and functioning
 - o IL 15 EB ramp to IL 157
 - o I 55/70 WB ramp to IL 111
 - o IL 157 at W. Lincoln Avenue in Caseyville
- No trucks sign and pavement marking at IL 157 & St. Louis Road
- No trucks sign and pavement marking at IL 157 & Caseyville Road
- Additional HMA shoulder at IL 157 & Collinsville Road
- Median Removal and replace with flush median at IL 111 & Collinsville Road
- Patching of the south section as needed.

Interstate Closure

The North section (plan set 2 of 2) from I-64 to Collinsville Road shall be completed first due to the deterioration of SN 082-0246. Once the North section is completed and opened to traffic, the South section (plan set 1 of 2) from IL 15 to I-64 shall be closed to traffic and completed.

Prior to closure of the north section, off peak lane closures will be allowed on the south section to perform patching as needed for the roadway to remain operational during the north closure. No lane closures will be allowed on the south section during the closure of the north section except for emergency patching.

See TRAFFIC CONTROL AND PROTECTION, (SPECIAL) – LUMP SUM special provision.

Ramp Closure

IL 15 ramps shall be patched and resurfaced under weekend closures. See INTERSTATE WEEKEND CLOSURE, (SPECIAL) special provision.

I-64 ramps and adjacent Collector-Distributor (C-D) lanes shall be patched and resurfaced in such a manner to not impact the posted detour route using I-64 during either closure of I-255. See TRAFFIC CONTROL AND PROTECTION, (SPECIAL) – EACH special provision.

All State Street ramps and Collinsville Road ramps (except Collinsville Road to NB I-255) shall be closed to traffic during their respective interstate closures.

Overhead Structure Closure

Pocket Road will be closed for 40 calendar days for joint replacement. This closure shall be coordinated with Centreville and Alorton. All other overhead structure work shall be completed under stage construction.

Post-Closure Construction

Only off road work, such as punch list items, landscaping items and other items as determined by the Engineer may be completed after the interstate is re-opened to traffic.

CLEANING AND PAINTING ALUMINUM RAILING

Description: This work shall consist of cleaning and preparation of the existing aluminum surfaces, and the furnishing, application, and protection of the coatings according to the applicable portions of Guide Bridge Special Provision 25 (Cleaning and Painting Existing Steel Structures) except as modified herein.

Aluminum Member Surface Preparation: Prior to painting, all exposed aluminum railing surfaces shall be solvent cleaned as per SSPC SP-1 Solvent Cleaning standards.

Paint Systems: The designated areas shall be painted according to the requirements of paint system 1 – OZ/E/U. Only the Epoxy and Urethane coats from the OZ/E/U system shall be applied.

Method of Measurement: This work will not be measured for payment.

Basis of Payment: This work shall be paid for at the contract lump sum price for CLEANING AND PAINTING ALUMINUM RAILING, at the designated location. Payment will not be authorized until all requirements for surface preparation and painting have been fulfilled. Payment will also not be authorized for non-conforming work until the discrepancy is resolved in writing.

PEDESTRIAN RAIL (SPECIAL)

Description: This work shall consist of furnishing all labor, equipment, and materials necessary to remove and reinstall damaged sections of pedestrian railing, transport railing panels to and from fabricator, and repair impact damage and cracked welds on railing panels, according to the applicable portions of Section 501 and 509 of the Standard Specifications.

Construction Requirements: Railing repair in the field shall not be permitted unless deemed necessary by the Engineer. The Contractor shall use extreme care to avoid damage to the railing and parapets during the process of removing, repairing, and reinstalling the pedestrian railing. Any damage caused by the Contractor shall be repaired or replaced to the satisfaction of the Engineer at the Contractor's expense.

Impact damage to railing panels shall be repaired by straightening or replacing members as applicable. Cracked welds as a result of impact damage shall also be repaired. Where members are damaged beyond repair by straightening, the new members shall be installed according to details shown in the existing aluminum railing plans or as directed by the Engineer.

ENGINEER'S FIELD OFFICE, TYPE A (SPECIAL)

This work shall consist of furnishing and maintaining in good condition for the exclusive use of the Engineer a weatherproof building hereinafter described at locations approved by the Engineer. This field office shall be independent of any building used by the Contractor and all keys to the field office shall be turned over to the Engineer. The Engineer will designate the location for the building and it shall remain on the work site until released by the Engineer.

The field office shall have a ceiling height of not less than 7 ft and a floor space of not less than 1300 sq ft. The building shall be new.

The field office shall be equipped with two entrance doors located on the same side of the building. Doors and windows shall be equipped with locks approved by the Engineer. The entrance doors for the building shall be keyed with 10 keys provided to the Engineer.

A landing of a minimum 5 x 5 ft dimension shall be provided at each entrance doorway with integral steps and railings. An awning shall be provided to protect each entry. A 100 watt light shall be attached to the exterior of the building at each doorway.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds.

Work space in the building shall be divided into 4 separate office rooms and 1 large conference area. Each office room shall have an independently keyed locking door, with 3 keys provided to the Engineer. The building shall be provided with sufficient heat, natural and artificial light, and air conditioning.

One suitable on-site sanitary facilities meeting Federal, State and local health department requirements shall be provided in the building, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times during the period of the contract. Sanitary facilities shall include hot and cold potable running water, lavatory, mirror, ventilation fan, and toilet as an integral part of each structure.

INTERSTATE WEEKEND CLOSURE, (SPECIAL)

The Contractor for this section is advised that he will be required to complete any on road work necessary on Ramps 5 & 6 of the Illinois 15 interchange under separate weekend closures. The Contractor must conduct and coordinate the construction operations for this section in such a manner so as to cause the least interference or inconvenience to the motoring public and to otherwise maintain traffic as herein specified.

This weekend closure shall consist of coordinating, furnishing, installing, maintaining, monitoring, relocating, and the complete removal of all traffic control devices necessary to successfully and safely accomplish the two interstate ramp weekend closures in accordance with the Standard Specifications, these provisions, and applicable highway standards.

The Contractor will be given one weekend to complete any on road work necessary at each ramp. The road closure will not commence before 9:00 pm Friday night and will reopen to traffic prior to 5:00 am Monday.

The Contractor shall submit a Closure Plan to the Department prior to the Pre-Construction Conference.

Potential Highway Standards needed for interstate and ramp closures are 701400, 701401, 701428, 701446, 701451.

Should the Contractor fail to have the individual ramps open to traffic outside of the defined weekend closures hours, the Contractor shall be liable and shall pay to the Department \$1500, not as a penalty but as liquidated damages, for every 15 minute interval or portion thereof that the flow of traffic is impeded by the Contractor's operations. The Department will deduct these liquidated damages from any monies due or to become due to the Contractor from the Department.

This work will be paid for at the contract unit price per each ramp location for INTERSTATE WEEKEND CLOSURE, SPECIAL.

Changeable Message Signs will be paid for separately.

TRAFFIC CONTROL AND PROTECTION, STANDARD BLR 21

This work shall consist of furnishing, installing, maintaining and removing all traffic control devices for traffic control and protection for the closure of Pocket Road as shown on Highway Standard BLR 21, according to the TRAFFIC CONTROL PLAN, according to Section 701 of the "Standard Specifications for Road and Bridge Construction", as directed by the Engineer and as specified herein. The closure of Pocket Road is to be limited to 40 calendar days. The Contractor shall be aware that once the closure begins he will only have 40 calendar days to complete the work and reopen the road to traffic. The closure shall not take place until such time that construction operations affecting traffic are imminent.

Barricade placement and sign spacing may be adjusted by the Engineer to suit field conditions.

Traffic Control and Protection required for the closure of Pocket Road will be furnished, installed, maintained and removed.

This work will be measured and paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, STANDARD BLR 21.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701321 (SPECIAL)

This item shall pertain to traffic control on Bunkum Road and Forest Boulevard necessary to perform the work shifting traffic bridge repair activities are performed.

This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans, referenced by Highway Standards and as approved by the Engineer. All traffic control indicated on the Maintenance of Traffic plan details and specified in the Special Provisions will be measured for payment for each per bridge location.

The locations of the stop bars, signal heads, and detector loops are not to change after completion of Stage 1 for each bridge.

All signs and devices furnished for this contract are to be in new or like new condition at the beginning of the job.

All signs, either shown on the plans or referenced by incorporation of Highway Standards, shall be in accordance with Section 701.

All temporary pavement marking, short-term pavement marking, impact attenuators, temporary concrete barrier, temporary bridge traffic signals, shall not be included in the cost of the standard; rather it shall be paid for separately at the contract unit prices of the specified items.

Traffic Control and Protection will be paid for at the contract price for each for TRAFFIC CONTROL AND PROTECTION, STANDARD 701321 (SPECIAL).

PIPE UNDERDRAIN INSTALLATION

Revise the 4th paragraph of Article 601.04 to read:

When pipe underdrains are included in contracts with existing paved shoulders, the trench of the pipe underdrain and pipe underdrain (special) shall be backfilled with aggregate to within 6 in. of the surface of the existing shoulder. The top 6 in. of the trench shall then be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density.

CONCRETE BARRIER REMOVAL

This work consists of the removal of existing concrete barrier at locations shown on the plans, as directed by the Engineer, and in accordance with the applicable portions of Section 440 and 501 of the Standard Specifications. This work shall include longitudinal and transverse saw cuts necessary to remove the concrete barrier and the removal and disposal of all fill material.

The existing concrete barrier in the center median of I-255 is composed of two single face barriers placed approximately three feet back to back with topsoil backfill. Each single face wall will be measured for removal separately. The earth contained inside the existing barriers shall be removed and disposed of offsite. It may also be used as backfill to be placed behind the proposed single face concrete barrier constructed at other locations within this project. From Sta 937+14 to Sta 943+27, the existing soil behind the single face concrete barrier will remain in place and only the amount of soil needed for construction of the proposed single face concrete barrier will be removed. This soil removal and/or placement shall be included in the unit price for CONCRETE BARRIER REMOVAL. The areas of double face concrete barrier wall in the C-D lanes of the project will only be measured for removal once as it is a monolithic concrete structure.

This work will be measured for payment in feet along the top of the concrete barrier.

This work will be paid for at the contract unit price per foot for CONCRETE BARRRIER REMOVAL, as herein specified.

CSX RIGHT OF ENTRY PROCESS

To begin processing a CSXT Right-of-Entry (ROE) project, the following must be received and processed prior to commencing:

- 1. Payment of \$2,500 for processing fees and cursory review of plans (if available)
- 2. ROE Application filled out and returned (attached)
- 3. New Project Funding Form filled out and executed (attached)

Payment must be submitted to the address below along with the Schedule PA form (attached). Please e-mail me a copy of the check to <u>cshowman@benesch.com</u> for payment verification.

CSX Transportation P.O. Box 530192 Atlanta, GA 30353-0192

Once these items have been received and processed, a ROE Agreement and a Force Account Estimate will be drafted and submitted for your review, partial execution, and payment of flagging services (*and CE&I if required*).

Any reminding funds left after the project has been completed will be refunded back to the outside party/agency.

CSX TRANSPORTATION – GOVERNMENT BILLING DEPT NEW PROJECT FORM					
	To ensure compliance with Federal requirements, please provide the following information so that CSXT may accurately and appropriately setup and handle the necessary accounting associated with the proposed project.				
appropriately setup and handre are necessary		er Location	* * * *		
*1) Is the project Federally Funded?					
*2) Funding Source: If the project is funded by multiple sources please provide the approximate anticipated percentage of the total project cost to be paid by each source.	If multiple or	If multiple or o ther please describe here:			
*3) Project Requirements	Procureme Suspended Davis-Bace E-Verify	Procurement Restrictions (e.g. Buy America(n), Buy State, US Steel) Procurement Restrictions Waiver Suspended / Debarred Davis-Bacon Act E-Verify Other, please descibe here			
*4) Single Audit Type: Please advise if the p (complete only one box).	project is subject	to single audit :	equirements by	completing the	appropriate box below
Not Applicable	Federal Audit Please Specify	OMB Circular A Uniform Guidan	00172032	Florida Single (Florida Statute 21:	
Note: This audit is not related to the project specific audit Definition of the project specific audit Status ^{1 2} : Vendor (CFDA # Not Required) Recipient (CFDA #) Sub-Recipient (CFDA #)					
Recipient. The Federal Sub-Recipient and Vendor Determination Checklist is enclosed for reference. ² CFDA Number: If CSX is subject to the Federal Single Audit, please provide the Catalog of Federal Domestic Assistance (CFDA) number. ³ CSFA Number: If CSX is subject to the Florida Single Audit, please provide the Catalog of State Financial Assistance (CSFA) number. [*] Please Note: Per 2 CFR 200.425(a), CSXT can recover Federal Audit costs directly through this project. For Audit related questions, contact GBCompliance@csx.com.					
5) Agency Bill To Information		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			
*Name:		Federal Award #:			
*Legal Address (1):		Date of Award:			
*Phone: *Email By signing this form you are authorizing CSXT to incur cost against this project.				ur cost against this project.	
Signature of Applicant Please sign, print (optional) , and e-mail this form to the authorized CSX representative					
Signature of Applicant:					

Page 1 of 1

FEDERAL SUBRECIPIENT AND VENDOR DETERMINATION CHECKLIST Reference 29CFR99.210 and OMB Circular A-133.210

Subrecipient and Vendor Determinations

(a) General: An auditee may be a recipient, a subrecipient, and a vendor. Federal awards expended as a recipient or a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance in paragraphs (b) and (c) of this section should be considered in determining whether payments rendered to CSX constitute a Federal award or a payment for goods and services.

SUBRECIPIENT

(b) Federal Award: Characteristics indicative of a Federal award received by a subrecipient are when the organization:

- 1. Determines who is eligible to receive what Federal financial assistance
- 2. Has its performance measured against whether the objectives of the Federal program are met
- 3. Has responsibility for programmatic decision-making
- 4. Has responsibility for adherence to applicable Federal program compliance requirements
- Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity

VENDOR

(c) Payment for goods and services:

- 1. Provides the goods and services within normal business operation
- 2. Provides similar goods or services to many different purchasers
- 3. Operates in a competitive environment
- 4. Provides goods or services that are ancillary to the operation of the Federal program
- 5. Is not subject to compliance requirements of the Federal program

(d) Use of judgment in making determination: There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

Source: http://www.whitehouse.gov/sites/definal/files/omb/circulars/u133/a133.pdf (§ _____210 Subrecipient and vendor determinations)

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CSX TRANSPORTAT	ON, INC	Form PI-001 07-09-03			
Application for Public Improvements Right-of-Entry					
Project Owner Inform	ation: Check here if agreement should be mai	led to this address			
1. Complete Legal Nar 2. Company Contact N 3. Telephone: (4. Address: 5. City: 6. Type of Business:	ne of Applicant:Title: ame:Fax: () Fax: () State:Zip Code: Corporation (State of Incorporation:) □ Indivi Partnership (Type & State) □ Mun	idual 🛛 Developer			
	Information:Check here if agreement should	be mailed to this address			
7. Company Name:	ama: Titla:				
9 Telephone: (ame:Title:)Fax: ()				
)Fax. ()				
11 City:	State:Zip Code:				
12 Description of Loca	Date of Application Applicants Refe ition:County: feet(direction) from Road Xing				
14. Est. Distance	feet(direction) from Road Xing	DOT#			
15. Project Description 16. Latitude: 17. How close will proj	Longtitudeft cst be to nearest track?ft CSXT R/W include: □ Soil Boring □ Excavation	(WGS84)			
19. How did applicant	<pre>/erify that property and/or track is owned by CSXT?</pre>				
20. Expected beginnin	g date of occupancy Completio	on Date:			
21. Requested contract	t expiration date:				
22. Signature of Applic	ant:Date				

For Railroad Use Only:	Agreement Number:		
Region:	Division	Subdivision	
Milepost:	Val Section	Val Map #	
File review date:	Fees Attached	IYN	
Comments:		0 263 1 0	
Distribution:			
Approved: Yes No	By:	Date	

CSXT Schedule PA (Scheduled Payments – ROE Agreement) PAYMENT SUBMISSION FORM						
	<u>RE:</u>					
	Project Name:					
MP:, DOT#: City: State: CSX OP No.:						
1.) A copy of this F	 Payment is hereby provided in accordance with the terms of Section 7 & 8 of the Agreement dated, 20, between Agency and CSXT. 1.) A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address: CSX Transportation, Inc. 					
P. O. Box 530192 Atlanta. GA 30353-0192 2.) Email a copy of check and this form to: <u>cshowman@benesch.com</u>						
	Payme	ent Due Date(s) and Pa To Section 7 & 1	yment Amount(s) mus 8 of the Agreement	t conform		
	(All inforn	nation below to be com	pleted by Agency pro	viding Payment)		
Check Pa Being End		Payment Due Date	Payment Amount	Check No.		
_			_			
Date:				j		
				3		
			Title:			
			Phone:			
			Email:			