

Buffalo Grove Park District WORKSHOP AGENDA July 10, 2023 Alcott Center, 530 Bernard Drive, Buffalo Grove Room 24 6 pm

As a courtesy to all in attendance at this meeting, please turn off your cell phones or put them on vibrate. Thank you.

- I. Call to Order A. Roll Call
- II. Pledge of Allegiance
- III. Introduction of Guests
- IV. Approval of Workshop Agenda
- V. Topics from the Floor
- VI. Correspondence
- VII. Staff Recognition Resolution Presentation (SC)
 - A. Resolution 23-7-1 Recognizing Tom Hoffman on 25 Years of Service
 - B. Resolution 23-7-2 Recognizing Kyle Moody on 10 Years of Service
- VIII. Policy and Legislation (LR)
 - A. Village and Park District Route 83 Overpass Intergovernmental Agreement
 - B. Alcohol, Drugs and Narcotics Ordinance Update
 - C. Fire Ordinance Update
 - D. PDRMA Annual Report
 - E. FY 2023/24 Parks Department Quarters AB Goals and Objectives
- IX. Parks (LR)
 - A. Willow Stream South Parking Lot Bid

- X. Recreation (HW)
 - A. Clubhouse Field Trip Bus Bid
 - B. Recreation Program Enrollment Statistics
- XI. Executive Director's Report
 - A. Administrative Staff Meeting Report
- XII. President and Commissioners Reports
- XIII. Old Business
 - A. Legislator Funds Promised From Springfield
 - B. Board Candidate Packet and Application/Vacancy
 - C. Happy Tails Dog Park Lines of Jurisdiction
- XIV. New Business
- XV. Executive Session for the Purpose of:
 - A. Imminent Litigation
 - B. Personnel
 - C. Land Acquisition
- XVI. Action taken from Executive Session
- XVII. Adjournment

"Enriching life and community through premier parks, programs and facilities."



FOR IMMEDIATE RELEASE

6/21/2023

For more information contact: Michele Mark Levine, Director/TSC

Phone: (312) 977-9700 Fax: (312) 977-4806 Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Buffalo Grove Park District** for its annual comprehensive financial report for the fiscal year ended April 30, 2022. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Buffalo Grove Park District Illinois

For its Annual Comprehensive Financial Report For the Fiscal Year Ended

April 30, 2022

Christopher P. Morrill

Executive Director/CEO



yherald.com

Neighbor&Classi

Mark your calent



Buffalo Grove will hold a Flag Day Celebration at 4:45 p.m. June 14 at Veterans Park.

Beth Wanland

From:

lisa@chatterboxlonggrove.com

Sent:

Friday, June 23, 2023 11:45 AM

To:

Beth Wanland

Subject:

Chatterbox

Caution: This is an EXTERNAL email and may be malicious. Please be CAUTIOUS when clicking links or opening any attachments.

Hi Beth
So great meeting you yesterday.
What an outstanding group of people
So super kind and funny

Love to be your catering source if you need anything Please call

Have a wonderful weekend

Lisa Piper 847-421-3700



RESOLUTION 23-7-1 COMMENDING TOM HOFFMAN ON 25 YEARS OF SERVICE TO THE BUFFALO GROVE PARK DISTRICT

WHEREAS, Tom Hoffman has been employed with the Buffalo Grove Park District since May 26, 1998 as a Crew Chief and later named Parks Supervisor in 2022; and

WHEREAS, Tom has completed twenty-five years of service as of May 26, 2023 to the Park District and its residents; and

WHEREAS, the Buffalo Grove Park District Board of Park Commissioners appreciates Tom's dedicated service, which has allowed the District to grow during his career with us; and

WHEREAS, Tom works in the turf management and beautification of over 200 acres of parks. Tom accomplishes his duties with the assistance of both full-time and part-time seasonal staff members. He has been instrumental in the care and maintenance of our key facilities including the Alcott Center, Mike Rylko Community Park, Willow Stream Pool and Park, the Community Arts Center, the Raupp Museum, and Happy Tails Dog Park; and

WHEREAS, Tom has been a key staff member in providing training to summer staff on the proper use of equipment and safety procedures. PDRMA has commented on numerous occasions how well summer staff are trained when they come out and complete site observations; and

WHEREAS, the success of the Park District is dependent upon employees like Tom, who take pride in their individual and departmental accomplishments.

NOW, THEREFORE, LET IT BE RESOLVED by the President and Board of Park Commissioners of the Buffalo Grove Park District, Cook and Lake Counties, Illinois:

- 1. That Tom Hoffman is commended on behalf of the citizens of Buffalo Grove for his distinguished service to the Park District.
- 2. That this resolution be presented to Tom with best wishes in his career.

DATED AT BUFFALO GROVE PARK DISTRICT THIS 10th DAY OF JULY, 2023.

Scott Jacobson, President Buffalo Grove Park District Park Board of Commissioners



RESOLUTION 23-7-2 COMMENDING KYLE MOODY ON 10 YEARS OF SERVICE TO THE BUFFALO GROVE PARK DISTRICT

WHEREAS, Kyle Moody has been employed full-time with the Buffalo Grove Park District since May 20, 2013. Kyle was hired as a Facility Specialist and promoted to a Facilities Technician in 2022; and

WHEREAS, Kyle has completed 10 years of full-time service as of May 20, 2023 to the Buffalo Grove Park District and its residents. Kyle has grown tremendously since starting as a part-time employee in 2010; and

WHEREAS, the Buffalo Grove Board of Commissioners and the residents of Buffalo Grove appreciate his dedicated service, which allowed the District to grow during his career with us; and

WHEREAS, Kyle's dedication and professional knowledge in numerous areas has been helpful to the District in maintaining District and Aquatics facilities. Kyle has excelled in electrical work and has been responsible for running cable and setting up locations of all of the District security cameras. Kyle's personality fits in great with the District as he likes to have fun, but also gets work done in a timely manner; and

WHEREAS, Kyle has been an major contributor to Park District projects including assisting with various LED projects, the renovation of the Golf Dome front lobby, the NWSRA renovation project at the Fitness Center, the Willow Stream Pool and Spray 'N Play aquatics operations, the Emmerich office/lunchroom renovations, the replacement of the District parking lot light poles, and the dance room floor additions at the Community Arts Center; and

WHEREAS, Kyle's knowledge and skills have saved the Park District considerable amounts of time, money and resources in repairs and operational expenses; and

WHEREAS, the success of the Park District is dependent upon employees like Kyle who have taken pride in the Buffalo Grove Park District and its accomplishments.

NOW, THEREFORE, LET IT BE RESOLVED by the President and Board of Park Commissioners of the Buffalo Grove Park District, Cook and Lake Counties, Illinois as follows:

- 1. That Kyle is commended on behalf of the citizens of Buffalo Grove for his distinguished service to the Buffalo Grove Park District.
- 2. That this Resolution is presented to Kyle with best wishes in his career.

DATED, AT BUFFALO GROVE, ILLINOIS THIS 10th DAY OF JULY 2023.

Scott Jacobson, President Buffalo Grove Park District Board of Commissioners





Memorandum

MEMO TO: PARK BOARD OF COMMISSIONERS

ERIKA STROJINC, EXECUTIVE DIRECTOR

FROM: TIM HOWE, DIRECTOR OF PARKS AND PLANNING

SUBJECT: IGA WITH THE VILLAGE OF BUFFALO GROVE ON THE ROUTE 83

OVERPASS BRIDGE

DATE: JUNE 28, 2023

Action Requested:

Approval of the Intergovernmental Agreement with the Village of Buffalo Grove in the amount of \$75,000 for the Park District's portion of the cost to paint the bridge over Route 83.

History:

Attached is the IGA with the Village of Buffalo Grove. Last winter, the Village of Buffalo Grove went out to bid for the painting of the bridge over Route 83. Era Valdivia, out of Chicago, IL, was the lowest bidder at \$167,000. We are responsible for a 50/50 split on the cost of maintenance on the bridge per our agreement with the Village dated January 25, 1999. Our portion would have been \$83,500. However, in having conversations with the Village, they were aware we only budgeted \$50,000 and were willing to work with us. They asked us for an additional \$25,000 and the remaining \$8,500 will be handled by the Village. The additional \$25,000 will be absorbed through Capital.

Enclosed:

Intergovernmental Agreement – Pages 1-4 (Complete Village Document)

INTERGOVERNMENTAL AGREEMENT FOR PAINTING AND MAINTENANCE OF THE ROUTE 83 OVERPASS WITH THE BUFFALO GROVE PARK DISTRICT

This Service Agreement (the "Agreement") is made and entered into by and between the Buffalo Grove Park District ("Park District"), a body politic and corporate of the State of Illinois, and the Village of Buffalo Grove ("Village"), a body politic and corporate of the State of Illinois. Park District and Buffalo Grove are sometimes collectively referred to as the "Parties."

RECITALS

WHEREAS, the Route 83 (McHenry Road) pedestrian overpass, traverses over Route 83 (McHenry Road) approximately 900 feet northwest of the intersection of Route 83 (McHenry Road) and Buffalo Grove Road; and

WHEREAS, the objective of this improvement will be to remove the protective painted coating over the steel bridge structure and replace it with modern materials which will provide corrosion and environmental protections to the structure; and

WHEREAS, the Parties, by this instrument, desire to memorialize their respective for the cost obligations and responsibilities of the project.

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement shall not become effective unless authorized and executed by the Park District President and the Buffalo Grove Village President. This Agreement is a legal, valid and binding agreement, enforceable against the Parties. This Agreement shall continue until it is terminated by Agreement of the parties.

SECTION 3. RESPONSIBILITIES

- 3.1 Throughout the project the Buffalo Grove Park District and the Village of Buffalo Grove shall have the following obligations:
 - a. The Village of Buffalo Grove will lead the procurement process. A scope of services will be defined with associated costs being demonstrated through contract line items, serving as a basis for budget numbers for each Party. These documents are attached as Attachments A.
 - b. The Village of Buffalo Grove will award the Era Valdivia contract following a bid effort followed by successful negotiations to lower the overall costs.

- c. The Village of Buffalo Grove will pay Era Valdivia Contractors Inc. according to the terms and conditions of their contract. The Village of Buffalo Grove will then invoice the Buffalo Grove Park District for their share. The Park District will make payment to Buffalo Grove within ninety (90) days of receipt of the invoice.
- d. The final costs for the overall project will be determined by the billed and agreed to contract line-item quantities.
- e. The final split of the costs between the two parties will include the total payment of \$75,000.00 from the Park District and the remaining balance of the contract price to be paid by the Village of Buffalo Grove.
- f. The Village of Buffalo Grove will provide their agreed upon in house services to Era Valdivia for traffic control and fence removal. The Village's ability to perform these services were factored into the lowering of the Era Valdivia's cost for the services required. These services will not be included in item 3.1.d.

SECTION 5. GENERAL PROVISIONS

- 5.1 <u>Governing Law and Venue</u>. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- Default. A Party shall be in default hereunder in the event of a material breach by such Party (the "Defaulting Party") of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Defaulting Party has failed to cure such breach within thirty (30) days after written notice of breach is given by another Party (the "Non-Defaulting Party"), setting forth the nature of such breach. Failure of a Non-Defaulting Party to give written notice of breach to the Defaulting Party shall not be deemed to be a waiver of the right of such Non-Defaulting Party to assert such breach at a later time. Upon default the Non-Defaulting Party shall be entitled to exercise all available remedies at law and in equity. The Non-Defaulting Party shall be entitled to reasonable attorneys' fees and costs relating to litigation initiated by the Non-Defaulting Party. In the event of a default by either of the Parties, the County shall be notified in writing by the Non-Defaulting Party. If the County assumes the maintenance obligation of the Defaulting Party for any period of time and incurs expenses in so doing, the County may charge the Defaulting Party for any such reasonable expense.
- 5.3 <u>Modification</u>. This Agreement may not be altered, modified or amended except by a written instrument signed by all Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 5.4 <u>Force Majeure</u>. Neither the County, nor Buffalo Grove, nor Park District, shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.

1	Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first-class mail.
]] ;	TO PARK DISTRICT: Park District President Buffalo Grove Park District 530 Bernard Drive Buffalo Grove, IL 60089
2	TO BUFFALO GROVE: Village Manager Village of Buffalo Grove 50 Raupp Blvd. Buffalo Grove, IL 60089
] 1	Entire Agreement. This Agreement constitutes the entire agreement between the Village and Park District, and merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitment and writing with respect to such subject matter hereof.
	CNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective on the dates as shown.
BUFFAI	LO GROVE PARK DISTRICT:
	cobson strict President Grove Park District
This	_day of A.D. 2023.
ATTEST	Γ:Clerk
	(SEAL)
VILLAC	GE OF BUFFALO GROVE:

Eric N. Smith Village President

Village of Buffalo G	rove
This day of	A.D. 2023.
ATTEST:	Village Clerk
(S	SEAL)

Attachment A

Era Valdivia Contract Documents



Local Public Agency Formal Contract Proposal

COVER SHEET

Proposal Submitted By:		
Contractor's Name Era Valdivia Contractors Inc.		
Contractor's Address 11909 South Avenue O	Chicago	State Zip Code IL 60617
1 1909 South Avenue O	Chicago	IL 60617
STATE OF ILLINOIS		
Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake	23-00000-05-GM
Route(s) (Street/Road Name)		Type of Funds
Pedestrian Bridge over IL-83		Local
Proposal Only Proposal and Plans Proposal only, plans	are separate	
For a County and Road District Project		Municipal Project
Submitted/Approved	Submitte	ed/Approved/Passed
Highway Commissioner Signature Date	Signature	Date
Culturalities d (Americana)	Official Title	
Submitted/Approved	Deputy Director of F	Public Works
County Engineer/Superintendent of Highways Date		
	Departm	ent of Transportation
	Released for	bid based on limited review
	Regional Engineer Signa	ature Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Lake	23-00000-05-GM	Pedestrian Bridge over IL-83

NOTICE TO BIDDERS

	Name of O	ffice		
	_{until} 10:00 AM	on 03/09/23		
Address	Time	Date		
Sealed proposals will be opened and read publicly at the office of	Microsoft Teams Meeting: https://bit.ly/3k4rCXN			
_	Name of Office	-		
	_{at} 10:00 AM	on 03/09/23		
Address	Time	Date		

DESCRIPTION OF WORK

Location	Project Length
Pedestrian Bridge over IL-83, 915 feet west of Buffalo Grove Road	N/A

Proposed Improvement

This project includes, but is not limited to, cleaning and painting the structural steel beams, or portions thereof, of the bridge carrying the pedestrian path over IL Route 83 and any other work necessary to complete the project as described. All work shall be performed in accordance with the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, edition in effect at the time of the bid.

1. Plans and proposal forms will be available in the office of

www.vbg.org/bids

Office of the Purchasing Manager - (847) 459-2500

2. Requalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

- 3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
- 4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
- 5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- 6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- 7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- 8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filled prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
- 9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Lo	cal Public Agency	County	Section Number	Route(s) (Street/Road Name)
Vi	llage of Buffalo Grove	Lake	23-00000-05-GM	Pedestrian Bridge over IL-83
			PROPOSAL	
1.	Proposal of			
	•		Contractor's Name	
			Contractor's Address	
2.	The plans for the proposed work	are those prepared b	y Village of Buffalo Grove	
	and approved by the Department	t of Transportation on	N/A	
3.		lge Construction" and		on and designated as "Standard nd Recurring Special Provisions" thereto,
4.	The undersigned agrees to acce Recurring Special Provisions" or		tract, the applicable Special Provision sal.	s indicated on the "Check Sheet for
5.	The undersigned agrees to com	plete the work within	working days or by 1	0/17/23 unless additional time
	is granted in accordance with the	e specifications.		
6.		d is not required, the cute a contract and c	proposal guaranty check will be held	eposit a contract bond for the full amount or in lieu thereof. If this proposal is accepted agreed that the Bid Bond of check shall be
7.	the unit price multiplied by the q	uantity, the unit price	ice. If no total price is shown or if ther shall govern. If a unit price is omitted be declared unacceptable if neither a u	
8.	The undersigned submits herew	ith the schedule of pr	rices on BLR 12201 covering the work	to be performed under this contract.
9.				ne combinations on BLR 12201, the work d specified in the Schedule for Multiple Bids
10.	A proposal guaranty in the prop	er amount, as specifi	ed in BLRS Special Provision for Bidd	ling Requirements and Conditions for
	Contract Proposals, will be requ	ired. Bid Bonds Will	be allowed as a proposal gua	aranty. Accompanying this proposal is either
	a bid bond, if allowed, on Depart	tment form BLR 1223	30 or a proposal guaranty check, comp	olying with the specifications, made payable
	to:		Treasurer of Buffalo Grove	·
	The amount of the check is	Bid Bond (5% of To	otal Bid)	().
	In the event that one proposal		ier's Check or Certified Check Here	
		which would be requ	ired for each individual bid proposal. I	
	The proposal guaranty check w	ill be found in the bid	proposal for: Section Number	·

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Lake	23-00000-05-GM	Pedestrian Bridge over IL-83

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- 1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- 2. **Bid-Rigging or Bid Rotating**. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- 3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- 4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)			
Village of Buffalo Grove	Lake	23-00000-05-GM	Pedestrian Bridge over IL-83			
	SI	GNATURES				
(If an individual)		Signature of Bidder	Date			
		Business Address				
	SIGNATURES SIGNATURES Signature of Bidder Business Address City Signature Firm Name Signature Date Title Business Address City State Zip Code Title City State City State					
		59				
(If a partnership)	Signature Date Title Business Address City State Zip Code					
Village of Buffalo Grove Lake 23-00000-05-GM Pedestrian Bridge over IL-83 SIGNATURES Signature of Bidder Date Business Address City State Zip Code Firm Name Firm Name City Signature Date Date Insert the Names and Addresses of all Partners City State Zip Code Title Business Address City State Date Title Date Title Date Date						
	SIGNATURES SIGNATURES Signature of Bidder Date Business Address City State Zip Code Title Business Address City State Zip Code Title City State Zip Code Title Date Date Date Date Date Title Signature Date Date Date					
		Title				
		Duning and Address a				
		Business Address				
		City	State Zip Code			
Insert the Names and Addresses of	of all Partners					
(If a corporation)		Corporate Name				
		Signature	Date			
		Title				
		Business Address				
		City	State Zip Code			
ı	Insert Names of Officers	President				
,						

	Secretary
Attest:	
	Treasurer
Secretary	



11909 South Avenue O Chicago, 1L 60617

TEL: (773) 721-9350 FAX: (773) 721-8027

PROPOSAL

April 21, 2023

Proposal No.: 230421-01BG

Project: Village of Buffalo Grove Rt 83 -Pedestrian/Bike Bridge Painting

Proposal Submitted to:

Village of Buffalo Grove 51 Raupp Blvd Buffalo Grove, IL 60089

Attn: Mr. Ted Sianis, P.E.

Via email: tsianis@vbg.org

Dear Mr. Sianis,

Era Valdivia Contractors Inc. (EVC) proposes to furnish all supervision, labor, material, equipment, and insurance to complete the following work:

Scope of work:

- A) EVC will power-tool clean rusted/failed areas and apply IDOT overcoat painting system according to the requirements of System 2 PS/EM/U. The color of the final finish coat shall color matched to the existing bridge color or as the approved IDOT Reddish Brown Color for IDOT Certified Batches.
- B) Waste generation based on Non-Haz/Non-Special.
- C) Traffic control IDOT local Road stds By OTHERS
- D) Removal/Reinstallation of wood bridge railing By OTHERS
- E) Fencing removal if needed By OTHERS

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications provided for the above scope of work and substantially completed in a professional manner for the lump sum price as PO issued per work order: One Hundred Sixty-Seven Thousand Dollars (\$167,000.00).

Item Schedule - For purposes of accounting:

1.	Mobilization	1	\$ 5,000.00
2.	Clean/Paint Bridge	1	\$160,000.00
3.	Waste Disposal – Non Haz.	1	\$ 2,000.00
4.	Fence Removal	N/A	
5.	Railing Removal/Reinstall	N/A	
6.	Traffic Control	N/A	

Exclusions/Clarifications:

- A) Permits, fees, sales tax, any special insurance.
- B) Generated debris priced as non-haz.
- C) SW -- Primer 920 /Intermediate Epoxy Mastic Aluminum and 218 HS Urethane as Finish (color) -- attached.
- D) Std manufacturers' warranty will apply.
- E) No heating or housing of any kind.
- F) No environmental monitoring or other haz material remediation and/or removal will apply to this proposal Based as Non-Hazardous
- G) No Removal/Replacement of any existing structure object or facility
- [1] Temporary facilities/Restoration by others
- Traffic on Pedestrian/Bike Bridge will need to be closed for the duration of project.

We appreciate your business and value Village of Buffalo Grove as a customer. If you have any questions, please call me at 773-447-6658

Sincerely,

Era Valdivia Contractors, Inc.

Greg Bairaktaris

Senior Project Manager/Estimator



Schedule of Prices

Contractor's Name Era Valdivia Contractors Inc.					
Contractor's Address	City			State	Zip Code
11909 South Avenue O	Chicago			IL	60617
Local Public Agency	(County	Sect	ion Nur	mber
Village of Buffalo Grove		₋ake	23-0	00000	-05-GM
Route(s) (Street/Road Name)					
Pedestrian Bridge over IL-83					

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

	Scr (For complete information cov	ering these		ns and specifications.))
Item Number	Items	Unit	Quantity	Unit Price	Total
	Base Bid				
67100100	Mobilization	LSUM	1	\$5,000	\$5,000
Z0007122	Removing & Re-Erecting	FOOT	1,014		
	Existing Railing				
X2200020	Fence Removal & Reinstallation	FOOT	330		
Z0010501	Cleaning & Painting Steel Bridg	LSUM	1	\$160,000	\$160,000
X5060601	Containment & Disposal of Non	LSUM	1	\$2,000	\$2,000
	-Lead Paint Cleaning Residues				
X7010216	Traffic Control & Protection	LSUM	1		
	(Special)				
Z0030850	Temporary Information Signing	SQFT	52		
			BIDDER'S E	BASE BID TOTAL:	\$167,000
	Alternate Bid				
67100100	Mobilization	LSUM	1		
Z0007122	Removing & Re-Erecting	FOOT	1,014		
	Existing Railing				
X2200020	Fence Removal & Reinstallation	FOOT	330		
Z0010501	Cleaning & Painting Steel Bridg	LSUM	1		
X5060601	Containment & Disposal of Non	LSUM	1		
	-Lead Paint Cleaning Residues				
X7010216	Traffic Control & Protection	LSUM	1		
	(Cnasial)				
	(Special)				

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Lake	23-00000-05-GM	Pedestrian Bridge over II

- 1. Each pay item should have a unit price and a total price.
- 2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- 3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Local Public Agency Proposal Bid Bond



Local Public Agency			County	1	Section Number
Village of Buffalo Grove			Lake		23-00000-05-GM
WE,					as PRINCIPAL, and
				as SUF	ETY, are held jointly,
severally and firmly bound unto the above Local price, or for the amount specified in the proposal bind ourselves, our heirs, executors, administrate instrument. WHEREAS THE CONDITION OF THE proposal to the LPA acting through its awarding. THEREFORE if the proposal is accepte and the PRINCIPAL shall within fifteen (15) days performance of the work, and furnish evidence o and Bridge Construction" and applicable Suppler full force and effect.	documents in effors, successors, a FOREGOING OF authority for the c d and a contract after award ente f the required insi	ect on the and assign BLIGATION onstruction awarded to r into a for urance cov	date of invita s, jointly pay N IS SUCH the n of the work to the PRINCI mal contract. rerage, all as	ation for bids, whicher to the LPA this sum nat, the said PRINCIF designated as the ak IPAL by the LPA for t , furnish surety guara a provided in the "Star	ver is the lesser sum. We under the conditions of this PAL is submitting a written cove section. The above designated section inteeing the faithful indard Specifications for Road
IN THE EVENT the LPA determines the	PRINCIPAL has	failed to e	nter into a fo	ormal contract in com	oliance with any
requirements set forth in the preceding paragrap recover the full penal sum set out above, togethe IN TESTIMONY WHEREOF, the s	h, then the LPA a er with all court co	ecting throu ests, all atto	igh its award orney fees, a	ing authority shall im	mediately be entitled to e of recovery.
respective officers this of	Month and Year				
		Principal			
Company Name		_	Company N	ame	
Signature	Date	\neg	Signature		Date
Ву:		Ву:			
Title			Title		
(If Principal is a joint venture of two or more cont affixed.)	-	⊐ eany name: Surety	s, and autho	rized signatures of ea	ach contractor must be
Name of Surety		\neg	Signature of	f Attorney-in-Fact	Date
		Ву:			
STATE OF IL					
COUNTY OF					
I		, a Notary	Public in an	d for said county <mark>d</mark> o h	nereby certify that
(Insert name) who are each personally known to me to be the s PRINCIPAL and SURETY, appeared before me instruments as their free and voluntary act for the	this day in persor	ose names and ackn	s are subscri owledged re	bed to the foregoing	
Given under my hand and notarial seal this	da	y of			
	Day		Month and Ye		
			ſ	Notary Public Signati	ıre
(SEAL)					
			Ĺ	Date commission ex	pires

Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake	23-00000-05-GM
ELECTRON	NIC BID BOND	
☐ Electronic bid bond is allowed (box must be checked by LP.	A if electronic bid bond is allo	wed)
The Principal may submit an electronic bid bond, in lieu of completin electronic bid bond ID code and signing below, the Principal is ensure Principal and Surety are firmly bound unto the LPA under the condition two or more contractors, an electronic bid bond ID code, company venture.)	ring the identified electronic bid lions of the bid bond as shown a	bond has been executed and the bove. (If PRINCIPAL is a joint venture
Electronic Bid Bond ID Code	Company/Bidder Name)
	Signature	Date
	Title	

Apprenticeship and Training Program Certification



Local Public Agency	County	s	treet Name/Road Name	Section Number
Village of Buffalo Grove	Lake		ed Bridge over IL-83	23-00000-05-GM
All contractors are required to complete For this contract proposal or for all bidd For the following deliver and install bidd	ing groups in this delive	tion r and insta	all proposal.	
Illinois Department of Transportation policy to be awarded to the lowest responsive and to all other responsibility factors, this contra participation in apprenticeship or training pr Bureau of Apprenticeship and Training, and are required to complete the following certification.	d responsible bidder. The let or deliver and install programs that are (1) apped (2) applicable to the we	ne award o proposal r roved by a	lecision is subject to approval equires all bidders and all bidd and registered with the United	by the Department. In addition der's subcontractors to disclose States Department of Labor's
1. Except as provided in paragraph 4 below group program, in an approved apprentices its own employees.				
2. The undersigned bidder further certifies, time of such bid, participating in an approve performance of work pursuant to this contra work of the subcontract.	ed, applicable apprentice	eship or tra	aining program; or (B) will, pri	or to commencement of
3. The undersigned bidder, by inclusion in Certificate of Registration for all of the types employees. Types of work or craft that will I any type of work or craft job category for whether the control of the control	s of work or crafts in whi be subcontracted shall b	ich the bid se include	der is a participant and that w d and listed as subcontract wo	ill be performed with the bidder's ork. The list shall also indicate
4. Except for any work identified above, if a install proposal solely by individual owners, would be required, check the following box,	partners or members a	nd not by	employees to whom the paym	ent of prevailing rates of wages
The requirements of this certification and diprovision to be included in all approved subtract type of work or craft job category that afterward may require the production of a clabor evidencing such participation by the shall not be necessary that any applicable pemployment during the performance of the	contracts. The bidder is will be utilized on the property of each applicable (contractor and any or all program sponsor be cur	s responsi oject is ac Certificate I of its sub rently taki	ble for making a complete rep counted for and listed. The D of Registration issued by the contractors. In order to fulfill ng or that it will take application	ort and shall make certain that repartment at any time before or United States Department of the participation requirement, it
Bidder		[Signature	Date
Title				
Address		City		State Zip Code



Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name Section			ction Number
Village of Buffalo Grove	Lake	Ped	Ped Bridge over IL-83		3-00000-05-GM
	o.f				
Name of Affiant	of	Oit.	of Affiant		State of Affiant
hame of Alliant being first duly sworn upon oath, state as follows	:	City	of Alliant		State of Alliant
1. That I am the	o f				
Officer or Position	of		Bidder		
2. That I have personal knowledge of the facts he	erein stated.		Biddel		
3. That, if selected under the proposal described	above,	Bidd	ler	, will mainta	nin a business office in the
State of Illinois, which will be located in		County, Illine			
State of fillinois, which will be located in	County	County, mink	Jis.		
 That this business office will serve as the primath this proposal. 	_	ployment for an	y persons employed ii	n the constr	uction contemplated by
5. That this Affidavit is given as a requirement of	state law as pr	ovided in Sectio	n 30-22(8) of the Illino	is Procuren	nent Code.
		Sig	ınature		Date
		Pri	nt Name of Affiant		
Notary Public					
State of IL					
County					
Signed (or subscribed or attested) before me on		by			
	(date)				
				, au	thorized agent(s) of
(nan	ne/s of person/s)				
Bidder					
			Signature of No	tary Public	
				•	
			N. 4		
(SEAL)			My commission	expires	

Affidavit of Availability

For the Letting of

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, IL 62764 Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
				Total	Value of All Work	

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

company. If no work is contracted	, 511000 110112.			
Earthwork				
Portland Cement Concrete Paving				
HMA Plant Mix				
HMA Paving				
Clean & Seal Cracks/Joints				
Aggregate Bases, Surfaces				
Highway, R.R., Waterway Struc.				
Drainage				
Electrical				
Cover and Seal Coats				
Concrete Construction				
Landscaping				
Fencing				
Guardrail				
Painting				
Signing				
Cold Milling, Planning, Rotomilling				
Demolition				
Pavement Markings (Paint)				
Other Construction (List)				
Totals				

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					
Notary		1		1	1

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director	
Title	
Signature	Date
Company	· · · · · · · · · · · · · · · · · · ·
Address	
City	State Zip Code

Subscribed and sworn to before me
this day of ,
(Signature of Notary Public)
My commission expires
(Notary Seal)

Add pages for additional contracts

Affidavit of Availability

For the Letting of

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Earthwork				
Portland Cement Concrete Paving				
HMA Plant Mix				
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Clean & Seal Cracks/Joints				
Aggregate Bases, Surfaces				
Highway, R.R., Waterway Struc.				
Drainage				
Electrical				
Cover and Seal Coats				
Concrete Construction				
Landscaping				
Fencing				
Guardrail				
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Signing				
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Other Construction (List)				
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	2	3	4	Awards Pending	1
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					
lotary					
, being duly sworn, do hereby de	clare this affidavit	is a true and correct o	tatement relating to	n ΔIII uncompleted contracts	of the

rejected and ALL estimated completion dates.

Title	
Signature	Date
Company	
Address	
City	State Zip Code

Subscribed and sworn to before me
this day of ,
(Signature of Notary Public)
My commission expires
Total Commission Copies
(Notary Seal)

Add pages for additional contracts

Officer or Director

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Type of Work					
Subcontract Price					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					
Notary			<u> </u>		_L

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Officer or Director	
Title	
Signature	<u>Date</u>
Company	
Address	
City	State Zip Code

Subscribed and sworn to before me
this day of ,
(Signature of Notary Public)
My commission expires
(Notary Seal)

Add pages for additional contracts

Affidavit of Availability

For the Letting of

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, IL 62764 Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Fotal Uncompleted					
Notary					
, being duly sworn, do hereby undersigned for Federal, State ejected and ALL estimated col	, County, City and p				
Officer or Director			المادة والمساورة		
				and sworn to before	
Title			tnis	day of	1

Title	
Signature	Date
Company	
Address	
City	State Zip Code

Subscribed and sworn to before me
this,,,
(Signature of Notary Public)
My commission expires
(Notary Seal)

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Notary		1	ı		

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Date
Date
Date
Date
Zip Code
-

Subscribed and sworn to before me				
this, day of,				
(Signature of Notary Public)				
My commission expires				
(Notary Seal)				

EXHIBIT A - PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the "Contract Statement") has been executed by the below supplier, Contractor or vendor (collectively the "Contractor") in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The Contractor certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Complied Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The Contractor does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting such tax in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his/her Assistant, or the heads of the various departments within the Village.

IN WITNESS WHEREOF, the below Cont	tractor has signed and sealed this Contract Statement as of this	day of
, 20		
	Print Name of Contractor	_
	Signature	
	Print Title	
Given under my hand and official seal, this _	day of . 20 .	

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec. Page No.

No Supplemental Specifications this year.

Check Sheet for Recurring Special Provisions

Charles the last few few lettings are union to 04/04/0000		
Village of Buffalo Grove	Lake	23-00000-05-GM
Local Public Agency	County	Section Number

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

Recurring Special Provisions

Che	ck Sheet #	Neculting Special Provisions	<u>Page No.</u>
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3		EEO	57
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31		Concrete Mix Design - Department Provided	144
32		Station Numbers in Pavements or Overlays	145

Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake	23-00000-05-GM

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

Local Roads And Streets Recurring Special Provisions

<u>Checl</u>	k Sheet #	<u>#</u>	<u>Page No.</u>
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Special Provisions

Local Public Agency	County	Section Number			
Village of Buffalo Grove	Lake	23-00000-05-GM			
The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted					
January 1, 2022 , the latest edition of the "Manual on Uniform Traffic Control Devices for					
Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.					
Modifications in the form of General Conditions, Special Provisions, and IDOT District One Special					
Provisions enclosed.					

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Village of Buffalo Grove 2023 IL-83 Pedestrian Bridge Painting VoBG-2023-04A

Special Provisions

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General Conditions

1. Scope of Work

The provisions of Article 104.02 of the Standard Specifications are hereby amended as follows: "The Village of Buffalo Grove (Village) expressly reserves the right to remove from or add to the project any portions thereof included in the 2023 IL-83 Pedestrian Bridge Painting Project. Such reductions or additions, if any, shall be made in writing by the Village prior to execution of the Contract Documents. Any reduction in the scope of work required by the Village prior to the execution of the Contract Documents shall not result in an adjustment to the contract or to the price originally bid."

2. Description of Work:

The proposed project consists of cleaning and painting the three section prefabricated bow-truss pedestrian bridge, or portions thereof, over IL Route 83 and any other work necessary to complete the project as described. The Village is requesting pricing for two different cleaning & painting scenarios as described below. Either the base bid or alternate bid will be awarded based on project budget, not both.

Base Bid:

- A. The Contractor clean and paint the exterior surfaces of the structural steel truss system in its entirety between the east and west abutments, as shown in the attached staging exhibit and as-built pedestrian bridge plans.
- B. Cleaning of the existing structural steel shall be as specified in the special provision for "Cleaning and Painting Existing Steel Structures." The areas to be painted shall be cleaned using Near White Blast Cleaning. This surface preparation shall be accomplished according to the requirements of SSPC-SP10. At the Contractor's option, Commercial Grade Power Tool Cleaning. may be substituted, as long as this surface preparation can be accomplished according to the requirements of SSPC-SP15 and there is no additional cost to the Village.
- C. The Contractor shall submit calculations and details demonstrating the structural integrity of the bridge is maintained under the additional imposed loads of the containment system. See Special Provisions.
- C. The cleaned areas shall be painted according to the requirements for System 1 OZ/E/U. The color of the final finish coat shall be Reddish Brown (Munsell No. 2.5YR 3/4).
- D. If a working platform is used, the Contractor shall submit calculations and drawings, signed and sealed by a structural engineer licensed in the State of Illinois, that assure the structural integrity of the bridge under the live and dead loads imposed, including the design wind loading. Costs will be included in the pay item "Containment and Disposal of Non-Lead Paint Cleaning Residues."
- E. Construction as-builts and the latest inspection report for the pedestrian bridge are located within this proposal booklet.

Alternate Bid:

- A. The Contractor shall zone clean and paint the rusted/defect areas/members of the exterior surfaces of the truss structures along the entirety of the pedestrian bridge between the east and west abutments. For estimating purposes, the area of spot cleaning and painting is assumed to be 3,000 square feet.
- B. Cleaning of the existing structural steel shall be as specified in the special provision for "Cleaning and Painting Existing Steel Structures." The areas to be painted shall be cleaned using Commercial Grade Power Tool Cleaning. This surface preparation shall be accomplished according to the requirements of SSPC-SP15. The designated surfaces shall be completely cleaned with power tools. At the Contractor's option, Near-White Metal Blast Cleaning may be substituted for Power Tool Cleaning Commercial Grade, as long as containment systems appropriate for abrasive blast cleaning are utilized and there is no additional cost to the Village.
- C. The Contractor shall submit calculations and details demonstrating the structural integrity of the bridge is maintained under the additional imposed loads of the containment system. See Special Provisions.
- C. The cleaned areas shall be painted according to the requirements for System 2 PS/EM/U. The color of the final finish coat shall color matched to the existing bridge color.

- D. If a working platform is used, the Contractor shall submit calculations and drawings, signed and sealed by a structural engineer licensed in the State of Illinois, that assure the structural integrity of the bridge under the live and dead loads imposed, including the design wind loading. Costs will be included in the pay item "Containment and Disposal of Non-Lead Paint Cleaning Residues."
- E. Construction as-builts and the latest inspection report for the pedestrian bridge are located within this proposal booklet.

3. <u>Definition of Village of Buffalo Grove</u>

All references in the contract relating to the Department, Awarding Authority, Village of Buffalo Grove, Village, etc. shall mean the Village of Buffalo Grove.

4. Examination of Site:

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

5. Clean Construction and Demolition Debris (CCDD) Material Disposal

Work under this item shall be performed in compliance with the Illinois Environmental Protection Agency (IEPA) guidelines in effect at the time of construction.

The Contractor will be required to make all arrangements for coordination and submission of the necessary documents with their chosen CCDD or other suitable disposal facility. Written confirmation of preliminary approval must be provided from the disposal facility and confirmed by the Owner as acceptable.

All surplus, clean material generated from the Contractor's activities must be disposed of at an IEPA permitted CCDD or otherwise acceptable facility. The Contractor is responsible for providing documentation to the Village for each load hauled off-site showing the quantity of material and the location the material was disposed of.

Disposal of clean material not in compliance with these requirements will constitute breach of contract. If the Contractor fails to provide adequate documentation supporting the legal disposal of clean material according to this special provision, the Contractor shall be fined \$1,000 per load of material and will assume all liability associated with material disposed of not in compliance with this special provision.

No extra compensation will be allowed to the Contractor for any expenses incurred complying with these requirements including but not limited to: delays, inconvenience, or interruptions in the work resulting from compliance with these requirements. All costs associated with material disposal shall be included into the appropriate unit bid prices for the work.

6. JULIE Notification

The Contractor shall call the Joint Utility Locating Information for Excavators (JULIE) (1-800-892-0123 or 811), a minimum of forty-eight (48) hours in advance of work being done in the area in accordance with Article 107.39 of the Standard Specifications.

For utilities which are not members, excluding homeowners, the Contractor shall contact the owners directly. The Contractor will be required to cooperate with all utility companies and municipal agencies involved in connection with the removal, temporary relocation, reconstruction or abandonment by these agencies of any and all services.

No additional compensation will be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays, inconvenience or interruptions in his work resulting from the failure of the municipal agencies or utility company to remove, relocate, reconstruct or abandon their services.

7. Village Contractor Registration

Bidders shall be prequalified with the Illinois Department of Transportation in accordance with Article 102.01 of the Standard Specifications and is required by all bidders. Bidders shall be prequalified with IDOT in Category 25 – Painting and Cleaning and be SSPC-QP1 Certified.

All bidders are required to fully register with the Village of Buffalo Grove, including IRS Form W-9, at: https://vrapp.vendorregistry.com/Vendor/Register/Index/buffalo-grove-village-of-il-vendor-registration

0R

www.vbg.org/bids

Select the link 'Register My Business'

Please contact Vendor Registry at (844) 802-9202 for assistance in the registration process.

The Village of Buffalo Grove reserves the right to reject any or all proposals if the bidder does not comply with the requirements as stated herein.

8. Completion Date

The Contractor shall commence the work to be performed under this contract, 10 days following the execution of the contract. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as considered necessary to ensure its completion according to the time specified in the contract. The Contractor shall substantially complete all work in the contract by **Tuesday**, **October 17**, **2023**, including landscape restoration, as defined in Article 108.04 of the Standard Specifications. If the alternate is selected and awarded, all work in the contract shall be substantially completed by **Tuesday**, **October 17**, **2023**.

Following substantial completion, the Contractor shall provide the Engineer written notice in accordance with Article 105.13 of the Standard Specifications. The Contractor will have fourteen (14) calendar days to correct any deficiencies following the scheduled final inspection and punch list submittal by the Engineer.

In case of failure to complete the work on time by the interim completion date, final completion date, working days, and/or the deficient punch list items, the provisions of Article 108.09 of the Standard Specifications shall apply, except regardless of the contract amount, the daily charge shall be \$2,000 per calendar day overrun. Landscape restoration planting times shall follow Article 250.07 of the Standard Specifications.

The estimated Village Board award date for this project is Monday, March 20, 2023.

9. Contract Sequencing

The Contractor shall notify the Engineer at least 72 hours in advance of beginning work and 48 hours prior to construction commencement. Construction operations shall be conducted in a manner such that streets will remain open to all traffic. At no time shall residents or business owners be kept out of their driveway over a weekend or holiday as defined in Article 107.09 of the Standard Specifications.

10. Construction Work Periods

Construction operations shall be completed in accordance with Article 107.09 of the Standard Specifications. All work shall be confined to the period beginning at 7:00 AM and ending at 6:00 PM on weekdays and 8:00 AM to 6:00 PM on Saturdays. No work shall be done on Sundays or legal holiday periods as defined in article 107.09 of the Standard Specifications.

Any work outside the allowed time periods in accordance with the Village Ordinance, including but not limited to, material deliveries, mobilization of equipment, warming up machinery, or truck staging, a penalty of \$1,000 per occurrence may be imposed.

11. Suggested Construction Sequencing

The Contractor shall be prepared to discuss the project sequencing along with the project schedule at the preconstruction meeting and recommend any changes to the plan outlined below. Changes to the suggested sequencing may cause temporary work in order to perform the improvements as proposed. Any additional temporary work other than what is outlined in the current plan/bid documents will not be paid for separately but shall be included in the cost of the item requiring the temporary work.

Stage #1 IL-83 Center Lanes Section

The first stage of the project shall include cleaning and painting of the pedestrian bridge in the center three lanes and median area of IL-83.

Stage #2 Southbound IL-83 Section

The second stage of the project shall include cleaning and painting of the pedestrian bridge in the southbound outside lane and off-road area of IL-83. No work can take place on this phase until Stage 1 work has been inspected and paint thickness measured and approved.

Stage #3 Northbound IL-83 Section

The third stage of the project shall include cleaning and painting of the pedestrian bridge in the northbound outside lane and off-road area of IL-83. No work can take place on this phase until Stage 1 & 2 work has been inspected and paint thickness measured and approved.

12. Pre-Construction Meeting

Prior to commencing any construction operations, there shall be a pre-construction meeting. The Village or Engineer will set the time and date of the meeting following Contract award.

The following shall be submitted by the Contractor for review at the pre-construction meeting:

A Progress Schedule in accordance with Article 108.02.

The 24-hour emergency phone number and contact information of the assigned Contractor's superintendent, or otherwise.

The name and 24-hour emergency phone number of the person in the direct employ of the Contractor who is responsible for administrating the Traffic Control and Protection on the Contract

A list of subcontractors with contact information, including but not limited to name, phone number, and email address, and include quantity and type of work to be sublet for each respective subcontractor in accordance with Article 108.01 of the Standard Specifications.

Any respective quality control plans.*

Any applicable shop drawing submittals.*

*Shop drawings and quality control plans for the project shall be submitted to the Village no less than ten (10) calendar days from the effective notice to proceed dated letter or the scheduled date of the pre-construction meeting, whichever occurs earlier. A monetary penalty of \$500 may be imposed for each required submittal thereafter.

13. Sub-Contracting

Add the following to the end of ARTICLE 108.01 SUBCONTRACTING.

"The apparent low Bidder on a "Request for Approval of a Subcontractor" (BC 260a) form shall submit to the office of Engineer within ten (10) calendar days after the receipt of bids, a list of the names of Bidder's proposed subcontractors along with a description of the work to be performed by each. The Village will then review and reserves the right to reject the use of any subcontractor on the project due to past performance or the apparent inability to properly perform the item of work."

14. Authority of the Engineer

Revise <u>ARTICLE 105.01 AUTHORITY OF ENGINEER</u> to read:

"All work shall be done in accordance with the requirements of the Contract, the Engineer shall have the right, but not the obligation, to observe all work. The Engineer shall decide all questions that arise as to the interpretation of the Plans and Specifications and as to disputes and mutual rights between Contractors under the Specifications. The Engineer shall advise the Village of Buffalo Grove as to the quality and acceptability of materials furnished and work performed, rate of progress of the work, and acceptable fulfillment of the Contract. The Engineer will determine the amount of materials furnished and work performed. The Engineer's advice and determinations shall be conditions precedent to the right of the Contractor to receive money due the Contractor under the Contract."

"The Engineer will notify the Contractor in writing if the work is to be suspended by the Village of Buffalo Grove wholly or in part due to the failure of the Contractor to carry out provisions of the contract; for failure to carry out orders; for such periods due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest."

"In case of failure on the part of the Contractor to execute work as directed by the Engineer, the Village of Buffalo Grove may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due to the Contractor under the contract."

The Engineer shall not assume any of the responsibilities of the Contractor's superintendent or of subcontractors; shall not expedite the work for the Contractor; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

15. Use of Fire Hydrants

The indiscriminate use of fire hydrants is strictly prohibited. The Contractor can obtain non-potable water in bulk at no charge at the Buffalo Grove Public Works Department, 51 Raupp Blvd. The Contractor shall provide a water truck or containment and driver to obtain and transport the water. All water obtained from the Village shall be used for this project only. If deemed necessary, the Village reserves the right to restrict or refuse the use of Village water. The Contractor will be responsible for executing the required paperwork and follow all requirements of the Village. If it is determined that the Contractor or its subcontractors operate or use a Village fire hydrant, a monetary penalty of \$1,000 per occurrence that will be imposed.

16. Existing Hardscape

Any damage to existing hardscape from tracked equipment or due to the Contractor's negligence, workmanship, or neglect shall be replaced at the Contractor's expense. It is recommended rubber tired or rubber tracked equipment is used. Any unwarranted disturbance to the existing hardscape to remain will warrant repairs made joint to joint and in conformance with the bid documents with limits specified in the Maintenance Letter of Credit general condition. The Engineer and Village shall determine the limit of removal and replacement operations, and all work shall be completed to the satisfaction of the Engineer.

17. Tree Protection and Preservation

This work shall consist of pruning existing trees, shrubs, or bushes in accordance with Section 201 of the Standard Specifications, except as modified herein.

Breaking off branches of plant material to remain during clearing or construction operations will not be allowed. Preceding any existing tree pruning or trimming operations, the Contractor shall demonstrate that there is no other practical method to complete the work and request permission from the Engineer. All pruning shall be done according to the current ANSI A300 (Part 1) – Pruning Standard.

All branches and foliage pruned or trimmed shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications.

All existing trees larger than 6" in diameter and not specifically designated for removal, which are removed or damaged due to the Contractor's neglect, shall be inspected by the Village Forester or his designated representative. For each infraction that causes damage to a tree, a monetary penalty of \$1,000 may be imposed and the replacement of the damaged tree required, depending on the extent of injury caused to each tree. No replacement tree shall have a diameter of less than 3" or more than 6", unless authorized by the Village of Buffalo Grove. All new plantings shall be completed in accordance with Section 253 of the Standard Specifications.

18. Use of the Work Site

The Contractor shall use the Work Site solely to complete the Work and such related activities as may be authorized or directed by the Village. Except as provided herein, Contractor shall not (nor shall Contractor cause or permit any employee or person under Contractor's control) to display or broadcast commercial, political, or religious messages or advertisements of any nature at the Work Site or in connection with the Work. The foregoing shall not be construed to prohibit the following at the Work Site or in connection with the Work: (a) the use of equipment, materials, or other items (e.g. personnel uniforms and clothing) that identify the Contractor (such as by displaying the Contractor's name, logo, slogan, contact information, or similar messages) or that identify the maker or supplier of such equipment, material, or item; or (b) the use or display of signs, flags, cones, traffic control devices, markers, or other similar devices that reasonably relate to the Work, Work Site safety, public safety, or regulatory compliance; or (c) personal speech, religious practice, or expression by

any individual performing Work or at the Work Site; or (d) upon written approval or direction of the Village, the display of information regarding the sponsor of the Work or funding sources for the Work.

In addition, Contractor shall not (nor shall Contractor require or permit its personnel, subcontractors, or subcontractors' personnel to) conduct any prohibited political activity at the Work Site or while performing the Work. Contractor and its personnel or subcontractors (including any subcontractor's personnel) shall not intentionally or knowingly use the Work Site or any other property or resources of the Village in connection with any prohibited political activity. For purposes of this section, the term "prohibited political activity" shall have the meaning set forth in Section 5 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

19. Indemnification

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

20. Insurance Requirements

12.04.080 - Insurance.

- A. Required Coverages and Limits. Unless otherwise provided by franchise, license, or similar agreement, each Contractor occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the Contractor as named insured and naming the Village, and its elected and appointed officers, officials, agents, and employees and Gewalt Hamilton Associates, Inc. and employees as additional insureds on the policies listed in subsection (A)(1) and (A)(2) of this section:
 - Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - a. Five million dollars for bodily injury or death to each person,
 - b. Five million dollars for property damage resulting from any one accident, and
 - c. Five million dollars for all other types of liability;
 - 2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars for personal injury and property damage for each accident;
 - Worker's compensation with statutory limits; and
 - 4. Employer's liability insurance with limits of not less than one million dollars per employee and per accident.

If the Contractor is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

- B. Excess or Umbrella Policies. The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- C. Copies Required. The Contractor shall provide copies of any of the policies including all endorsements or certificates required by this section to the Village within ten calendar days following receipt of a written request therefor from the Village.
- D. Maintenance and Renewal of Required Coverages. The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) calendar days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew."

Within ten (10) calendar days after receipt by the Village of said notice, and in no event later than ten (10) calendar days prior to said cancellation, the Contractor shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this section.

- E. Self-Insurance. A Contractor may self-insure all or a portion of the insurance coverage and limit requirements required by subsection A of this section. A Contractor that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B through D of this section. A Contractor that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the Contractor is a "private self-insurer" under the Workers Compensation Act.
- F. Effect of Insurance and Self-Insurance on Contractor's Liability. The legal liability of the Contractor to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
- G. Insurance Companies. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.
- H. Verification of Coverage. Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
- Subcontractors. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
- J. Assumption of Liability. The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.
- K. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.
- L. Failure to Comply. In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

Nothing contained herein is intended to constitute, nor shall it constitute a waiver of the rights, defenses and/or other immunities provided or available to the Village under law including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act.

21. Accidents

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Village by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

22. No Assignment

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Village or authorized representative.

23. Default

The following shall constitute a default an "Event of Default" by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract:
- B. If there shall be placed on any property owned by the Village any mechanics', materialmens' or suppliers' lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

24. Delays

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

25. Compliance With Laws

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

- A. NO DISCRIMINATION The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.
- B. FREEDOM OF INFORMATION The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of FOIA or the Contractor's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

- C. ILLINOIS WORKERS ON PUBLIC WORKS ACT To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.
- D. NOT A BLOCKED PERSON The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.
- E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

26. No Waiver of Rights

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

27. Termination of the Contract

Voluntary Termination. Notwithstanding any other provision hereof, the Village may terminate this Contract during the Initial Term with or without cause, at any time upon thirty (30) calendar days prior written notice to the Contractor.

Termination for Breach. Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) calendar days of receipt of written notice of such breach from the non-breaching party.

28. Controlling Law and Venue

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

29. Miscellaneous

- A. AMENDMENT This Contract may be amended only in writing executed by both Parties.
- **B. NO RECORDING** This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- **D. NO THIRD PARTY BENEFICIARIES** This Contract does not confer any rights or benefits on any third party.
- **E. BINDING EFFECT** This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- **F. ENTIRE AGREEMENT** This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

H. TORT IMMUNITY DEFENSES - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq.

30. Application For Payment

At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the Contract, and the value thereof at the contract unit prices according to Article 109.02 of the Standard Specifications. For each pay period, the quantity cut off will be the first Saturday of each month. During the second week, the Engineer and Contractor will agree to the quantities completed to-date. The Contractor shall submit an agreed upon invoice electronically to the Engineer by the end of the working day of the third Monday of the month. The Village will begin their payment process and will result in the review of the payment at the next regularly scheduled Village Board meeting. Prior to the release of payment, the Contractor shall submit electronically, all certified payroll reports, applicable waivers, and a notarized and signed clarifying statement for Village Attorney review and subsequent approval. Prior to the release of the check, hard-copies of all applicable waivers and the clarifying statement shall be received by the Village.

All payments under this Contract must be approved by the Village Board at a regularly scheduled meeting. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested prior to paying the requested payment. A Final Lien Waiver from the Contractor, its subcontractors, and all material suppliers shall be furnished with the final application for payment.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

31. Certified Payroll Reports

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number. The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

If the contractor must submit the payroll to the Village of Buffalo Grove for reasons outside of their control, the Village requests that the Contractor submit all certified payroll reports, including subcontractors, and EEO reporting be sent electronically in separate files for each respective Contractor/subcontractor with the weeks ending date in the file name to tsianis@vbg.org (i.e. Contractor Name Week Ending.pdf) as shown in the sample letter in Exhibit D.

The Contractor is responsible for providing all records in accordance with the Illinois Department of Labor's (IDOL) requirements pertaining to the Prevailing Wage Act on the standard IDOL form. Only the last four (4) digits of the employee's social security number will be required; the remaining digits shall be "X" or redacted. To complete the certified payroll request for release of payment, the Contractor must supply a signed and notarized written statement that all necessary documentation has been turned over for the pay period pertaining to that payment requested.

Under P.A. 98-0328, the public body must retain copies of the certified payroll for 5 years rather than 3 years as was the case previously. The Illinois Department of Labor (IDOL) has created model certified payroll forms which can be found at the IDOL website www.illinois.gov/idol. the new form consists of three pages identified as the "certified transcript of payroll affidavit" and "certified transcript of payroll instructions". The new forms on the IDOL website can be filled in online and then printed out. under P.A. 98-0482, contractors and subcontractors will have to provide additional information with respect to working hours, wage rates, overtime rates and fringe benefits. The IDOL's model certified payroll forms are the most current forms for compliance with P.A. 98-0482 and should be used in public works contracts.

32. Monetary Penalties

All work shall be completed in accordance with the Contract Documents in a reasonable and timely manner. For each occurrence that work is not completed in a reasonable and timely manner, a monetary penalty will be deducted from the final pay application. The Contractor shall make themselves and all subcontractors aware of the following deficiency and deductions:

Description	Penalty	Per Occurrence
Failure to Sweep Roadway	\$250	Calendar Day
Failure to Provide Access in a Timely Manner	\$250	Household/Occurrence Per Day
Failure to Provide Weekly Update to Engineer/Maintain Schedule	\$1,000	Per Occurrence
Failure to Attend a Scheduled Weekly Meeting	\$1,000	Per Occurrence
Use of Fire Hydrant or Valve	\$1,000	Each
Failure to Provide Maintenance of Roadway in a Timely Manner as Determined by the Engineer	\$1,000	Calendar Day
Entering Private Property	\$500	Per Occurrence
Failure to Provide Portable Facilities	\$100	Calendar Day
Illicit Discharge of Silt or Construction Debris	\$1,000	Per Occurrence
Failure to Submit Shop Drawings on Time	\$500	Per Occurrence
Failure to Maintain Erosion and/or Sediment Control Devices	\$1,000	Per Occurrence
Working Outside Allowable Work Hours	\$1,000	Per Occurrence

At the discretion of the Engineer and without notice, the Contractor shall have deducted the monetary penalty amount as listed above for each occurrence on the final pay application.

33. Maintenance Bond

The Contractor will be required to post a Maintenance Bond for a period of One Year (1-yr) from the date of final acceptance by the Village. Final acceptance will be the date the Final Payment is made to the Contractor. The bond shall be in a form acceptable to the Village in the amount of 10% (ten percent) of the awarded contract value. Unless under emergency situations, the Village will offer the Contractor the ability to fix or repair any item prior to the bond being called. If the Contractor elects to perform the repairs themselves, all work must be complete within 14 calendar days of notice from the Village or the Village reserves the right to perform the repairs themselves.

The Maintenance Bond shall cover all necessary repairs or replacements as deemed necessary by the Village due to poor workmanship, failed materials, settlement of trenches, excessively spalled, chert popped or cracked concrete, storm and water main failures, restoration establishment, and other items of work completed by the Contractor.

All required pavement repairs shall be from the curb line to the nearest cold joint. Pavement repairs shall have all joints routed and filled with crack seal material including along the edge of pavement, one month after installation.

If the Contractor elects to not perform the repairs or does not perform them in the time allotted, the Village will perform the work and collect from the bond any damages incurred by the Village to perform the repairs.

34. Retainage and Waivers

The Village of Buffalo Grove has the option to retain from the amount due to the Contractor a maximum of ten percent (10%) from each pay request. The Contractor may request the retainage be reduced and provide reasoning for such reduction in writing to the Village. The Village has the option to accept or deny the request and shall be considered final. The retainage may be held until the Village determines the project to be final and accepted, at which time any warranty or maintenance period shall commence.

The Contractor shall submit, for each pay request submittal, original partial or final waivers from all subcontractors and material suppliers for the work payment is requested from the Village; trailing waivers will not be permitted. The Village will not remit payment to the Contractor until all original hard-copies of waivers for the work the Contractor is requesting payment for are received and reviewed. To help expedite the process, the Village is willing to review draft waivers after the invoice has been submitted for the pay request. When the draft waivers are reviewed and found acceptable, and the check is cut according to the Village's Warrant schedule, then the check and final waivers can be exchanged accordingly.

35. Final Site Inspection

After the Contractor has submitted the notice of final completion to the Village, the Contractor shall schedule a final site inspection with the Village and Engineer. The Contractor shall provide a laborer or Contractor's representative for the final inspection that will be responsible for the following:

- 1. Measuring paint thickness;
- Review general site cleanliness and condition of landscaping, curb, sidewalk, pavement, etc.

Upon completion of the final site inspection, the Engineer will provide the Contractor a list of any deficiencies documented. The Contractor will have fourteen (14) calendar days to correct any deficiencies following the scheduled final inspection and punch list submittal by the Engineer.

36. Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work in accordance with Article 107.04 of the Standard Specifications. No work shall be performed until all applicable permit requirements are fulfilled.

The following permits shall be applicable to this Contract:

Illinois Department of Transportation – Traffic Control Authorization (BSPE 725)

Special Provisions

Traffic Control and Protection (Special)

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Winois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

Delays to the Contractor caused by complying with these requirements will be considered included in the cost of the contract, and no additional compensation will be allowed.

Standards

701101, 701106, 701601, 701606, 701801 and 701901

Details

TC-10 Traffic Control and Protection for Side Roads, Intersections and Driveways TC-14 Traffic Control and Protection at Turn Bays (To Remain Open to Traffic) TC-22 Arterial Road Information Sign

Special Provisions

Maintenance of Roadways and Erosion Control Traffic Control Plan LRS 3 – Work Zone Traffic Control Surveillance BDE – Work Zone Traffic Control Devices

No signage shall be installed within the Illinois Department of Transportation right-of-way without prior approval by IDOT and all applicable permit requirements are fulfilled. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work in accordance with Article 107.04 of the Standard Specifications.

No roads or segments shall be closed without prior written approval from the Village and Engineer. The Contractor must present to the Engineer, a detour plan with a detailed description addressing how resident access will be maintained and all applicable signage. Submittal of a road closure request to the Engineer does not guarantee approval. Any additional traffic control devices required for road closures per the Contractor's request shall not be paid for separately but shall be included in the cost of the contract.

The Contractor shall be properly advised of the regulated weight limits within the surrounding areas of the project. No additional compensation in time or monetary value will be allowed. The Village of Buffalo Grove Police Department requires permits for Overweight/Over-Sized Trucks or Vehicles. The Contractor can obtain additional information by calling (847) 459-2560.

This work will be measured in place and paid for at the contract unit price per lump sum (LS) for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which shall include all labor, material, and equipment required to complete the work as specified herein.

2. Fence Removal and Reinstallation (Special):

This work shall include all labor, material, and equipment necessary to remove, store, and reinstall existing chain link fence systems in accordance with Section 664 of the Standard Specifications and as specified herein.

The existing fence shall be removed with care and stored at the Public Works Facility located at 51 Raupp Blvd. The Contractor shall be responsible for the transportation and associated costs for fence storage. The Contractor shall replace, at no additional cost to the Owner, any existing fence system or appurtenances which has been damaged or lost by the Contractor's operations due to neglect, miscondust, or poor workmanship.

There are three hardwood railings running the entire length of the fence along each side of the bridge that may require removal prior to fence removal. This work shall be paid for separately for removing and re-erecting existing railing in the situation where fence cannot be removed without railing removal.

This work will be measured and paid for at the contract unit price per FOOT for Fence Removal and Reinstallation (SPECIAL), which shall include all labor, material, and equipment required to complete the work as specified herein.

Removing and Re-Erecting Existing Railing (Special):

This work shall include all labor, material, and equipment necessary to remove, store, and reinstall the top and bottom rails along the entirety of the bridge span as specified herein.

Removal of the existing railing will allow for the removal of the existing chain link fence. The existing railings shall be removed with care and stored at the Public Works Facility located at 51 Raupp Blvd. The Contractor shall be responsible for the transportation and associated costs for rail storage. The Contractor shall replace, at no additional cost to the Owner, any existing fence system or appurtenances which has been damaged or lost by the Contractor's operations due to neglect, misconduct, or poor workmanship.

This work will be measured and paid for at the contract unit price per FOOT for Removing and Re-Erecting Existing Railing (SPECIAL), which shall include all labor, material, and equipment required to complete the work as specified herein.

4. CLEANING AND PAINTING EXISTING STEEL STRUCTURES

Effective: October 2, 2001 Revised: April 15, 2022

<u>Description.</u> This work shall consist of the preparation of all designated metal surfaces by the method(s) specified on the plans. This work also includes the painting of those designated surfaces. This work also includes caulking locations designated on the plans and painting with the paint system(s) specified on the plans. The Contractor shall furnish all materials, equipment, labor, and other essentials necessary to accomplish this work and all other work described herein and as directed by the Engineer.

Materials. All materials to be used on an individual structure shall be produced by the same manufacturer.

The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material, except for the penetrating sealer, shall be tested and assigned a MISTIC approval number before use. The specified colors shall be produced in the coating manufacturer's facility. Tinting of the coating after it leaves the manufacturer's facility is not allowed.

The paint materials shall meet the following requirements of the Standard Specification and as noted below:

<u>ltem</u>	<u>Article</u>
(a) Waterborne Acrylic	1008.04
(b) Aluminum Epoxy Mastic	1008.03
(c) Organic Zinc Rich Primer	1008.05
(d) Epoxy/ Aliphatic Urethane	1008.05
(e) Penetrating Sealer (Note 1)	
(f) Moisture Cured Zinc Rich Urethane Primer (Note 2)	
(g) Moisture Cured Aromatic/Aliphatic Urethane (Note 2)	
(h) Moisture Cured Penetrating Sealer (Note 3)	
(i) Caulk (Polyurethane Joint Sealant)	1050.04

- Note 1: The Epoxy Penetrating Sealer shall be a cross-linked multi component sealer. The sealer shall have the following properties:
 - (a) The volume solids shall be 98 percent (plus or minus 2 percent).
 - (b) Shall be clear or slightly tinted color.
- Note 2: These material requirements shall be according to the Special Provision for the Moisture Cured Urethane Paint System.
- Note 3: The Moisture Cured Penetrating Sealer manufacturer's certification will be required.

<u>Submittals.</u> The Contractor shall submit for Engineer review and acceptance, the following plans and information for completing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

- a) Contractor/Personnel Qualifications. Evidence of Contractor qualifications and the names and qualifications/experience/training of the personnel managing and implementing the Quality Control program and conducting the quality control tests, and certifications for the CAS (Coating Application Specialists) on SSPC-QP1 and QP2 projects.
- b) Quality Control (QC) Program. The QC Program shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The program shall incorporate at a minimum, the IDOT Quality Control Daily Report form, or a Contractor form (paper or electronic) that provides equivalent information.
- c) Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for washing, hand/power tool cleaning, removal of rust, mill scale, paint or foreign matter, abrasive blast or water jetting, and remediation of chloride. If detergents, additives, or inhibitors are incorporated into the water, the Contractor shall include the names of the materials and Safety Data Sheets (SDS). The Contractor shall identify the solvents proposed for solvent cleaning together with SDS.

If cleaning and painting over existing galvanized surfaces are specified, the plan shall address surface preparation, painting, and touch up/repair of the galvanized surfaces.

The plan shall also include the methods of coating application and equipment to be utilized.

If the Contractor proposes to heat or dehumidify the containment, the methods and equipment proposed for use shall be included in the Plan for the Engineer's consideration.

e) Paint Manufacturer Certifications and Letters. When a sealer is used, the Contractor shall provide the manufacturer's certification of compliance with IDOT testing requirements listed under "Materials" above. A certification regarding the compatibility of the sealer with the specified paint system shall also be included.

When rust inhibitors are used, the Contractor shall provide a letter from the coating manufacturer indicating that the inhibitor is compatible with, and will not adversely affect the performance of the coating system.

If the use of a chemical soluble salt remover is proposed by the Contractor, provide a letter from the coating manufacturer indicating that the material will not adversely affect the performance of the coating system.

The paint manufacturer's most recent application and thinning instructions, SDS and product data sheets shall be provided, with specific attention drawn to storage temperatures, and the temperatures of the material, surface and ambient air at the time of application.

A letter or written instructions from the coating manufacturer shall be provided indicating the length of time that each coat must be protected from cold or inclement weather (e.g., exposure to rain) during its drying period, the maximum recoat time for each coat, and the steps necessary to prepare each coat for overcoating if the maximum recoat time is exceeded.

- f) Abrasives. Abrasives to be used for abrasive blast cleaning, including SDS. For expendable abrasives, the Contractor shall provide certification from the abrasive supplier that the abrasive meets the requirements of SSPC-AB1. For steel grit abrasives, the certification shall indicate that the abrasive meets the requirements of SSPC-AB3.
- g) Protective Coverings. Plan for containing or controlling paint debris (droplets, spills, overspray, etc.). Any tarpaulins or protective coverings proposed for use shall be fire retardant. For submittal requirements involving the containment used to remove lead paint, the Contractor shall refer to Special Provision for Containment and Disposal of Lead Paint Cleaning Residues.

h) Progress Schedule. Progress schedule shall be submitted per Article 108.02 and shall identify all major work items (e.g., installation of rigging/containment, surface preparation, and coating application).

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any paint removal work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations and this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

Contractor Qualifications. Unless indicated otherwise on the contract plans, for non-lead abatement projects, the painting Contractor shall possess current SSPC-QP1 certification. Unless indicated otherwise on the plans, for lead abatement projects the Contractor shall also possess current SSPC-QP2 certification. The Contractor shall maintain certified status throughout the duration of the painting work under the contract. The Department reserves the right to accept Contractors documented to be currently enrolled in the SSPC-QP7, Painting Contractor Introductory Program, Category 2, in lieu of the QP certifications noted above.

Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections. The Contractor shall implement the submitted and accepted QC Program to ensure that the work accomplished complies with these specifications. The designated Quality Control inspector shall be onsite full time during any operations that affect the quality of the coating system (e.g., surface preparation and chloride remediation, coating mixing and application, and evaluations between coats and upon project completion). The Contractor shall use the IDOT Quality Control Daily Report form to record the results of quality control tests. Alternative forms (paper or electronic) will be allowed provided they furnish equivalent documentation as the IDOT form, and they are accepted as part of the QC Program submittal. The completed reports shall be turned into the Engineer before work resumes the following day. The Engineer or designated representative will sign the report. The signature is an acknowledgment that the report has been received, but should not be construed as an agreement that any of the information documented therein is accurate.

Contractor QC inspections shall include, but not be limited to the following:

- Suitability of protective coverings and the means employed to control project debris and paint spills, overspray, etc.
- Ambient conditions
- Surface preparation (solvent cleaning, pressure washing including chalk tests, hand/power tool or abrasive blast cleaning, etc.)
- Chloride remediation
- Coating application (specified materials, mixing, thinning, and wet/dry film thickness)
- Recoat times and cleanliness between coats
- Coating continuity and coverage (freedom from runs, sags, overspray, dry spray, pinholes, shadow-through, skips, misses, etc.)

The personnel managing the Contractor's QC Program shall possess a minimum classification of Society of Protective Coatings (SSPC) BCI certified, National Association of Corrosion Engineers (NACE) Coating Inspector Level 2 - Certified, and shall provide evidence of successful inspection of 3 bridge projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and experience shall be provided. References for experience shall be provided and shall include the name, address, and telephone number of a contact person employed by the bridge owner.

The personnel performing the QC tests shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided. The QC personnel shall not perform hands on surface preparation or painting activities. Painters shall perform wet film thickness measurements, with QC personnel conducting random spot checks of the wet film. The Contractor shall not replace the QC personnel assigned to the project without advance notice to the Engineer, and acceptance of the replacement(s), by the Engineer.

The Contractor shall supply all necessary equipment with current calibration certifications to perform the QC inspections. Equipment shall include the following at a minimum:

- Sling psychrometer or digital psychrometer for the measurement of dew point and relative humidity, together with all necessary weather bureau tables or psychrometric charts. In the event of a conflict between readings with the sling psychrometer and the digital psychrometer, the readings with the sling psychrometer shall prevail.
- Surface temperature thermometer
- SSPC Visual Standards VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning;
 SSPC-VIS 3, Visual Standard for Power and Hand-Tool Cleaned Steel; SSPC-VIS 4, Guide and Reference Photographs for

Steel Prepared by Water Jetting, and/or SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning, as applicable.

- Test equipment for determining abrasive cleanliness (oil content and water-soluble contaminants) according to SSPC abrasive specifications AB1, AB2, and AB3.
- Commercially available putty knife of a minimum thickness of 40 mils (1mm) and a width between 1 and 3 in. (25 and 75 mm).
 Note that the putty knife is only required for projects in which the existing coating is being feathered and tested with a dull putty knife.
- Testex Press-O-Film Replica Tape and Micrometer compliant with Method C of ASTM D4417, Standard Test Methods for Field
 Measurement of Surface Profile of Blast Cleaned Steel, or digital profile depth micrometer compliant with ASTM D4417, Method
 B. In the event of a conflict between measurements with the two instruments on abrasive blast cleaned steel, the results with the
 Testex Tape shall prevail. Note that for measuring the profile of steel power tool cleaned to SSPC-SP15, Commercial Grade
 Power Tool Cleaning, the digital profile depth micrometer shall be used.
- Bresle Cell Kits or CHLOR*TEST kits for chloride determinations, or equivalent
- Wet Film Thickness Gage
- Blotter paper for compressed air cleanliness checks
- Type 2 Electronic Dry Film Thickness Gage per SSPC PA2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
- Standards for verifying the accuracy of the dry film thickness gage
- Light meter for measuring light intensity during paint removal, painting, and inspection activities
- All applicable ASTM and SSPC Standards used for the work (reference list attached)

The accuracy of the instruments shall be verified by the Contractor's personnel according to the equipment manufacturer's recommendations and the Contractor's QC Program. All inspection equipment shall be made available to the Engineer for QA observations on an as needed basis.

Hold Point Notification. Specific inspection items throughout this specification are designated as Hold Points. Unless other arrangements are made at the project site, the Contractor shall provide the Engineer with a minimum 4-hour notification before a Hold Point inspection will be reached. If the 4-hour notification is provided and the Work is ready for inspection at that time, the Engineer will conduct the necessary observations. If the Work is not ready at the appointed time, unless other arrangements are made, an additional 4-hour notification is required. Permission to proceed beyond a Hold Point without a QA inspection will be granted solely at the discretion of the Engineer, and only on a case by case basis.

<u>Quality Assurance (QA) Observations</u>. The Engineer will conduct QA observations of any or all phases of the work. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

Inspection Access and Lighting. The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

- Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.
- Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
- Simple catenary supports are permitted only if independent lifelines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, and fall prevention is not provided (e.g., guardrails are not provided), the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility (e.g., platform) is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas both inside and outside the containment where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot-candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access and entryways shall be at least 20 foot-candles

(215 LUX). General work area illumination outside the containment shall be employed at the discretion of the Engineer and shall be at least 5 foot-candles. The exterior lighting system shall be designed and operated so as to avoid glare that interferes with traffic, workers, and inspection personnel.

<u>Surface Preparation and Painting Equipment</u>. All cleaning and painting equipment shall include gages capable of accurately measuring fluid and air pressures and shall have valves capable of regulating the flow of air, water or paint as recommended by the equipment manufacturer. The equipment shall be maintained in proper working order.

Diesel or gasoline powered equipment shall be positioned or vented in a manner to prevent deposition of combustion contaminants on any part of the structure.

Hand tools, power tools, pressure washing, water jetting, abrasive blast cleaning equipment, brushes, rollers, and spray equipment shall be of suitable size and capacity to perform the work required by this specification. All power tools shall be equipped with vacuums and High Efficiency Particulate Air (HEPA) filtration. Appropriate filters, traps and dryers shall be provided for the compressed air used for abrasive blast cleaning and conventional spray application. Paint pots shall be equipped with air operated continuous mixing devices unless prohibited by the coating manufacturer.

Test Sections. Prior to surface preparation, the Contractor shall prepare a test section(s) on each structure to be painted in a location(s) which the Engineer considers to be representative of the existing surface condition and steel type for the structure as a whole. More than one test section may be needed to represent the various design configurations of the structure. The purpose of the test section(s) is to demonstrate the use of the tools and degree of cleaning required (cleanliness and profile) for each method of surface preparation that will be used on the project. Each test section shall be approximately 10 sq. ft. (0.93 sq m). The test section(s) shall be prepared using the same equipment, materials and procedures as the production operations. The Contractor shall prepare the test section(s) to the specified level of cleaning according to the appropriate SSPC visual standards, modified as necessary to comply with the requirements of this specification. The written requirements of the specification prevail in the event of a conflict with the SSPC visual standards. Only after the test section(s) have been approved shall the Contractor proceed with surface preparation operations. Additional compensation will not be allowed the Contractor for preparation of the test section(s).

For the production cleaning operations, the specifications and written definitions, the test section(s), and the SSPC visual standards shall be used in that order for determining compliance with the contractual requirements.

Protective Coverings and Damage. All portions of the structure that could be damaged by the surface preparation and painting operations (e.g., utilities), including any sound paint that is allowed to remain according to the contract documents, shall be protected by covering or shielding. Tarpaulins drop cloths, or other approved materials shall be employed. The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for acceptance prior to starting the work. Acceptance by the Engineer shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing. When removing coatings containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Lead Paint Cleaning Residues contained elsewhere in this Contract. When removing coatings not containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Non-Lead Paint Cleaning Residues contained elsewhere in this Contract.

The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the controls or protective devices used by the Contractor are not being accomplished, work shall be immediately suspended until corrections are made. Damage to vehicles or property shall be repaired by the Contractor at the Contractor's expense. Painted surfaces damaged by any Contractor's operation shall be repaired, removed and/or repainted, as directed by the Engineer, at the Contractor's expense.

<u>Weather Conditions</u>. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture do not come in contact with surfaces cleaned or painted that day.

- a) The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.
- b) If the Contractor proposes to control the weather conditions inside containment, proposed methods and equipment for heating and/or dehumidification shall be included in the work plans for the Engineer's consideration. Only indirect fired heating equipment shall be used to prevent the introduction of moisture and carbon monoxide into the containment. The heating unit(s) shall be ventilated to the outside of the containment. Any heating/dehumidification proposals accepted by the Engineer shall be implemented at no additional cost to the department.
- c) Cleaning and painting shall be done between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

The Contractor shall monitor temperature, dew point, and relative humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. If the weather conditions after application and during drying are forecast to be outside the acceptable limits established by the coating manufacturer, coating application shall not proceed. If the weather conditions are forecast to be borderline relative to the limits established by the manufacturer, monitoring shall continue at a minimum of 4-hour intervals throughout the drying period. The Engineer has the right to reject any work that was performed, or drying that took place, under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

Compressed Air Cleanliness. Prior to using compressed air for abrasive blast cleaning, blowing down the surfaces, and painting with conventional spray, the Contractor shall verify that the compressed air is free of moisture and oil contamination according to the requirements of ASTM D 4285. The tests shall be conducted at least one time each shift for each compressor system in operation. If air contamination is evident, the Contractor shall change filters, clean traps, add moisture separators or filters, or make other adjustments as necessary to achieve clean, dry air. The Contractor shall also examine the work performed since the last acceptable test for evidence of defects or contamination caused by the compressed air. Effected work shall be repaired at the Contractor's expense.

<u>Low Pressure Water Cleaning and Solvent Cleaning (HOLD POINT)</u>. The Contractor shall notify the Engineer 24 hours in advance of beginning surface preparation operations.

a) Water Cleaning of Lead Containing Coatings Prior to Overcoating. Prior to initiating any mechanical cleaning such as hand/power tool cleaning on surfaces that are painted with lead, all surfaces to be prepared and painted, and the tops of pier and abutment caps shall be washed. Washing is not required if the surfaces will be prepared by water jetting.

Washing shall involve the use of potable water at a minimum of 1000 psi (7 MPa) and less than 5000 psi (34 MPa) according to "Low Pressure Water Cleaning" of SSPC-SP WJ-4. There are no restrictions on the presence of flash rusting of bare steel after cleaning. Paint spray equipment shall not be used to perform the water cleaning. The cleaning shall be performed in such a manner as to remove dust, dirt, chalk, insect and animal nests, bird droppings, loose coating, loose mill scale, loose rust and other corrosion products, and other foreign matter. Water cleaning shall be supplemented with scrubbing as necessary to remove the surface contaminants. The water, debris, and any loose paint removed by water cleaning shall be collected for proper disposal. The washing shall be completed no more than 2 weeks prior to surface preparation.

If detergents or other additives are added to the water, the detergents/additives shall be included in the submittals and not used until accepted by the Engineer. When detergents or additives are used, the surface shall be rinsed with potable water before the detergent water dries.

After washing has been accepted by the Engineer, all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants which remain on the steel surfaces to be painted shall be removed by solvent cleaning according to SSPC – SP1, supplemented with scraping (e.g., to remove large deposits of asphaltic cement) as required. The solvent(s) used for cleaning shall be compatible with the existing coating system. The Contractor shall identify the proposed solvent(s) in the submittals. If the existing coating is softened, wrinkled, or shows other signs of attack from the solvents, the Contractor shall immediately discontinue their use. The name and composition of replacement solvents, together with MSDS, shall be submitted for Engineer acceptance prior to use.

Under no circumstances shall subsequent hand/power tool cleaning or abrasive blast cleaning be performed in areas containing surface contaminants or in areas where the Engineer has not accepted the washing and solvent cleaning. Surfaces prepared by hand/power tool cleaning or abrasive blast cleaning without approval of the washing and solvent cleaning may be rejected by the

Engineer. Rejected surfaces shall be recleaned with both solvent and the specified mechanical means at the Contractor's expense.

After all washing and mechanical cleaning are completed, representative areas of the existing coating shall be tested to verify that the surface is free of chalk and other loose surface debris or foreign matter. The testing shall be performed according to ASTM D4214. Cleaning shall continue until a chalk rating of 6 or better is achieved in every case.

- b) Water Cleaning of Non-Lead Coatings Prior to Overcoating. Thoroughly clean the surfaces according to the steps defined above for "Water Cleaning of Lead Containing Coatings Prior to Overcoating." The wash water does not need to be collected, but paint chips, insect and animal nests, bird droppings and other foreign matter shall be collected for proper disposal. If the shop primer is inorganic zinc, the chalk rating does not apply. All other provisions are applicable.
- c) Water Cleaning/Debris Removal Prior to Total Coating Removal. When total coating removal is specified, water cleaning of the surface prior to coating removal is not required by this specification and is at the option of the Contractor. If the Contractor chooses to use water cleaning, the above provisions for water cleaning of lead and non-lead coatings apply as applicable, including collection and disposal of the waste.

Whether or not the surfaces are pre-cleaned using water, the tops of the pier caps and abutments shall be cleaned free of dirt, paint chips, insect and animal nests, bird droppings and other foreign matter and the debris collected for proper disposal. Cleaning can be accomplished by wet or dry methods.

Prior to mechanical cleaning, oil, grease, and other soluble contaminants on bare steel or rusted surfaces shall be removed by solvent cleaning according to SSPC-SP1.

d) Water Cleaning Between Coats. When foreign matter has accumulated on a newly applied coat, washing and scrubbing shall be performed prior to the application of subsequent coats. The water does not need to be collected unless it contacts existing lead containing coatings.

Laminar and Stratified Rust. All laminar and stratified rust that has formed on the existing steel surfaces shall be removed. Pack rust formed along the perimeter of mating surfaces of connected plates or shapes of structural steel shall be removed to the extent feasible without mechanically detaching the mating surface. When caulking is specified, all rust shall be removed to a surface depth as directed by the Engineer to accommodate the approved sealant. Any pack rust remaining after cleaning the mating surfaces shall be tight and intact when examined using a dull putty knife. The tools used to remove these corrosion products shall be identified in the submittals and accepted by the Engineer. If the surface preparation or removal of rust results in nicks or gouges in the steel, the work shall be suspended, and the damaged areas repaired to the satisfaction of the Engineer, at the Contractor's expense. The Contractor shall also demonstrate that he/she has made the necessary adjustments to prevent a reoccurrence of the damage prior to resuming work. If surface preparation reveals holes or section loss, or creates holes in the steel, the Contractor shall notify the Engineer. Whenever possible, the Department will require that the primer be applied to preserve the area, and allow work to proceed, with repairs and touch up performed at a later date.

Surface Preparation (HOLD POINT). One or more of the following methods of surface preparation shall be used as specified on the plans. When a method of surface preparation is specified, it applies to the entire surface, including areas that may be concealed by the containment connection points. In each case, as part of the surface preparation process, soluble salts shall be remediated as specified under "Soluble Salt Remediation." The Contractor shall also note that the surface of the steel beneath the existing coating system may contain corrosion and/or mill scale. Removal of said corrosion and/or mill scale, when specified, shall be considered included in this work and no extra compensation will be allowed.

When a particular cleaning method is specified for use in distinct zones on the bridge, the cleaning shall extend into the existing surrounding paint until a sound border is achieved. The edge of the existing paint is considered to be sound and intact after cleaning if it cannot be lifted by probing the edge with a dull putty knife. The sound paint shall be feathered for a minimum of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared steel and the existing coatings. Sanders with vacuum attachments, which have been approved by the Engineer, shall be used as necessary to accomplish the feathering.

a) Limited Access Areas: A best effort with the specified methods of cleaning shall be performed in limited access areas such as the backsides of rivets inside built up box members. The equipment being used for the majority of the cleaning may need to be supplemented with other commercially available equipment, such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Engineer.

b) Near-White Metal Blast Cleaning: This surface preparation shall be accomplished according to the requirements of Near-White Metal Blast Cleaning SSPC-SP 10. Unless otherwise specified in the contract, the designated surfaces shall be prepared by dry abrasive blast cleaning, wet abrasive blast cleaning, or water jetting with abrasive injection. A Near-White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining.

Random staining shall be limited to no more than 5 percent of each 9 sq. in. (58 sq. cm) of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. With the exception of crevices as defined below, surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the discretion of the Engineer, after a best effort cleaning, slight traces of existing coating may be permitted to remain within crevices such as those created between the steel and rivets or bolts/washers/nuts, and between plates. When traces of coating are permitted to remain, the coating shall be tightly bonded when examined by probing with a dull putty knife. The traces of coating shall be confined to the bottom portion of the crevices only, and shall not extend onto the surrounding steel or plate or onto the outer surface of the rivets or bolts. Pitted steel is excluded from exemption considerations and shall be cleaned according to SSPC-SP10.

If hackles or slivers are visible on the steel surface after cleaning, the Contractor shall remove them by grinding followed by reblast cleaning. At the discretion of the Engineer, the use of power tools to clean the localized areas after grinding, and to establish a surface profile acceptable to the coating manufacturer, can be used in lieu of blast cleaning.

If the surfaces are prepared using wet abrasive methods, attention shall be paid to tightly configured areas to assure that the preparation is thorough. After surface preparation is completed, the surfaces, surrounding steel, and containment materials/scaffolding shall be rinsed to remove abrasive dust and debris. Potable water shall be used for all operations. An inhibitor shall be added to the supply water and/or rinse water to prevent flash rusting. With the submittals, the Contractor shall provide a sample of the proposed inhibitor together with a letter from the coating manufacturer indicating that the inhibitor is suitable for use with their products and that the life of the coating system will not be reduced due to the use of the inhibitor. The surfaces shall be allowed to completely dry before the application of any coating.

c) Commercial Grade Power Tool Cleaning: This surface preparation shall be accomplished according to the requirements of SSPC-SP15. The designated surfaces shall be completely cleaned with power tools. A Commercial Grade Power Tool Cleaned surface, when viewed without magnification, is free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except for staining. In previously pitted areas, slight residues of rust and paint may also be left in the bottoms of pits.

Random staining shall be limited to no more than 33 percent of each 9 sq. in. (58 sq. cm) of surface area. Allowable staining may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the Contractor's option, Near-White Metal Blast Cleaning may be substituted for Power Tool Cleaning – Commercial Grade, as long as containment systems appropriate for abrasive blast cleaning are utilized and there is no additional cost to the Department.

d) Power Tool Cleaning – Modified SP3: This surface preparation shall be accomplished according to the requirements of SSPC-SP3, Power Tool Cleaning except as modified as follows. The designated surfaces shall be cleaned with power tools. A power tool cleaned surface shall be free of all loose rust, loose mill scale, loose and peeling paint, and loose rust that is bleeding through and/or penetrating the coating. All locations of visible corrosion and rust bleed, exposed or lifting mill scale, and lifting or loose paint shall be prepared using the power tools, even if the material is tight.

Upon completion of the cleaning, rust, rust bleed, mill scale and surrounding paint are permitted to remain if they cannot be lifted using a dull putty knife.

- e) Power Tool Cleaning of Shop Coated Steel. When shop-coated steel requires one or more coats to be applied in the field, the surface of the shop coating shall be cleaned as specified under "Water Cleaning of Non-Lead Coatings Prior to Overcoating." If the damage is to a fully applied shop system, water cleaning is not required unless stipulated in the contract. Damaged areas of shop coating shall be spot cleaned according to Power Tool Cleaning Modified SSPC-SP3. If the damage extends to the substrate, spot cleaning shall be according to SSPC-SP15. The edges of the coating surrounding all spot repairs shall be feathered.
- <u>Galvanized Surfaces:</u> If galvanized surfaces are specified to be painted, they shall be prepared by brush-off blast cleaning in accordance with SSPC-SP 16 or by using proprietary solutions that are specifically designed to clean and etch (superficially roughen) the galvanized steel for painting. If cleaning and etching solutions are selected, the Contractor shall submit the manufacturer's technical product literature and SDS for Engineer's review and written acceptance prior to use.

Abrasives. Unless otherwise specified in the contract, when abrasive blast cleaning is specified, it shall be performed using either expendable abrasives (other than silica sand) or recyclable steel grit abrasives. Expendable abrasives shall be used one time and disposed of. Abrasive suppliers shall certify that the expendable abrasives meet the requirements of SSPC-AB1 and that recyclable steel grit abrasives meet SSPC-AB3. Tests to confirm the cleanliness of new abrasives (oil and water-soluble contamination) shall be performed by the Contractor according to the requirements and frequencies of SSPC-AB1 and SSPC-AB3, as applicable. On a daily basis, the Contractor shall verify that recycled abrasives are free of oil and water-soluble contamination by conducting the tests specified in SSPC-AB2.

All surfaces prepared with abrasives not meeting the SSPC-AB1, AB2, or AB3 requirements, as applicable, shall be solvent cleaned or low-pressure water cleaned as directed by the Engineer, and reblast cleaned at the Contractor's expense.

<u>Surface Profile (HOLD POINT)</u>. The abrasives used for blast cleaning shall have a gradation such that the abrasive will produce a uniform surface profile of 1.5 to 4.5 mils (38 to 114 microns). If the profile requirements of the coating manufacturer are more restrictive, advise the Engineer and comply with the more restrictive requirements. For recycled abrasives, an appropriate operating mix shall be maintained in order to control the profile within these limits.

The surface profile for SSPC-SP15 power tool cleaned surfaces shall be within the range specified by the coating manufacturer, but not less than 2.0 mils (50 microns).

The surface profile produced by abrasive blast cleaning shall be determined by replica tape or digital profile depth micrometer according to SSPC-PA 17 at the beginning of the work, and each day that surface preparation is performed. Areas having unacceptable profile measurements shall be further tested to determine the limits of the deficient area. When replica tape is used, it shall be attached to the daily report. In the event of a conflict between measurements taken with the replica tape and digital profile depth micrometer, the measurements with the replica tape shall prevail.

The surface profile produced by power tools to SSPC-SP15, shall be measured using the digital profile depth micrometer only. Replica tape shall not be used.

When unacceptable profiles are produced, work shall be suspended. The Contractor shall submit a plan for the necessary adjustments to ensure that the correct surface profile is achieved on all surfaces. The Contractor shall not resume work until the new profile is verified by the QA observations, and the Engineer confirms, in writing, that the profile is acceptable.

Soluble Salt Remediation (HOLD POINT). The Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces to levels below 7 micrograms per square centimeter. Surfaces that may be contaminated with chloride include, but are not limited to, expansion joints and all areas that are subject to roadway splash or run off such as fascia beams and stringers. Surfaces shall be tested for chlorides at a frequency of five tests per bearing line or fascia beam, with tests performed on both the beams and diaphragms/cross-frames at expansion joints.

Methods of chloride removal may include, but are not limited to, hand washing, steam cleaning, or pressure washing with or without the addition of a chemical soluble salt remover as approved by the coating manufacturer, and scrubbing before or after initial paint removal. The Contractor may also elect to clean the steel and allow it to rust overnight followed by recleaning, or by utilizing blends of fine and coarse abrasives during blast cleaning, wet abrasive/water jetting methods of preparation, or combinations of the above. If steam or water

cleaning methods of chloride removal are utilized over surfaces where the coating has been completely removed, and the water does not contact any lead containing coatings, the water does not have to be collected. The Contractor shall provide the proposed procedures for chloride remediation in the Surface Preparation/Painting Plan.

Upon completion of the chloride remediation steps, the Contractor shall use cell methods of field chloride extraction and test procedures (e.g., silver dichromate) accepted by the Engineer, to test representative surfaces that were previously rusted (e.g., pitted steel) for the presence of remaining chlorides. Remaining chloride levels shall be no greater than $7\mu g/sq$ cm as read directly from the surface without any multiplier applied to the results. The testing must be performed, and the results must be acceptable, prior to painting each day.

A minimum of 5 tests per 1000 sq. ft. (93 sq m) or fraction thereof completed in a given day, shall be conducted at project start up. If results greater than 7 µg/sq cm are detected, the surfaces shall be recleaned and retested at the same frequency. If acceptable results are achieved on three consecutive days in which testing is conducted, the test frequency may be reduced to 1 test per 1000 sq. ft. (93 sq. m) prepared each day provided the chloride remediation process remains unchanged. If unacceptable results are encountered, or the methods of chloride remediation are changed, the Contractor shall resume testing at a frequency of 5 tests per 1000 sq. ft. (93 sq. m).

Following successful chloride testing the chloride test areas shall be cleaned. SSPC-SP15, Commercial Grade Power Tool Cleaning can be used to clean the test locations when the specified degree of cleaning is SSPC-SP10.

<u>Surface Condition Prior to Painting (HOLD POINT)</u>. Prepared surfaces shall meet the requirements of the respective degrees of cleaning immediately prior to painting, and shall be painted before rusting appears on the surface. If rust appears or bare steel remains unpainted for more than 12 hours, the affected area shall be prepared again at the expense of the Contractor.

All loose paint and surface preparation cleaning residue on bridge steel surfaces, scaffolding and platforms, containment materials, and tops of abutments and pier caps shall be removed prior to painting. When lead paint is being disturbed, cleaning shall be accomplished by HEPA vacuuming unless it is conducted within a containment that is designed with a ventilation system capable of collecting the airborne dust and debris created by sweeping and blowing with compressed air.

The quality of surface preparation and cleaning of surface dust and debris must be accepted by the Engineer prior to painting. The Engineer has the right to reject any work that was performed without adequate provision for QA observations to accept the degree of cleaning. Rejected coating work shall be removed and replaced at the Contractor's expense.

General Paint Requirements. Paint storage, mixing, and application shall be accomplished according to these specifications and as specified in the paint manufacturer's written instructions and product data sheets for the paint system used. In the event of a conflict between these specifications and the coating manufacturers' instructions and data sheets, the Contractor shall advise the Engineer and comply with the Engineer's written resolution. Until a resolution is provided, the most restrictive conditions shall apply.

Unless noted otherwise, if a new concrete deck or repair to an existing deck is required, painting shall be done after the deck is placed and the forms have been removed.

a) Paint Storage and Mixing. All Paint shall be stored according to the manufacturer's published instructions, including handling, temperatures, and warming as required prior to mixing. All coatings shall be supplied in sealed containers bearing the manufacturers name, product designation, batch number and mixing/thinning instructions. Leaking containers shall not be used.

The Contractor shall only use batches of material that have an IDOT MISTIC approval number. For multi-component materials, the batch number from one component is tested with specific batch numbers from the other component(s). Only the same batch number combinations that were tested and approved shall be mixed together for use.

Mixing shall be according to the manufacturer's instructions. Thinning shall be performed using thinner provided by the manufacturer, and only to the extent allowed by the manufacturer's written instructions. In no case shall thinning be permitted that would cause the coating to exceed the local Volatile Organic Compound (VOC) emission restrictions. For multiple component paints, only complete kits shall be mixed and used. Partial mixing is not allowed.

The ingredients in the containers of paint shall be thoroughly mixed by mechanical power mixers according to the manufacturer's instructions, in the original containers before use or mixing with other containers of paint. The paint shall be mixed in a manner that will break up all lumps, completely disperse pigment and result in a uniform composition. Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container. Excessive skinning or

partial hardening due to improper or prolonged storage will be cause for rejection of the paint, even though it may have been previously inspected and accepted and the container may have been unopened.

Multiple component coatings shall be discarded after the expiration of the pot life. Single component paint shall not remain in spray pots, paint buckets, etc. overnight. It shall be stored in a covered container and remixed before use.

The Engineer reserves the right to sample field paint (individual components and/or the mixed material) and have it analyzed. If the paint does not meet the product requirements due to excessive thinning or because of other field problems, the coating shall be removed from that section of the structure and replaced as directed by the Engineer.

b) Application Methods. Unless prohibited by the coating manufacturer's written instructions, paint may be applied by spray methods, rollers, or brushes. If applied with conventional or airless spray methods, paint shall be applied in a uniform layer with overlapping at the edges of the spray pattern.

The painters shall monitor the wet film thickness of each coat during application. The wet film thickness shall be calculated based on the solids by volume of the material and the amount of thinner added. When the new coating is applied over an existing system, routine QC inspections of the wet film thickness shall be performed in addition to the painter's checks in order to establish that a proper film build is being applied.

When brushes or rollers are used to apply the coating, additional applications may be required to achieve the specified thickness per layer.

- c) Field Touch Up of Shop-Coated Steel. After cleaning, rusted and damaged areas of shop-primed inorganic zinc shall be touched up using epoxy mastic. Damaged areas of shop-applied intermediate shall be touched-up using the same intermediate specified for painting the existing structure. Following touch up, the remaining coats (intermediate and finish, or finish only, depending on the number of coats applied in the shop) shall be the same materials specified for painting the existing structure. When inorganic zinc has been used as the shop primer, a mist coat of the intermediate coat shall be applied before the application of the full intermediate coat in order to prevent pinholing and bubbling.
- d) Recoating and Film Continuity (HOLD POINT for each coat). Paint shall be considered dry for recoating according to the time/temperature/humidity criteria provided in the manufacturer's instructions and when an additional coat can be applied without the development of film irregularities; such as lifting, wrinkling, or loss of adhesion of the under coat. The coating shall be considered to be too cured for recoating based on the maximum recoat times stipulated by the coating manufacturer. If the maximum recoat times are exceeded, written instructions from the manufacturer for preparing the surface to receive the next coat shall be provided to the Engineer. Surface preparation and application shall not proceed until the recommendations are accepted by the Engineer in writing. If surfaces are contaminated, washing shall be accomplished prior to intermediate and final coats. Wash water does not have to be collected unless the water contacts existing lead containing coatings.

Painting shall be done in a neat and workmanlike manner. Each coat of paint shall be applied as a continuous film of uniform thickness free of defects including, but not limited to, runs, sags, overspray, dry spray, pinholes, voids, skips, misses, and shadow-through. Defects such as runs and sags shall be brushed out immediately during application. Dry spray on the surface of previous coats shall be removed prior to the application of the next coat.

Paint Systems. The paint system(s) from the list below shall be applied as specified.

The paint manufacturer's relative humidity, dew point, and material, surface, and ambient temperature restrictions shall be provided with the submittals and shall be strictly followed. Written recommendations from the paint manufacturer for the length of time each coat must be protected from cold or inclement weather (e.g., exposure to rain), during the drying period shall be included in the submittals. Upon acceptance by the Engineer, these times shall be used to govern the duration that protection must be maintained during drying.

Where stripe coats are indicated, the Contractor shall apply an additional coat to edges, rivets, bolts, crevices, welds, and similar surface irregularities. The stripe coat shall be applied by brush or spray, but if applied by spray, it shall be followed immediately by brushing to thoroughly work the coating into or on the irregular surfaces, and shall extend onto the surrounding steel a minimum of 1 in. (25 mm) in all directions. The purpose of the stripe coat is to assure complete coverage of crevices and to build additional thickness on edges and surface irregularities. If the use of the brush on edges pulls the coating away, brushing of edges can be eliminated, provided the additional coverage is achieved by spray. Measurement of stripe coat thickness is not required, but the Contractor shall visually confirm that the stripe coats are providing the required coverage.

The stripe coat may be applied as part of the application of the full coat unless prohibited by the coating manufacturer. If applied as part of the application process of the full coat, the stripe coat shall be allowed to dry for a minimum of 10 minutes in order to allow Contractor QC personnel to verify that the coat was applied. If a wet-on-wet stripe coat is prohibited by the coating manufacturer or brush or roller application of the full coat pulls the underlying stripe coat, the stripe coat shall dry according to the manufacturers' recommended drying times prior to the application of the full coat. In the case of the prime coat, the full coat can also be applied first to protect the steel, followed by the stripe coat after the full coat has dried.

The thicknesses of each coat as specified below shall be measured according to SSPC-PA2, using Coating Thickness Restriction Level 3 (spot measurements 80% of the minimum and 120% of the maximum, provided the entire area complies with the specified ranges).

- a) System 1 OZ/E/U for Bare Steel: System 1 shall consist of the application of a full coat of organic (epoxy) zinc-rich primer, a full intermediate coat of epoxy, and a full finish coat of aliphatic urethane. Stripe coats of the prime and finish coats shall be applied. The film thicknesses of the full coats shall be as follows:
 - One full coat of organic zinc-rich primer between 3.5 and 5.0 mils (90 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.
 - One full intermediate coat of epoxy between 3.0 and 6.0 mils (75 and 150 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
 - One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 9.0 and 15.0 mils (225 and 375 microns).

b) System 2 – PS/EM/U – for Overcoating an Existing System: System 2 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of aliphatic urethane.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of aliphatic urethane shall be applied. The film thicknesses shall be as follows:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.5 and 13.0 mils (215 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- c) System 3 EM/EM/AC for Bare Steel: System 3 shall consist of the application of two full coats of aluminum epoxy mastic and a full finish coat of waterborne acrylic. Stripe coats for first coat of epoxy mastic and the finish coat shall be applied. The film thicknesses of the full coats shall be as follows:
 - One full coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The first coat of aluminum epoxy mastic shall be tinted a contrasting color with the blast cleaned surface and the second coat.
 - One full intermediate coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The intermediate coat shall be a contrasting color to the first coat and the finish coat.
 - A full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 12.0 and 18.0 mils (360 and 450 microns).

d) System 4 – PS/EM/AC – for Overcoating an Existing System: System 4 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of waterborne acrylic.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of waterborne acrylic shall be applied. The film thicknesses shall be as follows:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.0 and 13.0 mils (200 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- e) System 5 MCU for Bare Steel: System 5 shall consist of the application of a full coat of moisture cure urethane (MCU) zinc primer, a full coat of MCU intermediate, and a full coat of MCU finish. Stripe coats of the prime and finish coats shall be applied. The Contractor shall comply with the manufacturer's requirements for drying times between the application of the stripe coats and the full coats. The film thicknesses of the full coats shall be as follows:
 - One full coat of MCU zinc primer between 3.0 and 5.0 mils (75 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.
 - One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
 - One full MCU finish coat between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 8.0 and 13.0 mils (200 and 325 microns).

f) System 6 – MCU – for Overcoating an Existing System: System 6 shall consist of the application of a full coat of moisture cure urethane (MCU) penetrating sealer, a spot coat of MCU intermediate, and a stripe and full coat of MCU finish.

A full coat of MCU penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of MCU intermediate on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full coat of MCU finish shall be applied. The Contractor shall comply with the manufacturer's requirements for drying time between the application of the stripe coat and the full finish coat. The film thicknesses shall be as follows:

- One full coat of MCU sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The color shall contrast with the finish coat.
- One full MCU finish coat 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 6.0 and 10.0 mils (150 and 250 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

<u>Application of Paint System over Galvanizing:</u> If galvanized surfaces are present and specified to be painted, the Contractor shall apply one of the following as designated on the plans:

- A 2-coat system consisting of a full aluminum epoxy mastic coat and a full waterborne acrylic finish coat from System 3. If red
 rust is visible, rusted areas shall be spot primed with aluminum epoxy mastic prior to the application of the full coat of
 aluminum epoxy mastic.
- A 2-coat system consisting of a full epoxy coat and a full urethane coat from System 1. If red rust is visible, rusted areas shall
 be spot primed with organic zinc prior to the application of the full coat of epoxy.

<u>Surface Preparation and Painting of Galvanized Fasteners:</u> The Contractor shall prepare all fasteners (i.e., galvanized nuts, bolts, etc.) by power tool cleaning in accordance with SSPC-SP 2 or SSPC-SP3 to remove loose material. Following hand/power tool cleaning and prior to painting, the surfaces shall be solvent cleaned according to SSPC-SP 1. Slight stains of torqueing compound dye may remain after cleaning provided the dye is not transferred to a cloth after vigorous rubbing is acceptable. If any dye is transferred to a cloth after vigorous rubbing, additional cleaning is required.

The fasteners shall be coated with one coat of an aluminum epoxy mastic meeting the requirements of Article1008.03 and the same acrylic or urethane topcoat specified above for use on galvanized members.

Repair of Damage to New Coating System and Areas Concealed by Containment. The Contractor shall repair all damage to the newly installed coating system and areas concealed by the containment/protective covering attachment points, at no cost to the Department. The process for completing the repairs shall be included in the submittals. If the damage extends to the substrate and the original preparation involved abrasive blast cleaning, the damaged areas shall be prepared to SSPC-SP15 Power Tool Cleaning - Commercial Grade. If the original preparation was other than blast cleaning or the damage does not extend to the substrate, the loose, fractured paint shall be cleaned to Power Tool Cleaning - Modified SP3.

The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating.

If the bare steel is exposed, all coats shall be applied to the prepared area. For damaged galvanizing, the first coat shall be aluminum epoxy mastic. If only the intermediate and finish coats are damaged, the intermediate and finish shall be applied. If only the finish coat is damaged, the finish shall be applied.

Special Instructions.

a) At the completion of the work, the Contractor shall stencil the painting date and the paint code on the bridge. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the Contractor)" and shall show the month and year in which the painting was completed, followed by the appropriate code for the coating material applied, all stenciled on successive lines:

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CODE U (for field applied System 3 or System 4).
CODE Z (for field applied System 1 or System 2).
CODE AA (for field applied System 5 or System 6).
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This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near both ends of the bridge facing traffic, or at some equally visible surface near the end of the bridge, as designated by the Engineer.

- b) All surfaces painted inadvertently shall be cleaned immediately.
- c) Caulking complex structures. Pack rust shall be removed prior to the application of the approved sealant as per the Laminar and Stratified Rust article of this special provision. Chloride shall be remediated as specified elsewhere in this provision. The caulk shall be compatible with the approved paint system, and applied in accordance with the paint manufacturers recommendations as described in the Contractors submittal

The following coatings shall be applied prior to the application of the caulk. Stripe coat of organic zinc primer, full coat of organic zinc primer, intermediate epoxy stripe coat, full coat of epoxy intermediate, full coat of urethane finish. Apply caulk after the urethane has dried for top coating. After the caulk has been applied it shall be allowed to dry to coat according the manufacturer's written recommendations and a stripe coat of urethane applied to all areas of caulking.

Alternatively, as directed by the Engineer, apply the caulking after the intermediate coat has dried for overcoating. After the caulking has dried according to the manufacturer's written recommendations, apply the urethane finish over the caulking and intermediate coat.

- All vertical, diagonal and horizonal lapping members shall be caulked along the top and sides. The bottom shall remain open for drainage.
- Locations where pack rust was removed leaving a gap between two steel surfaces shall also be caulked. Locations greater
 than ¼ inch in depth shall be filled with a closed cell backer rod in accordance with the caulking manufacturer's instructions
 prior to the application of the caulk.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

<u>Basis of Payment.</u> This work shall be paid for at the contract Lump Sum price for CLEANING AND PAINTING STEEL BRIDGE, at the designated location, or for CLEANING AND PAINTING the structure or portions thereof described. Payment will not be authorized until all requirements for surface preparation and painting have been fulfilled as described in this specification, including the preparation and submittal of all QC documentation. Payment will also not be authorized for non-conforming work until the discrepancy is resolved in writing.

Appendix 1 - Reference List

The Contractor shall maintain the following regulations and references on site for the duration of the project:

- Illinois Environmental Protection Act
- ASTM D 4214, Standard Test Method for Evaluating Degree of Chalking of Exterior Paint Films
- ASTM D 4285, Standard Test Method for Indicating Oil or Water in Compressed Air
- ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
- SSPC-AB 1, Mineral and Slag Abrasives
- SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives
- SSPC-AB 3. Ferrous Metallic Abrasive
- SSPC-PA 2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
- SSPC-PA 17, Procedure for Determining Conformance to Steel Profile/Surface Roughness/Peak Count Requirements
- SSPC-QP 1, Standard Procedure for Evaluating Painting Contractors (Field Application to Complex Structures)
- SSPC-QP 2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint
- SSPC-SP 1, Solvent Cleaning
- SSPC-SP 2, Hand Tool Cleaning
- SSPC-SP 3, Power Tool Cleaning
- SSPC-SP 10/NACE No. 2, Near White Metal Blast Cleaning
- SSPC-SP WJ-4, Waterjet Cleaning of Metals Light Cleaning
- SSPC-SP 15, Commercial Grade Power Tool Cleaning
- SSPC-SP 16, Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals
- SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning
- SSPC-VIS 3, Visual Standard for Power- and Hand-Tool Cleaned Steel
- SSPC-VIS 4, Guide and Reference Photographs for Steel Cleaned by Water Jetting
- SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning
- The paint manufacturer's application instructions, MSDS and product data sheets

5. Containment and Disposal of NON-Lead Paint cleaning Residues

Effective: November 25, 2004 Revised: April 22, 2016

<u>Description</u>. This work shall consist of the containment, collection, temporary storage, transportation and disposal of waste from non-lead paint removal projects. Waste requiring containment and control includes, but is not limited to, old paint, spent abrasives, corrosion products, mill scale, dirt, dust, grease, oil, and salts.

<u>General</u>. This specification provides the requirements for the control of paint removal waste when the existing coatings do not contain lead. If the coatings contain lead, use specification "Containment and Disposal of Lead Paint Cleaning Residues." The Contractor shall take reasonable and appropriate precautions to protect the public from the inhalation or ingestion of dust and debris from their paint removal and cleanup operations and is responsible for the clean-up of all spills of waste at no additional cost to the Department.

The Contractor shall comply with the requirements of this Specification and all applicable Federal, State, and Local laws, codes, and regulations, including, but not limited to the regulations of the United States Environmental Protection Agency (USEPA), Occupational Safety and Health Administration (OSHA), and Illinois Environmental Protection Agency (IEPA). The Contractor shall comply with all applicable regulations even if the regulation is not specifically referenced herein. If a Federal, State, or Local regulation is more restrictive than the requirements of this Specification, the more restrictive requirements shall prevail.

<u>Submittals</u>. The Contractor shall submit for Engineer review and acceptance, the following drawings and plans for accomplishing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

a) Containment Plans. The containment plans shall include drawings, equipment specifications, and calculations (e.g., wind load). The plans shall include copies of the manufacturer's specifications for the containment materials and equipment that will be used to accomplish containment and ventilation.

When required by the contract plans, the containment submittal shall provide calculations that assure the structural integrity of the bridge when it supports the containment and the calculations and drawings shall be signed and sealed by a Structural Engineer licensed in the state of Illinois.

When working over the railroad or navigable waterways, the Department will notify the respective agencies that work is being planned. Unless otherwise noted in the plans, the Contractor is responsible for follow up contact with the agencies, and shall provide evidence that the railroad, Coast Guard, Corps of Engineers, and other applicable agencies are satisfied with the clearance provided and other safety measures that are proposed.

- b) Waste Management Plan. The Waste Management Plan shall address all aspects of handling, storage, testing, hauling and disposal of all project waste, including waste water. Include the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. Submit the name and qualifications of the laboratory proposed for Toxicity Characteristic Leaching Procedure (TCLP) analysis.
- c) Contingency Plan. The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of supplied air system or any other event that may require modification of standard operating procedures. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency.

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the plans does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations, this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

<u>Quality Control (QC) Inspections</u>. The Contractor shall perform first line, in process QC inspections of all environmental control and waste handling aspects of the project to verify compliance with these specification requirements and the accepted drawings and plans. Contractor QC inspections shall include, but not be limited to the following:

- Proper installation and continued performance of the containment system(s) in accordance with the approved drawings.
- Visual inspections of emissions into the air and verification that the cause(s) for any unacceptable emissions is corrected.
- Visual inspections of spills or deposits of contaminated materials into the water or onto the ground, pavement, soil, or slope
 protection. Included is verification that proper cleanup is undertaken and that the cause(s) of unacceptable releases is corrected.
- Proper implementation of the waste management plan including laboratory analysis and providing the results to the Engineer within the time frames specified herein.
- Proper implementation of the contingency plans for emergencies.

<u>Quality Assurance (QA) Observations</u>. The Engineer will conduct QA observations of any or all of the QC monitoring inspections that are undertaken. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of its own and to comply with all requirements of this Specification.

<u>Containment Requirements</u>. The Contractor shall install and maintain containment systems surrounding the work for the purpose of controlling emissions of dust and debris according to the requirements of this specification. Working platforms and containment materials that are used shall be firm and stable and platforms shall be designed to support the workers, inspectors, spent surface preparation media (e.g., abrasives), and equipment during all phases of surface preparation and painting. Platforms, cables, and other supporting structures shall be designed according to OSHA regulations. If the containment needs to be attached to the structure, the containment shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

The containment shall be dropped in the event of sustained winds of 40 mph (64 kph) or greater and all materials and equipment secured.

The Contractor shall provide drawings showing the containment system and indicating the method(s) of supporting the working platforms and containment materials to each other and to the bridge.

When directed in the contract plans, the Contractor shall submit calculations and drawings, signed and sealed by a Structural Engineer licensed in the state of Illinois, that assure the structural integrity of the bridge under the live and dead loads imposed, including the design wind loading.

When working over railroads, the Contractor shall provide evidence that the proposed clearance and the safety provisions that will be in place (e.g., flagman) are acceptable to the railroad. In the case of work over navigable waters, the Contractor shall provide evidence that the proposed clearance and provisions for installing or moving the containment out of navigation lanes is acceptable to authorities such as the Coast Guard and Army Corps of Engineers. The Contractor shall include plans for assuring that navigation lighting is not obscured, or if it is obscured, that temporary lighting is acceptable to the appropriate authorities (e.g., Coast Guard) and will be utilized.

Engineer review and acceptance of the drawings and calculations shall not relieve the Contractor from the responsibility for the safety of the working platforms and containment. After the work platforms and containment materials are erected additional measures may be needed to ensure worker safety according to OSHA regulations. The Contractor shall institute such measures at no additional cost to the Department.

Containment for the cleaning operation of this contract is defined as follows:

- The containment system shall confine emissions of dust and debris to the property line.
- The containment systems shall comply with the specified SSPC Guide 6 classifications, as applicable, as presented in Table 1 for the method of paint removal utilized.

The Contractor shall take appropriate action to avoid personnel injury or damage to the structure from the installation and use of the containment system. If the Engineer determines that there is the potential for structural damage caused by the installed containment system, the Contractor shall take appropriate action to correct the situation.

The containment systems shall also meet the following requirements:

a) Dry Abrasive Blast Cleaning - (SSPC Class 2A)

The enclosure shall be designed, installed, and maintained to sustain maximum anticipated wind forces. Flapping edges of containment materials are prohibited and the integrity of all containment materials shall be maintained for the duration of the project.

When the location of the work on the bridge, or over lane closures permit, the blast enclosure shall extend a minimum of 3 ft (1 m) beyond the limits of surface preparation to allow the workers to blast away from, rather than into the seam between the containment and the structure.

b) Vacuum Blast Cleaning

Vacuum blasting equipment shall be fully automatic and capable of cleaning and recycling the abrasive. The system shall be designed to deliver cleaned, recycled blasting abrasives and provide a closed system containment during blasting. The removed coating, mill scale, and corrosion shall be separated from the abrasive, and stored for disposal. No additional containment is required but escaping abrasive, paint chips, and debris shall be cleaned from the work area at the end of each day.

c) Power Tool Cleaning (SSPC-Class 3P)

The Contractor shall use containment materials (e.g., tarpaulins) to capture removed paint chips, rust, mill scale and other debris.

d) Vacuum-Shrouded Power Tool Cleaning/Hand Tool Cleaning

The Contractor shall utilize hand tools or power tools equipped with vacuums and High Efficiency Particulate Air (HEPA) filters. No additional containment is required but escaping and paint chips and debris shall be cleaned from the work area at the end of each day.

e) Water Jetting or Wet Abrasive Blast Cleaning for the Removal of Paint (SSPC Class 4W)

Water jetting or wet abrasive blast cleaning for the purpose of removing paint and surface debris shall be conducted within a containment designed, installed, and maintained in order to capture paint chips and debris. Collection of the water is not required. Mesh containment materials that capture paint chips and debris while allowing the water to pass through shall have openings a maximum of 25 mils (625 microns) in greatest dimension.

f) Water Washing

Water washing of the bridge for the purpose of removing chalk, dirt, grease, oil, bird nests, and other surface debris can be performed without additional containment provided paint chips and removed debris are removed and collected prior to washing or are cleaned from the site after cleaning is completed each day. At the Contractor's option, SSPC Class 4W permeable containment materials described above under "Water Jetting or Wet Abrasive Blast Cleaning for the Removal of Paint" can be used to collect the debris while the washing is underway.

Environmental Controls

a) Cleanliness of ground and water. At the end of each workday at a minimum, the work area outside of containment, including any ground tarpaulins that are used, shall be inspected to verify that paint removal debris (e.g., paint chips, abrasives, rust, etc.) is not present. If debris is observed, it shall be removed by hand, shoveling, sweeping, or vacuuming.

Upon project completion, the ground and water in and around the project site are considered to have been properly cleaned if paint chips, paint removal media (e.g., spent abrasives), fuel, materials of construction, litter, or other project debris have been removed, even if the material being cleaned was a pre-existing condition.

b) Visible Emissions. Emissions of dust and debris from the project shall not extend beyond the property line. If unacceptable visible emissions or releases beyond the property line are observed, the Contractor shall immediately shut down the emission-producing operations, clean up the debris, and change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future.

<u>Hygiene Facilities/Protective Clothing.</u> The Contractor shall provide clean lavatory and hand washing facilities according to OSHA regulations and make them available to IDOT project personnel.

The Contractor shall provide IDOT project personnel with all required protective clothing and equipment, including disposal or cleaning. Clothing and equipment includes but is not limited to disposable coveralls with hood, booties, disposable surgical gloves, hearing protection, and safety glasses. The protective clothing and equipment shall be provided and maintained on the job site for the exclusive,

continuous and simultaneous use by the IDOT personnel. This equipment shall be suitable to allow inspection access to any area in which work is being performed.

Site Emergencies.

- a) Stop Work. The Contractor shall stop work at any time the conditions are not within specifications and take the appropriate corrective action. The stoppage will continue until conditions have been corrected. Standby time and cost required for corrective action is at the Contractor's expense. The occurrence of the following events shall be reported in writing to IDOT and shall require the Contractor to automatically stop paint removal and initiate cleanup activities.
 - Break in containment barriers.
 - Visible emissions in excess of the specification tolerances
 - Serious injury within the containment area.
 - Fire or safety emergency
 - Respiratory system failure
 - Power failure
- b) Contingency Plans and Arrangements. The Engineer will refer to the contingency plan for site specific instructions in the case of emergencies.

The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of supplied air system or any other event that may require modification of standard operating procedures during paint removal and painting processes. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency. The Contractor shall post the telephone numbers and locations of emergency services including fire, ambulance, doctor, hospital, police, power company and telephone company.

A two-way radio, or equal, as approved by the Engineer, capable of summoning emergency assistance shall be available at each bridge during the time the Contractor's personnel are at the bridge site under this contract. The following emergency response equipment described in the contingency plan (generic form attached) shall be available during this time as well: an appropriate portable fire extinguisher, a 55 gal (208 L) drum, a 5 gal (19 L) pail, a long handled shovel, absorbent material (one bag).

A copy of the contingency plan shall be maintained at each bridge during cleaning operations and during the time the Contractor's personnel are at the bridge site under this contract. The Contractor shall designate the emergency coordinator(s) required who shall be responsible for the activities described.

An example of a contingency plan is included at the end of this Special Provision.

Collection, Temporary Storage, Transportation and Disposal of Waste.

All surface preparation/paint residues shall be collected daily and deposited in all-weather containers supplied by the Contractor as temporary storage. The storage area shall be secure to prevent unauthorized entry or tampering with the containers. Acceptable measures include storage within a fully enclosed (e.g., fenced in) and locked area, within a temporary building, or implementing other reasonable means to reduce the possibility of vandalism or exposure of the waste to the public or the environment (e.g., chains and locks to secure the covers of roll-off boxes). Waste shall not be stored outside of the containers.

No residues shall remain on uncontained surfaces overnight. Waste materials shall not be removed through floor drains or by throwing them over the side of the bridge. Flammable materials shall not be stored around or under any bridge structures.

The Contractor shall have each waste stream sampled for each project and tested by TCLP and according to EPA and disposal company requirements. The Engineer shall be notified in advance when the samples will be collected. The samples shall be collected and shipped for testing within the first week of the project, with the results due back to the Engineer within 10 days. Testing shall be considered included in the pay item for "Containment and Disposal of Non-Lead Paint Cleaning Residues." Copies of the test results shall be provided to the Engineer prior to shipping the waste. If the waste tests hazardous, the Contractor shall comply with all provision of "Collection, Temporary Storage, Transportation and Disposal of Waste" found in specification "Containment and Disposal of Lead Paint Cleaning Residues," except additional costs will be paid for according to Article 109.04.

If the waste is found to be non-hazardous as determined by TCLP testing, the waste shall be classified as a non-hazardous special waste, transported by a licensed waste transporter, and disposed of at an IEPA permitted disposal facility in Illinois.

The waste shall be shipped to the disposal facility within 90 days of the first accumulation of the waste in the containers. When permitted by the Engineer, waste from multiple bridges in the same contract may be transported by the Contractor to a central waste storage location(s) approved by the Engineer in order to consolidate the material for pick up, and to minimize the storage of waste containers at multiple remote sites after demobilization. Arrangements for the final waste pickup shall be made with the waste hauler by the time blast cleaning operations are completed or as required to meet the 90-day limit stated above.

All other project waste shall be removed from the site according to Federal, State and Local regulations, with all waste removed from the site prior to final Contractor demobilization.

The Contractor shall make arrangements to have other hazardous waste, which he/she generates, such as used paint solvent, transported to the Contractor's facility at the end of each day that this waste is generated. These hazardous wastes shall be manifested using the Contractor's own generator number to a treatment or disposal facility from the Contractor's facility. The Contractor shall not combine solvents or other wastes with cleaning residue wastes. All waste streams shall be stored in separate containers.

The Contractor is responsible for the payment of any fines and undertaking any cleanup activities mandated by State or federal environmental agencies for improper waste handling, storage, transportation, or disposal.

<u>Basis of Payment</u>. The containment, collection, temporary storage, transportation, testing and disposal of all project waste, and all other work described herein will be paid for at the contract lump sum price for CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES at the designated location. Payment will not be authorized until all requirements have been fulfilled as described in this specification, including the submittal of waste test results, and disposal of all waste.

Table 1 Containment Criteria for Removal of Paint and Other Debris¹					
Removal Method	SSPC Class ²	Containment Material Flexibility	Containment Material Permeability ³	Containment Support Structure	Containment Material Joints
Hand Tool Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/ Vacuum	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/o Vacuum ⁵	3P	Rigid or Flexible	Permeable	Minimal	Partially Sealed
Water Jetting, Wet Abrasive Blast ⁶	4W	Flexible	Permeable	Flexible or Minimal	Partially Sealed
Water Cleaning ⁷	None	See Note 7	See Note 7	See Note 7	See Note 7
Open Abrasive Blast Cleaning ⁸	2A	Rigid or Flexible	Impermeable	Rigid or Flexible	Fully Sealed
Vacuum Blast Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4

Table 1 (Continued) Containment Criteria for Removal of Paint and Other Debris¹					
Removal Method	SSPC Class ²	Containment Entryway	Ventilation System Required	Negative Pressure Required	Exhaust Filtration Required
Hand Tool Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/ Vacuum	None	See Note 4	See Note 4	See Note 4	See Note 4
Power Tool Cleaning w/o Vacuum ⁵	3P	Open Seam	No	No	No
Water Jetting, Wet Abrasive Blast ⁶	4W	Open Seam	No	No	No
Water Cleaning ⁷	None	See Note 7	See Note 7	See Note 7	See Note 7
Open Abrasive Blast Cleaning ⁸	2A	Resealable or Overlap	Yes	Yes	Yes
Vacuum Blast Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4

Notes:

¹This table provides general design criteria only. It does not guarantee that specific controls over emissions will occur because unique site conditions must be considered in the design. Other combinations of materials may provide controls over emissions equivalent to or greater than those combinations shown above.

²The SSPC Classification is based on SSPC Guide 6.

³Permeability addresses both air and water as appropriate. In the case of water removal methods, the containment materials must be resistant to water. When ground covers are used they shall be of sufficient strength to withstand the impact and weight of the debris and the equipment used for collection and clean-up.

⁴Containment is not required provided paint chips and debris are removed from the ground and surfaces in and around the worksite at the end of each day. Ground tarpaulins can be used to simplify the cleanup. At the Contractor's option, permeable containment materials may be suspended under the work area to capture the debris at the time of removal. Permeable materials for the purpose of this specification are defined as materials with openings measuring 25 mils or less in greatest dimension.

⁵This method involves open power tool cleaning. The containment consists of permeable materials suspended beneath the work area to capture debris. As an option, if the work is close to the ground or bridge deck, ground covers can be used to capture the paint chips and debris for proper disposal.

⁶This method involves water jetting (with and without abrasive) and wet abrasive blast cleaning where the goal is to remove paint. Permeable containment materials are used to capture removed paint chips, debris, and abrasives (in the case of wet abrasive blast cleaning) while allowing the water to pass through. Permeable materials for the purpose of this specification are defined as materials with openings measuring 25 mils (625 microns) or less in greatest dimension.

⁷Chips and debris can be removed from the ground at the end of each shift, or the Contractor can install a Class 4W containment in the work area to collect the debris while allowing the water to pass through (see note 6)

⁸This method involves dry abrasive blast cleaning. Dust and debris shall not be permitted to escape from the containment.

Containment Components - The basic components that make up containment systems are defined below. The components are combined in Table 1 to establish the minimum containment system requirements for the method(s) of paint removal specified for the Contract.

1. Rigidity of Containment Materials - Rigid containment materials consist of solid panels of plywood, aluminum, rigid metal, plastic, fiberglass, composites, or similar materials. Flexible materials consist of screens, tarps, drapes, plastic sheeting, or similar materials. When directed by the Engineer, do not use flexible materials for horizontal surfaces directly over traffic lanes or vertical surfaces in close proximity to traffic lanes. If the Engineer allows the

use of flexible materials, the Contractor shall take special precautions to completely secure the materials to prevent any interference with traffic.

- 2. Permeability of Containment Materials The containment materials are identified as air impenetrable if they are impervious to dust or wind such as provided by rigid panels, coated solid tarps, or plastic sheeting. Air penetrable materials are those that are formed or woven to allow air flow. Water impermeable materials are those that are capable of containing and controlling water when wet methods of preparation are used. Water permeable materials allow the water to pass through. Chemical resistant materials are those resistant to chemical and solvent stripping solutions. Use fire retardant materials in all cases.
- 3. Support Structure Rigid support structures consist of scaffolding and framing to which the containment materials are affixed to minimize movement of the containment cocoon. Flexible support structures are comprised of cables, chains, or similar systems to which the containment materials are affixed. Use fire retardant materials in all cases.
- 4. Containment Joints Fully sealed joints require that mating surfaces between the containment materials and to the structure being prepared are completely sealed. Sealing measures include tape, caulk, Velcro, clamps, or other similar material capable of forming a continuous, impenetrable or impermeable seal. When materials are overlapped, a minimum overlap of 8 in. (200 mm) is required.
- 5. Entryway An airlock entryway involves a minimum of one stage that is fully sealed to the containment and which is maintained under negative pressure using the ventilation system of the containment. Resealable door entryways involve the use of flexible or rigid doors capable of being repeatedly opened and resealed. Sealing methods include the use of zippers, Velcro, clamps, or similar fasteners. Overlapping door tarpaulin entryways consist of two or three overlapping door tarpaulins.
- 6. Mechanical Ventilation The requirement for mechanical ventilation is to ensure that adequate air movement is achieved to reduce worker exposure to toxic metals to as low as feasible according to OSHA regulations (e.g., 29 CFR 1926.62), and to enhance visibility. Natural ventilation does not require the use of mechanical equipment for moving dust and debris through the work area.
- Negative Pressure When specified, achieve a minimum of 0.03 in.(7.5 mm) water column (W.C.) relative to
 ambient conditions, or confirm through visual assessments for the concave appearance of the containment
 enclosure.
- Exhaust Ventilation When mechanical ventilation systems are specified, provide filtration of the exhaust air, to achieve a filtration efficiency of 99.9 percent at 0.5 microns.

CONTINGENCY PLAN FOR NON-LEAD BASED PAINT REMOVAL PROJECTS

Bridg	e No.:
Local	tion:
Note:	
1.	A copy of this plan must be kept at the bridge while the Contractor's employees are at the site.
2.	A copy of the plan must be mailed to the police and fire departments and hospital identified herein.
Prima	ary Emergency Coordinator
Name	9:
Addre	ess:
City:	
Phon	e: (Work) (Home)
	(Home)
Alterr	nate Emergency Coordinator
Name	e:
Addre	ess:
City:	
	e: (Work)
	(Home)

Emergency Response Agencies

POLICE	:				
1.	State Police (if bridge not in city) Phone:_				
	District No.				
	Address:				
2.	County Sheriff Phone:				
	County:				
	Address:		-		
3.	City Police	Phone:	-		
	District No.				
	Address:		-		
Arrange	ments made with police: (Describe arrange	ments or refusal by police to make arrangemen	ts):		
FIRE:					
1.	City	Phone:			
1.			-		
			-		
2.	Fire DistrictPhone:		•		
	Name:				
	Address:		•		
3.		ne:			
			_		
			_		
Arrange	ments made with fire departments: (Descrik	oe arrangements or refusal by fire departments	to make arrangements):		
HOSPI	TAL:				
	Name:	Phone:	-		
	Address:				

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Arrangements made with hospital: (Describe arrangements or refusal by hospital to make arrangements):	
Properties of waste and hazard to health:	
Places where employees working:	
Location of Bridge:	
Types of injuries or illness which could result:	
Appropriate response to release of waste to the soil:	
Appropriate response to release of waste to surface water:	

Emergency Equipment at Bridge

Emergency Equipment List 1. Two-way radio	Location of Equipment Truck	Description of Equipment	Capability of Equipment Communication
2.Portable Fire Extinguisher	Truck		Extinguishes Fire
3. Absorbent Material	Truck		Absorbs Paint or Solvent Spills
4. Hand Shovel	Truck		Scooping Material
5. 208 L (55 Gallon) Drum	Truck		Storing Spilled Material
6. 19 L (5 Gallon) Pail	Truck		Storing Spilled Material

Emergency Procedure

- 1. Notify personnel at the bridge of the emergency and implement emergency procedure.
- 2. Identify the character, source, amount and extent of released materials.
- 3. Assess possible hazards to health or environment.
- Contain the released waste or extinguish fire. Contact the fire department if appropriate.
- 5. If human health or the environment is threatened, contact appropriate police and fire department. In addition, the Emergency Services and Disaster Agency needs to be called using their 24-hour toll free number (800-782-7860) and the National Response Center using their 24-hour toll free number (800-824-8802).
- 6. Notify the Engineer that an emergency has occurred.
- 7. Store spilled material and soil contaminated by spill, if any, in a drum or pail. Mark and label the drum or pail for disposal.
- 8. Write a full account of the spill or fire incident including date, time, volume, material, and response taken.
- 9. Replenish stock of absorbent material or other equipment used in response.

IDOT District One - Special Provisions

1. Temporary Information Signing

Effective: November 13, 1996 Revised: January 29, 2020

Description.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials

Materials shall be according to the following Articles of Section 1000 - Materials:

	ltem .	Article/Section		
a.)	Sign Base (Note 1)	1090		
b.)	Sign Face (Note 2)	1091		
c.)	Sign Legends	1091		
d.)	Sign Supports	1093		
e.)	Overlay Panels (Note 3)	1090.02		
Note 1.	The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.			
Note 2.	The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.			
Note 3.	The overlay panels shall be 0.08 inch (2 mm) thick.			

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing bridges, sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs and/or structures due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Method of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

2. KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)

Effective: January 22, 2003 Revised: August 10, 2017

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards, and the District Details.

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Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Engineer seventy–two (72) hours in advance of all long-term (24 hrs. or longer) lane closures.

Arterial lane closures not shown in the staging plans will not be permitted during peak traffic volume hours.

Peak traffic volume hours are defined as weekdays (Monday through Friday) from 6:00 AM to 9:00 AM and 3:00 PM to 6:00 PM.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at locations approved by the Engineer in accordance with Articles 701.08 and 701.11 of the Standard Specifications.

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ \$1,000 minimum

Two lanes blocked = \$ \$2,500 minimum

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

BDE SPECIAL PROVISIONS For the January 20, 2023 and March 10, 2023 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

Fil	e Name	#		Special Provision Title	Effective	Revised
	80099	1		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3		Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	4		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5		Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	6		Blended Finely Divided Minerals	April 1, 2021	
*	80241	7		Bridge Demolition Debris	July 1, 2009	
*	5053I	8		Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	5026I	9		Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80384	10		Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11		Completion Date (via calendar days)	April 1, 2008	
*	80199	12		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80261	13	_	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	14		Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	15		Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	16		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80447	17		Grading and Shaping Ditches	Jan. 1, 2023	
	80433	18		Green Preformed Thermoplastic Pavement Markings	Jan. 1, 202 1	Jan. 1, 2022
	80443	19		High Tension Cable Median Barrier Removal	April 1, 2022	
	80446	20		Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	
	80438			Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	22		Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80441			Performance Graded Asphalt Binder	Jan. 1, 2023	
*	3426I	24		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445		Ш	Seeding	Nov. 1, 2022	
	80340		\sqcup	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127			Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397		Ш	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391		\sqcup	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437		Ш	Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435		Ш	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410			Traffic Spotters	Jan. 1, 20 19	
*	20338		Ш	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	34	Ш	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2 022
		35	Ш	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	36	닏	Waterproofing Membrane System	Nov. 1, 2021	
	80302		\Box	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427			Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	39	Ш	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions have been deleted from use.

File Name	Special Provision Title	<u>Effective</u>	Revised
50481	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	Effective	Revised
80293	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	Articles 540.04 & 540.06	April 1, 2012	July 1, 2016
80311	Concrete End Sections for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	April 1, 2016
80422	High Tension Cable Median Barrier	Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02	Jan. 1, 2020	Jan. 1, 2022
80442	Hot-Mix Asphalt	Articles 1030.09 & 1030.10	Jan. 1, 2022	Aug. 1, 2022
80444	Hot-Mix Asphalt – Patching	Errata – Article 442.08(b)	April 1, 2022	•
80411	Luminaires, LED	Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06	April 1, 2019	Jan. 1, 2022
80418	Mechanically Stabilized Earth Retaining Walls	Articles 1003.07 & 1004.06	Nov. 1, 2019	Nov. 1, 2020
80430	Portland Cement Concrete - Haul Time	Article 1020.11(a)(7)	July 1, 2020	
80395	Sloped Metal End Section for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2018	
80318	Traversable Pipe Grate for Concrete End Sections	Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	Jan. 1, 2018

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: November 1, 2014

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

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

^{1/} Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit Technology List (http://www.epa.gov/cleandiesel/verification/verif-list.htm), or verified by the California Air Resources Board (CARB) (http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

^{2/} Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017 Revised: April 1, 2019

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

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
 - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
 - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

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

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
 - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.
 - Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).
 - (2) Major Delay. Labor will be the same as for a minor delay.

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

80384

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports1106.02"

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

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

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

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

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

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

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

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

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

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

- "(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.
- (k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.
 - Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.
- (I) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

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

CLEANING AND PAINTING EXISTING STEEL STRUCTURES

Effective: October 2, 2001 Revised: April 15, 2022

<u>Description.</u> This work shall consist of the preparation of all designated metal surfaces by the method(s) specified on the plans. This work also includes the painting of those designated surfaces. This work also includes caulking locations designated on the plans and painting with with the paint system(s) specified on the plans. The Contractor shall furnish all materials, equipment, labor, and other essentials necessary to accomplish this work and all other work described herein and as directed by the Engineer.

<u>Materials.</u> All materials to be used on an individual structure shall be produced by the same manufacturer.

The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material, except for the penetrating sealer, shall be tested and assigned a MISTIC approval number before use. The specified colors shall be produced in the coating manufacturer's facility. Tinting of the coating after it leaves the manufacturer's facility is not allowed.

The paint materials shall meet the following requirements of the Standard Specification and as noted below:

<u>Item</u>	<u>Article</u>
(a) Waterborne Acrylic	1008.04
(b) Aluminum Epoxy Mastic	1008.03
(c) Organic Zinc Rich Primer	1008.05
(d) Epoxy/ Aliphatic Urethane	1008.05
(e) Penetrating Sealer (Note 1)	
(f) Moisture Cured Zinc Rich Urethane Primer	(Note 2)
(g) Moisture Cured Aromatic/Aliphatic Urethand	e (Note 2)
(h) Moisture Cured Penetrating Sealer (Note 3))
(i) Caulk (Polyurethane Joint Sealant)	1050.04

- Note 1:The Epoxy Penetrating Sealer shall be a cross-linked multi component sealer. The sealer shall have the following properties:
 - (a) The volume solids shall be 98 percent (plus or minus 2 percent).
 - (b) Shall be clear or slightly tinted color.
- Note 2:These material requirements shall be according to the Special Provision for the Moisture Cured Urethane Paint System.
- Note 3: The Moisture Cured Penetrating Sealer manufacturer's certification will be required.

<u>Submittals.</u> The Contractor shall submit for Engineer review and acceptance, the following plans and information for completing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

- a) Contractor/Personnel Qualifications. Evidence of Contractor qualifications and the names and qualifications/experience/training of the personnel managing and implementing the Quality Control program and conducting the quality control tests, and certifications for the CAS (Coating Application Specialists) on SSPC-QP1 and QP2 projects.
- b) Quality Control (QC) Program. The QC Program shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The program shall incorporate at a minimum, the IDOT Quality Control Daily Report form, or a Contractor form (paper or electronic) that provides equivalent information.
- c) Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for washing, hand/power tool cleaning, removal of rust, mill scale, paint or foreign matter, abrasive blast or water jetting, and remediation of chloride. If detergents, additives, or inhibitors are incorporated into the water, the Contractor shall include the names of the materials and Safety Data Sheets (SDS). The Contractor shall identify the solvents proposed for solvent cleaning together with SDS.

If cleaning and painting over existing galvanized surfaces are specified, the plan shall address surface preparation, painting, and touch up/repair of the galvanized surfaces.

The plan shall also include the methods of coating application and equipment to be utilized.

If the Contractor proposes to heat or dehumidify the containment, the methods and equipment proposed for use shall be included in the Plan for the Engineer's consideration.

e) Paint Manufacturer Certifications and Letters. When a sealer is used, the Contractor shall provide the manufacturer's certification of compliance with IDOT testing requirements listed under "Materials" above. A certification regarding the compatibility of the sealer with the specified paint system shall also be included.

When rust inhibitors are used, the Contractor shall provide a letter from the coating manufacturer indicating that the inhibitor is compatible with, and will not adversely affect the performance of the coating system.

If the use of a chemical soluble salt remover is proposed by the Contractor, provide a letter from the coating manufacturer indicating that the material will not adversely affect the performance of the coating system.

The paint manufacturer's most recent application and thinning instructions, SDS and product data sheets shall be provided, with specific attention drawn to storage temperatures, and the temperatures of the material, surface and ambient air at the time of application.

A letter or written instructions from the coating manufacturer shall be provided indicating the length of time that each coat must be protected from cold or inclement weather (e.g., exposure to rain) during its drying period, the maximum recoat time for each coat, and the steps necessary to prepare each coat for overcoating if the maximum recoat time is exceeded.

- f) Abrasives. Abrasives to be used for abrasive blast cleaning, including SDS. For expendable abrasives, the Contractor shall provide certification from the abrasive supplier that the abrasive meets the requirements of SSPC-AB1. For steel grit abrasives, the certification shall indicate that the abrasive meets the requirements of SSPC-AB3.
- g) Protective Coverings. Plan for containing or controlling paint debris (droplets, spills, overspray, etc.). Any tarpaulins or protective coverings proposed for use shall be fire retardant. For submittal requirements involving the containment used to remove lead paint, the Contractor shall refer to Special Provision for Containment and Disposal of Lead Paint Cleaning Residues.
- h) Progress Schedule. Progress schedule shall be submitted per Article 108.02 and shall identify all major work items (e.g., installation of rigging/containment, surface preparation, and coating application).

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any paint removal work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations and this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

Contractor Qualifications. Unless indicated otherwise on the contract plans, for non lead abatement projects, the painting Contractor shall possess current SSPC-QP1 certification. Unless indicated otherwise on the plans, for lead abatement projects the Contractor shall also possess current SSPC-QP2 certification. The Contractor shall maintain certified status throughout the duration of the painting work under the contract. The Department reserves the right to accept Contractors documented to be currently enrolled in the SSPC-QP7, Painting Contractor Introductory Program, Category 2, in lieu of the QP certifications noted above.

Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections. The Contractor shall implement the submitted and accepted QC Program to ensure that the work accomplished complies with these specifications. The designated Quality Control inspector shall be onsite full time during any operations that affect the quality of the coating system (e.g., surface preparation and chloride remediation, coating mixing and application, and evaluations between coats and upon project completion). The Contractor shall use the IDOT Quality Control Daily Report form to record the results of quality control tests. Alternative forms (paper or electronic) will be allowed provided they furnish equivalent documentation as the IDOT form, and they are accepted as part of the QC Program submittal. The completed reports shall be turned into the Engineer before work resumes the following day. The Engineer or designated representative will sign the report. The signature is an acknowledgment that the report has been received, but should not be construed as an agreement that any of the information documented therein is accurate.

Contractor QC inspections shall include, but not be limited to the following:

- Suitability of protective coverings and the means employed to control project debris and paint spills, overspray, etc.
- Ambient conditions
- Surface preparation (solvent cleaning, pressure washing including chalk tests, hand/power tool or abrasive blast cleaning, etc.)
- Chloride remediation
- Coating application (specified materials, mixing, thinning, and wet/dry film thickness)
- Recoat times and cleanliness between coats
- Coating continuity and coverage (freedom from runs, sags, overspray, dryspray, pinholes, shadow-through, skips, misses, etc.)

The personnel managing the Contractor's QC Program shall possess a minimum classification of Society of Protective Coatings (SSPC) BCI certified, National Association of Corrosion Engineers (NACE) Coating Inspector Level 2 - Certified, and shall provide evidence of successful inspection of 3 bridge projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and experience shall be provided. References for experience shall be provided and shall include the name, address, and telephone number of a contact person employed by the bridge owner.

The personnel performing the QC tests shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided. The QC personnel shall not perform hands on surface preparation or painting activities. Painters shall perform wet film thickness measurements, with QC personnel conducting random spot checks of the wet film. The Contractor shall not replace the QC personnel assigned to the project without advance notice to the Engineer, and acceptance of the replacement(s), by the Engineer.

The Contractor shall supply all necessary equipment with current calibration certifications to perform the QC inspections. Equipment shall include the following at a minimum:

- Sling psychrometer or digital psychrometer for the measurement of dew point and relative humidity, together with all necessary weather bureau tables or psychrometric charts. In the event of a conflict between readings with the sling psychrometer and the digital psychrometer, the readings with the sling psychrometer shall prevail.
- Surface temperature thermometer
- SSPC Visual Standards VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning; SSPC-VIS 3, Visual Standard for Power and Hand-Tool Cleaned Steel; SSPC-VIS 4, Guide and Reference Photographs for Steel Prepared by Water Jetting, and/or SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning, as applicable.
- Test equipment for determining abrasive cleanliness (oil content and water-soluble contaminants) according to SSPC abrasive specifications AB1, AB2, and AB3.
- Commercially available putty knife of a minimum thickness of 40 mils (1mm) and a width between 1 and 3 in. (25 and 75 mm). Note that the putty knife is only required for projects in which the existing coating is being feathered and tested with a dull putty knife.
- Testex Press-O-Film Replica Tape and Micrometer compliant with Method C of ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel, or digital profile depth micrometer compliant with ASTM D4417, Method B. In the event of a conflict between measurements with the two instruments on abrasive blast cleaned steel, the results with the Testex Tape shall prevail. Note that for measuring the profile of steel power tool cleaned to SSPC-SP15, Commercial Grade Power Tool Cleaning, the digital profile depth micrometer shall be used.
- Bresle Cell Kits or CHLOR*TEST kits for chloride determinations, or equivalent
- Wet Film Thickness Gage
- Blotter paper for compressed air cleanliness checks
- Type 2 Electronic Dry Film Thickness Gage per SSPC PA2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
- Standards for verifying the accuracy of the dry film thickness gage
- Light meter for measuring light intensity during paint removal, painting, and inspection activities
- All applicable ASTM and SSPC Standards used for the work (reference list attached)

The accuracy of the instruments shall be verified by the Contractor's personnel according to the equipment manufacturer's recommendations and the Contractor's QC Program. All inspection equipment shall be made available to the Engineer for QA observations on an as needed basis.

<u>Hold Point Notification.</u> Specific inspection items throughout this specification are designated as Hold Points. Unless other arrangements are made at the project site, the Contractor shall provide the Engineer with a minimum 4-hour notification before a Hold Point inspection will be reached. If the 4-hour notification is provided and the Work is ready for inspection at that time, the Engineer will conduct the necessary observations. If the Work is not ready at the appointed time, unless other arrangements are made, an additional 4-hour notification is required. Permission to proceed beyond a Hold Point without a QA inspection will be granted solely at the discretion of the Engineer, and only on a case by case basis.

<u>Quality Assurance (QA) Observations</u>. The Engineer will conduct QA observations of any or all phases of the work. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

<u>Inspection Access and Lighting.</u> The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

- Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.
- Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
- Simple catenary supports are permitted only if independent lifelines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, and fall prevention is not provided (e.g., guardrails are not provided), the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility (e.g., platform) is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas both inside and outside the containment where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot-candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access and entryways shall be at least 20 foot-candles (215 LUX). General work area illumination outside the containment shall be employed at the discretion of the Engineer and shall be at least 5 foot-

candles. The exterior lighting system shall be designed and operated so as to avoid glare that interferes with traffic, workers, and inspection personnel.

<u>Surface Preparation and Painting Equipment</u>. All cleaning and painting equipment shall include gages capable of accurately measuring fluid and air pressures and shall have valves capable of regulating the flow of air, water or paint as recommended by the equipment manufacturer. The equipment shall be maintained in proper working order.

Diesel or gasoline powered equipment shall be positioned or vented in a manner to prevent deposition of combustion contaminants on any part of the structure.

Hand tools, power tools, pressure washing, water jetting, abrasive blast cleaning equipment, brushes, rollers, and spray equipment shall be of suitable size and capacity to perform the work required by this specification. All power tools shall be equipped with vacuums and High Efficiency Particulate Air (HEPA) filtration. Appropriate filters, traps and dryers shall be provided for the compressed air used for abrasive blast cleaning and conventional spray application. Paint pots shall be equipped with air operated continuous mixing devices unless prohibited by the coating manufacturer.

<u>Test Sections.</u> Prior to surface preparation, the Contractor shall prepare a test section(s) on each structure to be painted in a location(s) which the Engineer considers to be representative of the existing surface condition and steel type for the structure as a whole. More than one test section may be needed to represent the various design configurations of the structure. The purpose of the test section(s) is to demonstrate the use of the tools and degree of cleaning required (cleanliness and profile) for each method of surface preparation that will be used on the project. Each test section shall be approximately 10 sq. ft. (0.93 sq m). The test section(s) shall be prepared using the same equipment, materials and procedures as the production operations. The Contractor shall prepare the test section(s) to the specified level of cleaning according to the appropriate SSPC visual standards, modified as necessary to comply with the requirements of this specification. The written requirements of the specification prevail in the event of a conflict with the SSPC visual standards. Only after the test section(s) have been approved shall the Contractor proceed with surface preparation operations. Additional compensation will not be allowed the Contractor for preparation of the test section(s).

For the production cleaning operations, the specifications and written definitions, the test section(s), and the SSPC visual standards shall be used in that order for determining compliance with the contractual requirements.

<u>Protective Coverings and Damage</u>. All portions of the structure that could be damaged by the surface preparation and painting operations (e.g., utilities), including any sound paint that is allowed to remain according to the contract documents, shall be protected by covering or shielding. Tarpaulins drop cloths, or other approved materials shall be employed. The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained

wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for acceptance prior to starting the work. Acceptance by the Engineer shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing. When removing coatings containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Lead Paint Cleaning Residues contained elsewhere in this Contract. When removing coatings not containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Non-Lead Paint Cleaning Residues contained elsewhere in this Contract.

The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the controls or protective devices used by the Contractor are not being accomplished, work shall be immediately suspended until corrections are made. Damage to vehicles or property shall be repaired by the Contractor at the Contractor's expense. Painted surfaces damaged by any Contractor's operation shall be repaired, removed and/or repainted, as directed by the Engineer, at the Contractor's expense.

<u>Weather Conditions</u>. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture do not come in contact with surfaces cleaned or painted that day.

- a) The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.
- b) If the Contractor proposes to control the weather conditions inside containment, proposed methods and equipment for heating and/or dehumidification shall be included in the work plans for the Engineer's consideration. Only indirect fired heating equipment shall be used to prevent the introduction of moisture and carbon monoxide into the containment. The heating unit(s) shall be ventilated to the outside of the containment. Any heating/dehumidification proposals accepted by the Engineer shall be implemented at no additional cost to the department.
- c) Cleaning and painting shall be done between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

The Contractor shall monitor temperature, dew point, and relative humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. If the weather conditions after application and during drying are forecast to be outside the acceptable limits established by the coating manufacturer, coating application shall not proceed. If the weather conditions are forecast to be borderline relative to the limits established by the manufacturer, monitoring shall continue at a minimum of 4-hour intervals throughout the drying period. The Engineer has the right to reject any work that was performed, or drying that took place, under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

Compressed Air Cleanliness. Prior to using compressed air for abrasive blast cleaning, blowing down the surfaces, and painting with conventional spray, the Contractor shall verify that the compressed air is free of moisture and oil contamination according to the requirements of ASTM D 4285. The tests shall be conducted at least one time each shift for each compressor system in operation. If air contamination is evident, the Contractor shall change filters, clean traps, add moisture separators or filters, or make other adjustments as necessary to achieve clean, dry air. The Contractor shall also examine the work performed since the last acceptable test for evidence of defects or contamination caused by the compressed air. Effected work shall be repaired at the Contractor's expense.

<u>Low Pressure Water Cleaning and Solvent Cleaning (HOLD POINT)</u>. The Contractor shall notify the Engineer 24 hours in advance of beginning surface preparation operations.

a) Water Cleaning of Lead Containing Coatings Prior to Overcoating. Prior to initiating any mechanical cleaning such as hand/power tool cleaning on surfaces that are painted with lead, all surfaces to be prepared and painted, and the tops of pier and abutment caps shall be washed. Washing is not required if the surfaces will be prepared by water jetting.

Washing shall involve the use of potable water at a minimum of 1000 psi (7 MPa) and less than 5000 psi (34 MPa) according to "Low Pressure Water Cleaning" of SSPC-SP WJ-4. There are no restrictions on the presence of flash rusting of bare steel after cleaning. Paint spray equipment shall not be used to perform the water cleaning. The cleaning shall be performed in such a manner as to remove dust, dirt, chalk, insect and animal nests, bird droppings, loose coating, loose mill scale, loose rust and other corrosion products, and other foreign matter. Water cleaning shall be supplemented with scrubbing as necessary to remove the surface contaminants. The water, debris, and any loose paint removed by water cleaning shall be collected for proper disposal. The washing shall be completed no more than 2 weeks prior to surface preparation.

If detergents or other additives are added to the water, the detergents/additives shall be included in the submittals and not used until accepted by the Engineer. When detergents or additives are used, the surface shall be rinsed with potable water before the detergent water dries.

After washing has been accepted by the Engineer, all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants which remain on the steel surfaces to be painted shall be removed by solvent cleaning according to SSPC – SP1, supplemented with scraping (e.g., to remove large deposits of asphaltic cement) as required. The solvent(s) used for cleaning shall be compatible with the existing coating system. The Contractor shall identify the proposed solvent(s) in the submittals. If the existing coating is softened, wrinkled, or shows other signs of attack from the solvents, the Contractor shall immediately discontinue their use. The name and composition of replacement solvents, together with MSDS, shall be submitted for Engineer acceptance prior to use.

Under no circumstances shall subsequent hand/power tool cleaning or abrasive blast cleaning be performed in areas containing surface contaminants or in areas where the Engineer has not accepted the washing and solvent cleaning. Surfaces prepared by hand/power tool cleaning or abrasive blast cleaning without approval of the washing and solvent cleaning may be rejected by the Engineer. Rejected surfaces shall be recleaned with both solvent and the specified mechanical means at the Contractor's expense.

After all washing and mechanical cleaning are completed, representative areas of the existing coating shall be tested to verify that the surface is free of chalk and other loose surface debris or foreign matter. The testing shall be performed according to ASTM D4214. Cleaning shall continue until a chalk rating of 6 or better is achieved in every case.

- b) Water Cleaning of Non-Lead Coatings Prior to Overcoating. Thoroughly clean the surfaces according to the steps defined above for "Water Cleaning of Lead Containing Coatings Prior to Overcoating." The wash water does not need to be collected, but paint chips, insect and animal nests, bird droppings and other foreign matter shall be collected for proper disposal. If the shop primer is inorganic zinc, the chalk rating does not apply. All other provisions are applicable.
- c) Water Cleaning/Debris Removal Prior to Total Coating Removal. When total coating removal is specified, water cleaning of the surface prior to coating removal is not required by this specification and is at the option of the Contractor. If the Contractor chooses to use water cleaning, the above provisions for water cleaning of lead and non-lead coatings apply as applicable, including collection and disposal of the waste.

Whether or not the surfaces are pre-cleaned using water, the tops of the pier caps and abutments shall be cleaned free of dirt, paint chips, insect and animal nests, bird droppings and other foreign matter and the debris collected for proper disposal. Cleaning can be accomplished by wet or dry methods.

Prior to mechanical cleaning, oil, grease, and other soluble contaminants on bare steel or rusted surfaces shall be removed by solvent cleaning according to SSPC-SP1.

d) Water Cleaning Between Coats. When foreign matter has accumulated on a newly applied coat, washing and scrubbing shall be performed prior to the application of subsequent coats. The water does not need to be collected unless it contacts existing lead containing coatings.

Laminar and Stratified Rust. All laminar and stratified rust that has formed on the existing steel surfaces shall be removed. Pack rust formed along the perimeter of mating surfaces of connected plates or shapes of structural steel shall be removed to the extent feasible without mechanically detaching the mating surface. When caulking is specified, all rust shall be removed to a surface depth as directed by the Engineer to accommodate the approved sealant. Any pack rust remaining after cleaning the mating surfaces shall be tight and intact when examined using a dull putty knife. The tools used to remove these corrosion products shall be identified in the submittals and accepted by the Engineer. If the surface preparation or removal of rust results in nicks or gouges in the steel, the work shall be suspended, and the damaged areas repaired to the satisfaction of the Engineer, at the Contractor's expense. The Contractor shall also demonstrate that he/she has made the necessary adjustments to prevent a reoccurrence of the damage prior to resuming work. If surface preparation reveals holes or section loss, or creates holes in the steel, the Contractor shall notify the Engineer. Whenever possible, the Department will require that the primer be applied to preserve the area, and allow work to proceed, with repairs and touch up performed at a later date.

<u>Surface Preparation (HOLD POINT).</u> One or more of the following methods of surface preparation shall be used as specified on the plans. When a method of surface preparation is specified, it applies to the entire surface, including areas that may be concealed by the containment connection points. In each case, as part of the surface preparation process, soluble salts shall be remediated as specified under "Soluble Salt Remediation." The Contractor shall also note that the surface of the steel beneath the existing coating system may contain corrosion and/or mill scale. Removal of said corrosion and/or mill scale, when specified, shall be considered included in this work and no extra compensation will be allowed.

When a particular cleaning method is specified for use in distinct zones on the bridge, the cleaning shall extend into the existing surrounding paint until a sound border is achieved. The edge of the existing paint is considered to be sound and intact after cleaning if it cannot be lifted by probing the edge with a dull putty knife. The sound paint shall be feathered for a minimum of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared steel and the existing coatings. Sanders with vacuum attachments, which have been approved by the Engineer, shall be used as necessary to accomplish the feathering.

a) Limited Access Areas: A best effort with the specified methods of cleaning shall be performed in limited access areas such as the backsides of rivets inside built up box members. The equipment being used for the majority of the cleaning may need to be supplemented with other commercially available equipment, such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Engineer. b) Near-White Metal Blast Cleaning: This surface preparation shall be accomplished according to the requirements of Near-White Metal Blast Cleaning SSPC-SP 10. Unless otherwise specified in the contract, the designated surfaces shall be prepared by dry abrasive blast cleaning, wet abrasive blast cleaning, or water jetting with abrasive injection. A Near-White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining.

Random staining shall be limited to no more than 5 percent of each 9 sq. in. (58 sq. cm) of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. With the exception of crevices as defined below, surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the discretion of the Engineer, after a best effort cleaning, slight traces of existing coating may be permitted to remain within crevices such as those created between the steel and rivets or bolts/washers/nuts, and between plates. When traces of coating are permitted to remain, the coating shall be tightly bonded when examined by probing with a dull putty knife. The traces of coating shall be confined to the bottom portion of the crevices only, and shall not extend onto the surrounding steel or plate or onto the outer surface of the rivets or bolts. Pitted steel is excluded from exemption considerations and shall be cleaned according to SSPC-SP10.

If hackles or slivers are visible on the steel surface after cleaning, the Contractor shall remove them by grinding followed by reblast cleaning. At the discretion of the Engineer, the use of power tools to clean the localized areas after grinding, and to establish a surface profile acceptable to the coating manufacturer, can be used in lieu of blast cleaning.

If the surfaces are prepared using wet abrasive methods, attention shall be paid to tightly configured areas to assure that the preparation is thorough. After surface preparation is completed, the surfaces, surrounding steel, and containment materials/scaffolding shall be rinsed to remove abrasive dust and debris. Potable water shall be used for all operations. An inhibitor shall be added to the supply water and/or rinse water to prevent flash rusting. With the submittals, the Contractor shall provide a sample of the proposed inhibitor together with a letter from the coating manufacturer indicating that the inhibitor is suitable for use with their products and that the life of the coating system will not be reduced due to the use of the inhibitor. The surfaces shall be allowed to completely dry before the application of any coating.

c) Commercial Grade Power Tool Cleaning: This surface preparation shall be accomplished according to the requirements of SSPC-SP15. The designated surfaces shall be completely cleaned with power tools. A Commercial Grade Power Tool Cleaned

surface, when viewed without magnification, is free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except for staining. In previously pitted areas, slight residues of rust and paint may also be left in the bottoms of pits.

Random staining shall be limited to no more than 33 percent of each 9 sq. in. (58 sq. cm) of surface area. Allowable staining may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the Contractor's option, Near-White Metal Blast Cleaning may be substituted for Power Tool Cleaning – Commercial Grade, as long as containment systems appropriate for abrasive blast cleaning are utilized and there is no additional cost to the Department.

d) Power Tool Cleaning – Modified SP3: This surface preparation shall be accomplished according to the requirements of SSPC-SP3, Power Tool Cleaning except as modified as follows. The designated surfaces shall be cleaned with power tools. A power tool cleaned surface shall be free of all loose rust, loose mill scale, loose and peeling paint, and loose rust that is bleeding through and/or penetrating the coating. All locations of visible corrosion and rust bleed, exposed or lifting mill scale, and lifting or loose paint shall be prepared using the power tools, even if the material is tight.

Upon completion of the cleaning, rust, rust bleed, mill scale and surrounding paint are permitted to remain if they can not be lifted using a dull putty knife.

- e) Power Tool Cleaning of Shop Coated Steel. When shop-coated steel requires one or more coats to be applied in the field, the surface of the shop coating shall be cleaned as specified under "Water Cleaning of Non-Lead Coatings Prior to Overcoating." If the damage is to a fully applied shop system, water cleaning is not required unless stipulated in the contract. Damaged areas of shop coating shall be spot cleaned according to Power Tool Cleaning Modified SSPC-SP3. If the damage extends to the substrate, spot cleaning shall be according to SSPC-SP15. The edges of the coating surrounding all spot repairs shall be feathered.
- <u>Galvanized Surfaces</u>: If galvanized surfaces are specified to be painted, they shall be prepared by brush-off blast cleaning in accordance with SSPC-SP 16 or by using proprietary solutions that are specifically designed to clean and etch (superficially roughen) the galvanized steel for painting. If cleaning and etching solutions are selected, the Contractor shall submit the manufacturer's technical product literature and SDS for Engineer's review and written acceptance prior to use.

<u>Abrasives.</u> Unless otherwise specified in the contract, when abrasive blast cleaning is specified, it shall be performed using either expendable abrasives (other than silica sand) or recyclable steel grit abrasives. Expendable abrasives shall be used one time and disposed of. Abrasive suppliers shall certify that the expendable abrasives meet the requirements of SSPC-AB1 and that recyclable steel grit abrasives meet SSPC-AB3. Tests to confirm the cleanliness of new abrasives (oil and water-soluble contamination) shall be performed by the Contractor according to the requirements and frequencies of SSPC-AB1 and SSPC-AB3, as applicable. On a daily basis, the Contractor shall verify that recycled abrasives are free of oil and water-soluble contamination by conducting the tests specified in SSPC-AB2.

All surfaces prepared with abrasives not meeting the SSPC-AB1, AB2, or AB3 requirements, as applicable, shall be solvent cleaned or low-pressure water cleaned as directed by the Engineer, and reblast cleaned at the Contractor's expense.

<u>Surface Profile (HOLD POINT)</u>. The abrasives used for blast cleaning shall have a gradation such that the abrasive will produce a uniform surface profile of 1.5 to 4.5 mils (38 to 114 microns). If the profile requirements of the coating manufacturer are more restrictive, advise the Engineer and comply with the more restrictive requirements. For recycled abrasives, an appropriate operating mix shall be maintained in order to control the profile within these limits.

The surface profile for SSPC-SP15 power tool cleaned surfaces shall be within the range specified by the coating manufacturer, but not less than 2.0 mils (50 microns).

The surface profile produced by abrasive blast cleaning shall be determined by replica tape or digital profile depth micrometer according to SSPC-PA 17 at the beginning of the work, and each day that surface preparation is performed. Areas having unacceptable profile measurements shall be further tested to determine the limits of the deficient area. When replica tape is used, it shall be attached to the daily report. In the event of a conflict between measurements taken with the replica tape and digital profile depth micrometer, the measurements with the replica tape shall prevail.

The surface profile produced by power tools to SSPC-SP15, shall be measured using the digital profile depth micrometer only. Replica tape shall not be used.

When unacceptable profiles are produced, work shall be suspended. The Contractor shall submit a plan for the necessary adjustments to ensure that the correct surface profile is achieved on all surfaces. The Contractor shall not resume work until the new profile is verified by the QA observations, and the Engineer confirms, in writing, that the profile is acceptable.

<u>Soluble Salt Remediation (HOLD POINT)</u>. The Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces to levels below 7 micrograms per square centimeter. Surfaces that may be contaminated with chloride include, but are not limited to, expansion joints and all areas that are subject to roadway splash or run off such as fascia beams and stringers. Surfaces shall be tested for chlorides at a frequency of five tests per bearing line or fascia beam, with tests performed on both the beams and diaphragms/cross-frames at expansion joints.

Methods of chloride removal may include, but are not limited to, hand washing, steam cleaning, or pressure washing with or without the addition of a chemical soluble salt remover as approved by the coating manufacturer, and scrubbing before or after initial paint removal. The Contractor may also elect to clean the steel and allow it to rust overnight followed by recleaning, or by utilizing blends of fine and coarse abrasives during blast cleaning, wet abrasive/water jetting methods of preparation, or combinations of the above. If steam or water cleaning methods of chloride removal are utilized over surfaces where the coating has been completely removed, and the water does not contact any lead containing coatings, the water does not have to be collected. The Contractor shall provide the proposed procedures for chloride remediation in the Surface Preparation/Painting Plan.

Upon completion of the chloride remediation steps, the Contractor shall use cell methods of field chloride extraction and test procedures (e.g., silver dichromate) accepted by the Engineer, to test representative surfaces that were previously rusted (e.g., pitted steel) for the presence of remaining chlorides. Remaining chloride levels shall be no greater than 7µg/sq cm as read directly from the surface without any multiplier applied to the results. The testing must be performed, and the results must be acceptable, prior to painting each day.

A minimum of 5 tests per 1000 sq. ft. (93 sq m) or fraction thereof completed in a given day, shall be conducted at project start up. If results greater than 7 μ g/sq cm are detected, the surfaces shall be recleaned and retested at the same frequency. If acceptable results are achieved on three consecutive days in which testing is conducted, the test frequency may be reduced to 1 test per 1000 sq. ft. (93 sq. m) prepared each day provided the chloride remediation process remains unchanged. If unacceptable results are encountered, or the methods of chloride remediation are changed, the Contractor shall resume testing at a frequency of 5 tests per 1000 sq. ft. (93 sq. m).

Following successful chloride testing the chloride test areas shall be cleaned. SSPC-SP15, Commercial Grade Power Tool Cleaning can be used to clean the test locations when the specified degree of cleaning is SSPC-SP10.

<u>Surface Condition Prior to Painting (HOLD POINT)</u>. Prepared surfaces shall meet the requirements of the respective degrees of cleaning immediately prior to painting, and shall be painted before rusting appears on the surface. If rust appears or bare steel remains unpainted for more than 12 hours, the affected area shall be prepared again at the expense of the Contractor.

All loose paint and surface preparation cleaning residue on bridge steel surfaces, scaffolding and platforms, containment materials, and tops of abutments and pier caps shall be removed prior to painting. When lead paint is being disturbed, cleaning shall be accomplished by HEPA vacuuming unless it is conducted within a containment that is designed with a ventilation system capable of collecting the airborne dust and debris created by sweeping and blowing with compressed air.

The quality of surface preparation and cleaning of surface dust and debris must be accepted by the Engineer prior to painting. The Engineer has the right to reject any work that was performed without adequate provision for QA observations to accept the degree of cleaning. Rejected coating work shall be removed and replaced at the Contractor's expense.

General Paint Requirements. Paint storage, mixing, and application shall be accomplished according to these specifications and as specified in the paint manufacturer's written instructions and product data sheets for the paint system used. In the event of a conflict between these specifications and the coating manufacturers' instructions and data sheets, the Contractor shall advise the Engineer and comply with the Engineer's written resolution. Until a resolution is provided, the most restrictive conditions shall apply.

Unless noted otherwise, if a new concrete deck or repair to an existing deck is required, painting shall be done after the deck is placed and the forms have been removed.

a) Paint Storage and Mixing. All Paint shall be stored according to the manufacturer's published instructions, including handling, temperatures, and warming as required prior to mixing. All coatings shall be supplied in sealed containers bearing the manufacturers name, product designation, batch number and mixing/thinning instructions. Leaking containers shall not be used.

The Contractor shall only use batches of material that have an IDOT MISTIC approval number. For multi-component materials, the batch number from one component is tested with specific batch numbers from the other component(s). Only the same batch number combinations that were tested and approved shall be mixed together for use.

Mixing shall be according to the manufacturer's instructions. Thinning shall be performed using thinner provided by the manufacturer, and only to the extent allowed by the manufacturer's written instructions. In no case shall thinning be permitted that would cause the coating to exceed the local Volatile Organic Compound (VOC) emission restrictions. For multiple component paints, only complete kits shall be mixed and used. Partial mixing is not allowed.

The ingredients in the containers of paint shall be thoroughly mixed by mechanical power mixers according to the manufacturer's instructions, in the original containers before use or mixing with other containers of paint. The paint shall be mixed in a manner that will break up all lumps, completely disperse pigment and result in a uniform composition. Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container. Excessive skinning or partial hardening due to improper or prolonged storage will be cause for rejection of the paint, even though it may have been previously inspected and accepted and the container may have been unopened.

Multiple component coatings shall be discarded after the expiration of the pot life. Single component paint shall not remain in spray pots, paint buckets, etc. overnight. It shall be stored in a covered container and remixed before use.

The Engineer reserves the right to sample field paint (individual components and/or the mixed material) and have it analyzed. If the paint does not meet the product requirements due to excessive thinning or because of other field problems, the coating shall be removed from that section of the structure and replaced as directed by the Engineer.

b) Application Methods. Unless prohibited by the coating manufacturer's written instructions, paint may be applied by spray methods, rollers, or brushes. If applied with conventional or airless spray methods, paint shall be applied in a uniform layer with overlapping at the edges of the spray pattern.

The painters shall monitor the wet film thickness of each coat during application. The wet film thickness shall be calculated based on the solids by volume of the material and the amount of thinner added. When the new coating is applied over an existing system, routine QC inspections of the wet film thickness shall be performed in addition to the painter's checks in order to establish that a proper film build is being applied.

When brushes or rollers are used to apply the coating, additional applications may be required to achieve the specified thickness per layer.

- c) Field Touch Up of Shop-Coated Steel. After cleaning, rusted and damaged areas of shop-primed inorganic zinc shall be touched up using epoxy mastic. Damaged areas of shop-applied intermediate shall be touched-up using the same intermediate specified for painting the existing structure. Following touch up, the remaining coats (intermediate and finish, or finish only, depending on the number of coats applied in the shop) shall be the same materials specified for painting the existing structure. When inorganic zinc has been used as the shop primer, a mist coat of the intermediate coat shall be applied before the application of the full intermediate coat in order to prevent pinholing and bubbling.
- d) Recoating and Film Continuity (HOLD POINT for each coat). Paint shall be considered dry for recoating according to the time/temperature/humidity criteria provided in the manufacturer's instructions and when an additional coat can be applied without the development of film irregularities; such as lifting, wrinkling, or loss of adhesion of the under coat. The coating shall be considered to be too cured for recoating based on the maximum recoat times stipulated by the coating manufacturer. If the maximum recoat times are exceeded, written instructions from the manufacturer for preparing the surface to receive the next coat shall be provided to the Engineer. Surface preparation and application shall not proceed until the recommendations are accepted by the Engineer in writing. If surfaces are contaminated, washing shall be accomplished prior to intermediate and final coats. Wash water does not have to be collected unless the water contacts existing lead containing coatings.

Painting shall be done in a neat and workmanlike manner. Each coat of paint shall be applied as a continuous film of uniform thickness free of defects including, but not limited

to, runs, sags, overspray, dryspray, pinholes, voids, skips, misses, and shadow-through. Defects such as runs and sags shall be brushed out immediately during application. Dry spray on the surface of previous coats shall be removed prior to the application of the next coat.

<u>Paint Systems</u>. The paint system(s) from the list below shall be applied as specified.

The paint manufacturer's relative humidity, dew point, and material, surface, and ambient temperature restrictions shall be provided with the submittals and shall be strictly followed. Written recommendations from the paint manufacturer for the length of time each coat must be protected from cold or inclement weather (e.g., exposure to rain), during the drying period shall be included in the submittals. Upon acceptance by the Engineer, these times shall be used to govern the duration that protection must be maintained during drying.

Where stripe coats are indicated, the Contractor shall apply an additional coat to edges, rivets, bolts, crevices, welds, and similar surface irregularities. The stripe coat shall be applied by brush or spray, but if applied by spray, it shall be followed immediately by brushing to thoroughly work the coating into or on the irregular surfaces, and shall extend onto the surrounding steel a minimum of 1 in. (25 mm) in all directions. The purpose of the stripe coat is to assure complete coverage of crevices and to build additional thickness on edges and surface irregularities. If the use of the brush on edges pulls the coating away, brushing of edges can be eliminated, provided the additional coverage is achieved by spray. Measurement of stripe coat thickness is not required, but the Contractor shall visually confirm that the stripe coats are providing the required coverage.

The stripe coat may be applied as part of the application of the full coat unless prohibited by the coating manufacturer. If applied as part of the application process of the full coat, the stripe coat shall be allowed to dry for a minimum of 10 minutes in order to allow Contractor QC personnel to verify that the coat was applied. If a wet-on-wet stripe coat is prohibited by the coating manufacturer or brush or roller application of the full coat pulls the underlying stripe coat, the stripe coat shall dry according to the manufacturers' recommended drying times prior to the application of the full coat. In the case of the prime coat, the full coat can also be applied first to protect the steel, followed by the stripe coat after the full coat has dried.

The thicknesses of each coat as specified below shall be measured according to SSPC-PA2, using Coating Thickness Restriction Level 3 (spot measurements 80% of the minimum and 120% of the maximum, provided the entire area complies with the specified ranges).

- a) System 1 OZ/E/U for Bare Steel: System 1 shall consist of the application of a full coat of organic (epoxy) zinc-rich primer, a full intermediate coat of epoxy, and a full finish coat of aliphatic urethane. Stripe coats of the prime and finish coats shall be applied. The film thicknesses of the full coats shall be as follows:
 - One full coat of organic zinc-rich primer between 3.5 and 5.0 mils (90 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.

- One full intermediate coat of epoxy between 3.0 and 6.0 mils (75 and 150 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 9.0 and 15.0 mils (225 and 375 microns).

b) System 2 – PS/EM/U – for Overcoating an Existing System: System 2 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of aliphatic urethane.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of aliphatic urethane shall be applied. The film thicknesses shall be as follows:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.5 and 13.0 mils (215 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- c) System 3 EM/EM/AC for Bare Steel: System 3 shall consist of the application of two full coats of aluminum epoxy mastic and a full finish coat of waterborne acrylic. Stripe coats for first coat of epoxy mastic and the finish coat shall be applied. The film thicknesses of the full coats shall be as follows:
 - One full coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The first coat of aluminum epoxy mastic shall be tinted a contrasting color with the blast cleaned surface and the second coat.

- One full intermediate coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The intermediate coat shall be a contrasting color to the first coat and the finish coat.
- A full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 12.0 and 18.0 mils (360 and 450 microns).

d) System 4 – PS/EM/AC – for Overcoating an Existing System: System 4 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of waterborne acrylic.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of waterborne acrylic shall be applied. The film thicknesses shall be as follows:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.0 and 13.0 mils (200 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- e) System 5 MCU for Bare Steel: System 5 shall consist of the application of a full coat of moisture cure urethane (MCU) zinc primer, a full coat of MCU intermediate, and a full coat of MCU finish. Stripe coats of the prime and finish coats shall be applied. The Contractor shall comply with the manufacturer's requirements for drying times between the application of the stripe coats and the full coats. The film thicknesses of the full coats shall be as follows:
 - One full coat of MCU zinc primer between 3.0 and 5.0 mils (75 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.

- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
- One full MCU finish coat between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 8.0 and 13.0 mils (200 and 325 microns).

f) System 6 – MCU – for Overcoating an Existing System: System 6 shall consist of the application of a full coat of moisture cure urethane (MCU) penetrating sealer, a spot coat of MCU intermediate, and a stripe and full coat of MCU finish.

A full coat of MCU penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of MCU intermediate on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full coat of MCU finish shall be applied. The Contractor shall comply with the manufacturer's requirements for drying time between the application of the stripe coat and the full finish coat. The film thicknesses shall be as follows:

- One full coat of MCU sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The color shall contrast with the finish coat.
- One full MCU finish coat 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 6.0 and 10.0 mils (150 and 250 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

<u>Application of Paint System over Galvanizing:</u> If galvanized surfaces are present and specified to be painted, the Contractor shall apply one of the following as designated on the plans:

A 2-coat system consisting of a full aluminum epoxy mastic coat and a full waterborne
acrylic finish coat from System 3. If red rust is visible, rusted areas shall be spot
primed with aluminum epoxy mastic prior to the application of the full coat of aluminum
epoxy mastic.

A 2-coat system consisting of a full epoxy coat and a full urethane coat from System 1.
 If red rust is visible, rusted areas shall be spot primed with organic zinc prior to the application of the full coat of epoxy.

<u>Surface Preparation and Painting of Galvanized Fasteners:</u> The Contractor shall prepare all fasteners (i.e., galvanized nuts, bolts, etc.) by power tool cleaning in accordance with SSPC-SP 2 or SSPC-SP3 to remove loose material. Following hand/power tool cleaning and prior to painting, the surfaces shall be solvent cleaned according to SSPC-SP 1. Slight stains of torqueing compound dye may remain after cleaning provided the dye is not transferred to a cloth after vigorous rubbing is acceptable. If any dye is transferred to a cloth after vigorous rubbing, additional cleaning is required.

The fasteners shall be coated with one coat of an aluminum epoxy mastic meeting the requirements of Article1008.03 and the same acrylic or urethane topcoat specified above for use on galvanized members.

Repair of Damage to New Coating System and Areas Concealed by Containment. The Contractor shall repair all damage to the newly installed coating system and areas concealed by the containment/protective covering attachment points, at no cost to the Department. The process for completing the repairs shall be included in the submittals. If the damage extends to the substrate and the original preparation involved abrasive blast cleaning, the damaged areas shall be prepared to SSPC-SP15 Power Tool Cleaning - Commercial Grade. If the original preparation was other than blast cleaning or the damage does not extend to the substrate, the loose, fractured paint shall be cleaned to Power Tool Cleaning - Modified SP3.

The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating.

If the bare steel is exposed, all coats shall be applied to the prepared area. For damaged galvanizing, the first coat shall be aluminum epoxy mastic. If only the intermediate and finish coats are damaged, the intermediate and finish shall be applied. If only the finish coat is damaged, the finish shall be applied.

Special Instructions.

a) At the completion of the work, the Contractor shall stencil the painting date and the paint code on the bridge. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the Contractor)" and shall show the month and year in which the painting was completed, followed by the appropriate code for the coating material applied, all stenciled on successive lines:

CODE U (for field applied System 3 or System 4).

CODE Z (for field applied System 1 or System 2).

CODE AA (for field applied System 5 or System 6).

This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near both ends of the bridge facing traffic, or at some equally visible surface near the end of the bridge, as designated by the Engineer.

- b) All surfaces painted inadvertently shall be cleaned immediately.
- c) Caulking complex structures. Pack rust shall be removed prior to the application of the approved sealant as per the Laminar and Stratified Rust article of this special provision. Chloride shall be remediated as specified elsewhere in this provision. The caulk shall be compatible with the approved paint system, and applied in accordance with the paint manufacturers recommendations as described in the Contractors submittal

The following coatings shall be applied prior to the application of the caulk. Stripe coat of organic zinc primer, full coat of organic zinc primer, intermediate epoxy stripe coat, full coat of epoxy intermediate, full coat of urethane finish. Apply caulk after the urethane has dried for top coating. After the caulk has been applied it shall be allowed to dry to coat according the manufacturer's written recommendations and a stripe coat of urethane applied to all areas of caulking.

Alternatively, as directed by the Engineer, apply the caulking after the intermediate coat has dried for overcoating. After the caulking has dried according to the manufacturer's written recommendations, apply the urethane finish over the caulking and intermediate coat.

- 1. All vertical, diagonal and horizonal lapping members shall be caulked along the top and sides. The bottom shall remain open for drainage.
- 2. Locations where pack rust was removed leaving a gap between two steel surfaces shall also be caulked. Locations greater than ¼ inch in depth shall be filled with a closed cell backer rod in accordance with the caulking manufacturer's instructions prior to the application of the caulk.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

<u>Basis of Payment.</u> This work shall be paid for at the contract Lump Sum price for CLEANING AND PAINTING STEEL BRIDGE, at the designated location, or for CLEANING AND PAINTING the structure or portions thereof described. Payment will not be authorized until all requirements for surface preparation and painting have been fulfilled as described in this specification,

including the preparation and submittal of all QC documentation. Payment will also not be authorized for non-conforming work until the discrepancy is resolved in writing.

Appendix 1 – Reference List

The Contractor shall maintain the following regulations and references on site for the duration of the project:

- Illinois Environmental Protection Act
- ASTM D 4214, Standard Test Method for Evaluating Degree of Chalking of Exterior Paint Films
- ASTM D 4285, Standard Test Method for Indicating Oil or Water in Compressed Air
- ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
- SSPC-AB 1, Mineral and Slag Abrasives
- SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives
- SSPC-AB 3, Ferrous Metallic Abrasive
- SSPC-PA 2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
- SSPC-PA 17, Procedure for Determining Conformance to Steel Profile/Surface Roughness/Peak Count Requirements
- SSPC-QP 1, Standard Procedure for Evaluating Painting Contractors (Field Application to Complex Structures)
- SSPC-QP 2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint
- SSPC-SP 1, Solvent Cleaning
- SSPC-SP 2, Hand Tool Cleaning
- SSPC-SP 3, Power Tool Cleaning
- SSPC-SP 10/NACE No. 2, Near White Metal Blast Cleaning
- SSPC-SP WJ-4, Waterjet Cleaning of Metals Light Cleaning
- SSPC-SP 15, Commercial Grade Power Tool Cleaning
- SSPC-SP 16, Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals
- SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning
- SSPC-VIS 3, Visual Standard for Power- and Hand-Tool Cleaned Steel
- SSPC-VIS 4, Guide and Reference Photographs for Steel Cleaned by Water Jetting
- SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning
- The paint manufacturer's application instructions, MSDS and product data sheets

CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES

Effective: November 25, 2004

Revised: April 22, 2016

<u>Description</u>. This work shall consist of the containment, collection, temporary storage, transportation and disposal of waste from non-lead paint removal projects. Waste requiring containment and control includes, but is not limited to, old paint, spent abrasives, corrosion products, mill scale, dirt, dust, grease, oil, and salts.

<u>General</u>. This specification provides the requirements for the control of paint removal waste when the existing coatings do not contain lead. If the coatings contain lead, use specification "Containment and Disposal of Lead Paint Cleaning Residues." The Contractor shall take reasonable and appropriate precautions to protect the public from the inhalation or ingestion of dust and debris from their paint removal and clean up operations and is responsible for the clean-up of all spills of waste at no additional cost to the Department.

The Contractor shall comply with the requirements of this Specification and all applicable Federal, State, and Local laws, codes, and regulations, including, but not limited to the regulations of the United States Environmental Protection Agency (USEPA), Occupational Safety and Health Administration (OSHA), and Illinois Environmental Protection Agency (IEPA). The Contractor shall comply with all applicable regulations even if the regulation is not specifically referenced herein. If a Federal, State, or Local regulation is more restrictive than the requirements of this Specification, the more restrictive requirements shall prevail.

<u>Submittals</u>. The Contractor shall submit for Engineer review and acceptance, the following drawings and plans for accomplishing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

a) Containment Plans. The containment plans shall include drawings, equipment specifications, and calculations (e.g., wind load). The plans shall include copies of the manufacturer's specifications for the containment materials and equipment that will be used to accomplish containment and ventilation.

When required by the contract plans, the containment submittal shall provide calculations that assure the structural integrity of the bridge when it supports the containment and the calculations and drawings shall be signed and sealed by a Structural Engineer licensed in the state of Illinois.

When working over the railroad or navigable waterways, the Department will notify the respective agencies that work is being planned. Unless otherwise noted in the plans, the Contractor is responsible for follow up contact with the agencies, and shall provide evidence that the railroad, Coast Guard, Corps of Engineers, and other applicable agencies are satisfied with the clearance provided and other safety measures that are proposed.

- b) Waste Management Plan. The Waste Management Plan shall address all aspects of handling, storage, testing, hauling and disposal of all project waste, including waste water. Include the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. Submit the name and qualifications of the laboratory proposed for Toxicity Characteristic Leaching Procedure (TCLP) analysis.
- c) Contingency Plan. The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of supplied air system or any other event that may require modification of standard operating procedures. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency.

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the plans does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations, this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

<u>Quality Control (QC) Inspections</u>. The Contractor shall perform first line, in process QC inspections of all environmental control and waste handling aspects of the project to verify compliance with these specification requirements and the accepted drawings and plans. Contractor QC inspections shall include, but not be limited to the following:

- Proper installation and continued performance of the containment system(s) in accordance with the approved drawings.
- Visual inspections of emissions into the air and verification that the cause(s) for any unacceptable emissions is corrected.
- Visual inspections of spills or deposits of contaminated materials into the water or onto the ground, pavement, soil, or slope protection. Included is verification that proper cleanup is undertaken and that the cause(s) of unacceptable releases is corrected.
- Proper implementation of the waste management plan including laboratory analysis and providing the results to the Engineer within the time frames specified herein.
- Proper implementation of the contingency plans for emergencies.

<u>Quality Assurance (QA) Observations</u>. The Engineer will conduct QA observations of any or all of the QC monitoring inspections that are undertaken. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of its own and to comply with all requirements of this Specification.

<u>Containment Requirements</u>. The Contractor shall install and maintain containment systems surrounding the work for the purpose of controlling emissions of dust and debris according to the requirements of this specification. Working platforms and containment materials that are

used shall be firm and stable and platforms shall be designed to support the workers, inspectors, spent surface preparation media (e.g., abrasives), and equipment during all phases of surface preparation and painting. Platforms, cables, and other supporting structures shall be designed according to OSHA regulations. If the containment needs to be attached to the structure, the containment shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

The containment shall be dropped in the event of sustained winds of 40 mph (64 kph) or greater and all materials and equipment secured.

The Contractor shall provide drawings showing the containment system and indicating the method(s) of supporting the working platforms and containment materials to each other and to the bridge.

When directed in the contract plans, the Contractor shall submit calculations and drawings, signed and sealed by a Structural Engineer licensed in the state of Illinois, that assure the structural integrity of the bridge under the live and dead loads imposed, including the design wind loading.

When working over railroads, the Contractor shall provide evidence that the proposed clearance and the safety provisions that will be in place (e.g., flagman) are acceptable to the railroad. In the case of work over navigable waters, the Contractor shall provide evidence that the proposed clearance and provisions for installing or moving the containment out of navigation lanes is acceptable to authorities such as the Coast Guard and Army Corps of Engineers. The Contractor shall include plans for assuring that navigation lighting is not obscured, or if it is obscured, that temporary lighting is acceptable to the appropriate authorities (e.g., Coast Guard) and will be utilized.

Engineer review and acceptance of the drawings and calculations shall not relieve the Contractor from the responsibility for the safety of the working platforms and containment. After the work platforms and containment materials are erected additional measures may be needed to ensure worker safety according to OSHA regulations. The Contractor shall institute such measures at no additional cost to the Department.

Containment for the cleaning operation of this contract is defined as follows:

- The containment system shall confine emissions of dust and debris to the property line.
- The containment systems shall comply with the specified SSPC Guide 6 classifications, as applicable, as presented in Table 1 for the method of paint removal utilized.

The Contractor shall take appropriate action to avoid personnel injury or damage to the structure from the installation and use of the containment system. If the Engineer determines that there is the potential for structural damage caused by the installed containment system, the Contractor shall take appropriate action to correct the situation.

The containment systems shall also meet the following requirements:

a) Dry Abrasive Blast Cleaning - (SSPC Class 2A)

The enclosure shall be designed, installed, and maintained to sustain maximum anticipated wind forces. Flapping edges of containment materials are prohibited and the integrity of all containment materials shall be maintained for the duration of the project. When the location of the work on the bridge, or over lane closures permit, the blast enclosure shall extend a minimum of 3 ft (1 m) beyond the limits of surface preparation to allow the workers to blast away from, rather than into the seam between the containment and the structure.

b) Vacuum Blast Cleaning

Vacuum blasting equipment shall be fully automatic and capable of cleaning and recycling the abrasive. The system shall be designed to deliver cleaned, recycled blasting abrasives and provide a closed system containment during blasting. The removed coating, mill scale, and corrosion shall be separated from the abrasive, and stored for disposal. No additional containment is required but escaping abrasive, paint chips, and debris shall be cleaned from the work area at the end of each day.

c) Power Tool Cleaning (SSPC-Class 3P)

The Contractor shall use containment materials (e.g., tarpaulins) to capture removed paint chips, rust, mill scale and other debris.

d) Vacuum-Shrouded Power Tool Cleaning/Hand Tool Cleaning

The Contractor shall utilize hand tools or power tools equipped with vacuums and High Efficiency Particulate Air (HEPA) filters. No additional containment is required but escaping and paint chips and debris shall be cleaned from the work area at the end of each day.

e) Water Jetting or Wet Abrasive Blast Cleaning for the Removal of Paint (SSPC Class 4W)

Water jetting or wet abrasive blast cleaning for the purpose of removing paint and surface debris shall be conducted within a containment designed, installed, and maintained in order to capture paint chips and debris. Collection of the water is not required. Mesh containment materials that capture paint chips and debris while allowing the water to pass through shall have openings a maximum of 25 mils (625 microns) in greatest dimension.

f) Water Washing

Water washing of the bridge for the purpose of removing chalk, dirt, grease, oil, bird nests, and other surface debris can be performed without additional containment provided paint chips and removed debris are removed and collected prior to washing or are cleaned from

the site after cleaning is completed each day. At the Contractor's option, SSPC Class 4W permeable containment materials described above under "Water Jetting or Wet Abrasive Blast Cleaning for the Removal of Paint" can be used to collect the debris while the washing is underway.

Environmental Controls

- a) Cleanliness of ground and water. At the end of each workday at a minimum, the work area outside of containment, including any ground tarpaulins that are used, shall be inspected to verify that paint removal debris (e.g., paint chips, abrasives, rust, etc.) is not present. If debris is observed, it shall be removed by hand, shoveling, sweeping, or vacuuming.
 - Upon project completion, the ground and water in and around the project site are considered to have been properly cleaned if paint chips, paint removal media (e.g., spent abrasives), fuel, materials of construction, litter, or other project debris have been removed, even if the material being cleaned was a pre-existing condition.
- b) Visible Emissions. Emissions of dust and debris from the project shall not extend beyond the property line. If unacceptable visible emissions or releases beyond the property line are observed, the Contractor shall immediately shut down the emission-producing operations, clean up the debris, and change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future.

<u>Hygiene Facilities/Protective Clothing.</u> The Contractor shall provide clean lavatory and hand washing facilities according to OSHA regulations and make them available to IDOT project personnel.

The Contractor shall provide IDOT project personnel with all required protective clothing and equipment, including disposal or cleaning. Clothing and equipment includes but is not limited to disposable coveralls with hood, booties, disposable surgical gloves, hearing protection, and safety glasses. The protective clothing and equipment shall be provided and maintained on the job site for the exclusive, continuous and simultaneous use by the IDOT personnel. This equipment shall be suitable to allow inspection access to any area in which work is being performed.

Site Emergencies.

- a) Stop Work. The Contractor shall stop work at any time the conditions are not within specifications and take the appropriate corrective action. The stoppage will continue until conditions have been corrected. Standby time and cost required for corrective action is at the Contractor's expense. The occurrence of the following events shall be reported in writing to IDOT and shall require the Contractor to automatically stop paint removal and initiate clean up activities.
 - · Break in containment barriers.
 - Visible emissions in excess of the specification tolerances.

- · Serious injury within the containment area.
- Fire or safety emergency
- Respiratory system failure
- Power failure
- b) Contingency Plans and Arrangements. The Engineer will refer to the contingency plan for site specific instructions in the case of emergencies.

The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of supplied air system or any other event that may require modification of standard operating procedures during paint removal and painting processes. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency. The Contractor shall post the telephone numbers and locations of emergency services including fire, ambulance, doctor, hospital, police, power company and telephone company.

A two-way radio, or equal, as approved by the Engineer, capable of summoning emergency assistance shall be available at each bridge during the time the Contractor's personnel are at the bridge site under this contract. The following emergency response equipment described in the contingency plan (generic form attached) shall be available during this time as well: an appropriate portable fire extinguisher, a 55 gal (208 L) drum, a 5 gal (19 L) pail, a long handled shovel, absorbent material (one bag).

A copy of the contingency plan shall be maintained at each bridge during cleaning operations and during the time the Contractor's personnel are at the bridge site under this contract. The Contractor shall designate the emergency coordinator(s) required who shall be responsible for the activities described.

An example of a contingency plan is included at the end of this Special Provision.

Collection, Temporary Storage, Transportation and Disposal of Waste.

All surface preparation/paint residues shall be collected daily and deposited in all-weather containers supplied by the Contractor as temporary storage. The storage area shall be secure to prevent unauthorized entry or tampering with the containers. Acceptable measures include storage within a fully enclosed (e.g., fenced in) and locked area, within a temporary building, or implementing other reasonable means to reduce the possibility of vandalism or exposure of the waste to the public or the environment (e.g., chains and locks to secure the covers of roll-off boxes). Waste shall not be stored outside of the containers.

No residues shall remain on uncontained surfaces overnight. Waste materials shall not be removed through floor drains or by throwing them over the side of the bridge. Flammable materials shall not be stored around or under any bridge structures.

The Contractor shall have each waste stream sampled for each project and tested by TCLP and according to EPA and disposal company requirements. The Engineer shall be notified in advance when the samples will be collected. The samples shall be collected and shipped for

testing within the first week of the project, with the results due back to the Engineer within 10 days. Testing shall be considered included in the pay item for "Containment and Disposal of Non-Lead Paint Cleaning Residues." Copies of the test results shall be provided to the Engineer prior to shipping the waste. If the waste tests hazardous, the Contractor shall comply with all provision of "Collection, Temporary Storage, Transportation and Disposal of Waste" found in specification "Containment and Disposal of Lead Paint Cleaning Residues," except additional costs will be paid for according to Article 109.04.

If the waste is found to be non-hazardous as determined by TCLP testing, the waste shall be classified as a non-hazardous special waste, transported by a licensed waste transporter, and disposed of at an IEPA permitted disposal facility in Illinois.

The waste shall be shipped to the disposal facility within 90 days of the first accumulation of the waste in the containers. When permitted by the Engineer, waste from multiple bridges in the same contract may be transported by the Contractor to a central waste storage location(s) approved by the Engineer in order to consolidate the material for pick up, and to minimize the storage of waste containers at multiple remote sites after demobilization. Arrangements for the final waste pickup shall be made with the waste hauler by the time blast cleaning operations are completed or as required to meet the 90-day limit stated above.

All other project waste shall be removed from the site according to Federal, State and Local regulations, with all waste removed from the site prior to final Contractor demobilization.

The Contractor shall make arrangements to have other hazardous waste, which he/she generates, such as used paint solvent, transported to the Contractor's facility at the end of each day that this waste is generated. These hazardous wastes shall be manifested using the Contractor's own generator number to a treatment or disposal facility from the Contractor's facility. The Contractor shall not combine solvents or other wastes with cleaning residue wastes. All waste streams shall be stored in separate containers.

The Contractor is responsible for the payment of any fines and undertaking any clean up activities mandated by State or federal environmental agencies for improper waste handling, storage, transportation, or disposal.

<u>Basis of Payment</u>. The containment, collection, temporary storage, transportation, testing and disposal of all project waste, and all other work described herein will be paid for at the contract lump sum price for CONTAINMENT AND DISPOSAL OF NON-LEAD PAINT CLEANING RESIDUES at the designated location. Payment will not be authorized until all requirements have been fulfilled as described in this specification, including the submittal of waste test results, and disposal of all waste.

Table 1 Containment Criteria for Removal of Paint and Other Debris ¹											
Removal Method	SSPC Class ²	Containment Material Flexibility	Containment Material Permeability ³	Containment Support Structure	Containment Material Joints						
Hand Tool Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4						
Power Tool Cleaning w/ Vacuum	None	See Note 4	See Note 4	See Note 4	See Note 4						
Power Tool 3P Cleaning w/o Vacuum ⁵		Rigid or Flexible	Permeable	Minimal	Partially Sealed						
Water Jetting, Wet Abrasive Blast ⁵	4W	Flexible	Permeable	Flexible or Minimal	Partially Sealed						
Water Cleaning ⁷	None	See Note 7	See Note 7	See Note 7	See Note 7						
Open Abrasive Blast Cleaning ⁸	2 A	Rigid or Flexible	Impermeable	Rigid or Flexible	Fully Sealed						
Vacuum Blast Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4						

Table 1 (Continued) Containment Criteria for Removal of Paint and Other Debris ¹										
Removal Method	SSPC Class ²	Containment Entryway	Ventilation System Required	Negative Pressure Required	Exhaust Filtration Required					
Hand Tool Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4					
Power Tool Cleaning w/ Vacuum	None	See Note 4	See Note 4	See Note 4	See Note 4					
Power Tool 3P O		Open Seam	No	No	No					
Water Jetting, 4W Wet Abrasive Blast ⁵		Open Seam	No	No	No					
Water Cleaning ⁷	None	See Note 7	See Note 7	See Note 7	See Note 7					
Open Abrasive Blast Cleaning ⁸	2A	Resealable or Overlap	Yes	Yes	Yes					
Vacuum Blast Cleaning	None	See Note 4	See Note 4	See Note 4	See Note 4					

Notes:

¹This table provides general design criteria only. It does not guarantee that specific controls over emissions will occur because unique site conditions must be considered in the design. Other combinations of materials may provide controls over emissions equivalent to or greater than those combinations shown above.

²The SSPC Classification is based on SSPC Guide 6.

³Permeability addresses both air and water as appropriate. In the case of water removal methods, the containment materials must be resistant to water. When ground covers are used they shall be of sufficient strength to withstand the impact and weight of the debris and the equipment used for collection and clean-up.

⁴Containment is not required provided paint chips and debris are removed from the ground and surfaces in and around the worksite at the end of each day. Ground tarpaulins can be used to simplify the cleanup. At the Contractor's option, permeable containment materials may be suspended under the work area to capture the debris at the time of removal. Permeable materials for the purpose of this specification are defined as materials with openings measuring 25 mils or less in greatest dimension.

⁵This method involves open power tool cleaning. The containment consists of permeable materials suspended beneath the work area to capture debris. As an option, if the work is close to the ground or bridge deck, ground covers can be used to capture the paint chips and debris for proper disposal.

⁵This method involves water jetting (with and without abrasive) and wet abrasive blast cleaning where the goal is to remove paint. Permeable containment materials are used to capture removed paint chips, debris, and abrasives (in the case of wet abrasive blast cleaning) while allowing the water to pass through. Permeable materials for the purpose of this specification are defined as materials with openings measuring 25 mils (625 microns) or less in greatest dimension.

⁷Chips and debris can be removed from the ground at the end of each shift, or the Contractor can install a Class 4W containment in the work area to collect the debris while allowing the water to pass through (see note 6)

⁸This method involves dry abrasive blast cleaning. Dust and debris shall not be permitted to escape from the containment.

Containment Components - The basic components that make up containment systems are defined below. The components are combined in Table 1 to establish the minimum containment system requirements for the method(s) of paint removal specified for the Contract.

- 1. Rigidity of Containment Materials Rigid containment materials consist of solid panels of plywood, aluminum, rigid metal, plastic, fiberglass, composites, or similar materials. Flexible materials consist of screens, tarps, drapes, plastic sheeting, or similar materials. When directed by the Engineer, do not use flexible materials for horizontal surfaces directly over traffic lanes or vertical surfaces in close proximity to traffic lanes. If the Engineer allows the use of flexible materials, the Contractor shall take special precautions to completely secure the materials to prevent any interference with traffic.
- 2. Permeability of Containment Materials The containment materials are identified as air impenetrable if they are impervious to dust or wind such as provided by rigid panels, coated solid tarps, or plastic sheeting. Air penetrable materials are those that are formed or woven to allow air flow. Water impermeable materials are those that are capable of containing and controlling water when wet methods of preparation are used. Water permeable materials allow the water to pass through. Chemical resistant materials are those resistant to chemical and solvent stripping solutions. Use fire retardant materials in all cases.
- 3. Support Structure Rigid support structures consist of scaffolding and framing to which the containment materials are affixed to minimize movement of the containment cocoon. Flexible support structures are comprised of cables, chains, or similar systems to which the containment materials are affixed. Use fire retardant materials in all cases.
- 4. Containment Joints Fully sealed joints require that mating surfaces between the containment materials and to the structure being prepared are completely sealed. Sealing measures include tape, caulk, Velcro, clamps, or other similar material capable of forming a continuous, impenetrable or impermeable seal. When materials are overlapped, a minimum overlap of 8 in. (200 mm) is required.
- 5. Entryway An airlock entryway involves a minimum of one stage that is fully sealed to the containment and which is maintained under negative pressure using the ventilation system of the containment. Resealable door entryways involve the use of flexible or rigid doors capable of being repeatedly opened and resealed. Sealing methods include the use of zippers, Velcro, clamps, or similar fasteners. Overlapping door tarpaulin entryways consist of two or three overlapping door tarpaulins.

- 6. Mechanical Ventilation The requirement for mechanical ventilation is to ensure that adequate air movement is achieved to reduce worker exposure to toxic metals to as low as feasible according to OSHA regulations (e.g., 29 CFR 1926.62), and to enhance visibility. Natural ventilation does not require the use of mechanical equipment for moving dust and debris through the work area.
- 7. Negative Pressure When specified, achieve a minimum of 0.03 in.(7.5 mm) water column (W.C.) relative to ambient conditions, or confirm through visual assessments for the concave appearance of the containment enclosure.
- 8. Exhaust Ventilation When mechanical ventilation systems are specified,, provide filtration of the exhaust air, to achieve a filtration efficiency of 99.9 percent at 0.5 microns.

CONTINGENCY PLAN FOR NON-LEAD BASED PAINT REMOVAL PROJECTS

Brid Loc	dge No ation:	.i	
Not	e:		
1.	A copsite.	y of this plan must be kept at the bridge while the Contractor's	employees are at the
2.	A cop	y of the plan must be mailed to the police and fire departments n.	and hospital identified
Prir	mary E	mergency Coordinator	
Add	iress:		
Pho	ne:	(Work)(Home)	
Alte	rnate	Emergency Coordinator	
Add	ne: dress: /:		
		(Work)(Home)	

Emergency Response Agencies

POLICE: 1. State Police (if bridge not in city) Phone:_____ District No. 2. County Sheriff _____Phone: ____ County: Address: _____ City Police _____Phone: ____ 3. District No. Address: Arrangements made with police: (Describe arrangements or refusal by police to make arrangements): FIRE: City _____Phone: ____ 1. 2. Fire District _____Phone: ____

Address: _____

3.	Other ₋	Phone:				
	Name:					
	Addres	s:				
	ngements artments to	s o	r refusa	l by	fire	
HOS	SPITAL:					
	Name: _	Phone:				
	Address:	<u> </u>				
arrar	ngements)	made with hospital: (Describe arrangements or refusal :	by	hospital	to r	nake
——Prop	erties of w	vaste and hazard to health:				
Plac	es where (employees working:				
Loca	ation of Bri	dge:				
Туре	es of injurie	es or illness which could result:				
Appr	opriate re	sponse to release of waste to the soil:				
Appr	opriate re:	sponse to release of waste to surface water:				

Emergency Equipment at Bridge

Emergency Equipment List 1. Two-way radio	Location of Equipment Truck	Description of Equipment	Capability of Equipment Communication
Portable Fire Extinguisher	Truck		Extinguishes Fire
Absorbent Material	Truck		Absorbs Paint or Solvent Spills
4. Hand Shovel	Truck		Scooping Material
5. 208 L (55 Gallon) Drum	Truck		Storing Spilled Material
6. 19 L (5 Gallon) Pail	Truck		Storing Spilled Material

Emergency Procedure

- 1. Notify personnel at the bridge of the emergency and implement emergency procedure.
- 2. Identify the character, source, amount and extent of released materials.
- 3. Assess possible hazards to health or environment.
- 4. Contain the released waste or extinguish fire. Contact the fire department if appropriate.
- 5. If human health or the environment is threatened, contact appropriate police and fire department. In addition, the Emergency Services and Disaster Agency needs to be called using their 24-hour toll free number (800-782-7860) and the National Response Center using their 24-hour toll free number (800-824-8802).
- 6. Notify the Engineer that an emergency has occurred.
- 7. Store spilled material and soil contaminated by spill, if any, in a drum or pail. Mark and label the drum or pail for disposal.
- 8. Write a full account of the spill or fire incident including date, time, volume, material, and response taken.
- 9. Replenish stock of absorbent material or other equipment used in response.

Lake County Prevailing Wage Rates posted on 10/3/2022

OPERATING ENGINEER

BLD

ΑII

58.85

59.10

2.0

2.0

2.0

2.0

22.15

19.30

2.00

2.55

Overtime Pension Vac C Base Foreman M-F Sa Su Hol H/W Trng Other Type **Trade Title** Ra Ins ALL 47.40 48.40 1.5 1.5 2.0 2.0 17.05 15.21 0.00 0.90 ASBESTOS ABT-GEN ΑII BLD 39.60 42.77 1.5 1.5 2.0 2.0 14.77 13.59 0.00 0.86 ΑII ASBESTOS ABT-MEC BLD 53.66 58.48 2.0 2.0 2.0 2.0 6.97 23.69 0.00 2.67 BOILERMAKER ΑII BLD 49.81 54.79 1.5 1.5 2.0 2.0 12.10 21.56 0.00 1.10 ΑII **BRICK MASON** ALL 52.01 54.01 1.5 1.5 2.0 2.0 11.79 24.76 1.50 08.0 **CARPENTER** ΑII ALL 48.00 50.00 2.0 1.5 2.0 2.0 11.65 28.36 0.00 0.55 **CEMENT MASON** ΑII BLD 44.18 44.18 1.5 1.5 2.0 2.0 12.25 14.77 0.00 1.00 CERAMIC TILE FINISHER ΑII **BLD** 43.00 17.82 2.26 40.20 1.5 1.5 2.0 2.0 13.67 0.90 COMMUNICATION TECHNICIAN ΑII Αll ALL 47.56 64.89 1.5 1.5 2.0 2.0 7.00 13.32 0.00 1.19 1.43 ELECTRIC PWR EQMT OP ALL 10.23 0.00 1.10 36.53 64.89 1.5 1.5 2.0 2.0 7.00 0.92 ELECTRIC PWR GRNDMAN ΑII ALL 57.17 64.89 1.5 1.5 2.0 2.0 7.00 16.01 0.00 1.43 1.72 **ELECTRIC PWR LINEMAN** ΑII ALL 1.5 7.00 0.00 0.95 1.14 ELECTRIC PWR TRK DRV ΑII 37.86 64.89 1.5 2.0 2.0 10.61 BLD 43.02 47.27 1.5 1.5 2.0 2.0 15.12 25.79 6.55 0.71 **ELECTRICIAN** ΑII **BLD** 62.47 70.28 2.0 2.0 2.0 2.0 16.03 20.21 5.00 0.65 **ELEVATOR CONSTRUCTOR** ΑII ALL 46.89 48.89 1.5 1.5 2.0 2.0 13.68 17.42 0.00 0.75 ΑII **FENCE ERECTOR** BLD 48.75 50.25 1.5 2.0 2.0 2.0 15.19 24.43 0.00 1.70 **GLAZIER** ΑII BLD 0.00 52.80 55.97 1.5 1.5 2.0 2.0 16.76 0.86 **HEAT/FROST INSULATOR** ΑII 14.77 ALL 55.81 57.81 2.0 2.0 2.0 2.0 16.05 25.31 0.00 0.49 IRON WORKER ΑII ALL 47.40 17.05 48.15 1.5 1.5 2.0 2.0 15.21 0.00 0.90 **LABORER** ΑII ALL 52.01 54.01 1.5 1.5 2.0 2.0 11.79 24.76 1.50 08.0 ΑII **LATHER** BLD 53.18 57.18 1.5 1.5 2.0 2.0 9.93 8.95 1.85 1.47 **MACHINIST** ΑII ALL 1.5 2.0 19.60 0.00 38.00 51.41 1.5 2.0 12.10 0.60 MARBLE FINISHER ΑII BLD 1.5 0.00 0.78 48.96 53.86 1.5 2.0 2.0 12.10 21.03 MARBLE MASON ΑII ALL 37.40 1.5 1.5 2.0 2.0 17.05 15.21 0.00 0.90 MATERIAL TESTER I ΑII ALL 42.40 1.5 1.5 2.0 2.0 17.05 15.21 0.00 0.90 MATERIALS TESTER II ΑII ALL 52.01 54.01 1.5 1.5 2.0 2.0 11.79 24.76 1.50 08.0 ΑII MILLWRIGHT **OPERATING ENGINEER** ΑII BLD 1 55.10 59.10 2.0 2.0 2.0 2.0 22.15 19.30 2.00 2.55 2.00 BLD 2 53.80 59.10 2.0 2.0 2.0 2.0 22.15 19.30 2.55 **OPERATING ENGINEER** ΑII BLD 51.25 59.10 2.0 2.0 2.0 2.0 22.15 19.30 2.00 3 2.55 **OPERATING ENGINEER** ΑII BLD 49.50 59.10 2.0 2.0 2.0 2.0 22.15 19.30 2.00 2.55 **OPERATING ENGINEER** ΑII

OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	FLT	1	61.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	2	59.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	3	58.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	4	53.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	5	62.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	6	41.00	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
ORNAMENTAL IRON WORKER	All	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75
PAINTER	All	ALL		50.30	56.59	1.5	1.5	1.5	2.0	14.26	14.99	0.00	1.72
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11. 79	24.76	1.50	0.80
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92
PLASTERER	All	BLD		48.65	51.57	2.0	1.5	2.0	2.0	11.65	28.21	0.00	0.55
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58
ROOFER	All	BLD		47.80	51.80	1.5	1.5	2.0	2.0	11.58	14.71	0.00	0.96
SHEETMETAL WORKER	All	BLD		49.10	53.03	1.5	1.5	2.0	2.0	13.53	28.20	0.00	1.00
SIGN HANGER	All	BLD		34.72	37.50	1.5	1.5	2.0	2.0	6.85	4.50	0.00	0.00
SPRINKLER FITTER	All	BLD		53.25	56.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75
STEEL ERECTOR	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03
TERRAZZO MASON	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07
TILE MASON	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRAFFIC SAFETY WORKER II	ALL	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRUCK DRIVER	All	ALL	1	42.09	42.64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15
TRUCK DRIVER	All	ALL	2	42.24	42.64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15
TRUCK DRIVER	All	ALL	3	42.44	42.64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15

TRUCK DRIVER	All	ALL	4	42.64	42.64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations LAKE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of

tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine;

Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump

Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

- Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.
- Class 6. Field Mechanics and Field Welders
- Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

- Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).
- Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.
- Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.
- Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.
- Class 5. Friction or Lattice Boom Cranes.
- Class 6, ROV Pilot, ROV Tender

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFFTY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2. Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

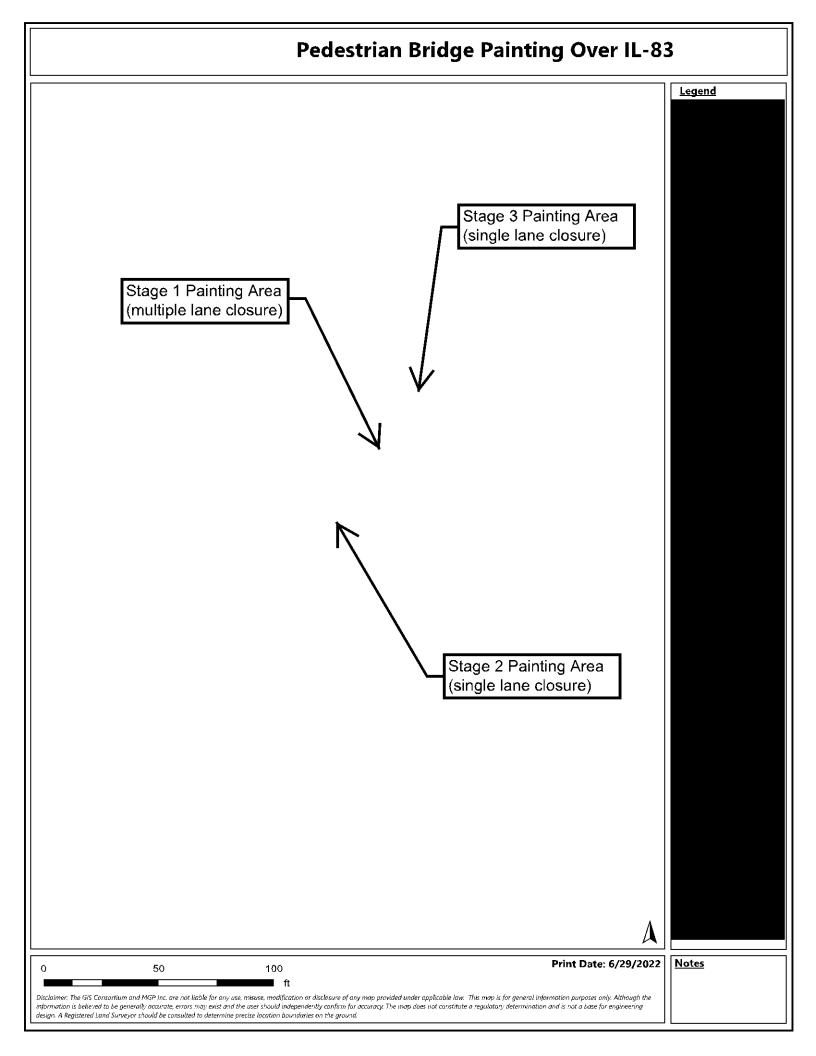
Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

APPENDIX A

STAGING EXHIBIT



APPENDIX B

NBIS INPECTION REPORT FOR INFORMATION ONLY

Routine Inspection Report

SN: 2016-01 ADT Un	int. Co	1 ns:				DT: Sta	atus	k Pct:				
Faci Carried		rossed: I	L 83									
Location: Near Name:	Lake Cook Road	Munici	Buffalo G	rove I&		Section Section	/	ln				
Intervals	Routine	Fracture 0	Critical:	erwate	r:			Level				
90 –	07 / 15 /	2020 90C		90C – Tei	C - Temp. °F): 86		90B1	90B1 – In Depth				
t	☐ Reason			- Co	onsultant	ram	r:	Drabicki				
				_	Jilouluii	Tam	••	DIGOICKI				
90B-1												
Prev ous												
Pre												
Resources												
Time			Control:			Waders		Snooper:				
	lManlift:	Bucket Tru	uck:	Other:								
			ln									
58 - Deck Cor	ndition											
59 - Superstru	ucture Cond											
,												
60 - Substructure Cond												
ou described out of the control of t												
61 – Channel	Condition:	N										
or — chamier	Contaidon.	14										
74 10/-1	. Adamira ari	NI.										
71 – Waterway	Adequacy.	N										
	D											
72 – Approach	i Kawy Align	N										
111 – Pier Navi	g Protection:											
			-									

Routine Inspection Report Structure Number: 2016-01

Tons

Additional Data Rail Types: 36A - Bridge Railing Adequacy: Prev New Prev New Prev New 2 36B - Transitions: _ 36D - Ends New Prev New 108D - Total Deck Thickness (In.) 59A - Paint Date (Mo/Yr): <u>Color</u>: Fascia – ____; Inter. – ____;Railing – ____ 70A2 - Single Unit Vehicles: Tons 70B2 - Combination Type 3S-1 (3 or 4 axles) Tons

Joint Openings (In.)

90B - Inspection Remarks Continued:

70C2 - Combination Type 3S-2 (5 or more axles):

70D2 - One Truck at a Time

Signature Date 8/14/20 8/14/20

Structure Number: 2016-01 Inspection Date: 7/15/2020 Start of Inspection Conditions: Time: 1:20pm

Weather: 86°F with cloud cover

Inspectors: Scott Drabicki (Program Manager, Team Leader), Erin Hayes

The structure is a single span truss from southwest to northeast carrying a pedestrian path over Illinois Route 83.

Deck, measurements from northeast abutment:

- Flexure cracking in concrete curb on both sides.
- Transverse crack at 50', SE side of deek, hairline, extends from curb out 4'.
- Transverse crack at 73', SE side of deck, hairline, extends from curb out 4'.
- Transverse crack at 91', SE side of deck, hairline, extends from curb out 3.5'.

Superstructure

• The bridge was fabricated in 3 sections and field assembled in place. Surface corrosion is prevalent at each field splice points

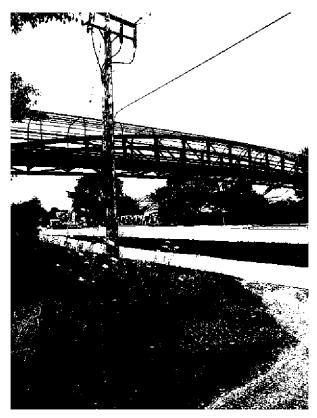
Other Observations:

- Bridge approaches are MSE with wooden railings. 4" guardrail standard is not achieved.
- Two of the metal fencing support posts on the bridge are deformed at their base (at 144' and 155', NW side of deck). Deformation appears to be from freezing water inside the posts.
- One bolt missing and several others are damaged from the expansion joint covering plate on the southwest abutment.
- There is significant woody plant growth along the northeast abutment MSE wall.
- Bridge bearings are inaccessible from the top of the abutment due to safety fencing and framing lumber remaining in place. Bearing inspection should be possible from the abutment face using a large ladder or manlift.
- Stay in place steel forms were used to construct the deck. The bottom of the concrete deck could not be inspected due to the stay in place metal forms.

End of Inspection Conditions:

Time: 2:30pm

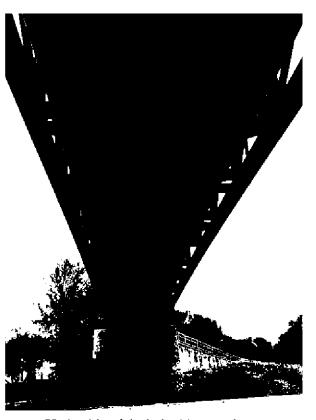
Weather: 86°F with cloud cover



Southeast side of structure.



Corrosion typical at splice points.



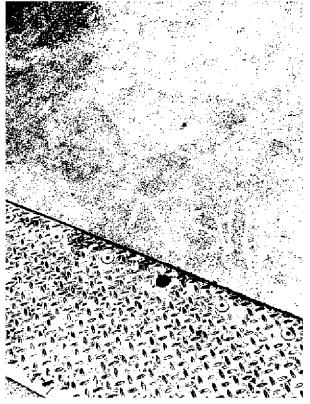
Underside of deck, looking northeast.



Corrosion typical at splice points.



Deformed fence post at 144' from northeast abutment.



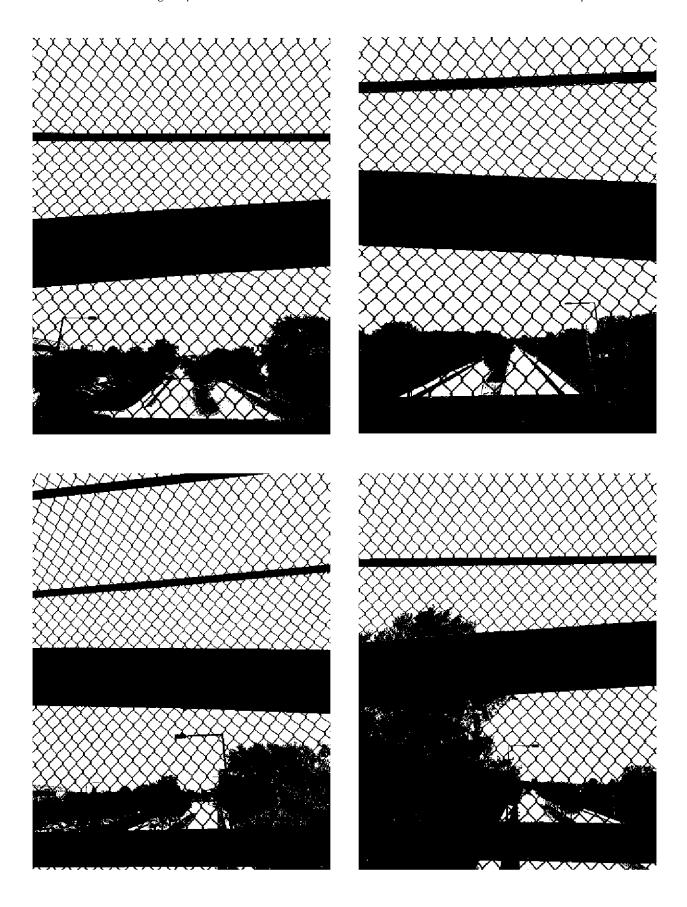
Bolt missing from the expansion joint covering plate.

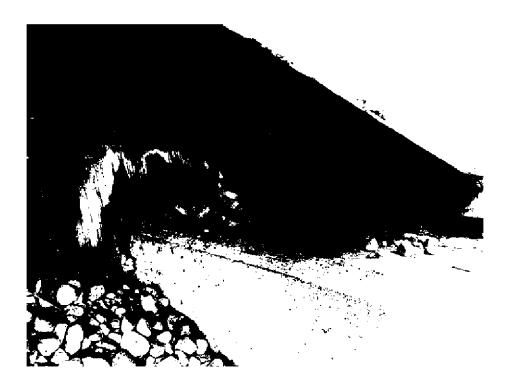


Deformed fence post at 155' from northeast abutment.

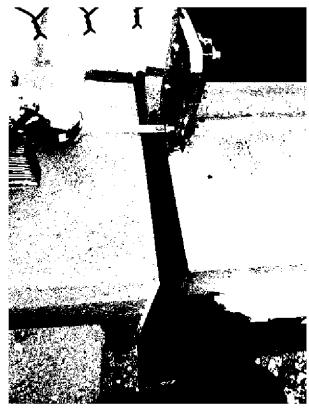


Significant woody plant growth along the northeast abutment.





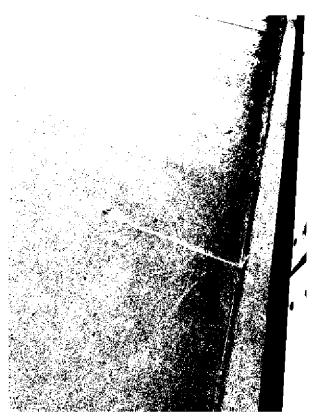


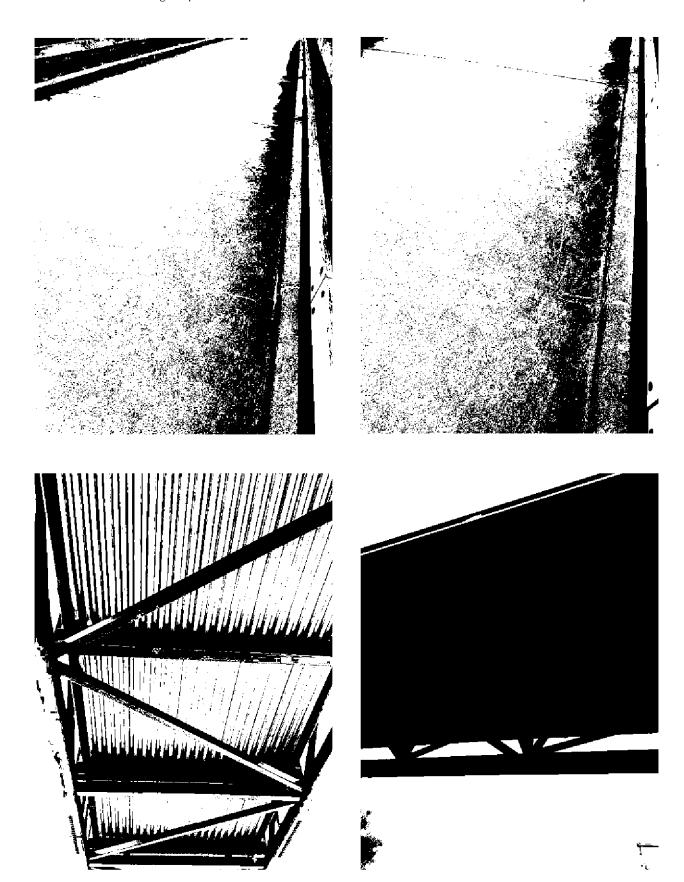


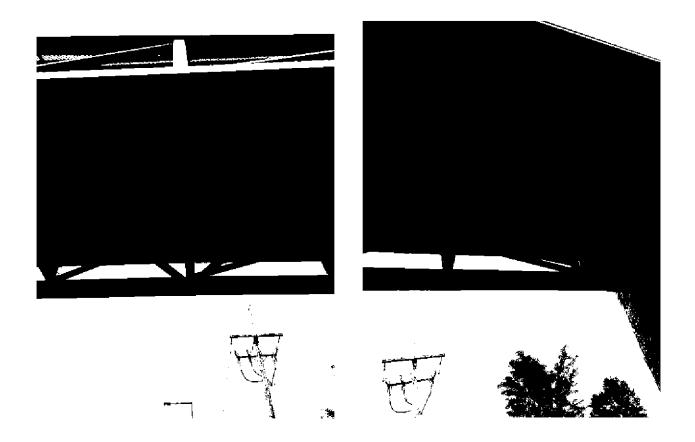










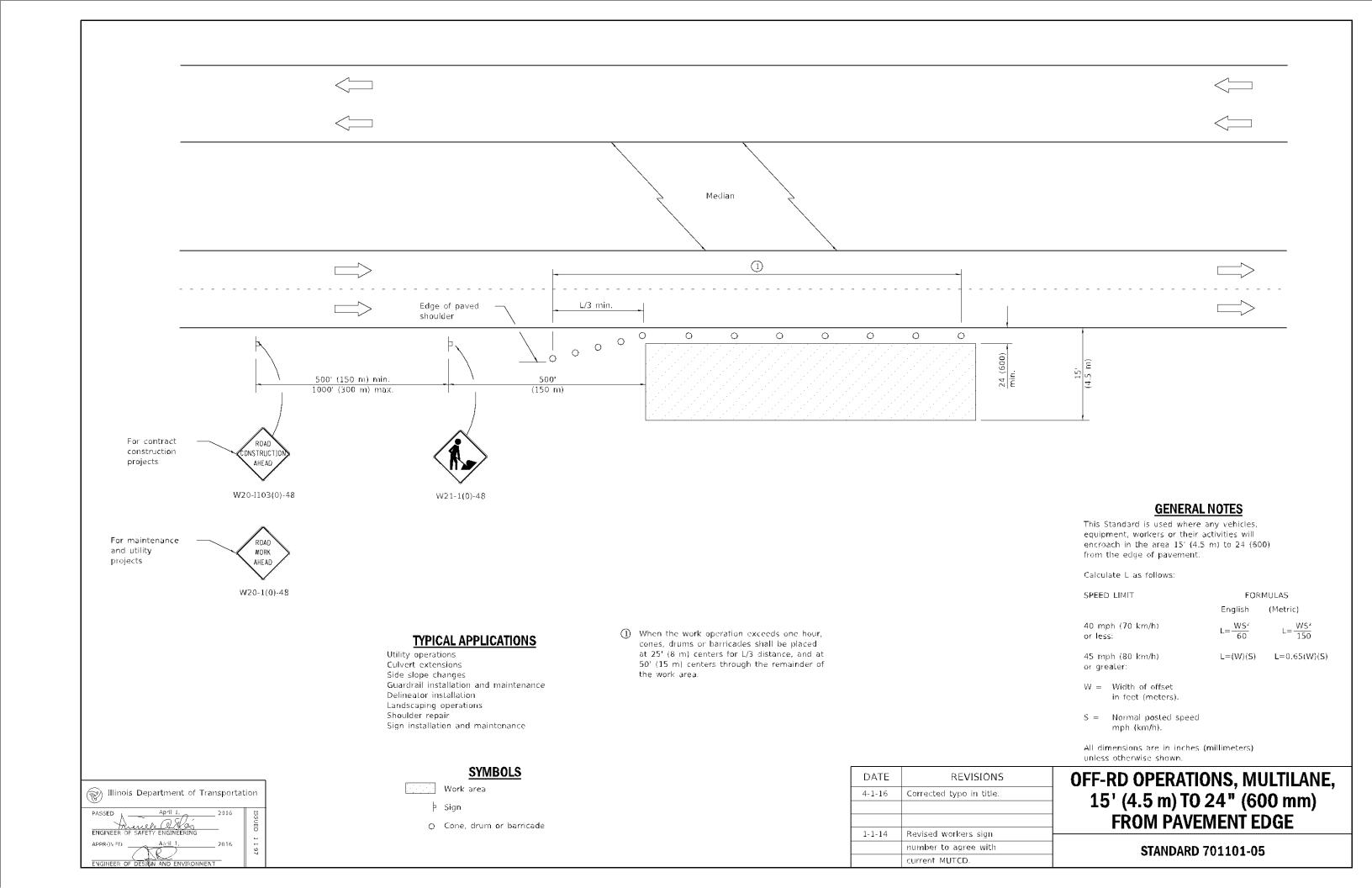


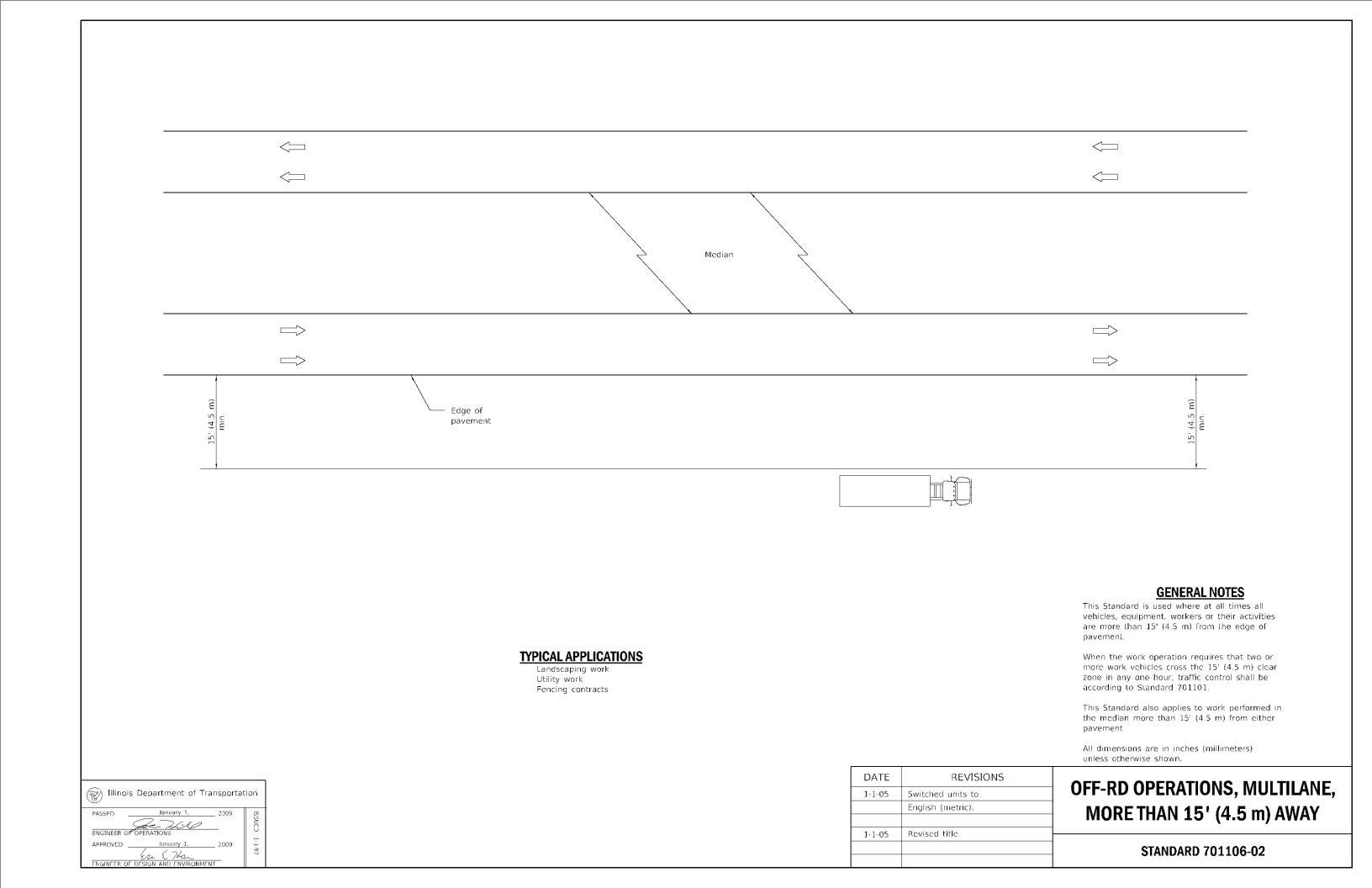
APPENDIX C

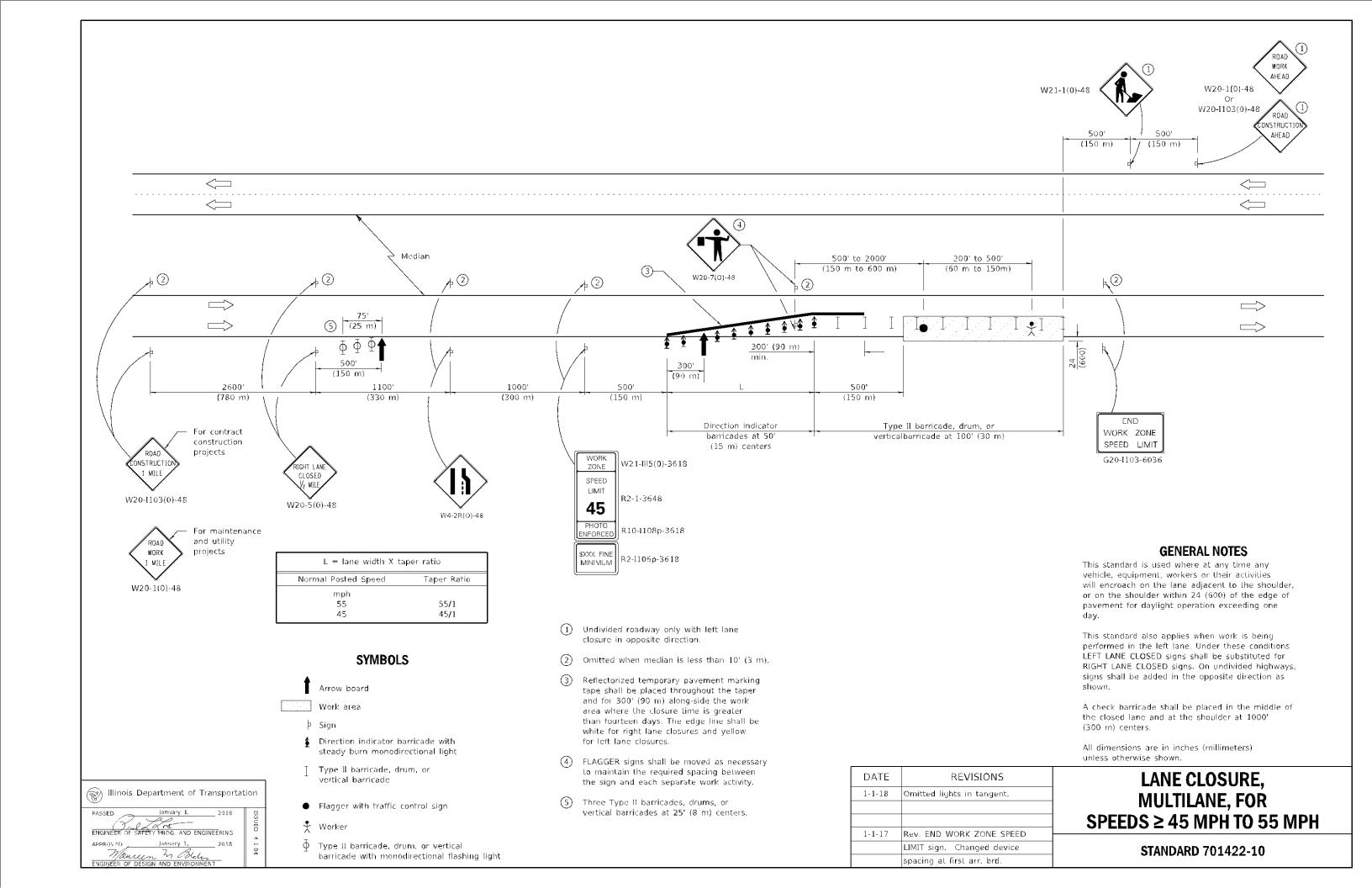
PEDESTRIAN BRIDGE AS-BUILT PLANS FOR INFORMATION ONLY

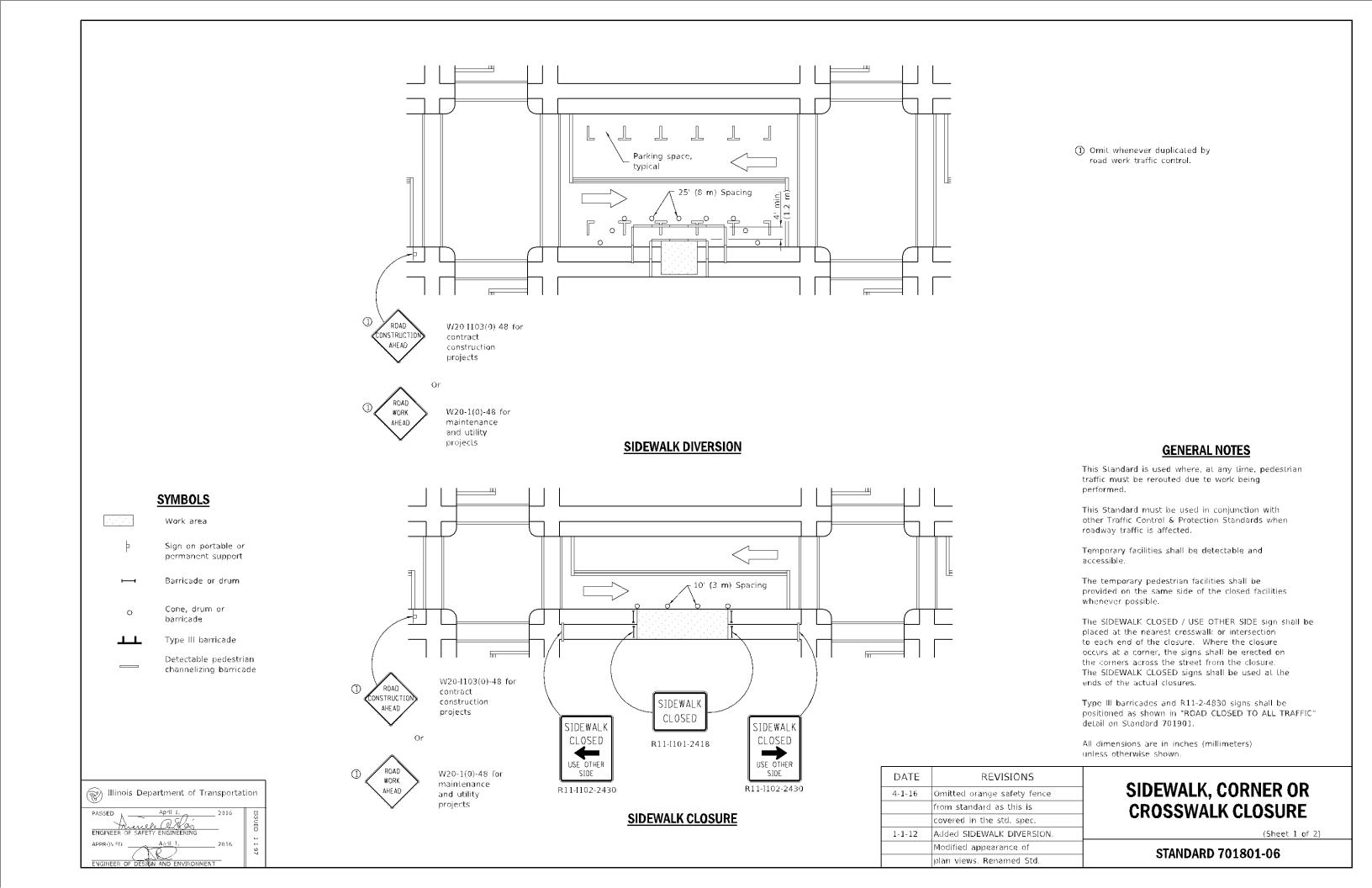
APPENDIX D

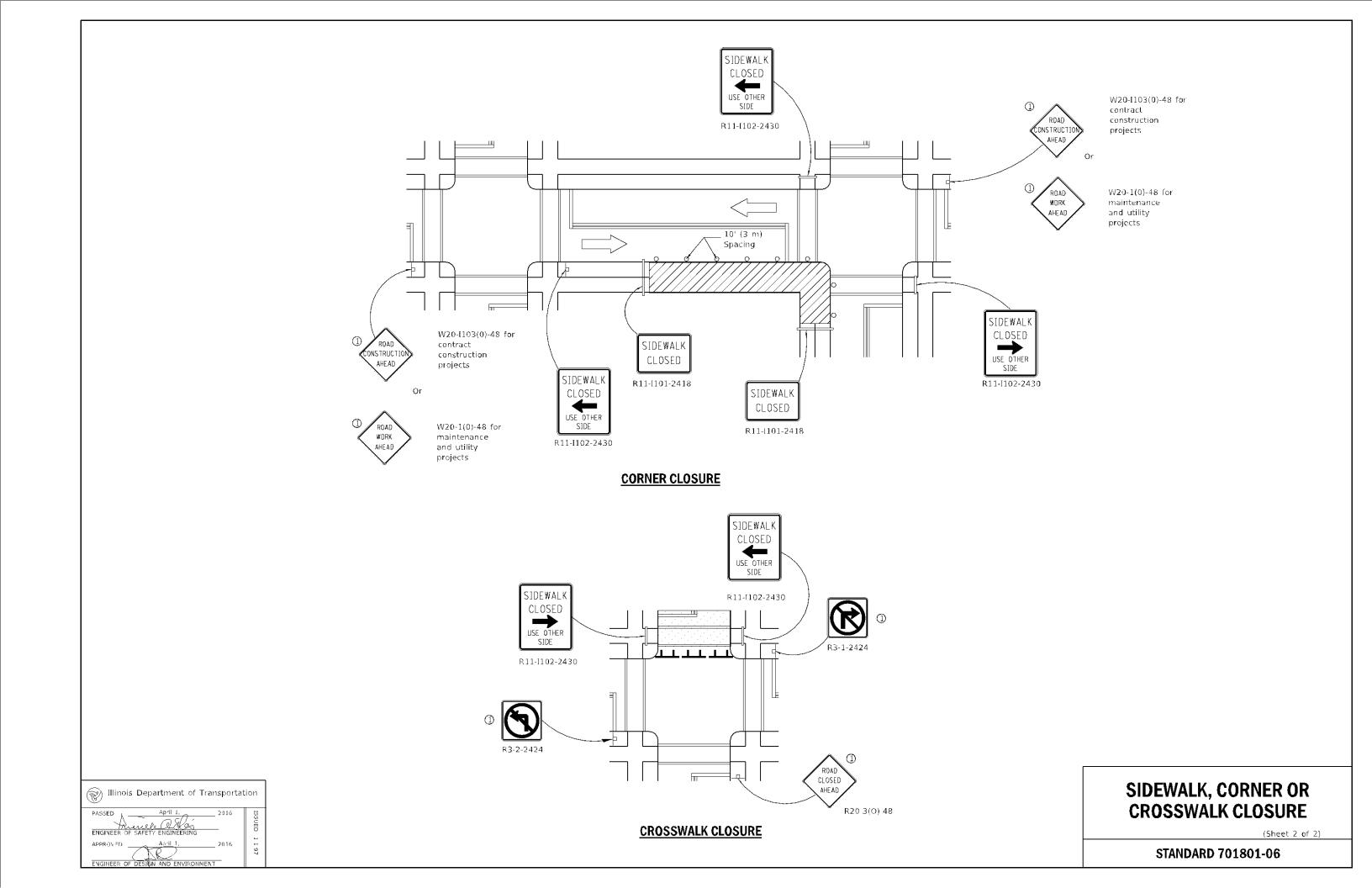
IDOT HIGHWAY STANDARDS & DISTRICT SPECIFIC STANDARDS

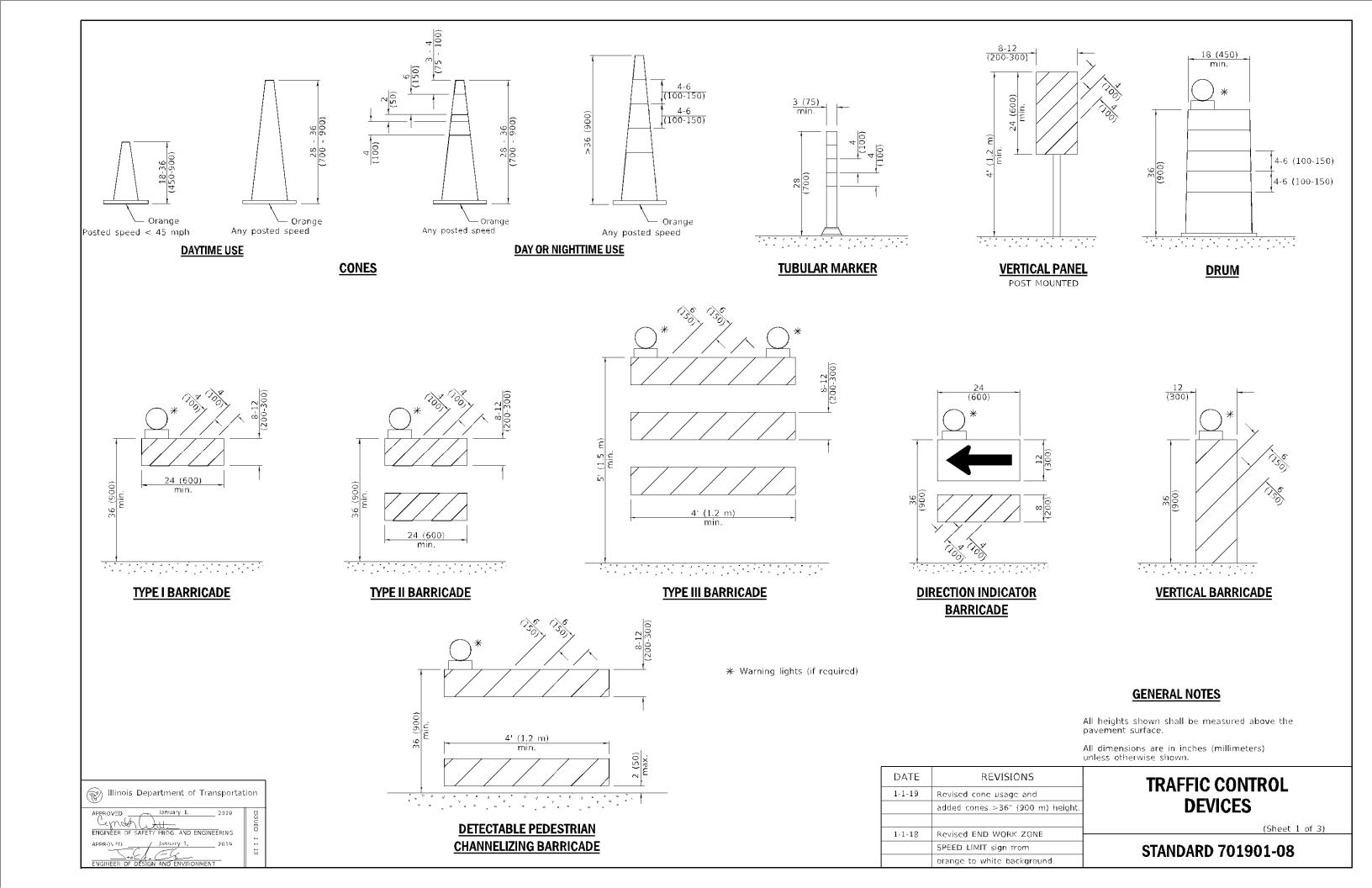


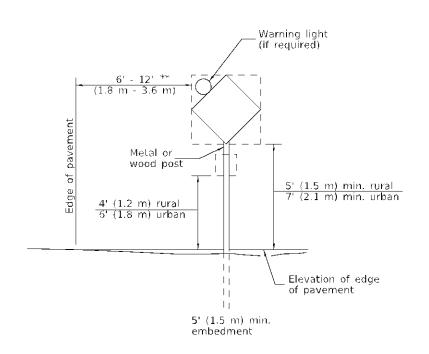






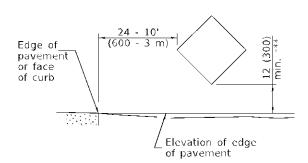






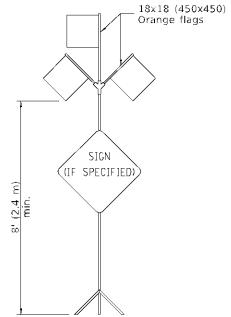
POST MOUNTED SIGNS

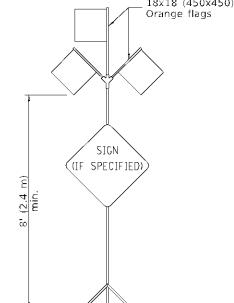
When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



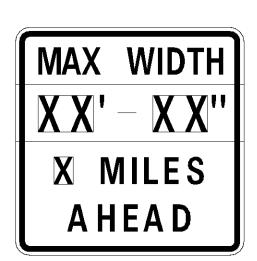
SIGNS ON TEMPORARY SUPPORTS

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





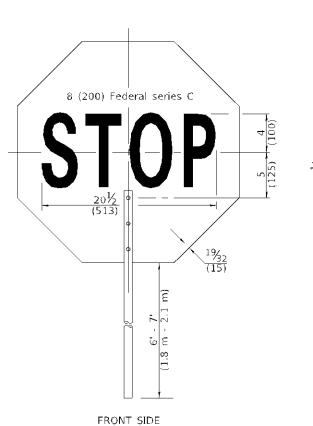
HIGH LEVEL WARNING DEVICE

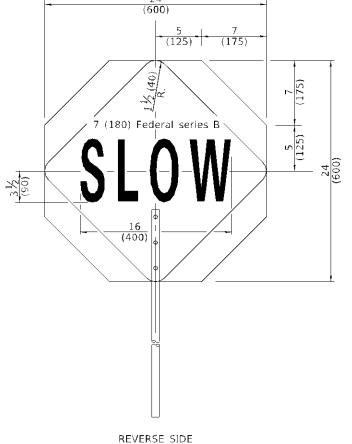


W12-I103-4848

WIDTH RESTRICTION SIGN

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





FLAGGER TRAFFIC CONTROL SIGN

ROAD CONSTRUCTION NEXT X MILES

END CONSTRUCTION

G20-I104(0)-6036

G20-I105(0)-6024

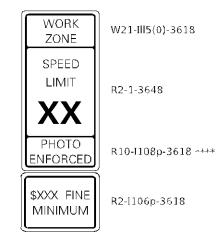
This signing is required for all projects 2 mileš (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of pro-

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

Dual sign displays shall be utilized on multilane highways.

WORK LIMIT SIGNING



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



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

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

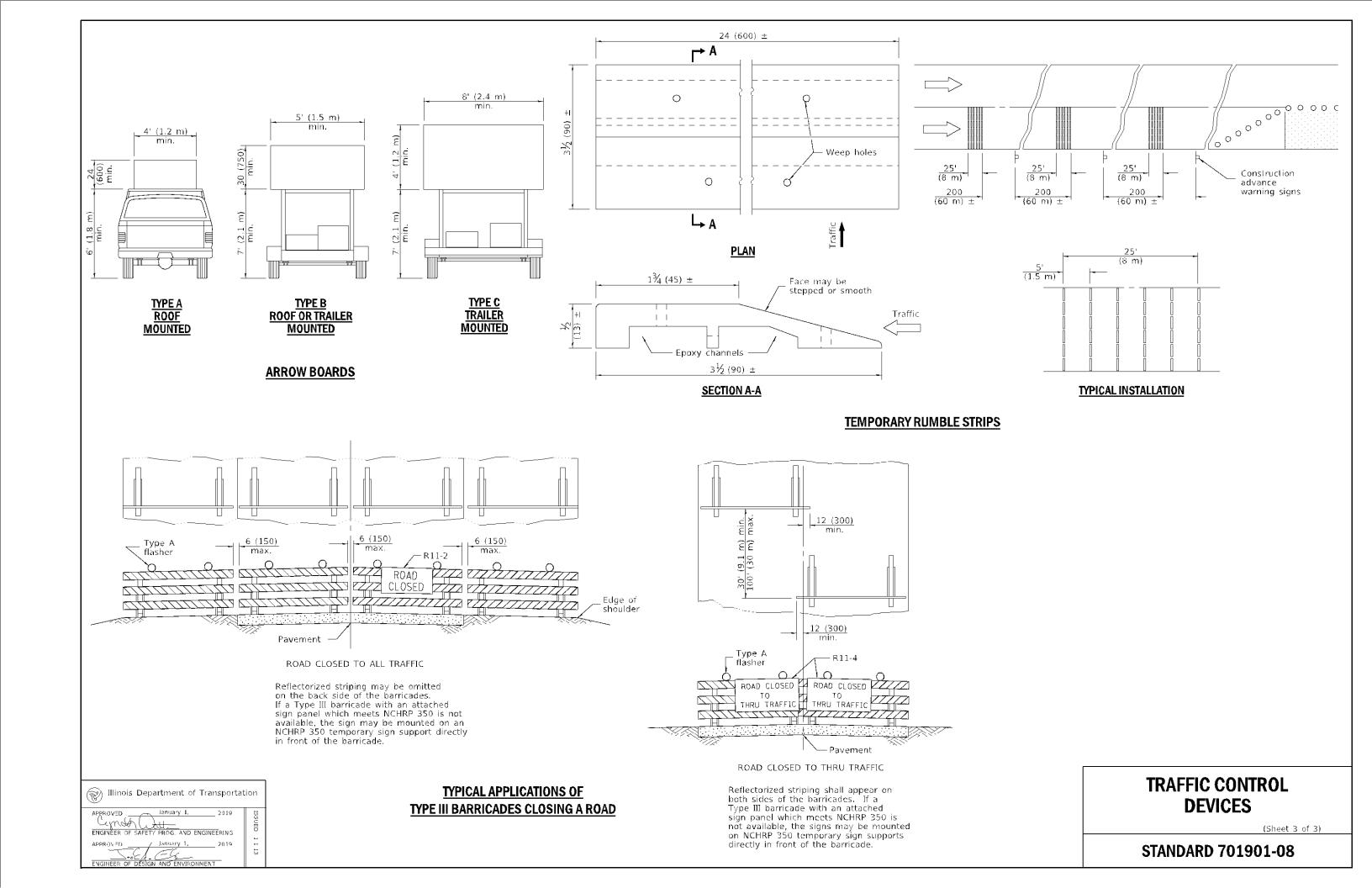
**** R10-I108p shall only be used along roadways under the juristiction of the State.

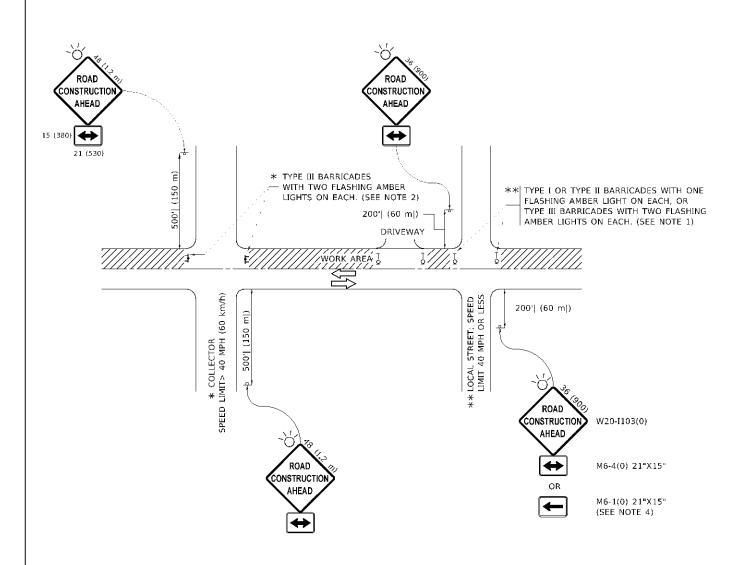
TRAFFIC CONTROL **DEVICES**

(Sheet 2 of 3)

STANDARD 701901-08

Illinois Department of Transportation APPROVED January I. 2019
CYNCHOLOGY
ENGINEER OF SAFETY PROG. AND ENGINEERING January I.





NOTES:

- 1. SIDE ROAD WITH A SPEED LIMIT OF 40 MPH (60 km/h) OR LESS AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
- a) ONE "ROAD CONSTRUCTION AHEAD" SIGN 36 x 36 (900x900) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 200' (60 m) IN ADVANCE OF THE MAIN ROUTE.
- b) THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE I, TYPE II OR TYPE III BARRICADES, 1/3 OF THE CROSS SECTION OF THE CLOSED PORTION.
- SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (60 km/h) AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
- a) ONE "ROAD CONSTRUCTION AHEAD" SIGN 48 x 48 (1.2 m x 1.2 m) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 500' (150 m) IN ADVANCE OF THE MAIN ROUTE.
- THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY
 b) BLOCKING WITH TYPE III BARRICADES, 1/2 OF THE CROSS SECTION
 OF THE CLOSED PORTION.
- CONES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. CONES SHALL BE A MINIMUM OF 28 (710) IN DECOLT
- WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE
 4. SIGNING AND THE WORK ZONE, A SINGLE HEADED ARROW (M6-1) SHALL
 BE USED IN LIEU OF THE DOUBLE HEADED ARROW (M6-4).

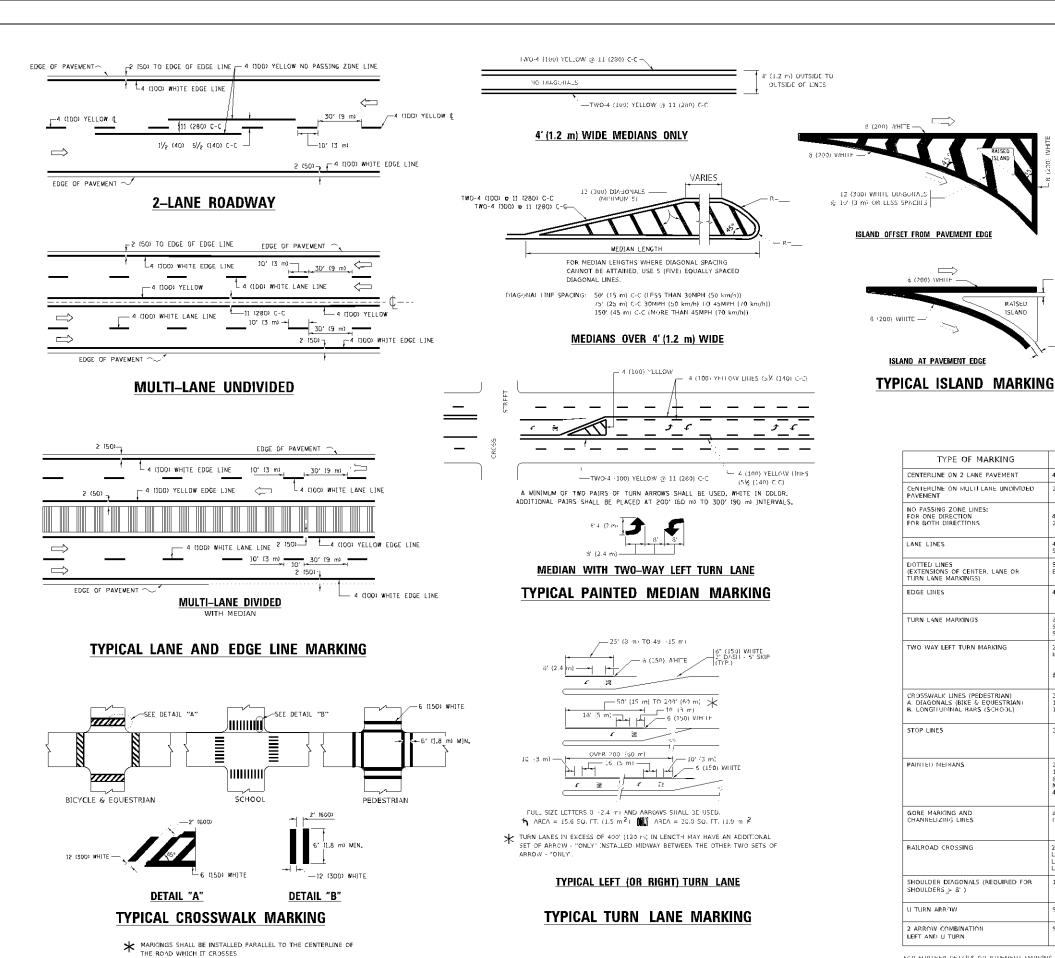
- 5. WHEN WORK IS BEING PERFORMED ON A SIDE ROAD OR DRIVEWAY, FOLLOW THE APPLICABLE STANDARD(S). THE DIRECTIONAL ARROW (M6-1 OR M6-4) SHALL BE COVERED OR REMOVED WHEN NO LONGER CONSISTENT WITH THE TRAFFIC CONTROL SET-UP.
- 6. ADVANCE WARNING SIGNS ARE TO BE OMITTED ON DRIVEWAYS UNLESS OTHERWISE SPECIFIED IN THE PLANS OR BY THE ENGINEER
- THE TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHALL BE INCLUDED IN THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR ITEMS.

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

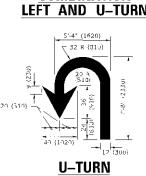
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

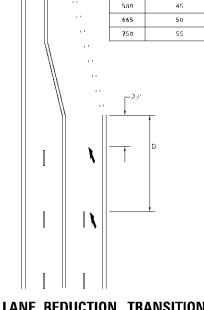
TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS

| SHEET 1 OF 1 SHEETS STA. TO STA



COMBINATION LEFT AND U-TURN 5'-4" (1620)





D(FT)

SPEED LIMIT

LANE REDUCTION TRANSITION

* LANE REDUCTION ARROWS REQUIRED AT SPEEDS OF 45 MPH OR GREATER OR WHEN SPECIFIED IN PLANS.

<u>0-101114</u>								
TYPE OF MARKING	WIDTH OF LINE	PATTERN	COLOR	SPACING / REMARKS				
CENTERLINE ON 2 LANE PAVEMENT	4 (100)	SKIP-DASH	YELLOW	10' (3 m) LINE WITH 30' (9 m) SPACE				
CENTERLINE ON MULTILANE UNDIVIDED PAVEMENT	2 & 4 (100)	SOLID	YELLOW	11 (280) C C				
NO PASSING ZONE LINES: FOR ONE DIRECTION FOR BOTH DIRECTIONS	4 (10D) 2 @ 4 (100)	SOLID SOLID	AETFOM AETFOM	5½ (143) C-C FROM SKIP-DASH CENTERLINE 11 (240) C-C OMIT SKIP-DASH CENTERLINE BETWEEN				
LANE LINES	4 (100) 5 (125) ON FREEWAYS	SKIP DASH SKIP-DASH	WHITE WHITE	10' (3 m) LINE WITH 30' (9 m) SPACE				
DOTTED LINES (EXTENSIONS OF CENTER, LANE OR TURN LANE MARKINGS)	SAME AS LINE BEING EXTENDED	SKIP-DASH	SAME AS LINE BEING EXTENDED	2' (600) LINE WITH 6' (1.8 m) SPACE				
EDGE LINES	4 (100)	SOLID	YELLOW-LEFT WHITE RIGHT	OUTLINE MEDIANS IN YELLOW				
TURN LANE MARKINGS	6 (150) LINE; FULL SIZE LETTERS & SYMBOLS (8' (2.4m))	SOLID	WHITE	SEE TYPICAL TURN LANE MARKING DETAIL				
TWO WAY LEFT TURN MARKING	2 @ 4 (100) EACH DIRECTION 3' (2.4m) LEFT ARROW	SKIP-DASH AND SOLID IN PAIRS	WHITE	10' (3 mi LINE WITH 30' (3 m) STACE FOR SKIP-DASH; 5½ (143) C-C BETVIEN SOLID LINE AND SKIP-DASH LINE SEE TYPICAL TWO-WAY LEFT TURN MARKING DETAIL				
CROSSWALK LINES (PEDESTRIAN) A. DIAGONALS (BIKE & EQUESTRIAN) B. LONGHUDINAL BARS (SCHOOL)	2 @ 6 (150) 12 (300) @ 45° 12 (300) @ 90°	SOLID SOLID SOLID	WHITE WHITE WHITE	NOT LESS THAN 6' (1.8 m) APART 2' (600) AFART 2' (600) APARI SEE TYPICAL CROSSWALK MARKING DETAILS.				
STOP LINES	24 (500)	SOLID	WHITE	PLACE 4' (1.2 m'; IN ADVANCE OF AND PARALLEH TO CROSSWOK, IF PRESENT. OTHERWISE, PLACE AT LOSEINED STOPPHING POINT. PARALLEH TO CROSSROAD CENTERLINE, WHERE POSSIBLE				
PAINTED MEDIANS	2 & 4 (100) WITH 12 (300) DIAGONALS & 45° NO DIAGONALS USED FOR 4' (1.2 m) WIDE MEDIANS	SOLID	YELLOW: TWO WAY TRAFFIC WHITE: ONE WAY TRAFFIC	11 (280) C-C FOR THE DOURLE LINE SEE TYPICAL PAINTED MEDIAN MARKING.				
GORE MARKING AND CHANNELIZING LINES	원 (200) WITH 12 (300) DIAGONALS © 45°	SOLID	WHITE	DIAGONALS: 15' (4.5 m) The C (LESS THAN 30MPH (50 km/h)] 20' (6 m) C-C 30MPH (50 km/h) TO 45MPH (70 km/h)) 30' (9 m) C-C (OVER 45MPH (70 km/h))				
RAILROAD CROSSING	24 (600) TRANSVERSE LINES; "RR" IS 6' (1.8 m) LETTERS; 16 (400) LINE FOR "X"	SDLID	WHITE	SEE STATE STANDARD 780001 AREA OF: "R"=3.6 SQ. FT. (0.33 m) ² EACH "X"=54.0 SQ. FT. (5.0 m) ²				
SHOULDER DIAGONALS (REQUIRED FOR SHOULDERS > 8')	12 (300) @ 45*	SDLID	WHITE - RIGHT YELLOW - LEFT	50 (15 m) C-C (LESS THAN 30MPH (50 km/h)) 75 (25 m) C-C (30 MPH (50 km/h) TO 45MPH (70 km/h)) 150' (45 m) C-C (OVER 45MPH (70 km/h))				
u turn arraw	SEE DETAIL	SOLID	WHITE	16.3 SF				
2 ARROW COMBINATION LEFT AND U TURN	SEE DETAIL	SOLID	WHITE	30.4 SF				

FOR FURTHER DETAILS ON PAVEMENT MARKING REFER TO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND STATE STANDARD 780001.

SCALE: NONE

RAISED

DISTRICT ONE TYPICAL PAVEMENT MARKINGS CONTRACT NO. SHEET 1 OF 2 SHEETS STA.

DRAWN REVISED C. JUCIUS 07 01 13 CHECKED REVISED C. JUCIUS 12 21 15 DATE

DESIGNED -

EVERS

REVISED

C. JUCIUS 09 09 09

USER NAME = ootemj

STATE OF ILLINOIS **DEPARTMENT OF TRANSPORTATION**

TURN BAY ENTRANCE AT START OF LANE CLOSURE TAPER

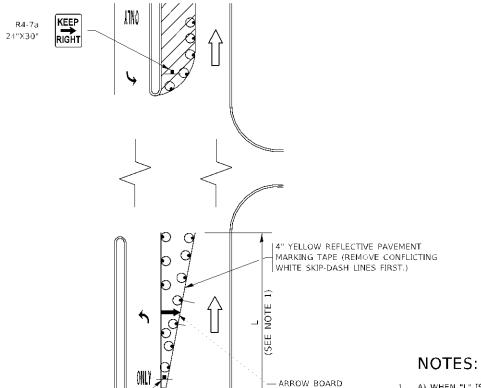


FIGURE 1

SEE DETAIL "A" -

LEGEND WORK AREA LANE OPEN TO TRAFFIC ARROW BOARD TYPE I OR II BARRICADE OR DRUM WITH STEADY BURN LIGHT

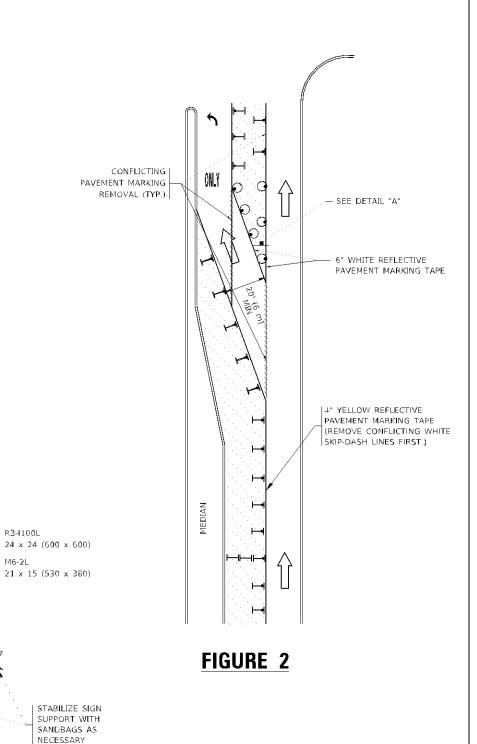
DRUM WITH STEADY BURN LIGHT

TYPE I OR II CHECK BARRICADE WITH FLASHING LIGHT

SIGN ASSEMBLY

- 1. A) WHEN "L" IS ≤ THE STORAGE LENGTH OF THE TURN LANE (AS SHOWN IN FIG. 1), USE FIGURE 1.
 - B) WHEN "L" IS > THE STORAGE LENGTH OF THE TURN LANE OR THE TURN LANE IS WITHIN THE LANE CLOSURE, USE FIGURE 2.
- 2. CONES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. CONES SHALL BE A MINIMUM OF 28 (710) IN HEIGHT.
- 3. LIGHTS WILL NOT BE REQUIRED ON BARRICADES OR DRUMS FOR DAY OPERATIONS. ALL LIGHTS SHALL BE MONODIRECTIONAL.
- 4. REFLECTIVE TEMPORARY PAVEMENT MARKINGS SHALL BE PLACED THROUGHOUT THE BARRICADED AREAS OF EACH TURN BAY AS SHOWN WHERE THE CLOSURE TIME IS GREATER THAN FOURTEEN (14) DAYS.
- 5. THIS APPLICATION ALSO APPLIES WHEN WORK IS BEING PERFORMED IN THE RIGHT LANE(S) AND THE RIGHT TURN BAY IS TO REMAIN OPEN. UNDER THIS CONDITION, "RIGHT TURN LANE" R3-I100R 24 x 24 (600 x 600) AND M6-2R 21 x 15 (530 x 380) SHALL BE USED.
- 6. THESE CONTROLS SHALL SUPPLEMENT MAINLINE TRAFFIC CONTROL FOR LANE CLOSURES.
- 7. THE SIGNS SHALL BE MOUNTED ABOVE THE BARRICADES/DRUMS ON SEPARATE SIGN SUPPORTS THAT MEET NCHRP 350 OR MASH PREQUIREMENTS.
- 8. TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (TO REMAIN OPEN TO TRAFFIC) SHALL BE INCLUDED IN THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR ITEMS.

TURN BAY ENTRANCE WITHIN A LANE CLOSURE



DETAIL A

M6-2L

TURN

LANE

(1.5 m) MIN. (SEE NOTE 7)

All dimensions are in inches (millimeters) unless otherwise shown

USER NAME = oolemj DESIGNED -T. RAMMACHER 09-08-94 REVISED - R. BORO 09 14 09 A. HOUSEH 11 07 95 REVISED - A. SCHUETZE 07-01-13 CHECKED -A. HOUSEH 10 12 96 REVISED - A. SCHUETZE D9-15-16 PLOT DATE = 3/4/2019 -T. RAMMACHER DI-OG-DD REVISED

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

SECTION TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (TO REMAIN OPEN TO TRAFFIC) CONTRACT NO. SHEET 1 OF 1 SHEETS STA.



Memorandum

TO: PARK BOARD OF COMMISSIONERS FROM: ERIKA STROJINC, EXECUTIVE DIRECTOR

RE: ORDINANCE UPDATE REQUEST (1.04 & 1.16)

DATE: JUNE 28, 2023

Action Requested:

Staff is requesting that the Board approve proposed updates to the Ordinances: 1.04 Alcohol, Drugs and Narcotics and 1.16 Fires.

Background Information:

Ordinance 1.04 Alcohol, Drugs and Narcotics

As discussed at the Board meeting in April, we noted the need to update this ordinance to reflect current practices. In addition, we cleaned up the language.

Ordinance 1.16 Fires

Staff received an inquiry from a resident about having a bon fire in one of our parks. In citing our ordinance in the response, staff noticed the need to update the language to make it clearer that fires (aside from the use of a grill) are prohibited. In addition, there were typos that needed to be addressed.

Enclosed:

- 1.04 Alcohol, Drugs and Narcotics Ordinance: Current, Proposed, and Clean Copy
- 1.16 Fires Ordinance: Current, Proposed, and Clean Copy

CURRENT ORDINANCE:

1.04 ALCOHOL, DRUGS AND NARCOTICS

No person shall use or possess drugs or narcotics as defined in the Illinois Revised Statutes on Park District properties.

No person shall bring within, sell or give away, or drink alcoholic beverages at any time in the park system, unless written permission by the Board of Commissioners has been granted (except in connection with Park District sponsored activities, programs, and/or events). Notice must be given, to the Board of Commissioners, at least thirty (30) days prior to the scheduled event, and then only if proper forms, accompanied with a Village of Buffalo Grove liquor license and proof of dram shop insurance coverage, are exhibited. At no time shall beer, wine or alcoholic liquor be served to anyone below the age of 21 years, and the service shall at all times be in compliance with the laws of the State of Illinois and the ordinance of the Village of Buffalo Grove, Illinois.

No person shall be under the influence of intoxicating liquor, drugs or narcotics while in any park.

PROPOSED CHANGES:

1.04 ALCOHOL, DRUGS AND NARCOTICS

No person shall use or possess <u>illegal</u> drugs or narcotics as defined in the Illinois Revised Statutes on Park District properties.

No person shall bring within, sell, or give-away, or drink alcoholic beverages at any time in the park system, unless written permission by the Board of Commissioners has been granted. (except in connection with Park District spensored activities, programs, and/or events). Notice must be given, to the Board of Commissioners, at least thirty (30) days prior to the scheduled event, and then only if proper forms, accompanied with a Village of Buffalo Grove liquor license and proof of insurance including dram shop insurance coverage, are exhibited.

The Park District, with applicable licensing, reserves the right to sell alcoholic beverages on Park District property during Park District sponsored activities, programs, and/or events.

Renters at the Community Arts Center who wish to have alcoholic beverage consumption during their private rental may apply do so by completing the Park District's alcohol rental request forms. In addition, they will be required to obtain a Village of Buffalo Grove and/or State of Illinois liquor license and provide proof of insurance including dram shop coverage.

At no time shall beer, wine or alcoholic liquor be served to anyone below the age of 21 years, and the service shall at all times be in compliance with the laws of the State of Illinois and the ordinance of the Village of Buffalo Grove, Illinois.

No person shall be intoxicated on Park District property, under the influence of intoxicating liquor, drugs or narcotics while in any park.

CLEAN COPY:

1.04 ALCOHOL, DRUGS AND NARCOTICS

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No person shall be intoxicated on Park District property.

CURRENT ORDINANCE:

1.16 FIRES

No person shall light or make use of any fire on Park District property, except such portions thereof as may be designated for such purpose, such as in a grill, and then only under such regulations as are prescribed by the Park District. No fire shall ever be left unattended. Every fire shall be under the continuous care and direction of a competent person 18 years of age or older from the time it is kindled until the time it is completely extinguished. All fires must be properly and completely extinguished prior to any person leaving the site of the fire. Noro person shall throw or otherwise discard lighted or smoldering material in any manner that threatens or causes damage to, or results in the burring of, District property or park resources, or creates a safety hazard.

PROPOSED CHANGES:

1.16 FIRES

No person shall light or make use of any fire on Park District property—<u>except such portions thereof as may be designated for such purpose, such as in a grill, and then only under such regulations as are prescribed by the Park District. Bonfires or open flames of any kind are prohibited. The use of a grill is permitted in some designated areas, and then only under such regulations as are prescribed by the Park District. When use of a grill is permitted, the grill may never No fire shall ever be left unattended—and Every fire—shall be under the continuous care and direction of a competent person 18 years of age or older from the time it is kindled until the time it is completely extinguished. Grill embers All fires—must be properly and completely extinguished prior to any person leaving the grill site—of the fire. Nore person shall throw away or otherwise discard lighted or smoldering material in any manner that threatens or causes damage to, or results in the burring of, District property—or, park resources, or creates a safety hazard.</u>

CLEAN COPY:

1.16 FIRES

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Memorandum

Memo To: Park Board of Commissioners

Erika Strojinc, Executive Director

From: Dani Hoefle, Superintendent of Parks

Subject: PDRMA Annual Report

Date: June 28, 2023

Enclosed in the Board Packet is PDRMA's 2022 Annual Report. This document highlights a summary of PDRMA's previous year's updates and accomplishments. It does not address any items specific to Buffalo Grove Park District.

Also included is a summary of how the Buffalo Grove Park District utilized PDRMA's resources last year.

Buffalo Grove Park District 2022 AT A GLANCE

On the heels of a pandemic came rising inflation, hardening reinsurance markets and increased competition. But we were resilient, recovering quickly each time a challenge arose. We relied on our knowledge, leadership and collaboration to continue to partner with members to manage risk and promote wellness.





RISK MANAGEMENT

Knowing that reducing incidents requires both analyzing risks to provide the best coverage and each member managing its agency's risks, we persevered through every challenge. In appreciation of your risk management efforts, we awarded your agency \$3,000 in total cash incentives over the past two years.

\$3,000



Knowing how to recognize and resolve risks requires identifying them first. To help your employees do that, we offered webinars, eLearning and live classes as well as downloadable resources. 59 of your agency's employees participated in 331 PDRMA education and training offerings in the past two years.

59 employees participated

331 training offerings



Whether you needed help to manage changing employer requirements or adhering to regulatory guidelines, our in-house counsel was available to help you throughout 2022. Over the last two years, your employees made 19 calls to our HELPLine.





RATE STABILIZATION

PDRMA's focus on long-term, financial stability allows you to manage risks and promote wellness while benefitting from stable rates. In 2021 and 2022, we lowered Property/Casualty members' total contributions by \$12.17 million dollars, combined, by using rate stabilization. Your agency received

\$172,194 of rate stabilization in the past two years.

\$172,194

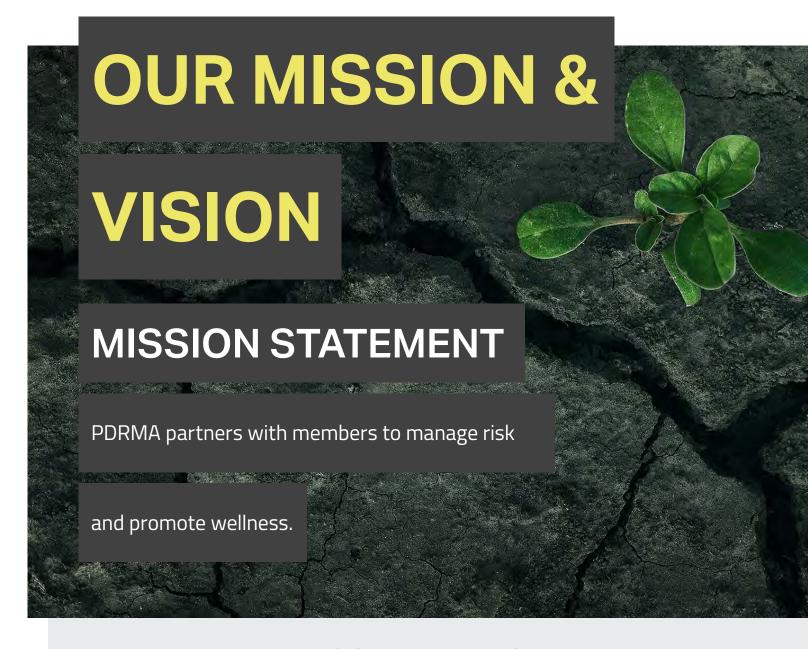




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CORE VALUES



INTEGRITY

Be honest.

Do what you say you are going to do.

Provide objective analysis of the issue.

Take responsibility for your actions.



SERVICE

Respond promptly.

Be professional in all interactions.

See issues through to resolution.



LEADERSHIP

Do the right thing.

Communicate proactively.

Initiate solutions.

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COLLABORATION

Respect all contributions.

Consider different perspectives.

Draw from others' experiences.



INNOVATION

Actively pursue improvement.

Embrace and explore new ideas.

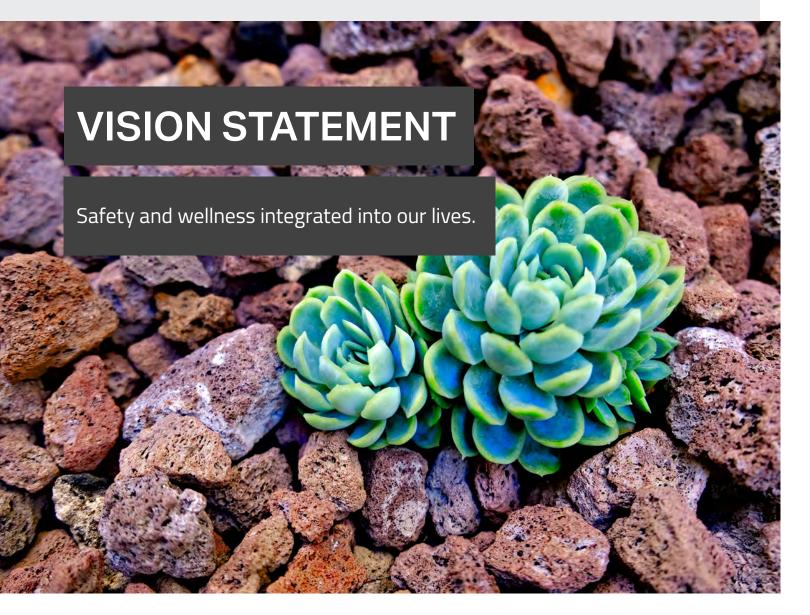


QUALITY

Clearly understand and strive to satisfy expectations.

Use available expertise to find the best solution.

Work efficiently and cost effectively.







The Park District Risk Management Agency (PDRMA) provides coverage tailored to the unique needs of more than 160 Illinois park districts, forest preserve and conservation districts and special recreation associations. After nearly 40 years, we continue to be a respected leader in property/casualty and health coverage.

We partner with our members – in a risk-sharing pool governed by members – to promote wellness, manage risk, protect employees and patrons, and control costs by offering two coverage programs, each of which is a cost-effective alternative to commercial insurance:

Property/Casualty Program (includes liability, property, workers' compensation, cyber, pollution).

Health Program (includes medical, dental, vision, life, EAP).

Our employees, who are experts in the industry, provide members with the knowledge and sound recommendations they need to be confident they are implementing smart, fiscally responsible programs.

RECOGNITION AND CERTIFICATION

GFOA CERTIFICATE OF EXCELLENCE

In 2022, PDRMA received the Government Finance Officers Association (GFOA)
Certificate of Excellence in Financial
Reporting for its comprehensive annual financial report. It is the 33rd year we have received GFOA certification. To receive this recognition, PDRMA must publish an easy-to-read and efficiently organized comprehensive annual financial report. The report must satisfy both generally accepted accounting principles and applicable legal requirements.



LETTER TO MEMBERS

Re-sil·ience – Capacity to recover quickly from difficulties; toughness.

For PDRMA, that's the word that best defines 2022. It was a year that most certainly required resilience, so we could meet members' changing needs and answer tough questions with equally tough answers to weather rising inflation, hardening reinsurance markets and increased competition.

We were able to recover quickly each time a challenge arose, relying on our knowledge, leadership, collaboration and innovation while staying focused on our mission to partner with our members to manage risk and promote wellness.

Some highlights from 2022 are below, but we encourage you to read all of this year's annual report to understand how each PDRMA division and department found the best way to bounce back, adapt and grow – to be resilient – in answer to every 2022 challenge.

FINANCE DIVISION

Charged with maintaining, or exceeding, PDRMA's net position for both the Property/Casualty and Health programs, our Finance Division coped with continued hardening insurance markets, rising inflation and market-wide negative investment returns, and ensured our members continued to experience the financial stability they expect from PDRMA. Resilience and toughness were what paved our financial road, securing these accomplishments.

- Maintained net position for Property/
 Casualty and Health programs above established benchmarks.
- Reduced Property/Casualty member contributions by \$4.9 million through rate stabilization, which uses excess net position to maintain consistent rates.

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 Provided a 5-percent multi-program discount totaling \$375K to PDRMA members on their 2022 Property/ Casualty contributions for participating in both the Property/Casualty and Health programs.

HEALTH DIVISION

Faced with competition and rising healthcare costs, our Health Division focused on providing members with the coverage and plan options they needed, while ensuring those offerings complied with the latest legislation. We continued to update our **PATH** wellness program and, for the first time ever, extended the annual incentive to include covered partners. In a constantly – and rapidly – changing environment, resilience is a requirement.

- Returned \$1,012,535 of net position to members in October 2022, which is an amount equal to approximately 3 percent of each member's 2022 contributions.
- Managed the implementation of Blue Cross and Blue Shield of Illinois as our 2022 PPO plan administrator and network as well as our vision plan administrator.
- Added High Deductible Health Plans with Health Savings Account options for the first time.

- Extended the annual \$400 PATH incentive to covered partners for the first time and experienced a 22-percent increase in covered partner participation.
- Developed a rate structure and process to allow Health members to purchase
 PATH access for part-time staff and Property/Casualty-only members to purchase PATH access for employees.
- Implemented Virgin Pulse's Transform for Prediabetes program to prevent the onset of Type 2 diabetes and support our commitment to prevention.

LEGAL SERVICES DIVISION

Managing risks means being prepared for potential legal ramifications. Our Legal Services Division helped members remain resilient in preventing – and dealing – with a variety of issues.

- Conducted more than a dozen member site visits proactively with PDRMA's Risk Management Services Department staff.
- Expanded services for certain wage and hour, contract, and FOIA/OMA matters.
- Engaged in on-site incident response after serious injuries and aquatic rescues to investigate, prepare defenses and support members.

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OPERATIONS DIVISION

Supporting internal clients while assisting members and ensuring business continuity requires resilience – as well as juggling skills. From issuing certificates of insurance and communicating with members to providing training resources, maintaining PDRMA's cybersecurity and increasing



website accessibility, our Operations
Division remained committed to serving
PDRMA members.

 A cyber security company evaluated our website and network security systems and reaffirmed they continue to be adequately secured to prohibit intrusion, and our monitoring systems are properly configured to detect suspicious activity.

- 3,540 member employees created new website user accounts, up 753 over 2021, totaling 12,917 active accounts at the end of 2022.
- Issued 2,515 additional insured certificates of coverage on behalf of members.
- Public website pages were visited 10,030 times.

PROPERTY/CASUALTY DIVISION

The combination of hardening insurance markets, increasing inflation and the rise in natural disasters and threat actors last year provided endless opportunities to be resilient. Through our Property/ Casualty Program, we subsidized members to improve their agency's cybersecurity, funded lifeguard audits and vision screenings, provided vendor reviews of construction/renovation plans and tested for coefficient of friction — helping them with collaboration, innovation and these savings:

Offered a \$1,250 Multi-Factor
 Authentication (MFA) subsidy to help
 members improve agency cybersecurity
 and reduce the risk of cyber-attacks.
 Ninety-four members verified their
 MFA compliance and qualified for
 reimbursement.

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- Implemented the Risk Management Review (RMR) with 156 members that completed 138 Injury Prevention and 18 Fleet forms as well as conducting 348 on-site and 51 virtual visits – and paying members a total of \$238,500 in RMR incentives.
- 31 members received a total of \$12,500 for ladder alternative reimbursements.
- Awarded a total of \$15,000 in Risk
 Management Grants to 15 members.
- Through third-party vendors, our Claims Department reduced overall workers' compensation costs by \$155,950 for bill review, \$21,000 for prescription service and \$46,000 for scheduling MRIs.

One factor in highly resilient people — and businesses — is they do not dwell on the negative. Neither did PDRMA in 2022. Instead, we strove to find the positive within the negative, relying on our partnership with members, the leadership of our Board of Directors and the knowledge and innovation of PDRMA's divisions, departments and employees to define our resilience and shape our success.

Jim Rogers

Chair, PDRMA Board of Directors
Executive Director
Elmhurst Park District

Brett Davis





2022 BOARD OF DIRECTORS

LEADERSHIP

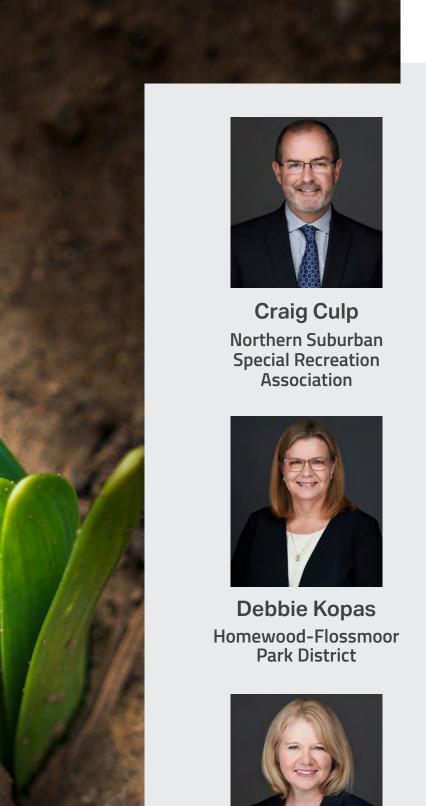
As a member-governed organization, we rely on participation from our more than 160 members to create the resiliency we needed to weather a year like 2022. From our Board of Directors to the representatives serving on our six Operational Committees, we partnered together to ensure we remained the competitive, financially stable risk pool each member needs PDRMA to be, so they can be successful.



Jim Rogers
Chair
Elmhurst Park District



Dan Garvy
Vice-Chair
Lisle Park District



Amy Rivas

Wheeling Park District

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Marla DeCicco Vernon Hills Park District Retired/resigned effective Feb. 17, 2022



Sue Rini Carol Stream Park District Appointed April 22, 2022



Craig Talsma Hoffman Estates Park District

2022 OPERATIONAL COMMITTEES

CLAIMS

Katie Sepe, Chair

Naperville

Julie Bruns

Elmhurst

Hollis Clark

Calumet Memorial

Jeff Janda

Streamwood

Michael Kies

St. Charles

Johnathan Kiwala

Kenilworth

Nicolette Lahman-Morales

SWSRA

Amy McIntyre

Rockford

Darlene Negrillo

NWSRA

Bill Riordan

Lockport Township

Mike Sletten

River Forest

Debbie Kopas

Board Liaison

EDUCATION & TRAINING

Caryn Becker, Chair

Homewood-Flossmoor

Paula Bickel

Oak Park

Liz Cox

Wilmette

Meggan Davies

NSSRA

Mark Goode

Bloomingdale, Medinah,

Highland Park

Jenny Knitter

Woodridge

Chuck Misner

Kane County Forest

Preserve District

Kara Moss

Glenview

Rick Poole

NEDSRA

Katie Sepe

Naperville

Craig Culp

Board Liaison

FINANCE

Sue Stanish, Chair

Naperville

Mitch Bowlin

Oak Park

Holly Cabel

St. Charles

Carlo Capalbo

Plainfield Township

Bobby Collins

Glencoe

Annette Curtis Des Plaines

Alex Engelhardt

FVSRA

Paul Friedrichs

Lombard

Jeannette Huber

Alsip

Matt Russian Pleasant Dale

Sue Rini

Board Liaison

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2022 OPERATIONAL COMMITTEES

HEALTH BENEFITS

Susie Kuruvilla, Chair

Gurnee

Eric Bradley

Zion

Matt Corso

Tom Leeson

Tinley Park

Maryfran Leno

Itasca

Kathy Lynch

New Lenox

Alison Reicher Rolling Meadows

Karrie Ross

Peoria

Jennifer Ruehrdanz

Round Lake Area

Mike Selep

NWCSRA

Linda Straka

Warrenville

Amy Rivas

Board Liaison

RISK MANAGEMENT

Tanya Brady, Chair

Waukegan

Tim Beckmann

Glenview

Kelly Brunning

M-NASR

Matt Ellmann

Wood Dale

Jackie Iovinelli

Forest Park

Mary Kann

Lake County Forest

Preserve District

Jay Kelly

Manhattan

Jason Posluszny

FVSRA

Chris Quinn

Carol Stream

Kris Scharp

Northbrook

Amanda Widloe

Woodridge

Dan Garvy

Board Liaison

WELLNESS

Jen Hermonson, Chair

Addison

Ben Appler

Wood Dale

Conor Cahill

Rolling Meadows

Connie Curry Woodridge Lisa Drzewiecki

SSSRA

Bret Fahnstrom

River Trails

David Gray

Peoria

Scott Nadeau

Sugar Grove

Keith Wallace

LWSRA

Robert Wood

Vernon Hills

Craig Talsma Board Liaison

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2022 PDRMA MEMBERS

Addison Park District Alsip Park District Arlington Heights Park District Barrington Park District Bartlett Park District* Batavia Park District* Bedford Park District Belvidere Park District Bensenville Park District Berwyn Park District Bloomingdale Park District Blue Island Park District Bolingbrook Park District Bourbonnais Township Park District Buffalo Grove Park District **Burbank Park District** Burr Ridge Park District **Butterfield Park District** Byron Forest Preserve District Byron Park District Calumet Memorial Park District Carol Stream Park District Cary Park District Champaign County Forest Preserve District Champaign Park District Champaign-Urbana Special Recreation Channahon Park District Chicago Ridge Park District Clarendon Hills Park District Clark County Park District Community Park District of LaGrange Park

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Crete Park District Crystal Lake Park District Darien Park District Decatur Park District Deerfield Park District **DeKalb County Forest** Preserve District DeKalb Park District Des Plaines Park District* Downers Grove Park District Dundee Township Park District* Elk Grove Park District* Elmhurst Park District* Flagg-Rochelle Community Park District Forest Preserve District of Kane County Forest Preserve District of Will County Fox Valley Park District Fox Valley Special Recreation Association Frankfort Park District Frankfort Square Park District Geneseo Park District Geneva Park District Genoa Township Park District Glen Ellyn Park District Glencoe Park District* Glenview Park District Golf Maine Park District Grayslake Community Park District Gurnee Park District

Hampshire Township Park District Hanover Park Park District* Hazel Crest Park District Heart of Illinois Special **Recreation Association** Hickory Hills Park District Hodgkins Park District Hoffman Estates Park District* Homewood-Flossmoor Park District* **Huntley Park District** Illinois Park and Recreation Association Itasca Park District **Justice Park District** Kankakee Valley Park District Kenilworth Park District Kishwaukee Special Recreation Association Lake Bluff Park District Lake County Forest Preserve District Lan-Oak Park District Lemont Park District Lincolnway Special Recreation Association Lindenhurst Park District Lisle Park District Lockport Township Park District Lombard Park District* Maine-Niles Association of Special Recreation Manhattan Park District Marengo Park District

2022 PDRMA MEMBERS

McCook Park District McHenry County **Conservation District** Medinah Park District Midlothian Park District Mokena Community Park District Morton Grove Park District* Mundelein Park & Recreation District Naperville Park District New Lenox Community Park District Norridge Park District North Berwyn Park District Northbrook Park District* Northeast DuPage Special Recreation Association Northern Illinois Special **Recreation Association** Northern Suburban Special Recreation Association Northern Will County Special Recreation Northfield Park District* Northwest Special **Recreation Association** Oak Brook Park District Oak Forest Park District Oak Lawn Park District Oakbrook Terrace Park District Olympia Fields Park District Park District of Forest Park* Park District of Franklin Park Park District of Highland Park*

Park District of La Grange Park District of Oak Park Park Ridge Park District* Paxton Park District Plainfield Township Park District Pleasant Dale Park District Pleasure Driveway and Park District of Peoria Prophetstown Park District Prospect Heights Park District River Forest Park District River Trails Park District River Valley Special Recreation Association Rockford Park District* Rolling Meadows Park District Roselle Park District Round Lake Area Park District Skokie Park District* South East Association for Special Parks And Recreation South Suburban Special Recreation Association South West Special Recreation Association **Special Recreation** Association of Central Lake County Special Recreation Services of Northern Lake County St. Charles Park District Sterling Park District Streamwood Park District*

Sugar Grove Park District Sycamore Park District Tinley Park - Park District Vernon Hills Park District Warren Special Recreation Association Warrenville Park District Washington Park District Wauconda Park District Waukegan Park District West Chicago Park District West Suburban Special Recreation Association Western DuPage Special Recreation Association Western Springs Park District Wheaton Park District* Wheeling Park District* Wildwood Park District Wilmette Park District Wilmington Park District Winfield Park District Winnetka Park District Wood Dale Park District Woodridge Park District Worth Park District York Center Park District Zion Park District

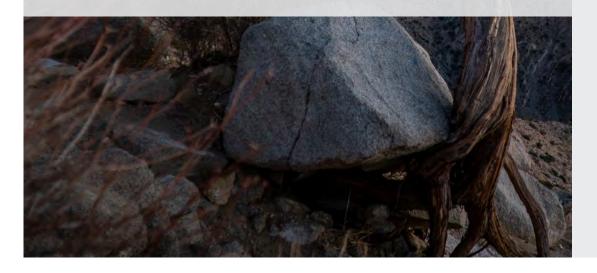
(* Denotes founding members)

PROPERTY/CASUALTY DIVISION

COVERAGE OVERVIEW

Despite being challenged to find the positive within the negative throughout 2022, we ensured the coverage we offered members addressed both the changing market and their needs. And we did so with the most cost-effective options available. Along the way we also managed to:

- Respond to tightening renewal requirements for cyber liability coverage by offering a \$1,250 Multi-Factor Authentication (MFA) subsidy to help members improve agency cybersecurity and reduce the risk of cyber attacks. Ninety-four members verified their MFA compliance and qualified for reimbursement.
- Participate in a group with Government Entities Mutual (PDRMA's reinsurance captive) members to explore creative solutions to manage cyber liability risk.



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PROPERTY/CASUALTY PROGRAM COVERAGES

LIABILITY

- \$21.5 million per occurrence limit.
- Includes general liability, auto liability, personal injury, advertising injury, public officials' errors and omissions, employment practices, employee benefits and sexual misconduct.

PROPERTY

- \$1 billion per occurrence limit.
- Coverage includes buildings, watercraft, athletic fields, contents, animals, fine arts, vehicles, tees and greens, business interruption, mobile equipment, landscaping, service interruption, course of construction and terrorism.
- \$50 million flood zone A&V, \$100 million all other zones.
- \$100 million per occurrence boiler/ machinery limit.
- \$2 million per occurrence fidelity and crime limit.

WORKERS' COMPENSATION

- Statutory limits.
- \$6 million employer's liability limits.

POLLUTION LIABILITY

- Liability coverage for bodily injury and property damage.
- Property coverage for remediation costs.
- \$5 million per occurrence limit.

INFORMATION SECURITY AND PRIVACY

 Includes cyber liability, privacy notification costs, data protection and business interruption.

OUTBREAK EXPENSE

 Up to \$25,000 per day coverage for facility closure by a public health official due to contagion or communicable disease.

DEADLY WEAPON RESPONSE

- \$500,000 per occurrence limit.
- Includes crisis management, counseling services, funeral expenses, property damage, business interruption, demolition, memorialization, medical expense, accidental death and dismemberment.

VOLUNTEER MEDICAL ACCIDENT

- For injuries sustained from volunteer duties.
- \$5,000 limit, excess of all other available insurance.

UNDERGROUND STORAGE TANKS

- Deductible reimbursement for underground storage tanks that qualify for the Illinois Leaking Underground Storage Tank program.
- \$10,000 limit.

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HEALTH DIVISION

The healthcare market is a constantly – and rapidly – changing environment, complicated by the introduction of new legislation nearly every year. Add in rising inflation, and 2022 saw both competition and rising costs, making it difficult to focus on the positives. But our Health Program was as resilient as ever and provided members with the coverage and plan options they wanted, while ensuring they complied with the latest legislation, and we made them available at the best possible price. We also managed to:

- Return \$1,012,535 of net position to members in October 2022, which is an amount equal to approximately 3 percent of each member's 2022 contributions.
- Implement BlueCross and BlueShield of Illinois (BCBSIL) as our 2022 PPO plan administrator, vision plan administrator and network.
- Add High Deductible Health Plan (HDHP) with Health Savings Account (HSA) options for the first time.
- Complete our first full year with PlanSource's benefit enrollment platform across our entire membership.
- Introduce digital posting of monthly health invoices and billing details, so members could download them from our website rather than wait to receive them in the mail.

- Address changing over-the-counter, at-home COVID-19 test kit legislation and update members and plan participants frequently about status throughout the pandemic.
- Restructure the Health Program
 Coordinator position to support
 both Wellness and Health Program
 operations, and fully staffed our
 Health Team in 2022.
- Ensure our plans and coverage complied with recent legislation (No Surprises Act, Transparency Act, Consolidated Appropriations Act Prescription reporting).
- Select Davis Vision as our new vision plan partner for 2023 and will introduce managed vision plans for the first time in 2023.
- Remove three annual dollar maximum benefit limits – acupuncture/chiropractic services, nutritional counseling, temporomandibular joint disorder.

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HEALTH PROGRAM COVERAGES



MEDICAL

- Choice of PPO plans with seven different deductible options – four of which can pair with Health Reimbursement Account options and one Health Savings Account option. All plans use BCBSIL provider network.
- HMO option also through BCBSIL.
- Prescription coverage managed by CVS Caremark (PPO) and Prime Therapeutics (HMO).



DENTAL

- Uses Delta Dental PPO and Premier provider networks.
- Optional orthodontia benefit.



VISION

 Three vision reimbursement benefit plan options administered by BCBSIL.





HEARING

 Participants enrolled in a medical plan have an allowance of \$2,500 per ear once every five years including coverage for routine hearing exams and hearing aids.



LIFF

 Multiple life insurance options including flat amount or multiple of salary. Voluntary life coverage options for employees, spouses and children.



EMPLOYEE ASSISTANCE PROGRAM

 Provides confidential counseling and resources for Work-Life concerns and Legal-Financial issues, administered by Workplace Solutions.

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RISK MANAGEMENT SERVICES

Between the full rollout of the Risk Management Review (RMR) to all Property/ Casualty members and various tests and inspections always available to agencies, our Risk Management Services Department relied on resilience to move smoothly from one project to the next throughout the year to meet members' needs. By the end of 2022, the department's accomplishments included:

- Implementation of the RMR with members completing 138 Injury
 Prevention and 18 Fleet forms and our Risk Management Consultants participating in a total of 348 on-site and 51 virtual member visits.
- Reimbursing members \$219,941 for 258 lifeguard audits.
- Fully funding our lifeguard vision screening program at a cost of \$18,200; 77 of 88 members using lifeguards participated.
- Offering Kodiak Fire Protection
 Service plan reviews with six project
 plans from five members reviewed at no additional cost to members.
- Conducting 61 infrared inspections of facilities for 14 different members.

- Completing ice rink inspections for three members.
- Having co-efficient of friction testing done at 24 facilities for 17 members.
- Paying \$12,500 in ladder-alternative reimbursements to 31 members.
- Returning \$237,000 to members through the RMR incentive.
- Spending \$8,225 to assess memberspecific OSHA compliance.
- Reimbursing a total of \$21,000 to members for Be Safe Solutions and safety resources/giveaways.
- Awarding a total of \$15,000 to 15 members receiving a Risk Management Grant and Recognition Award.

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WELLNESS

SERVICES

Our Wellness Department remained committed to helping members integrate wellness into their employees' lives throughout 2022. From hosting full, on-site biometric screenings for the first time in three years due to COVID-19, extending the annual **PATH** \$400 incentive to covered partners for the very first time and developing a rate structure to allow Health members to purchase **PATH** access for part-time employees and Property/Casualty-only members to purchase PATH access for staff, the department remained resilient. These end-of-year numbers highlight some of the results of those efforts.



- 1,446 Total number of eligible employees enrolled in PATH (64 percent).
- 1,299 Total number of eligible employees that earned an incentive (57 percent).
- 198 Total number of covered partners enrolled in PATH (25 percent).
- 182 Total number of covered partners that earned an incentive (23 percent).
- 1,481 Total number of participants earning an incentive.
- \$230 Average incentive earned by PATH participants.
- 89 percent Surveyed participants that said **PATH** is a valuable benefit provided by their agency.
- 85 percent Surveyed participants that said their participation in **PATH** has helped to maintain or create healthier habits.
 - 910 biometric screening participants.
 - 870 via on-site screenings.
 - ◆ 40 via off-site screenings.
- 60 percent Percentage of incentiveeligible employees enrolled in a medical plan that earned an incentive.
- 572 Total number of PATH participants that earned the maximum \$400 annual incentive.
- 2,931 Total number of personal health habit and activity challenges participants created to stay on track.
- 72 percent Number of high-risk, inactive participants who are more active since joining PATH.
- 72 percent PATH participants who completed a point-earning activity on a monthly basis.



Versatility and resilience were standard characteristics of our Education and Training Department last year. If the need was for live classes, we offered them. If an online course or webinar session was a better answer and/or safety required it, we had that covered as well. With more member-specific information available through our database of completed 2022 Risk Management Review forms, along with data gleaned from training surveys, the department provided 78 face-to-face classes to 1,187 participants last year and can also report the following:

648

attendees at our Risk
Management Institute that
included one keynote address and
four breakout sessions.

49

webinars/virtual trainings hosted and recorded for member access.

14,671

online courses completed by 5,518 unique users.

693,65

CEUs earned through in-person classroom training.

201

CEUs earned through virtual trainings.

1,226.5

CEUs earned through online learning courses.

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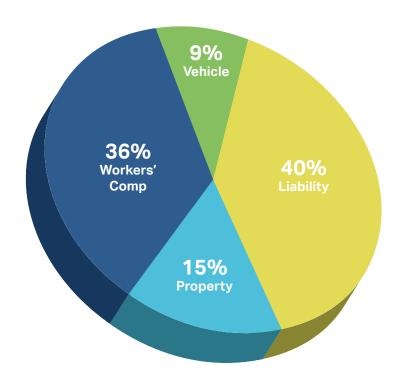
Our Legal Services Division displayed the toughness that defines resilience in its dealings on behalf of, and for, each PDRMA member. Its partnership with members – demonstrated by answering human resources questions via our HELPLine, updating resources to reflect legislative changes and being part of our on-site incident response team – went a long way in assuring members we could help them recover quickly from difficulties they faced.



- Addressed 846 HELPLine human resources calls.
- Published an updated personnel policy manual.
- Expanded bench of outside defense counsel to include several new firms including one specializing in police liability.
- Conducted more than a dozen membersite visits proactively with PDRMA's Risk Management Services Department staff.
- Expanded services for certain wage and hour, contract and FOIA/OMA matters.
- Engaged in on-site incident response after serious injuries/aquatic rescues to investigate, prepare defenses and support members.



After any accident or incident, our members want to recover quickly and get back to business as usual. Our Claims Services Department plays an integral part in making that happen, and in 2022, it exhibited the resilience members depend upon to handle claims effectively and efficiently, even as claim volumes rose to near preCOVID-19 levels. As members resumed many more programs in 2022 than in the preceding two years, the department did its part to provide members with the resilience they needed.



- Partnered with vendors to reduce overall workers' compensation costs, saving \$155,950 through bill review, \$21,000 in prescription service and \$46,000 in MRI scheduling.
- Handled 858 new workers' comp claims for members' employees – anticipate paying \$4.5 million for these claims.
- Managed 498 new claims for memberowned property – expecting to pay \$3.5 million to members.



Our Operations Division supports all PDRMA's departments and divisions as well as our members. Juggling such a variety of needs requires resilience – and a commitment to deliver. Among the services provided by the division and its departments in 2022 are:

Administration

• 2,515 Additional Insured Certificates of Coverage issued on behalf of members.

Communications

- PDRMA's online 2021 Annual Report won gold in the League of American Communications Professionals International Vision Awards Competition.
- Sent more than 241,000 emails to more than 15,000 member employees including 214 LRN Alerts and general information topics.

Information Technology

• Evaluation by a cyber security company reaffirmed our website and network security systems continue to be adequately secured to prohibit intrusion, and our monitoring systems are properly configured to detect suspicious activity.

28 **2022** ANNUAL REPORT



Marketing

- More than 10,000 visits to our public website pages.
- Social media (Facebook and Instagram combined):
 - 341 posts 66 percent more than in 2021.
 - 120 new followers added for a total of 670.
 - 10,000-increase in impressions, up to more than 46,000.

Website

- 3,540 member employees created new website user accounts, up 753 over 2021, for a total of 12,917 active accounts.
- 7,919 unique website users logged in, and the website had more than 109,000 total logins.
- 3,387 website users accessed 5,597 different documents/videos more than 84,000 times.
- 174 additions/improvements made to public and private websites, including 16 changes based on user feedback.
- Passed PCI compliance for credit card transaction security for the 11th straight year.

FINANCIAL REPORT

Charged with maintaining, or exceeding, PDRMA's net position benchmarks for both the Property/Casualty and Health programs, our Finance Division coped with continued hardening reinsurance markets, rising inflation and market-wide negative investment returns to ensure our members continued to experience the financial stability they expect from PDRMA. Resilience and toughness were what paved PDRMA's financial road last year, securing these 2022 accomplishments.

FINANCIAL SNAPSHOT

- Maintained net position for both programs above established benchmarks.
- Maintained net position for both programs above capital modeling measurements established by Willis Towers Watson to ensure future financial stability.
- Reduced P/C member contributions in 2022 by \$4.9 million through rate stabilization, which uses excess net position to maintain consistent rates.

- Paid a multi-program discount of \$375K to P/C members also in the Health Program on their 2022 P/C contributions.
- Used more than \$51.3 million since 2002 to stabilize Property/ Casualty member contributions.
- Net assets (Property/Casualty and Health programs) totaled \$64.8 million (preliminary) at the end of 2022.

30 2022 ANNUAL REPORT

FINANCIAL STATEMENTS

Preliminary Unaudited

STATEMENTS OF NET POSITION	DEC. 31, 2022	DEC. 31, 2021
Assets and Deferred Outflows of Resources		
Cash and investments	\$72,239,213	\$89,575,032
Investment in mutual insurance company	1,000,000	1,000,000
Capital assets, net of accumulated depreciation	3,249,817	3,303,382
Accounts receivable	9,136,214	8,281,931
Due from insurers	2,041,343	331,463
Net Pension Asset	3,766,631	1,591,892
Prepaid expenses and other assets	3,368,305	3,172,435
Total assets	94,801,523	107,256,135
Deferred Outflows of Resources – Pension	1,124,866	1,245,470
Total assets and deferred outflows of resources	\$95,926,389	\$108,501,605
Liabilities, Deferred Inflows of Resources and Net Position		
Unpaid losses and loss adjustment expenses	22,305,446	21,073,716
Unallocated loss adjustment expenses	447,974	413,558
Accounts payable	5,013,334	2,269,556
Accrued liabilities	221,242	211,423
Total liabilities	27,987,996	23,968,253
Deferred Inflows of Resources – Pension	3,176,861	2,095,308
Net position	64,761,532	82,438,044
Total liabilities, deferred inflows of resources and net position	\$95,926,389	\$108,501,605
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POS	ITION	
Revenues		
Member contributions, net	\$50,936,592	\$49,562,945
Investment and other income	1,576,034	1,695,934
Realized and unrealized (losses) gains on investments	(11,001,904)	1,997,752
Total revenues	\$41,510,722	\$53,256,631
Eveneses		
Expenses Losses and loss adjustment expenses	\$42,430,632	\$36,469,479
Insurance premiums	\$42,430,632 8,947,739	7,610,789
Contractual services	2,343,721	2,470,810
Administration	4,452,607	4,342,805
Distribution to members	1,012,535	1,000,000
Total expenses	\$59,187,234	\$51,893,883
(Decrease) Increase in net position	\$(17,676,512)	\$1,362,748
Net position, beginning of year	82,438,044	81,075,296
Net position, end of year	\$64,761,532	\$82,438,044

SUMMARY FINANCIAL STATEMENTS

Total **Expenses**

P/C \$23,554,952 Health \$35,632,282 Total \$59,187,234

Total Liabilities

P/C \$ 20,949,149 Health \$7,038,847 Total \$27,987,996

Total Revenues

P/C \$10,644,001 Health \$30,866,721 Total \$41,510,722

Total Net Position

P/C \$44,184,847 Health \$20,576,685 Total \$64,761,532

Total Assets

P/C \$66,570,393 Health \$28,231,130 Total \$94,801,523



Brett Davis, MBA, CPCU, ARM, AIC, ARe, ALCM, GBA Chief Executive Officer



Jason Bell, MBADirector of Operations



Tim ConlonProperty/Casualty Program
Director



Laura Ganschow, ARM
Health Program Director



Bob Tincu, CPADirector of Finance



Sara Yager, J.D. General Counsel



Lisa Benjamin Claims Specialist



Lauren Blackburn, CHESWellness Consultant



Melissa Bruno Health Program Coordinator



Betty Dawson, AIC Claims Consultant



Dustin Fisher, J.D.Deputy General Counsel



Andrew Fiske, J.D.
Deputy General Counsel



Marlynn Gonzalez
Health Program
Coordinator



Eric HohensteinClaims Supervisor



Bill Hooker, MS, ARM, CEAS-1 Training Program Supervisor



Ashley Hurd
Legal/Executive
Administrative Assistant



Tim Jaskiewicz, ARM, CEAS-1, CPO, CPRP, CPSI Risk Management Consultant



Erika Koty, AICClaims Consultant



Mike Kowols Web Developer



Tim Lenac, ARM-P, AINS, CPO, CPSI, CEAS-1
Risk Management Services
Supervisor



Elaine LinAccounting Specialist



Patty Maher, CPTD
Training and Development
Supervisor



Johanna McFadden Accounting Supervisor



Jessica Merma-Moreno Health Program Coordinator



Seth Norton, CFI
Risk Management
Consultant



Judy O'Brien, UXC Communications Manager



Sophie OttleyProperty/Casualty
Operations Coordinator



Mary Pedersen, CEAS-1, CPSI, CPO Risk Management Consultant



Bill Pitts, MCPSystems Developer



Nicole Ranieri Claims Consultant



Leslie Reid Health Program Operations Supervisor



Lindsey Robertson, CPO, CPSI Risk Management Consultant



Kyle Saros, CPO, CPRPRisk Management
Consultant



Miguel SotoOffice Coordinator



Hannah Sullivan Administrative Services Manager



Ann Traczek, AIC Claims Consultant



Travis Willis, CCNA
IT Support Technician



Randy Wilson, MS, ARM, CISSP Network Manager

Character: build respect, integrity and trust, toster teamwork through communication and collaboration, demonstrate professionalism

Excellence: promote staff development, follow best practices, provide quality experience through guest-centered services, exceed expectations, assure safety through comprehensive risk management program

23-24 Goals and Objectives

Innovation: implement new technology, communicate a shared vision, recognize trends by being responsive and adaptive, inspire creativity

Core Values

Parks, Planning and Facilities

Stewardship: demand tiscal responsibility to assure transparency; build green infrastructure; ensure resource efficiency; create and maintain effective partnerships; celebrate history

Objectives	Quarter to be Complete	Staff	Core Value	Comments
Provide 5 year update on ADA Transition Plan which was completed in April 2018. Develop plan to complete remaining compliance items by 2028.	A	Mike Maloney	Communit	Select One
Provide updated job description, create project delivery checklist, and develop monthly/quarterly project update email for FT staff.		Mike Maloney	Excellence	Select One
Renew LEED AP BD+C certification.	A	Mike Maloney	Excellence	Select One
Land Management Crew will create an irrigation plan to evaluate which aspects of irrigation can be done in- house and which will need to be contracted out.	A	Dan Anderson Nick Cozzi	Stewardsh	Select One
Dan will create an internship curriculum/plan for their intern Ben.	A	Dan Anderson	Excellence	Select One
Land Management Crew will prep (spray, plant, and seed) Wellington Park to naturalize the detention and build green infrastructure.	A	Dan Anderson Karsten Ziemann	Stewardsh	Select One
Land Management Crew will perform rubber repairs at all playgrounds in need.	A	Dan Anderson Nick Cozzi add any additional	Excellence	Select One

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Objectives	Quarter to be Complete	Staff	Core Value	Comments
Learn more about Fitness Center operations.	А	Jerry Kolodziej	Excellence	Select One
Implement 1 hour/week E-training with my team using Interplay Learning.	A	Jerry Kolodziej	Excellence	Select One
Work through HVAC controls issues at CAC.	A	Clint Poynor	Excellence	Select One
Organize repair parts in basement.	A	Dave Anderson	Excellence	
Complete the train the trainer program for the the lift truck staff training.	A	Andy McDowell	Excellence	Select One
Emmerich Basement clean up and organization.	A	Kyle Moody Andy McDowell	Excellence	Select One
Complete PDRMA training.	A	Felix Yarovsky add any additional	Excellence	

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Objectives	Quarter to be Complete	Staff	Core Value	Comments
Assist with the training of the new Superintendent of Parks before last day on 6/23/23	A	Randy Smith Tim Howe	Excellence	Select One
Appy for a scholarship through NRPA for the National Green Infrastructure Certification Program.	A	Tim Howe	Stewardsh	Select One
Karsten will create a native plant bed behind the Willow Stream Pool guard house.	A	Karsten Ziemann	Stewardsh	Select One
Athletics Crew will repair the Drazner Park bocce ball courts with new boards and restore the sand.	A	Steve Houde Matt Raupp Mark Bajno Joe Jagiello	Excellence	Select One
Turf Crew will work with the Beautification Crew to weed spray parking lots, sidewalks, tree beds, and planter beds in the high visibility park sites.	A	Rosendo Soto Tom Hoffman Jose Soto	Excellence	Select One
Jose will relandscape the ID beds with natural plants.	A	Jose Soto	Excellence	Select One
Rosendo and Tom will evaluate staff needs for their crew and consider hiring a new permanent part-time or full-time crew member.	A	Rosendo Soto Tom Hoffman add any additional	Character	Select One

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Objectives	Quarter to be Complete	Staff	Core Value	Comments
Jose and Esteban will evaluate staff structure within their part-time staff.	A	Jose Soto	Character	Select One
Tony will research and investigate additional options for staff to secure equipment within truck beds.	A	Tony Vraniak	Excellence	Select One
Dani will meet 1:1 with all Grounds Crew employees.	A	Select One Dani Hoefle	Character	Select One
Dani will learn about the Parks Department budget and make a plan and timeline for purchases, including vehicles and equipment.	A	Select One Dani Hoefle	Stewardsh	Select One
Dani will make some administrative changes for the Grounds staff regarding meetings, schedules, office work, etc.	A	Select One Dani Hoefle	Character	Select One
Dani and Erika will create a sign storage room at Emmerich with slots and labels. The room will make it easy for staff to locate appropriate signs for their programs/events and prevent duplicate purchases.	A	Select One Dani Hoefle Erika Strojinc	Stewardsh	Select One
	A	Select One	Select	Select One

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Objectives	Quarter to be Complete	Staff	Core Value	Comments
Feasibility study for Energy Star portfolio manager for facilities, starting with Community Arts Center or Raupp Museum.	В	Mike Maloney Jerry Kolodziej Clint Poynor	Stewardsh	Select One
Update all facility exit plans, update Willow Stream Park signage, and complete the shelter rental diagrams.	В	Mike Maloney Dani Hoefle	Excellence	Select One
Nick will create two social media posts a month connecting the community to safety for the Safety Committee.	В	Nick Cozzi	Communit	Select One
Tony will create a system for vehicle and equipment key organization for the District.	В	Tony Vraniak	Character	Select One
Dan and Karsten will apply for their Burn Boss certfication, will allow the agency to do controlled burns of our natural areas independently as a management tool.	В	Dan Anderson Karsten Ziemann	Excellence	Select One
Leading and motivating my team to perform better and be more efficient.	В	Jerry Kolodziej	Excellence	Select One
Professional development (going to conferences or trainings to develop new skills).	В	Jerry Kolodziej	Excellence	Select One

Buffalo Grove Park District

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Community: embrace cultural diversity; encourage inclusion; celebrate contributions of residents, board, staff and volunteers

Objectives	Quarter to be Complete	Staff	Core Value	Comments
Train staff at buildings regarding equipment operations and troubleshooting.	В	Clint Poynor	Excellence	Select One
Take additional continuing education classes.	В	Dave Anderson	Excellence	Select One
Learn and operate new fitness equipment technology.	В	Felix Yarovsky	Excellence	Select One
Learn how to weld from Tony.	В	Andy McDowell Tony Vraniak	Excellence	Select One
Learn and operate HVAC BAS computer program.	В	Kyle Moody Felix Yarovsky	Excellence	Select One
Assist the Village of Buffalo Grove with a grant called America in Bloom.	В	Tim Howe	Communit	Select One
Nick will take his CPRP exam.	В	Nick Cozzi	Excellence	

Buffalo Grove Park District

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Objectives	Quarter to be Complete	Staff	Core Value	Comments
Beautification Crew will stump grind from tree removals.	В	Jose Soto	Excellence	Select One
Tony will reorganize the shop at Emmerich for installation of a vehicle lift.	В	Tony Vraniak	Excellence	Select One
Turf Crew will top dress, reseed, and fertilize areas where trees have been removed.	В	Rosendo Soto Tom Hoffman	Excellence	Select One
Rosendo, Tom, Jose, and Esteban will help Tony research and demo brush chipper safety solutions.	В	Rosendo Soto Tom Hoffman Jose Soto Tony Vraniak	Excellence Innovation	Select One
Athletics Crew will paint the foul ball posts at Rylko, Emmerich,and Churchill, as well as paint the goal posts of the football field at Emmerich East.	В	Steve Houde Matt Raupp Mark Bajno Joe Jagiello	Excellence	Select One
Athletics Crew will work on parking lot maintenance including repainting the handicapped and parking lot lines and pothole filling.	В	Steve Houde Mark Bajno	Excellence	Select One
Athletics Crew will research tennis and basketball court crack solution ideas, locate a contractor for major repairs, and conduct preventative maintenance on smaller cracks	B Do not	Steve Houde Matt Raupp Mark Bajno Joe Jagiello add any additional	Excellence	Select One

Buffalo Grove Park District

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Community: embrace cultural diversity; encourage inclusion; celebrate contributions of residents, board, staff and volunteers

Objectives	Quarter to be Complete		Core Value	Comments
Dani will shadow various Grounds crews to continue learning about day-to-day work.	В	Select One Dani Hoefle	Character	Select One
Dani will explore software solutions to manage work orders, inspections, and fleet management to replace MainTrac.	В	Tim Howe Dani Hoefle	Innovation	Select One
Dani will help onboard and train the new risk management team.	В	Select One Dani Hoefle	Character	Select One
Dani and Tim will finalize reviewing and revising the PPE Manual, by adding additional equipment and conducting hazard analyses for equipment as needed.	В	Tim Howe Dani Hoefle	Excellence	Select One
Tim will update the master inventory of all of the park amenitites in the parks including benches, bleachers, playgrounds, basketball rims, etc as part of the presentation in the winter.	В	Tim Howe	Excellence	Select One
	Select One	Select One	Select	Select One
	Select One	Select One add any additional	Select	Select One



MEMORANDUM

TO: PARK BOARD OF COMMISSIONERS

ERIKA STROJINC, EXECUTIVE DIRECTOR MICHAEL MALONEY, PARKS PLANNER

DATE: JUNE 26, 2023

RE: CONTRACT FOR WILLOW STREAM PARK SOUTH PARKING LOT

RECONSTRUCTION PROJECT

Action Requested

Staff asks that the Board award the contract for the Willow Stream Park South Parking Lot Reconstruction project to Abbey Paving and Sealcoating Co., Inc. out of Aurora, Illinois.

History

FROM:

On June 22, 2023 at 10 am, bids were received for the Willow Stream Park South Parking Lot Reconstruction project located at 651 Old Checker Road. The Willow Stream Park South Parking Lot Reconstruction project scope of work consists of removal and replacement of HMA parking lot, removal and replacement of concrete curbs, removal and replacement of HMA pathways, removal and replacement of PCC sidewalk, storm sewer improvements, fence installation, and landscaping. The project also included an Alternate for landscaping around the existing park signage.

During the bidding period, which began on June 1, 2023, a total of (14) contractors became Bidders of Record and (6) contractors submitted a sealed bid through BHFX's plan room. The bid opening was conducted via Zoom by Michael Maloney and witnessed by Tim Howe. Thomas Rychlik from Gewalt Hamilton Associates, Inc. and three of the six bidding contractors logged in to view the bid opening via Zoom. The Bid Opening was recorded on Zoom and a Bid Tabulation has been sent out to all Bidders of Record, as well as posted on the Park District website. Please refer to the attached Bid Tabulation.

On June 23, 2023, we performed a scope review and reviewed the qualifications and references of the low bidder, Abbey Paving and Sealcoating Co., Inc. We have found no evidence, which would disqualify this contractor and have included a copy of the signed scope review minutes for reference. Gewalt Hamilton Associates, Inc. has had a positive history of working with Abbey Paving and Sealcoating Co., Inc. on similar scope projects. Gewalt Hamilton Associates, Inc. has provided a verbal recommendation to move forward with Abbey Paving and Sealcoating Co., Inc. on this project and will submit a formal letter of recommendation to us, for our records.

We therefore recommend awarding the Willow Stream Park South Parking Lot Reconstruction project contract to, Abbey Paving and Sealcoating Co., Inc. for their base bid proposal of \$860,787.90. We are recommending that we decline Alternate #1 and will address the landscaping around the signage inhouse with our parks staff.

A breakdown of the project cost is provided below:

Willow Stream Park South Parking Lot Reconstruction: 23/24 Capital Budget
Base Bid – Abbey Paving and Sealcoating Co., Inc.
Balance

\$891,146.00 (\$860,787.00) \$30,359.00 The remaining budget will be

The remaining budget will be used for Consultant, Printer, and Permit Fees.

Enclosed:

Bid Tabulation Project Scope Review Meeting



DATE / TIME:

Willow Stream Park South Parking Lot Reconstruction June 22, 2022, 10am

Willow Stream Park South Parking Lot Reconstruction June 22, 2022, 10am

DOME								BID FORMS	S					CERTIF	ICATION	S		T	Ø	$\overline{}$
BIDDER	CONTACT	ADDRESS	PHONE	EMAIL	ATTEND PRE-BID	ADD #01	BASE BID	ALTERNATE #1	BID BOND	UNIT COST WORKSHEET	AGREEMENT	SUBST. DATE	Affidavit	Drug Free	Bid Rigging Form	Equakl Employment	Law	INSURANCE	REMARKS	
A Lamp Concrete Contractors Inc.	Kelly Biello	1900 Wright Boulevard Schaumburg, IL 60193	847-891-6000	kbiello@alampconcrete.com	N/A	Υ	\$918,629.00	\$15,000.00	Y 1	2 Y	Z	Υ	Y	Y	Υ	Υ	Υ	Y	Y	
Abbey Paving & Sealcoating	Owen Smith	1949 County Line Road Aurora, IL 60502	630-585-7220	owen@abbey-paving.com	N/A	Y	\$860,787.90	\$11,075.00	Y 1	2 Y	Y	Υ	Y	Y	Υ	Υ	Υ	Υ	Y	
AJ Oleson Construction Co.	Erick Oleson	558 E Burnett Road Island Lake, IL 60042	630-546-0235	erick.oleson@gmail.com	N/A	N/A			NO	O BID SU	JBMITT	ΓED								
Alliance Contractors Inc.	Scott Marquart	1166 Lake Avenue Woodstock, IL 60098	815-338-5900	estimating@alliancecontractors.com	N/A	N/A			NO	O BID SU	JBMITT	ΓED								
Arrow Road Construction	John Purta	1445 Oakton Street Elk Grove Village, IL 60007	847-472-7262	jpurta@arrowroad.com	N/A	N/A			NO	O BID SU	JBMITT	ΓED								
Berger Excavating Contractors Inc.	Joel Avitia	1205 Garland Road Wauconda, IL 60084	847-526-5457	javitia@bergerexcavating.com	N/A	Y	\$937,943.40	\$24,500.00	Y 1	2 Y	Y	Υ	Y	Y	Υ	Υ	Υ	Υ	Y	
Chicagoland Paving Contractors Inc.	Julie Heiderman	225 Telser Road Lake Zurich, IL 60047	847-550-9681	office@chicagolandpaving.com	N/A	N/A			NO	O BID SU	JBMITT	ΓED								
ConstructConnect - Georgia	Eric Greene	30 Technology Pkwy South Suite 100 Norcross, GA 30092	513-458-8636	content@constructconnect.com	N/A	N/A			NO	O BID SU	JBMITT	ΓED								
DK Contractors Inc.	Kevin Garrison	11013 122nd Street Pleasant Prairie, WI 53158	262-857-7414	kevingarrison@dkcontractors.net	N/A	Y	\$1,074,335.88	\$17,117.00	Y 1	2 Y	Y	Υ	Y	Y	Υ	Υ	Υ	Υ	Y	
Evans & Son Blacktop Inc.	Alberto Corona	3N775 Powis Road West Chicago, IL 60185	630-377-1212	tony@evansandsonblacktop.com	N/A	N/A			NO	O BID SU	JBMITT	ΓED								
Maneval Construction	Brad Manko	28090 W. Concrete Drive Ingleside, IL 60041	847-514-8483	manko@manevalpaving.com	N/A	N/A			NO	O BID SU	JBMITT	ΓED								
Martam Construction Inc.	Jerry Kutrovatz	1200 Gasket Drive Elgin, IL 60120	847-608-6800	jerry@martam.com	N/A	N/A			NO	O BID SU	JBMITT	ΓED								
Murphy Construction Services LLC	Gordon Harmon	16W2/3 83rd Street Suite D Burr Ridge, II, 60527	630-654-8242	gordon.harmon@murphysealcoating.con	N/A	Υ	\$1,085,563.80	\$22,700.00	Y 1	2 Y	Υ	Υ	Y	Y	Υ	Y	Υ	Y	Y	
Schroeder Asphalt Services Inc	Rachael McDow	11022 S Grant Highway Marengo, IL 60152	815-923-4380	rachael@schroederasphalt.com	N/A	Y	\$1,139,688.00	\$20,000.00	Y 1	2 Y	Υ	Υ	Y	Y	Υ	Y	Υ	Υ	Y	





Project Scope Review Meeting

Project: Willow Stream Park South Parking Lot Reconstruction

Location: via Teams

Date: June 23, 2023

ICT Time: 8:30am

1. Attendees: Owen Smith Abbey Paving and Sealcoating

Tom Rychlik Gewalt Hamilton Associates, Inc John Bradley Gewalt Hamilton Associates, Inc. Tim Howe Buffalo Grove Park District

Michael Maloney Buffalo Grove Park District

2. General Contractor Name: Abbey Paving and Sealcoating

3. Base Bid Amount: \$860,787.90

4. Alternate #1 Amount: \$11,075.00

5. Allowance included in Base Bid: N/A, no allowance required.

6. Addenda 1 identified?

7. Did Contractor attend non-mandatory Pre-Bid Meeting? N/A, no pre-bid meeting.

- 8. Contractor performed a site visit before the Bid Closing. It is the Contractor's responsibility to become familiar with existing conditions prior to submitting a bid. Failure to do so places the Contractor solely at risk. YES
- 9. The bid form and unit cost worksheet were completely and properly filled out. YES
- 10. The bid includes all work identified in the Project Specifications, Drawings, and Addenda? YES
- 11. A Bid Bond in the amount of 10% of the Base Bid was included with the Bid. The Surety is licensed in the State of Illinois and maintains the Best's Insurance Guide rating specified. YES
- 12. Contractor prepared to provide a Performance Bond? YES
- 13. Project includes required insurance? YES
- 14. The Contractor's Bid has not been qualified or modified and contains no conditions, exclusions, or clarifications other than what may be indicated on the Proposed Substitutions. NO

Willow Stream Park South Parking Lot Reconstruction Project Scope Review Meeting June 23, 2023 Page 2 of 4

- 15. All State of Illinois required certifications were completely and properly filled out and included with the Bid. YES
- Contractor acknowledges contract requirements to comply with prevailing wage rates and provide certified payroll records. YES
- 17. Were there any Proposed Substitutions included with the bid form? NO
- 18. Contractor submitted Qualifications and References? YES
- 19. Taking into account the bid opening results, Contractor has reviewed their estimate for the Work and maintains the submitted bid is complete and encompasses the entire scope of Work acting as general contractor. YES
- 20. Contractor submitted a schedule with bid proposal? NO, NOT REQUIRED FOR BID PROPOSAL.
- 21. Planned start date (assuming Board Approval on July 24, 2023 and with approved COI)? START SEPTEMBER 11 2023, WEATHER PERMITTING.
- 22. Contractor acknowledges the Date of Substantial Completion and will provide materials, equipment, and labor as required to achieve Substantial Completion by November 13, 2023. **YES**
- 23. Timeliness: The Contractor acknowledges they are solely responsible for the timely delivery on-site of the materials and equipment required to complete the Work. The Contractor intends to provide submittals and order materials and equipment in a timely manner so as to meet or exceed the schedule requirements. The proposal includes all overtime and/or shift time necessary to complete the job, meet the schedule, and coordinate with Park District operations and scheduling. YES
- 24. Coordination: The Contractor acknowledges that the timely and accurate coordination of the work is their sole responsibility. The Contractor and any Sub-Contractors-will attend a Pre-Construction Meeting and regularly scheduled Construction Coordination and Progress Meetings and acknowledge failure to coordinate construction activities will place the Contractor at risk for additional cost. YES
- 25. Completeness of Submittals: Contractor agrees that all submissions will be complete and orderly to facilitate a proper review. Incomplete submittals will be returned and shall not be the basis for a delay claim. All product submittals and shop drawings are to be submitted electronically. Physical color samples should be submitted to Owner for review and approval. YES
- 26. Are there any known products, trade issues, access, conditions, scope, etc which may/will prevent the Contractor from completing the work by the Substantial Completion date? NO

Willow Stream Park South Parking Lot Reconstruction Project Scope Review Meeting June 23, 2023 Page 3 of 4

- 27. Who will be the Project Manager and/or Superintendent for the project? TBD
- 28. Asbestos Containing Materials: Contractor acknowledges that asbestos containing materials may be present in the facilities where the Work is to be performed. Failure by the Contractor to notify the Owner of suspected asbestos containing materials prior to disturbing same will place the Contractor at risk for additional cost. N/A
- 29. Lead Based Paint: Contractor acknowledges that lead based may be present in the facilities where the Work is to be performed. Failure by the Contractor to lawfully remove and dispose of lead based paint will place the Contractor at risk for additional cost. N/A
- 30. Contractor acknowledges and understands the Site Logistics Plan including, but not limited to, on-site access and staging requirements. YES
- 31. Contractor acknowledges and understands the General Notes for the Work. YES
- 32. Contractor proposal includes all delivery, hoisting, lifts, etc to complete the work? YES
- 33. Contractor proposal recognizes any site restrictions, dumpster location, sidewalk access, and includes any required barricades, temporary partitions, floor protection, and/or dust protection? YES
- 34. Contractor proposal includes all utility locating, site investigation, layout work, and coring for assigned work? YES
- 35. Contractor proposal includes coordination of utility outages during off hours, as well as any required temporary power/lighting to the construction work area? N/A
- 36. Protection of Work: Contractor understands that they are to make all Sub-Contractors aware of the potential for damage to their Work. Contractor shall not install any material(s) that can be damaged unless proper protection is provided and instructions are given to maintain the protection for the duration of the Work. Failure to protect the Work will place the Contractor at risk for additional cost. YES
- 37. Contractor proposal includes waste management/disposal, dumpsters, as well as cleaning during and after construction? YES
- 38. Close-Out Documents: Contractor has included all Attic Stock/As-builts/O&M Manuals/Owner Training required by the documents. A condition of final payment or any reduction in retention is dependent upon the submission and approval of all closeout material. Such requests will not even be considered until all closeout obligations are full filled YES

Willow Stream Park South Parking Lot Reconstruction Project Scope Review Meeting June 23, 2023 Page 4 of 4

39. Additional Comments? THE PROJECT IS TAX-EXEMPT AND THE PARK DISTRICT WILL SEND OVER LETTER. BID FORM – PROBABLY ONLY 10% OF GEOTECH FABRIC NUMBER TO BE USED. CONTRACTOR PROPOSING TO LEAVE PULVERIZED MATERIAL IN PLACE.

THIS MEMORANDUM IS A RECORD OF THOSE TOPICS DISCUSSED DURING THE PROJECT SCOPE REVIEW MEETING AND IS NOT INTENDED TO INDICATE AN AWARD OF CONTRACT OR CHANGE OF TERMS OF THE CONTRACT.

Contractor:	
Printed Name Kurt Kolodziej	Date 6/27/2023
SignatureKurt Kolodziej	
Owner:	
Printed Name Michael Maloney	Date 06/23/2023
Signature While Signature	



Memorandum

TO: PARK BOARD OF COMMISSIONERS

ERIKA STROJINC, EXECUTIVE DIRECTOR

FROM: AMANDA BUSCH, RECREATION SUPERVISOR

RE: CLUBHOUSE BUS BID FOR 2023-24

DATE: JULY 5, 2023

Action Requested:

Staff is requesting that the Board approve the 2023-24 Clubhouse Bus Bid to provide service for the 2023-24 school year.

History:

Clubhouse has used First Student for transportation services for many years. Last school year we utilized the final bus bid extension with First Student, which required us to go out for bid for the 2023-24 school year. The bus bid request was published in the Daily Herald on July 15, 2023 and was out to bid for 15 business days. We received three bids from the following businesses: Safeway Transportation, Grand Prairie Transportation and First Student Transportation. Safeway Transportation came in with the lowest bid at \$399.52 per day/per bus. Amanda contacted three references provided by Safeway Transportation and all three references have been very satisfied with their service. Attached you will find a copy of the Clubhouse Bid Return spreadsheet. Staff recommends that the board approve this bid for the 2023-2024 school year to Safeway Transportation, 1030 S Milwaukee Ave., Wheeling, IL 60090.

Enclosed:

2023-24 Bus Bid Instructions2023-24 Bid Return Spreadsheet

Buffalo Grove Park District Clubhouse Field Trip Bus Bid 2023-2024

Bus Service Specifications

1. Field Trip Bus Specifications

- a. 28 Field Trips for school year 2023-2024
 - Number of field trips and days of the week vary; based upon the schools days off schedule
 - ii. 1-5 buses per day
 - iii. September 1, 2023 June 7, 2024
 - iv. 8 AM 4 PM
 - v. Times vary depending upon off-site location and time of scheduled trip. Time listed is for bidding purposes. Field trip locations vary from local to outlying areas; can travel as far as Kenosha, WI, Rockford, IL or Chicago, IL.
 - vi. Pick-up and drop-off location is the Alcott Center located at 530 Bernard Drive, Buffalo Grove, IL 60089, unless otherwise specified.

2. Pre-Summer Camp Field Trips

- a. Up to 10 Field Trips over two weeks
 - i. 1-4 Buses per day
 - ii. May 27, 2024 June 7, 2024
 - iii. 8 AM 4 PM
 - iv. Times vary depending upon off-site location and time of scheduled trip. Time listed is for bidding purposes. Field trip locations vary from local to outlying areas; can travel as far as Kenosha, WI, Rockford, IL, or Chicago, IL.
 - v. Pick-up and drop-off location is the Alcott Center located at 530 Bernard Drive, Buffalo Grove, IL 60089, unless otherwise specified.

Clubhouse Field Trip Return Bus Bid 2023

Safeway Transportation	Bid Price	Additional	Total
	Per Day/Per Bus	Costs	Cost
1 Field Trip Bus	\$399.52		\$11,186.56
2 Pre-Summer Camp Field Trips	\$399.52		\$11,186.56
		Total Bid	\$22.373.12

Grand Prairie Transit	Bid Price	Additional	Total
	Per Day/Per Bus	Costs	Cost
1 Field Trip Bus	\$466.00		\$13,048.00
2 Pre-Summer Camp Field Trips	\$466.00		\$13,048.00
•		Total Bid	\$26,006,00

First Student	Bid Price	Additional	Total
	Per Day/Per Bus	Costs	Cost
1 Field Trip Bus	\$624.00		\$17,472.00
2 Pre-Summer Camp Field Trips	\$624.00		\$17,472.00
<u> </u>	•	Total Bid	\$34,944,00



Memo

TO: PARK BOARD OF COMMISSIONERS

ERIKA STROJINC, EXECUTIVE DIRECTOR

FROM: JOE ZIMMERMANN, DIRECTOR OF RECREATION & FACILITIES

RE: RECREATION PROGRAM ENROLLMENT STATISTICS

DATE: JULY 5, 2023

Action Requested:

No action is requested from the board.

Background Information:

Annually, the Recreation Department shares program enrollment numbers with the Board of Commissioners. The activities are broken down by respective seasons, and previous years are included to show fluctuations over time.

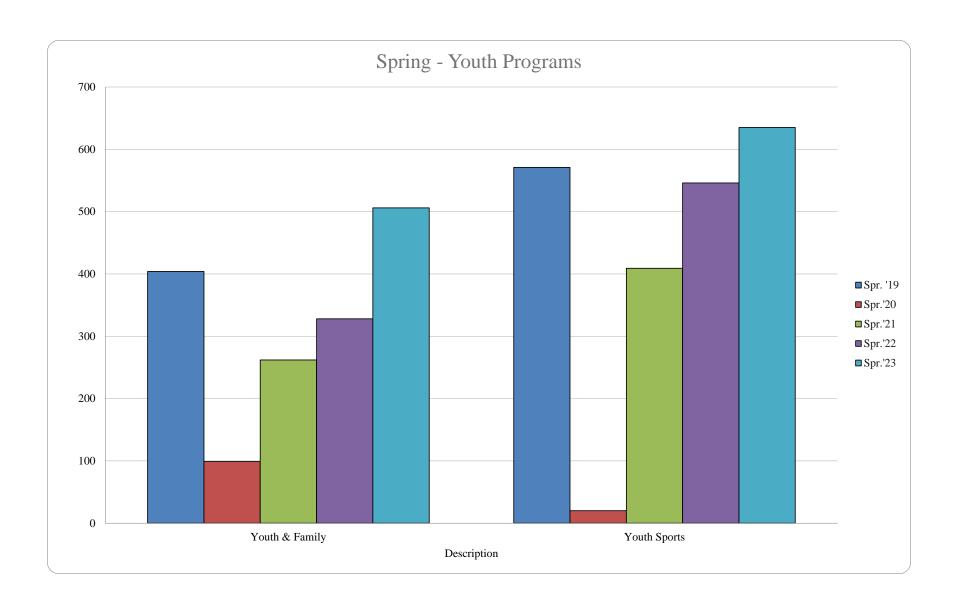
I have also included a few charts to highlight how much we have rebounded in youth programs, camps, and annual passes.

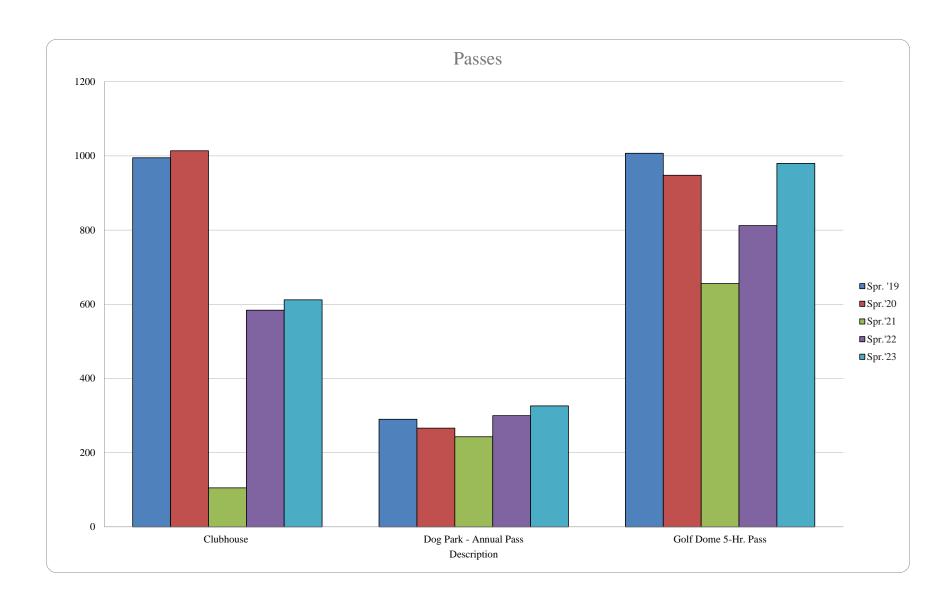
Overall, this is a great sign that our community is taking advantage of the many programs and services that the Park District offers, and that we are on a positive trajectory for FY 2023-24.

Enclosed:

Recreation Program Enrollment Statistics 2018-2023 (spring).

<u>Season</u>	<u>Description</u>	Sum. '18	Sum. '19	Sum. '20	Sum. '21	Sum. '22
Summer (1)	Adult and Fitness & Wellness	474	478	45	155	214
	Aquatics	528	586	140	351	625
	BGFC Classes	129	169	156	182	191
	Performing Arts/Dance	312	543	496	251	417
	Youth & Family	296	382	32	218	250
	Youth Sports	1624	1313	190	1103	1416
	Totals	3363	3471	1059	2260	3113
<u>Season</u>	<u>Description</u>	<u>Fall '18</u>	<u>Fall '19</u>	<u>Fall '20</u>	<u>Fall '21</u>	<u>Fall '22</u>
Fall (2)	Adult and Fitness & Wellness	629	604	30	205	289
	Aquatics	605	693	291	396	462
	BGFC Classes	197	241	89	202	222
	Youth & Family	399	493	92	300	483
<u>-</u>	Youth Sports	758	1060	126	808	1079
	Totals	2588	3091	628	1911	2535
<u>Season</u>	<u>Description</u>	Wint. '18	Wint. '19	Wint. '20	Wint. '21	Wint. '22
Winter (3)	Adult and Fitness & Wellness	470	493	11	89	153
willer (3)	Aquatics	325	493 292	102	106	149
	BGFC Classes	295	292	88	103	228
	Summer Day Camps	2978	921	1381	1955	2564
	Performing Arts/Dance	281	372	194	317	314
	Special Events	302	410	23	317	460
	Youth & Family	459	478	92	217	511
	Youth Sports	810	634	140	743	887
	Totals	5920	3810	2031	3561	5266
	Iotais	3320	3010	2031	3301	3200
<u>Season</u>	<u>Description</u>	Spr. '19	<u>Spr.'20</u>	<u>Spr.'21</u>	<u>Spr.'22</u>	<u>Spr.'23</u>
Spring (4)	Adult and Fitness & Wellness	333	86	29	196	217
	Aquatics	674	270	107	240	231
	Performing Arts/Dance	291	294	272	230	150
	Special Events	70	59	213	185	304
	Youth & Family	404	99	262	328	506
_	Youth Sports	571	20	409	546	635
	Totals	2343	828	1292	1725	2043
Caasan	Description	Cm# 140	Cm# 120	Smr 124	Cm# 122	Cm# 122
<u>Season</u>	<u>Description</u>	<u>Spr. '19</u>	<u>Spr.'20</u>	<u>Spr.'21</u>	<u>Spr.'22</u>	<u>Spr.'23</u>
Passes	Clubhouse	995	1014	105	584	612
	Dog Park - Annual Pass	290 1007	266	243	300	326
	Golf Dome 5-Hr. Pass	1007	948	656 4004	812	980
	Totals	2292	2228	1004	1696	1918
	Total by Fiscal Year	2018/19	2019/20	2020/21	2021/22	2022/23
•	Total by Histal Teal	16506	13428	6014	11153	14875
		10000	13720	JU 1 1	11133	1-1013







ADMINISTRATIVE STAFF MEETINGS REPORT JUNE 2023

JUNE 6, 2023

Joe:

- Will present AI data points and demographics to feel out rec staff interest at their meeting.
- Aly held her end-of-year parent meetings and they went well.
- Crescendo Show Choir sold 50 tickets for each of their shows on June 1 and 2.
- Chuck met with Eco Clean today and discussed cleaning expectations.
- Representative Mary Beth Canty is hosting a scavenger hunt in a few of our Cook County parks.
- Debbie is writing an article for IAPD on the partnership at the Museum with the Korean Cultural Center.
- Museum wedding exhibit opened yesterday; Exhibit Partner Party is on July 15.
- BGHS pool pump went down but they got it back up quickly; didn't have to move lessons.
- Tuck-pointing is done at the FC.
- Jimmy added language to rental forms about driving on park paths.
- Discussed taking shoes off during weight lifting at the FC; will reach out to other fitness centers to see how they handle it.
- Chuck is going to be the contact for Buddies and Keshet (baseball at Drazner).
- 190 people signed up for Camp Connection; bussing is completed, and site assignments are done
- Only six sections of camps have limited space remaining.
- Clubhouse has 115 130 kids each day at Alcott this week.

lohn:

- Sent notice out about records disposal; they will be out on Wednesday. Some boxes are being stored at the Golf Dome and Jose will pick them up.
- Reminded staff that Janet will take over payroll processing; payroll changes still go through Scott.
- Working with Erika on the Cook County levy.

Beth:

- Finished updating the Municipal Directory and posted it outside John's office.
- Updated the Freedom of Information Act informational flyer up at the front desk.
- Registered commissioners for NRPA Conference.

- Invoiced NSSRA and Lake County agencies for the Legislative Dinner.
- The Rylko Amphitheater and SNP expansion bid notice will be published in the Herald on Wednesday.
- Sent out Cinderella ticket reservation requests to the Board and FOP.

Mike T

- Wendy is sending the welcome letter out to 60 new BG residents.
- Meeting with Pitney Bowes people tomorrow about brochure distribution postage.
- Working on preschool website rebuild.
- Will be at camp training on Thursday; bringing his staff to introduce.
- Nic is working on Clubhouse snapchat ad video; will start in July.
- Will do an update video on Alcott demolition/reconstruction.
- Sponsorship is busy; BG Days is at \$15,000.
- Jennifer and Nic will be working with Debra on scan codes for the new exercise equipment.
- Two interns from BGPD start next week; Heather and Taylor.

Dani:

- Emmerich East sign that was damaged from car accident will be covered by PDRMA.
- Attended the PDRMA Membership Assembly meeting; learned can now purchase PATH coverage separately for employees; it is expensive.
- New PDRMA annual report is out; will share with the board.
- Will attend camp training on Thursday.
- Completed Risk Management new-hire employee orientation.
- Thanked Dylan who helped her compile the ladder surplus lists.
- AED pads are still backordered; many are expired. Pushing the vendor.
- Thanked all who helped with the Pride Picnic; Uniquely Us team was amazing. Thanked the athletics and land management crews for setup.
- Received Farmer's Market COI's.

Mike M. for Tim H.:

- Thanks to Jerry and the Facilities Staff, Clint/Kyle/Andy, for getting SNP open for the season on May 31 and Willow Stream Pool ready for the season on June 12.
- Congratulations to Dani for taking over the role of Superintendent of Parks.
- Congratulations to Esteban on becoming a full-time staff member.
- Facilities staff have transitioned into their summer schedule consisting of 4 days per week, 10 hours per day.
- Scheduled meetings with the Village Public Works and Community Development for parks department quarterly projects meeting.
- Presenting 5-year update on the ADA Transition Plan to the board in August.
- Working on a project delivery checklist to clarify expectations at various stages of a capital project.
- Alcott Demo work is complete.
- Midwest Mechanical was out to review the VAV's at the CAC and diagnose and program the
 existing controllers.
- Room 22 door replaced and kickstand was installed in lieu of closer at the CAC.

- Emmerich courts closed due to surface cracks; repairs should be completed by the end of this week.
- Hacienda will make repairs where the anchors were replaced at the Golf Dome.
- Museum roof replacement project to start August 7.
- Final paperwork and signage for the Solar Light Grant at the Nature Classroom is due by June
 15
- Willow Stream South parking lot project is out to bid.
- Playground crew, Dan/Nick, performing playground inspections along with some minor repairs. They will also be installing a new memorial bench at Mill Creek Park.
- Nick has been starting up the irrigation systems and performed a few minor repairs identified during startup.
- Waiting on the signed Parkchester Park OSLAD Grant paperwork.
- Prairie Grove Park: Hacienda was approved for the project; construction June to November 2023. A construction letter needs to go out to the public.
- Apple Hill and Veterans Park projects to start design work in November.
- Rylko Amphitheater/SNP is out to bid; construction start on September 11
- 2023 Rylko Park Improvements: Landscaping and site drainage around the Inline Rink has been completed. Sport Court completed repairs of the existing asphalt; dasher boards are being installed.
- 2024 OSLAD: Meeting with staff on June 6 to review the two site concepts. Two community engagement sessions with Upland are scheduled for June 26 and July 19.

Erika:

- Will register staff for NRPA next week.
- Camp training is on Thursday.
- Will further discuss pathway at Alcott.
- Will attend Efficiency Committee webinar.
- Need Prairie Grove Park timeline; want to email residents and post on website.
- Asked about Rylko ballfield quote update.

June 13, 2023

Joe:

- Willow Stream and SNP closed yesterday and today due to inclement weather.
- SNP rentals are at \$13,000+ to date; \$19,000 total in 2022.
- Try-It Tuesdays are back at the Museum; the first is on Butter Churning.
- Will take 4-6 weeks to receive the new exercise equipment at the FC; would like three bike racks.
- Still having chiller issues at the FC; meeting with Carrier HVAC this week.
- Happy 50th Birthday Diana!!!
- Camp training went well last week; they enjoyed moving around. Thanked staff that helped.
- Swim testing and meet-and-greets went well.
- Shout out to Diana from Brian for onboarding the new staff and handling Megan's work while she is on maternity leave.
- Bow Wow Dog Expo had a really good turnout; Dylan and Mike P. did a great job.

• Getting quotes on CAC replacement curtains.

John:

- Updating fixed assets through the Kroll system.
- Going through the checklist for the upcoming audit.
- New hires are entered in the payroll system.
- Janet will be taking over payroll when Liza retires next Monday.
- Steve Houde is retiring at the end of September.

Beth:

- Will send out Best Friend Award nomination forms to the Board and staff.
- Will send Tracey Crawford NWSRA Board Representative and Alternate now that the staff appointment is made.
- Added Scott Britton, the Cook County Commissioner, to our VIP list. His district includes a small part of Buffalo Grove.

Mike T:

- Updated the FC digital sign with upcoming events.
- Perry Weather widget is on the SNP and WS Pool pages.
- Attending the Village of BG branding initiative meeting tomorrow.
- Clubhouse video for Snapchat is almost done; Joe and Amanda will review it.
- Wendy resigned North Shore Healthcare sponsorship.
- Wendy is working on getting a new sponsor for the BG Days beer cups.
- Preschool website redesign is done; Keri will review.

Dani:

- Waiting to hear back from PDRMA on CAC curtains, Emmerich sign, and Room 1 structural damage.
- PDRMA Athletico visit to parks department on Friday; will train on injury prevention/ergonomics.
- Camp risk management training went well; conversation with minors went well.
- AED pads will take another month to arrive. Will purchase five new AED machines covered in our budget for this fiscal year for the FC.
- Mike P. dropped off two-way radios at camp sites yesterday.
- Will have the finalized Risk Management list by tomorrow to Erika.

Tim H.:

- Waiting for permit from Village for Prairie Grove Park.
- Will send Erika ideas for planters for the FC.
- Courts at Emmerich are back open.
- There is a glitch on MainTrac affecting work orders; working on it. Looking at new software.
- Held pre-bid meeting today for Rylko Park renovation and 4 companies showed up.
- Resident requests about Bocci ball court; will fix up the court at Drazner Park.
- Stolen buffalo at Weiss Park has been replaced.
- Received invoice for the bike rack at Veterans Park; will split with D102.

- Roof work will start at the Museum on August 7.
- WS Parking lot bid opening is on June 22.
- Rylko Park Amphitheater and SNP expansion bid opening is on June 29.

Erika:

- Asked Tim about building a lift for garbage cans to empty trash for custodians; will also look at a different garbage can.
- Waiting on last quote for Rylko ball fields turf replacement.
- Asked Tim to have Mike M. add CAC LED lighting to capital plan.
- WS parking lot work starts September 11 with substantial completion end of November; need to plan programming around this work. Would like language in the fall book.
- One-on-one meeting at Village tomorrow.
- If staff has any recommendations for a Park Board Commissioner, please inform Erika.
- Will send the Prospective Board Candidate Packet to Bloomberg and then to the Board for review.

June 20, 2023

Tim:

- Spoke with DCEO about the \$3 million dollar grant. Turned paperwork back in with their questions answered.
- Followed up with Greg about MainTrac failure issues.
- Tim and Dani met the contract tree trimmer on Friday; he is retiring but has a referral.
- There is a tennis court rental at Mirielle Park from 9 am to noon, Monday through Friday, through August. It is a tennis camp and they do have a permit to be there from us.
- Pickleball court light at Drazner went out; one of the amps was short.
- Concrete planters for FC and custodial lifts for the garbage dumpsters are ordered.
- Working on draft IGA for painting the bridge over Route 83.
- The mason work is starting on Alcott Room 1 this week or early next week.

Dani:

- Randy last day before retirement is Friday.
- Received field observation report from PDRMA and there were no surprises.
- Four AED's are on order for the FC.
- Wellbuilt Equipment wants to inspect our lifts off-site; they will be out of service for a few days.
- Memorial bench built by an Eagle Scout at Mill Creek Park needs to be replaced due to structural concerns.
- Carson and Dan are applying to be state-certified fire burn bosses.
- Durabuilt will be out today to look at a gate for the Alcott playground.
- Had a meeting this morning about the vestibule flooring at the FC; calling a flooring company to explore options for replacement.

Mike:

- Trying to get book to print; we're close.
- Sent donations to Salt Creek and Waukegan park districts for their fundraisers.

- Added a page on website under facilities for Mike Rylko Park; Erika asked Mike to feature the Nature Classroom and Gardens. She does not want it embedded on the Museum page.
- Clubhouse landing page is done for the Snapchat ad; Nic finished the video.
- Discussed the poor resolution of flyers on TV screens; looking into what the issue is.
- Wendy found a sponsor for the cups at BG Days.
- Working on the fire ordinance update.

Beth:

- Sent Best Friend Award nomination forms to the Board and staff; deadline for submittal is Wednesday, July 5. Need a Fred Bornstein award winning soccer coach.
- Sent out invitations to Randy's retirement party which is on Thursday, June 22 at the Chatterbox in downtown Long Grove from 3-5 pm.
- Sent invitation to the Museum Exhibit Partner Party to the VIP List for the Summer Weddings exhibit on July 15 from 1 3 pm.
- Sent Prospective Board Candidate binder content to Erika for legal counsel review.

John:

- Everyone received their payroll notice. Thanked Erika for sending the email reminding staff of next payroll due on Monday, July 3 at 11 am. Keep in mind it is the 4th of July weekend and you may be taking Monday off.
- Auditors will be here next week.
- Webinar today with PDRMA on updating our assets.
- Reminded staff that Janet is now the payroll person.

loe:

- Chuck has noticed that Alcott is light on programming in the evenings; working to get more programs after 5 pm.
- Outdoor contract cleaning started on Thursday.
- WS Pool had its 50th Birthday Party on Saturday.
- Debbie is working on creating a Nature Center birthday rental form.
- Flag Day was a success; shout out to Mike P. and Dylan who did a great job!
- Residents were complimentary of the Park District at the Village's branding meeting last week.
- Concert in the Park cancelled last week was rescheduled to August 8.

Erika:

- CAC curtain was reversed; hole is now in the back.
- Hayli's Law does not apply to the Park District. It is in regard to public health. The law only
 prohibits the following entities from regulating "lemonade or nonalcoholic drinks or mixed
 beverages": the Department of Public Health, the Health Department of a unit of local
 government, and a Public health district. As a rule, we generally don't care if a child sets up a
 lemonade stand in our park, however, it will not be allowed during one of our events.
- NRPA registration is due Friday; please notify Erika once you are registered.
- Attending a TIF meeting for the Dundee Corridor today at 2 pm at the Village.
- Working on the Athletico lease.
- Working on the Risk Management role moving forward.

JUNE 27, 2023

Tim:

- Outdoor security mirrors arrived for Alcott preschool wing exit (to playground).
- Received quote for fencing and gate for Alcott playground; will get the gate going for now. The rest of the fencing will be addressed with Alcott master plan.
- Thanked Mike for making playground maintenance signs; will pull the public engagement signs for June.
- Dan, Nick and Karsten are working on playground surfacing repairs.
- Dropped off construction update letter to Prairie Grove Park residents.
- Let Debbie and Marina know about ADA ramp work being done on walkway at the Museum.
- Thanked Dani for creating an onboarding training schedule.
- Meeting with an asphalt contractor today on the Alcott parking lot.
- The mason will be back to Alcott this week to work on Room 1 exterior.
- Midwest Mechanical needs to address HVAC controls at the CAC; will be back out July 10.
- Following up on punch list items with Schroeder Asphalt Services at Rylko Park.
- Waiting on Prairie Grove Park permit from the Village.
- Staff replaced the temperature sensor at the Willow Stream kiddie pool.

Mike:

- Designed logo for the Adventure Challenge t-shirt.
- Book is on press.
- Playground closed signs are done; will add QR code.
- Reached out to the beer cup sponsor for BG Days; they want to put a QR code on the cups.
- Sent Warrenville and River Trails donations for their fundraisers.
- Nic is doing a second "Meet the Trainer" video on Friday.
- Will be removing last names of PT staff from website.
- Wendy is working on second half of summer social media; the concert social media post last week reached 22,000 people.

Beth:

- Received a Best Friend Business nomination for Bowlero from Wendy.
- Scheduled the joint Board/FOP park tour for Monday, August 14. Asked for RSVP's in order to arrange transportation.
- Ordered a gold leaf for the Living Tree Memorial it is for the mother and two kids who were murdered in Buffalo Grove last November.

John:

- Received notification we were awarded the GFOA certificate of achievement for excellence in financial reporting for last year's audit.
- Payroll is due on Monday, July 3 at 11 am. Please make certain your payroll is covered if you are off.
- Will provide Erika with information for the IAPD survey.

Joe:

• Will cancel concert today if air quality index is at 200.

- Booked rooms for the general and primary elections at the CAC.
- Carrier Heating & Cooling has not come out to the FC to check on the chiller.
- Elevator lock to the basement at the FC is fixed.
- Met about the vestibule grates and floor runners at the FC; getting quotes to replace.
- Lots of compliments about the cleaning crew at the FC.
- Jenay did a great job with International Day of Yoga and Member Appreciation Day.
- Will add expiration dates to the old personal training packages.
- Shout out to Jimmy for stepping in on Park Patrol while Jeff Spitz is off.
- BG Fire department had concerns about the two emergency doors at Willow Stream pool; police department will review. We are open to solutions.
- Marina is finishing up Section 1 of the STEPS certification program.
- Happy Megan is back; thanked Amanda and Jimmy for helping while she was on maternity leave.

Erika:

- Scholarship total for refugees is needed for the next FOP meeting.
- Broadway Buddies meeting is scheduled for July 26.
- Asked about updated rules/waiver at the FC; Joe to follow through to make sure current members have signed off on the current waiver and updated rules.
- Anyone who uses Placer AI information in any way, needs to acknowledge the company.



Memorandum

TO: PARK BOARD OF COMMISSIONERS
FROM: ERIKA STROJINC, EXECUTIVE DIRECTOR
RE: PROSPECTIVE BOARD CANDIDATE PACKET

DATE: JUNE 29, 2023

Action Requested:

Staff is requesting that the Board review and approve the prospective board candidate packet.

Background Information:

As discussed at the last board meeting, we are updating our prospective board candidate packet in preparation of filling the board vacancy. All items will be printed out and put in into a binder that is handed out to potential prospects. Copies will be available for pick-up at the Alcott Center.

The binder includes the following items:

- 1) IAPD's "Serving on a Park Board" Informational Flyer
- 2) Buffalo Grove Park District Board Policy Manual
- 3) Current FY Budget
- 4) 6 Months of Prior Board Meeting Minutes
- 5) 2 Most Recent Quarterly Brochures

The entire packet was reviewed and approved by legal counsel on June 19, 2023. Comments from Steve Bloomberg were "I reviewed and approve the Prospective Board Candidate Packet as both very informative and fairly sets forth the responsibility of being a Board member".

Enclosed:

Items 1-2 of the above are enclosed.

Items 3-5 are self-explanatory.



Board of Commissioners Application

Please submit no later than 5 pm on [DATE] to:

Buffalo Grove Park District Attn: Erika Strojinc, Executive Director 530 Bernard Drive, Buffalo Grove, IL 60089

Name:
Address:
Home Phone: Cell Phone:
Email Address:
Please describe why you are interested in serving in this volunteer position.
Please tell us why you feel you are qualified to serve in this capacity.
Please describe your involvement in any other volunteer organizations.

THE ELECTION PROCESS

Park district boards in Illinois are comprised of five or seven members called commissioners or trustees. To be eligible to serve as an elected commissioner or trustee, you must live in the district for at least one year prior to election day. Terms are for six years, but the board or the community can elect to change terms to four years. In general, two seats are up for election in the spring of each odd-numbered year.

Briefly, the steps to being elected are:

- 1. In the fall of an even-numbered year, pick up a statement of economic interest and candidate petitions at your park district office.
- 2. Gather signatures of eligible voters so that your name may be placed on the ballot. You must obtain 25 valid signatures or 2 percent of the number of ballots cast for commissioner or trustee in the last election, whichever number is greater.
- 3. File the nominating petitions and a statement of candidacy with the park district secretary between 113 and 106 days prior to election day (usually in late December of an even-numbered year).
- 4. File a statement of economic interests with your county clerk (and a receipt with the park district secretary) on or before the final day for filing petitions.
- 5. Choose whether to file with the appropriate official clerk an optional loyalty oath and a voluntary statement of compliance with the Fair Campaign Practices Act.
- 6. File campaign finance disclosure forms with the State Board of Elections, if you raise or spend a prescribed amount on your campaign.

For specific details, contact your park district's executive director, board secretary or county clerk. Or, check the State Board of Elections' website at elections.il.gov.

Visit the IAPD online at **ILparks.org**

TRAINING & RESOURCES FOR CURRENT AND FUTURE BOARD MEMBERS

The Illinois Association of Park Districts has a number of resources that are available to you as a candidate and as an elected board member.

These resources include such important publications as The Park District Code, the Illinois Park District Law Handbook, and the Guide to the Open Meetings Act and FOIA.

In addition, the IAPD helps board members understand the financial procedures of Illinois park districts with such publications as the Illinois Park District Financial Procedures and the Guide to Public Sector Employment Laws.

We encourage you to visit our website at ILparks.org an take advantage of the plethora of member resources that area available to you as you build your understanding of the park district system in Illinois.

As a newly elected board member, you will be receiving the Illinois Parks and Recreation magazine which contains timely information on trends and governance issues.

The IAPD also has robust educational offerings for new and seasoned board members alike and you are encouraged to participate in these throughout the year, such as:

- The opportunity to track your board service and education by applying for IAPD Board Development Program.
- The IAPD offers the Board Self-Evaluation that allows a board to take a look at themselves to determine their level of effectiveness and efficiency of operation. This specialized training will be of great benefit to new board members as well as seasoned board members. It defines roles and responsibilities, describes duties for oversight and governance and assists in defining leadership within the agency.

To find out more about IAPD's online resources or other IAPD educational services, contact:

Peter Murphy, Esq., CAE, IOM 211 East Monroe Street | Springfield, IL 62701 217.523.4554 | pmurphy@ILparks.org



SO YOU WANT TO SERVE ON THE PARK DISTRICT BOARD... WHAT DOES THAT MEAN?

By Peter Murphy, President and CEO Illinois Association of Park Districts

If you are appointed or elected to the park board, you will become a leader who has accepted a major civic responsibility. You should be willing to make a commitment to give freely of your time and talents to help strengthen and further the park, recreation and conservation mission of your community.

As a board member, you will take on the responsibility for helping to set goals, formulate policies and establish services that will meet the present and future needs of the citizens of your district. The success of your agency depends to a great degree on how well you understand your role and how effectively you address your responsibilities as a board member.

More than 2,100 citizens serve on Illinois park district, forest preserve and recreation boards. Effective board members are respected citizens, well known and active in community affairs and interested in the total recreational needs of their communities.

Serving without compensation, locally elected commissioners represent their fellow citizens and interpret their views. They have the primary responsibility of spending tax monies, fees and donations designated for park and recreation services. They spend, and spend wisely, millions of dollars every year.



BOARD OBLIGATIONS

As a board member, it is important that you commit to the "big picture" and the long-term effects of the decisions you make. You should use sound judgment by weighing the pros and cons of each issue, be open to new ideas, and make ethical decisions. In addition, it helps to have the capacity to "take the heat" when unpopular, but necessary, decisions are made.

Board Members:

- Adopt policies that allow the organization to run efficiently, effectively, legally and ethically.
- Request, receive, evaluate and make decisions based on well researched guidance from the executive.
- Interpret the agency's mission, values and vision to the public.
- Monitor operational and capital finances.
- Hire, fire, supervise, evaluate and support the executive.
- Establish policies after consideration of pros and cons of each issue.
- Help set a strategic direction that adopts goals relating to the vision and mission of the agency.
- Act as a resource, a sounding board and as the eyes and ears of the citizens of the community, making sure that the agency is meeting their needs.
- Develop, maintain and update long-range plans.
- Adopt and adhere to a code of ethics.





The Illinois Association of Park Districts publishes books, provides training and assists board members in their desire to serve the public.

Effective Board Members:

- Have an attitude of cooperation, open-mindedness and objectivity.
- Are motivated only by a desire to serve the citizens and the agency.
- Work with the executive, not over or around him or her.
- Inspire the community's confidence, respect and support.
- Spend time in board meetings on strategic planning, policies and procedures, not on operational details that are the executive's responsibility.
- Make no disparaging remarks about the agency, other board members or their opinions.
- Keep high ethical standards.
- Display a talent for working well with others.
- Do not promise voting outcomes prior to learning the facts of any issue.
- Do not make decisions until all sides of an issue have been presented.
- Support board decisions even when a decision conflicts with personal views.



Board Policy Manual

Approved by Board of Park Commissioners: July 2022 Approved by Board of Park Commissioners: April 2023

Appendices in this Manual:

Appendix A – Ordinance 18-6-1 Fixing the Length of Time a Park Commissioner May Fail to Attend Meetings of the Park Board for the Office to be Declared Vacant and Providing for Declaring Such Vacancy

Appendix B – Expense Reimbursement Policy

Appendix C – Park, Facility, and Amenity Naming Policy

Appendix D – Non-Discrimination and Anti-Harassment Policy

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Statement of Intent

This Board Policy Manual is intended to describe existing policies/procedures as they apply to the Park Board of Commissioners.

All Board Policies and Procedures will be included in this manual. As part of the Park District's regular review of policies, the Administrative Staff will undertake a thorough review the Board Policy Manual at least every 5 years. During this review, the Administrative Staff will compile necessary changes to the manual for review by the Board. The Board will be responsible for reviewing and approving any necessary recommendations.

Following approval, each Board member will receive a complete Board Policy Manual. The Board Policy Manual will also be available to key Administrative Staff.

Buffalo Grove Park District Mission, Vision & Values

Mission:

Enriching life and community through premier parks, programs and facilities.

Vision:

To lead our diverse community with innovative and exceptional experiences.

We have a commitment to:

Character: Build respect, integrity and trust

Foster teamwork through communication and collaboration

Demonstrate professionalism

Excellence: Promote staff development

Follow best practices

Provide quality experience through guest-centered services

Exceed expectations

Assure safety through a comprehensive risk management program

Stewardship: Demand fiscal responsibility to assure transparency

Build green infrastructure Ensure resource efficiency

Create and maintain effective partnerships

Celebrate history

Community: Embrace cultural diversity

Encourage inclusion

Celebrate contributions of residents, board, staff and volunteers

Innovation: Implement new technology

Communicate a shared vision

Recognize trends by being responsive and adaptive

Inspire creativity

The Mission, Vision and Values were adopted by the Board of Commissioners in January 2013. Last reviewed by staff and Board as a part of Strategic Planning in August, 2019.

Section 1 - Introduction

1.1 Statutory Authority

A park district is purely a creation of the legislature, and has no inherent powers, but only such powers as have been granted to it by the legislature, or as are necessarily implied to give effect to the powers specifically granted.

A park district is a municipal corporation created for the purpose of acquiring and maintaining parks, and is separate and distinct from the city, county, or any other body politic. It is an agency through which in part the people of the state carry on government. It is not purely local in function, for the courts have ruled that park property is held in trust for the use of the people of the state at large and not for the exclusive use of the people of the district.

The district is governed by numerous statutes of the State of Illinois. (Ill. Comp. Stats.) However, the principle statutory authority is the Park District Code (70 ILCS 1205/1-1, et seq.), which is codification of the general law relating to park districts in Illinois. References and excerpts from the Park District Code and other related laws are made in this manual.

1.2 Legal Authority of this Policy Manual

In particular, the legal authority of this policy manual is (70 ILCS 1205/8-1 (d)) of The Code, which reads as follows: "(d) To pass all necessary ordinances, rules and regulations for the proper management and conduct of the business of the board and district and to establish by ordinance all needful rules and regulations for the government and protection of parks, boulevards and driveways and other property under its jurisdictions, and to effect the objects for which such districts are formed."

The statutes of the State of Illinois or any final court decision that is in conflict with the provisions of the policy manual shall supersede the provisions of this policy manual.

1.3 Definitions

For the purpose of the policy manual, the following terms shall have the definitions given herein:

- 1. "District" is the Buffalo Grove Park District, Cook and Lake Counties, Illinois.
- 2. "Board" is the Board of Commissioners of the Buffalo Grove Park District.
- 3. "Code" is "The Park District Code," (70 ILCS 1205/1-1) approved July 8, 1947, as amended.

For the purpose of this manual, words in the masculine gender shall include the feminine gender and words in the singular number shall include the plural number and vice-versa, and words in the present tense shall include the future tense.

1.4 Revisions

The Board may periodically review the policies contained in this manual and revise or amend them from time to time as they deem appropriate at a regular meeting of the Board by a majority of its members, except whereby law or the provisions of the manual itself, a vote greater than a simple majority is required.

1.5 Separability

If any policy or part thereof contained in the policy manual shall be determined invalid in a court of law, such determination shall not affect the validity of the remaining policies or parts thereof.

Section 2 - Board and Administration

2.1 Governance

The governance of the District is vested in the Board. The members of the Board constitute the corporate authority.

2.2 Number

The Board shall be comprised of five (5) commissioners.

2.3 Term of Office

Each term of office for a Commissioner shall be four (4) years. Terms are designated to expire on a staggered system. Commissioners shall serve until their successors are duly elected, qualified, and have taken the oath of office.

2.4 Inauguration

- 1. Newly Elected or Re-elected Commissioners:
 - a. Newly elected or re-elected Commissioners shall be inaugurated at the next regular scheduled Board meeting. At this time, the "old" Board shall meet, conduct any unfinished business, and then adjourn. The Secretary of the District shall then inaugurate the newly elected Commissioner(s) and the new Board shall then reconvene the meeting.

2. Appointed Commissioners:

a. Newly appointed Commissioners shall be inaugurated at the first regular Board meeting following their appointment.

2.5 Oath of Office

All elected and appointed Board members, before entering upon the duties of his office, shall take and subscribe to the Oath of Office.

2.6 Qualifications

Any person who is a United States citizen, qualified elector, and who has lived within the district for at least one year is qualified to be a candidate for the Office of Commissioner.

2.7 Nomination

 A candidate for the Office of Commissioner must file a nominating petition with the appointed election official of the District, signed by qualified voters of the District equal in number to not less than 2% of the number who voted at the last preceding election for Commissioners in the District, but in no case by less than 25 registered voters. 2. The appointed election official of the District shall make available nominating petition forms and the required number of signatures to any prospective candidate for the office of Commissioner and shall publicize the first and last day for filing such nominating petitions well in advance of those dates.

2.8 Election

Commissioners shall be elected biennially to take the place of those whose terms expire. (III. Comp. Stat.) Such elections shall take place at the election provided for the general election law. (10 ILCS 5/1-1)

2.9 Vacancies in Office

Whenever any member of the governing board of the Park District dies, resigns, becomes under legal disability (such that said Commissioner becomes unable to fulfill his duties), ceases to be a legal voter in the District, is convicted of any infamous crime, refuses or neglects to take his or her oath of office, neglects to perform the duties of his or her office or attend meetings of the Board for the length of time as the Board has fixed by Ordinance 18-6-1, or for any other reason specified by law, that office may be declared vacant. Vacancies shall be filled by appointment by a majority of the remaining members of the Board. Any person so appointed shall hold his or her office until the next regular election for this office, at which time a member shall be elected to fill the vacancy for the unexpired term, subject to the following conditions:

- 1. If the vacancy occurs with less than 28 months remaining in the term, the person appointed to fill the vacancy shall hold his or her office until the expiration of the term for which he or she has been appointed, and no election to fill the vacancy shall be held.
- 2. If the vacancy occurs with more than 28 months left in the term, but less than 123 days before the next regularly scheduled elections for this office, the person appointed to fill the vacancy shall hold his or her office until the second regularly scheduled election for the office following the appointment, at which a member shall be elected to fill the vacancy for the unexpired term. (70 ILCS 1205/2-25) See ADDENDUM A.

2.10 Compensation

In accordance with statue, the Board serves without compensation. (70 ILCS 1205/4-1).

2.11 Sponsored or Endorsed Workshops

All Board members will be encouraged to attend workshops conducted by the Illinois Association of Park Districts.

The Buffalo Grove Park District Board believes that a knowledgeable board is essential to assuring excellence in parks, programs and facilities. The Board must be aware of the latest trends, issues and practices in order to provide leadership and direction. Therefore, the Board of Commissioners has established a policy in support of attendance at workshops sponsored or endorsed by the NRPA, IPRA, IAPD, and other similar organizations. Park District Administrative staff is directed to maintain records of Board Member participation in these workshops, conferences and seminars.

2.12 Travel and Expenses

Authorized travel or other expenses incurred by the Board and which are related to and pre-approved by the District shall be reimbursed upon documentation of such expenses in accordance with following policy:

- 1. In conjunction with the preparation of the Budget and Appropriation Ordinance of the District for each fiscal year, the Board will determine the aggregate amount of funds to be made available for Commissioner attendance at workshops and conferences.
- 2. Prior to each approved workshop/conference, the Board will designate those Commissioners who will attend.
- 3. The Board shall designate approved meetings which may include but are not limited to the following:
 - A. Workshops/conferences sponsored by the National Recreation and Park Association which include Commissioner educational sessions.
 - B. Workshops/conferences sponsored by the Illinois Association of Park Districts which include Commissioner educational sessions.
 - C. Workshops/conferences sponsored by the Illinois Park and Recreation Association which include Commissioner educational sessions.
 - D. Workshops/conferences sponsored by the Park District Risk Management Association that may include educational sessions for Commissioners.
- 4. The Park District staff shall make all reservations including travel, hotel and conference registration.
- 5. The Park District will issue per diem in accordance with IRS regulations on any trip which involves at least one overnight accommodation. Per diem is to be used for:
 - A. Meals not covered by conference registration.
 - B. All travel not covered.
 - C. Entertainment expenses "Directly Related To" Park District business.
- 6. If a delegate indicates his intention to attend an approved meeting and subsequently notifies the District of his intention not to attend such meeting, or fails to attend such meeting, for reasons other than illness or emergency, the delegate shall reimburse the District in full for all expenses incurred or monies advanced by the District on behalf of the delegate in connection with such meeting, within thirty (30) days after written request therefore is made by the District.
- 7. No money for expenses shall be advanced to any delegate nor shall any delegate be reimbursed for any expenses incurred on behalf of any person other than such delegate, unless authorized in advance by the Board. No authorization shall be given for any such expense which is not related to the business and affairs of the District.

- 8. Delegates shall report on educational sessions attended at approved meetings, which shall contain a brief description of subject matter and recommendations or ideas pertinent to the operations of the District, if any.
- 9. Use of personal vehicles for District business shall be reimbursed at the current IRS standard mileage rate.

Note: The District approved Ordinance 16-12-2 Establishing a Policy to Regulate the Reimbursement of Travel, Meal and Lodging Expenses of Park District Commissioners and Employees on December 12, 2016. The expense reimbursement policy is attached. See ADDENDUM B.

2.13 Community Relations Activities

The Board encourages its members to participate in a variety of community relations activities and shall reimburse any and all usual and customary expenses incurred by Board members who attend such activities as the official representatives of the District when so designated by the President of the Board.

2.14 Board Member Emeritus (Approved by the Board, Oct. 24, 2011)

The honorary title of Buffalo Grove Park District Board Member Emeritus is bestowed upon past commissioners due to their distinct leadership, vision and contributions while serving on the Park District Board of Commissioners for at least ten (10) years. This is an honorary position and does not include any voting privileges or Board related responsibilities. Commissioners who have served between ten (10) and twenty (20) years may be given benefits for the same amount of years that they have served. Commissioners who have served twenty (20) years or more may be given lifetime benefits from the Buffalo Grove Park District. Benefits are only available to the Board Member Emeritus plus one and children under the age of 26 who are living at home. These benefits include:

- Fitness Center Membership
- Pool Membership
- Golf Dome Driving Range
- Recreation programs on the same basis as available to full time staff

A Board Member Emeritus designation is not an automatic action brought to fruition by the retirement of a sitting board member. This is an honor bestowed upon a past commissioner in recognition of his/her contributions to the community and to the Park District. To receive this honor, this action must be voted affirmatively by a majority vote of the members of the Park District Board then holding office.

In addition, the past commissioner:

- Must have served on the Board with distinction and honor resulting in benefits to the community.
- Be willing to be called upon from time to time to serve and/or represent the Park District if necessary and appropriate.
- Be willing to have his/her name acknowledged in literature and marketing materials for the Park District when appropriate.

This honor and the associated privileges may be revoked by majority vote of the members of the Park District Board then holding office. Prior to such revocation, the Board Member Emeritus shall be given the right to appear before the board.

2.15 Park, Facility, and Amenity Naming Policy (Updated and Approved by Board Action: June 20, 2022) See ADDENDUM C.

Section 3 - Use of Park District Programs, Facilities and Equipment

3.1 Pool Passes and Programs

Board members may, upon request, be given swimming passes at no charge. Swimming Pool passes issued to board members will be limited to the board member and his/her immediate family members (spouse, civil union partner and dependent children living at home). All eligible board members and family members must meet any requirements and restrictions for facility usage including regular hours of operation, age limitations and waivers.

Board members and their immediate family members (spouse, civil union partner and dependent children living at home) are also eligible to register for Park District pool programs and events at no charge. This benefit excludes contractual programs, private swim instruction, and trips offered through the pool.

3.2 Golf Dome

Board members and their immediate family members (spouse, civil union partner and dependent children living at home) may, upon request, be granted a membership, providing use of the driving range at no charge. All eligible board members and family members must meet any requirements and restrictions for facility usage including regular hours of operation, age limitations and waivers.

Board members and immediate family members (spouse, civil union partner and dependent children living at home) are also eligible to register for Park District Golf Center group instruction programs and events at no charge. This benefit excludes contractual programs, contractual services, private lessons, and trips offered through the Golf Dome.

3.3 Golf Dome Discounts

Board members will be allowed to purchase merchandise from the Golf Dome at a 10% discount plus tax.

3.4 Fitness Center Membership and Services

Board members and immediate family members (spouse, civil union partner and dependent children living at home) may, upon request, be given a Fitness Center membership at no charge.

Fitness Center membership allows access to many programs at no charge to the member. However, Board members will be charged the "per diem" rate for any contractual or specialized Fitness Center program or service. In some cases the per service/program fee may be discounted for Board members. This includes and is not limited to:

1. Personal Training Services

- 2. Private Swim Lessons
- 3. Consulting Services (Diet, weight loss, smoking cessation, etc.)
- 4. Specialized instruction programs (Tai Chi, Pilates, other)

3.5 Recreation Programs/Group Lessons

Board members and immediate family members (spouse, civil union partner and dependent children living at home) will be allowed to enroll in recreation programs or group lessons at a reduced rate or no charge subject to the following conditions:

- 1. Board members or immediate family members are not eligible to register for any resident lottery for recreation programs without complying with all requirements, regulations, rules and fees.
- 2. The Board member or immediate family member pays the Park District for any out-of-pocket expense in connection with attendance in the program or lesson including costumes, uniforms, props, personal equipment of any type, ticket prices or entry fees.
- 3. Board members will be charged the "per diem" rate for any specialized or contractual program or service. In some cases the per service/program fee may be discounted for Board members. This includes and is not limited to:
 - a. Personal Training Services
 - b. Private Swim Lessons
 - c. Consulting Services (Diet, weight loss, etc.)
 - d. Private or semi-private lessons for voice, piano, guitar, language, etc.

3.6 Fitness Center Pro Shop Discounts

Board members will be allowed to purchase merchandise from the Fitness Center at a 10% discount plus tax.

3.7 Use of Park District Property & Equipment

No elected official may use Park District property for personal use without proper authorization. No park district property may be released for personal use without the prior written approval of the Executive Director. The Executive Director can only approve personal use of Park District vehicles.

For the purpose of this section, Park District property is defined as buildings, vehicles, facilities, grounds, tools, implements, building materials, electronic equipment, recreation and rental equipment and all other property owned, leased or in the possession of the Park District. Because safety and liability is of chief concern, it is expected that Park District property that is assigned, or authorized or permitted to be used will be operated in a fashion consistent with the Park District's established safety rules and regulations. Instructions on safe and proper use will be provided upon request. In addition, the use of some Park District property may require permits, waivers and releases. The Board member will be responsible for the full cost of repair or replacement of Park District property, in the sole discretion of the Park District that is damaged or lost while it is in the Board member's care and custody. Loss, damages or theft of Park District property should be reported at once.

Upon termination of the Board member's status as Commissioner, the Board member must return all Park District property, equipment, keys, computers, and documents in his/her possession or control.

3.8 Procedures

Commissioners should contact the Executive Director regarding the use of Park District programs, facilities and equipment.

All complimentary passes and discounts given to a Board Member or immediate family in accordance with this section shall expire immediately upon termination of office with the Park District. All such complimentary passes and discounts cannot be transferred or given to persons other than the Board Member or member of immediate family as defined in this section.

3.9 Facility Rentals

Board members will be allowed to rent specific Park District facilities at no charge beyond any direct cost (i.e. custodian/building attendant needing to be present). If a rental is desired, the Commissioner will contact the Executive Director with his or her request. Commissioners may only reserve a facility within 30 days prior to the rental date request. Paying customers must be given the opportunity to rent the facility before commissioners are eligible. Commissioners and/or their immediate family member (civil union partner, spouse, dependent children living at home) must be hosting and present at rentals. Commissioners may not rent a facility at no charge for extended family members, friends, or organizations they are a part of. Commissioners are allowed to rent a room at a facility at no charge once per calendar year at the following facilities: Spray 'N Play, Community Arts Center Theater, and Community Arts Center Multi-Purpose Room. Rental discounts are for personal rentals only and cannot be used for revenue generating events. All Park District rules must be followed.

3.10 Complimentary Tickets to Community Arts Center Performances

Board members are entitled to four complimentary tickets to all performance of a production at the Community Arts Center. Commissioners should contact either the Executive Director or the Executive Assistant to secure the tickets.

Section 4 - Ethics and Conduct

4.1 Ethics Act

Commissioners must file a Statement of Economic Interest, pursuant to the Illinois Government Ethics Act, with the County Clerk of Lake or Cook County. (5 ILCS 420/1-101, et. seq.)

4.2 Legal Authority

The Board, as a whole, is the legal corporate authority of the District. As an individual, a Board member has no legal authority to determine policy, give directions to District personnel, or act or speak for the Board unless specifically authorized to do so by official Board action.

4.3 Representation

Board members represent all of the residents of the District and should avoid representing special interest groups. Board members should also avoid making public promises or statements regarding their votes or position on an issue prior to an official meeting.

4.4 Board Decisions

Board members should make non-partisan decisions regarding District policies and operations based upon reports, facts, and study and not upon personal interest or prejudice.

4.5 Board Unity

Board members should accept and endorse majority decisions of the Board and align themselves with Board policies, goals and objectives.

4.6 Relationship to the Executive Director/Designation of Authority

Board members shall honor and respect the delegation of authority and responsibility to the Executive Director. Board members shall work directly with the Executive Director rather than staff. Day to day operations and management of the District, including but not limited to, the management of all personnel and approval of department and program procedures manuals are the responsibility of the Executive Director. Any policy that may be included or referred to within a department or program procedures manual must be adopted and approved by the Board of Commissioners as described in Section 5.5 of this Board Policy Manual.

Requests for information concerning District operations, procedures and programs shall be directed to the Executive Director. Suggestions for new policies shall be referred to the Executive Director for study, appraisal and final recommendation. Complaints shall be turned over to the Executive Director for investigation and disposition for his recommendation as to disposition by the Board. Board members shall support approved actions of the administration.

4.7 Indemnification

Board members shall be indemnified against claims and actions and shall be insured against any liability asserted against them because of their position as members of the Board.

<u>4.8 Non-Discrimination and Anti-Harassment Policy</u> (Approved by the Board of Commissioners – June 2019). See ADDENDUM D.

Section 5 - Primary Functions of the Board

Although the Board of Park District Commissioners is empowered to make all decisions affecting the operations of the District, it shall normally exercise its power by establishing policy and reviewing the implementation of policy by its officers and employees. In addition, the Board shall perform the following specific functions:

5.1 Tax Levy

Provide for the levy of taxes pursuant to the authority granted by State Statute. Such levies shall provide for the generation of sufficient revenue to pay the cost of the District's operation.

5.2 Use of Funds

Decide upon the use of funds generated by revenue-producing facilities after operational and maintenance costs are paid.

5.3 Make Adjustments

Enact periodic adjustments in the operational policies of said revenue facilities.

5.4 Hiring/Appointment and Annual Review of the Executive Director

It is the responsibility of the Board of Commissioners to hire and appoint a non-elected Executive Director as its Chief Administrative Officer.

The process for hiring a new Executive Director will be as follows:

- After the current Executive Director has made it known of their departure date to the Board, the Board will review the job description, which includes a job summary, essential functions and job requirements.
- 2. The Board, at its discretion, may ask the current Executive Director if there are any current staff that both meet the job requirements and are interested in being considered for the position.
- 3. If there are current employees that meet the requirements and are interested, the Board may ask the current Executive Director if he/she would recommend any of those current employees.
- 4. The Board will then decide if they wish to interview any of the current employees that meet the requirements.
- 5. The Board will also decide if they want to run a public search, which can run concurrently with internal interviews.
- 6. An Employment Contract will be negotiated, approved and signed by the Board and the new Executive Director.

The Board of Commissioners will annually appoint the Executive Director. This appointment will be done at the Annual Meeting or as soon thereafter as possible. This appointment should reflect the responsibility the Board has to assure the professional operation and stewardship of this valuable community resource. Evidence of this appointment will be shown in the Board Meeting Minutes.

It is the responsibility of the Board of Commissioners to annually review the performance of the Executive Director. This review shall take place at the end of the fiscal year, prior to the start of the next fiscal year.

5.5 Policies

- 1. Adopt and periodically review a set of rules and regulations affecting all personnel in a document known as the Personnel Policy Manual of the Buffalo Grove Park District.
- 2. To study, develop and adopt policies that will satisfy the park and recreational needs of the community and to see that such policies are effectively administered.

5.6 Evaluation, Goals and Objectives

To appraise and evaluate the District's recreation programs, the physical conditions of the buildings and grounds, the efficiency of the personnel, and to establish goals and objectives for recreational programs, land development, capital expenditures, and operations.

5.7 Monitor Operations

Monitor the operational procedures of the District and make additions or alterations to improve procedures at regular Board meetings. The individual Board members shall keep themselves informed

of the activities and functions of the district by observation, comments from its citizenry, continuing education, and reports presented by the staff of the District. The Board of Park District Commissioners shall act decisively in the best interest of the District as a whole.

5.8 Philosophy

Establish the operational philosophy of recreation programming for the district and set fees and charges to be approved at a regular Board meeting.

5.9 Development

Develop a well-rounded and broadly-based park system that recognizes the diverse needs and interests of the community it serves.

Section 6 - Officers of the Board

The officers of the Board of Park District Commissioners shall be President, Vice President, Secretary, and Treasurer and other officers as may be chosen by the Board. (70 ILCS 1205/4-8)

- 1. The officers of the Board of Park District Commissioners shall be chosen at the May Annual Meeting by the Board or as soon thereafter as possible. Each officer shall hold office until the next annual meeting or until his successor is duly chosen and has qualified, or until his death, or until he shall resign as such officer (or in the case of the President, Vice President, and Treasurer as a member of the Board), or until he shall have been removed in the manner provided in the "Park District Code". Vacancies created in any office by the removal of an officer or the creation of a new office may be filled by the Board at any of its meetings. In the case of temporary absence or the temporary inability of an officer to act as such, the Board may fill the office temporarily.
- 2. Before entering upon their respective duties, all officers may be required to be bonded, and with such conditions and security as may be determined by the Board.

6.1 President

The President shall preside at all meetings of the Board, and shall call special meetings thereof on his own motion or on request of two or more of the members, and in the case of a special meeting shall cause notice to be given to all members as provided. He shall have the right to vote upon all questions coming before the Board and shall be a member thereof. The President shall be the executive officer of the Board. He shall sign all documents authorized by the Board in its name and on its behalf and shall see that all ordinances of the Board are enforced. He shall also perform such other duties of the office according to State Statutes and the direction and approval of the Board.

6.2 Vice President

The Vice President, in the absence of the President, or in the event of his refusal or inability to act, shall be vested with the powers to perform the duties of the President.

6.3 Appointed Personnel

The Board shall appoint a Secretary, Treasurer, Attorney, and an Executive Director, prescribe their duties and establish the term of appointment. The Secretary and Treasurer need not be Board

members, in which case the Board may fix their compensation. (70 ILCS 1205/4-8)

- 1. The Board shall appoint annually an Executive Director, and an attorney in the manner provided for officers herein, and may further employ such other employees, from time to time, as may be required or deemed desirable, defining and prescribing their respective duties and compensation. Such duties and compensation shall be reviewed by the Board prior to the annual meeting. The Board may also retain consultants and other independent contractors, from time to time, as may be required or deemed desirable, defining and prescribing their respective duties, services and compensation.
- Any officer or employee chosen or employed by the Board may be removed by the Board whenever in its judgment the best interests of the government of the District would be served thereby.

3. **Secretary**

The Secretary shall have the custody of the Corporate Seal and of all books and records pertaining to the Secretary's Office; shall attest and affix the Corporate Seal to all instruments requiring such action when authorized by ordinance or vote of the Board; and shall cause all ordinances, resolutions and other actions of the Board requiring filing and /or publication, to be duly published. The Secretary shall give notice of and attend all meetings of the Board and keep full and true record of its proceedings. The Secretary shall have the power to administer oaths and affirmations. The Secretary shall perform all duties pursuant to state law and accept all other duties prescribed by the Board. The Secretary need not be a member of the Board, and may be a paid employee, and shall act under the general supervision of the President and Board.

4. Treasurer

The Treasurer shall be appointed by the Board President and shall review all financial statements and detailed information as prepared by the Executive Director and Director of Business Services and Human Resources. The appointed Treasurer is a member of the Board of Park District Commissioners and is the legal signatory on bonds and other legal documents as approved by the Board of Commissioners The Board may appoint the Director of Business Services and Human Resources as an Assistant Treasurer.

5. Executive Director

The Executive Director shall at all times be subject to and act in accordance with the policies and directions of the Board. He is the Chief Administrative Official of the District and shall be responsible for the administration of the District and its programs; the maintenance, construction and repair of the park system; and the employment of the Director of Recreation and Facilities, Director of Parks and Planning, Risk Manager, Director of Business Services and Human Resources; and such other employees as are required by same. The Executive Director shall recommend to the Board such rules, regulations, and operating policy for the District as is deemed necessary and appropriate for the proper operation and use of the park system by the public, and the management and programming thereof, not inconsistent with applicable laws and ordinances. If these rules, regulations, and statements of operating policy are approved and adopted by the Board, then the Executive Director shall promulgate and enforce them. The Executive Director may delegate or issue permits and grant permission in accordance with

applicable ordinances, policies, rules, and regulations of the District. He shall attend all meetings of the Board and report on his actions and the operation and activities of the District, since the previous Board meeting. The Executive Director shall be an unofficial member of all Park Board committees. The Executive Director should:

- a. Fully and constantly keep the Board members informed of the important aspects of the day-to day operation of the District in a straightforward manner.
- b. Prepare all information which is necessary for the Board to become fully informed. The Executive Director should set forth a clear statement of the situation or problem, provide unbiased information on various alternatives and the financial impact of same, if necessary. This information should be accompanied by a recommendation. He/she should be prepared to justify the recommendation and discuss the rational attendant to it.
- c. Respect the judgment and ideas of each Board member realizing that the Board and its Commissioners are the democratic representatives of the community.
- d. Enter into the day-to day operations of the District with the spirit that administrative decision-making must be exercised within the policies that have been agreed by the Board. The Board should recognize that countless situations will arise which are not explicitly covered by adopted policies and which, therefore, require an administrative decision.

6. Attorney

The attorney shall advise the Board concerning all legal matters and shall be responsible for the prosecution and defense of all litigation in which the District is interested. The attorney shall draft all ordinances, resolutions and other instruments as may be required by the Board.

<u>6.4 Additional Duties of Appointed Officers</u>

In addition to the duties herein above specified, each officer shall perform other duties as may be required of him by the Board as authorized by law.

Section 7 - Park Board Liaison Positions and Ad Hoc Committees

7.1 Board Liaison Positions

At the annual meeting at which the president of the Board is selected, or the first regular meeting thereafter, the President, with Board approval, shall establish the Liaison Positions of the Board and charge them with their assignments for the next fiscal year. The Liaison Positions will sit until the next election of the Board President.

Board Liaisons will be appointed by the Board President at the Annual Meeting. Board Liaisons are expected to attend occasional meetings of the groups they represent and report to the Board on

matters of interest when appropriate.

The established liaison shall lead discussion of agenda items that fall under their specialty and advise the Board on matters of policy concerning their area of responsibility.

The Liaison positions shall include, but are not limited to:

- 1. Finance
- 2. Personnel
- 3. Policy and Legislation
- 4. Recreation
- 5. Public Relations
- 6. Park Development
- 7. Ethics Advisor
- 8. IAPD Key Contact
- 9. Village Board and Planning & Zoning Commission
- 10. Friends of the Parks Foundation
- 11. Environmental Action Team (EAT)
- 12. BG Days

7.2 Ad Hoc Committees

Ad Hoc committees may be established by the President at any time. The President shall appoint Commissioners, and/or other individuals to these committees and designate a chairperson. Such committees shall sit until the business of the committee is complete and its report accepted by the Board. Once the task is completed, the committee disbands.

Since an Ad Hoc committee's purpose is to discuss a particular business item, all ad hoc committee meetings are subject to the Open Meetings Act.

All five Board members are recommended for any ad hoc committee so that two members can still talk without creating a "meeting" subject to OMA.

Section 8 - Meetings

8.1 Annual Meeting

The Annual Meeting of the Board shall be held the fourth Monday each May, if not a legal holiday. If the day of the Annual Meeting falls on a legal holiday, the meeting shall be held when designated by the Board. The Workshop Meeting will begin at 6 pm and the Board Meeting will begin immediately thereafter. This shall be the organizational meeting of the Board where new Commissioners are generally inaugurated. The President and Vice President shall be elected; the Secretary, Treasurer, Attorney and Executive Director shall be appointed; and the standing committees of the Board shall be established. Other business may be transacted at this meeting.

8.2 Regular Meetings

Regular meetings of the Board shall be held on the second and fourth Monday of each month at 6 p.m. Board Workshops are scheduled the second Monday of each month. These meetings begin

at 6:00 pm and are held at the Alcott Center. On the fourth Monday of the Month, the Board holds a Workshop immediately followed by a Board Meeting. These meetings begins at 6:00 pm and are also held at the Alcott Center. The Board may decide to have only one meeting in a certain month. If the day of any meeting falls on an observed holiday, the meeting shall be held when designated by the Board. In December of each year, the Board shall establish a calendar of workshops and meetings for the coming year.

Agendas for these meetings are drafted by the Executive Director and are made available electronically to Board Members the Thursday before the meeting. Along with the Agendas are staff reports with recommendations, financial reports, and correspondence for consideration by the Board of Commissioners. Included in the Board Meeting Packet is a Summary of Board Actions Items, usually written in the format required for passage by the entire Board.

In addition, Board Agendas will be made available to the general public. Board Agendas will be posted in the Alcott Center, and will also be posted on the Buffalo Grove Park District Web Site and sent to the local newspapers.

8.3 Special Meetings

Special meetings of the Board may be called by the President whenever he shall deem it necessary or shall be called by the President at the request of any two Commissioners. Notice of any such special meetings shall be given as required by the Open Meetings Act.

(5 ILCS 120/1, et seq.)

8.4 Place of Meetings

The meetings of the Board shall be held at the Alcott Community Center, 530 Bernard Drive, Buffalo Grove, Illinois, unless otherwise stipulated by the Board.

8.5 Open Meetings

All regular, annual, special and committee meetings of the Board shall be held in accordance with the Open Meetings Act. ($5 \, \text{ILCS} \, 120/1$, et seq.)

8.6 Closed Meetings

The Board may hold a meeting closed to the public or close a portion of a meeting to the public for reasons which include but are not limited to discussion of personnel, land acquisition, pending litigation, or for "collective negotiation" in the event a labor union is formed. Any such closed meeting shall be held in accordance with the Open Meetings Act. (5 ILCS 120/1, et seq.) No final action on any Board matter may be taken at a closed meeting.

8.7 Schedule and Notice

The schedule and public notice of all regular, rescheduled, or reconvened Board meetings for each calendar year shall be made available in accordance with the Open Meetings Act. (5 ILCS 120/1, et seq.)

8.8 Quorum

A majority of the duly elected and qualified Commissioners shall constitute a quorum for the transaction of business; provided, however, that if no quorum is present, the Commissioners attending may adjourn the meeting from time to time without further notice until a quorum is obtained.

8.9 Order of Business

The order of business at all regular meetings of the Board shall include the following agenda items: Roll Call, Pledge of Allegiance, Approval of Agenda, Introduction of Guests, Topics from the Floor, Correspondence - written and oral, Committee Action Items, Director's Report and Operational Reports, Attorney's Report, Old Business, New Business, and Adjournment. Items presented under New Business shall not be formally acted upon.

8.10 Petitions Submitted By Residents

All petitions which are directed toward the District's areas of responsibility shall be brought to the attention of the Board at the earliest opportunity.

The petition shall be placed on the agenda of a regular or special meeting and be discussed by the Board. The individuals(s) responsible for the petition shall be notified at the earliest possible date that the Board has received the petition, as well as any action which has been decided upon.

8.11 Discussion

The President shall limit discussion to matters pending before the Board and may suggest time limitations on discussion.

8.12 Citizen Participation

Citizens shall be invited to participate in Board meetings during the "Topics from the Floor" portion of the agenda and at other times during the meeting when recognized by the President of the Board.

8.13 Ordinances, Resolutions and Motions

All ordinances, resolutions, and other proceedings of the Board shall be in writing and kept in a regular book of records, open to the public for inspection as prescribed by law. Illinois law provides that the Board shall have the power "to pass all necessary ordinances, rules and regulations for the proper management and control of the business of the Board and the District and to establish by ordinance all needful rules and regulations for the government and protection of parks, boulevards and driveways and other property under its jurisdiction and to effect the objects for which such districts are formed." (70 ILCS 1205/8-1 (d)

8.14 Voting

A roll call vote shall be taken for the passage of ordinances, resolutions and propositions that create any liability or for the expenditure or appropriation of money, and in all cases at the request of any Commissioner, and shall be entered upon the minutes of the proceedings. The act of a majority of Commissioners present at a meeting at which a quorum is present shall be the act of the Board, except as otherwise required by the ordinances of the District, by state law, or unless the act of a greater number of Commissioners is required by any section of this policy.

8.15 Rules of Order

The proceedings of the Board shall be governed by Robert's Rules of Order in all questions or procedure not otherwise provided for herein.

8.16 Official Minutes

The Secretary of the District shall keep written minutes of all Board meetings as specified by the Open Meetings Act (5 ILCS 120/1). All action taken by the Board at all regular and special meetings of the Board shall be done in open meeting and recorded by the Secretary. The Secretary is charged with keeping an accurate and true record of all motions, resolutions and ordinances in an official minute book. All minutes will be considered "unofficial" until adopted by the Board at a subsequent meeting.

The official minutes book of the Buffalo Grove Park District shall be open for public inspection as specified by the Open Meetings Act (5 ILCS 120/1) and the Freedom of Information Act. (5 ILCS 140/1)

The Secretary of the Board is responsible for reviewing executive session minutes every six months. The Secretary will also request review of these minutes by the Park District Attorney for his opinion on which minutes should be made available for public inspection. The Board will then take action to release minutes for public viewing or for the minutes to remain closed for public viewing. The recording and disposal of closed session minutes shall be handled in accordance with the Open Meetings Act. (5 ILCS 120/1, et seq.)

8.17 Remote Attendance Policy

It is the policy of the Buffalo Grove Park District to allow members of the Board of Commissioners to attend and participate in open and closed meetings of the Board by video or audio means as authorized by Section 7 of the Open Meetings Act, 5 ILCS 120/7, subject to the rules and limitations applicable to such attendance and participation as set forth in this Policy.

No Commissioner may attend any portion of a meeting by remote means unless:

- A. A quorum of the Board is physically present at the meeting; and
- B. He or she provides email or written notice to the Secretary specifying the reason for requesting attendance by remote means at least three hours prior to the meeting at the District's principal office; and
- C. The remote means being utilized is fully functional so as to allow all Commissioners and any member of the audience to hear all communications taking place at the meeting.

No Commissioner may attend a meeting by remote means for any reason other than:

- A. Personal illness or disability
- B. Employment purposes or the business of the Park District
- C. A family or other emergency
- D. There is a state-issued disaster declaration related to public health concerns
- E. The President of the Board of Commissioners determines that an in-person meeting it is not practical or prudent because of public health concerns

However, no Park Commissioner may attend a Board meeting by remote means more than six times in any calendar year except in the case of a state-issued disaster declaration related to public health concerns.

When any Commissioner attends any portion of a meeting by remote means as permitted by this Policy:

- A. The minutes of the meeting shall so reflect that such Commissioner attended the meeting by remote means; and
- B. Every Commissioner shall be identified during all Board discussions so that each Commissioner is aware of which Commissioner is speaking at all times.

A Commissioner attending a meeting by remote means shall:

- A. Be permitted to fully participate in the meeting as if he or she were physically present, subject to the Board's guidelines and procedures for conducting the meeting; and
- B. Advise the Secretary and Board if he or she leaves or returns from the meeting; and
- C. Advise the Secretary and Board of all other persons in the same room as such Commissioner attending by remote means and whether and to what extent such other persons are able to hear the discussions at the meeting.

If any provision of this Policy conflicts with any provision of the Open Meetings Act, the provisions of the Act shall prevail.

APPENDIX A

ORDINANCE NO. 18-6-1

AN ORDINANCE FIXING THE LENGTH OF TIME A PARK COMMISSIONER MAY FAIL TO ATTEND MEETINGS OF THE PARK BOARD IN ORDER FOR SUCH COMMISSIONER'S OFFICE TO BE DECLARED VACANT AND PROVIDING A PROCEDURE FOR DECLARING SUCH A VACANCY

WHEREAS, the Buffalo Grove Park District ("District") is an Illinois park district organized and operating under and pursuant to the provisions of the Park District Code (70 ILCS 1205/1-1 et seq.) ("Code") and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the District under the Code is governed by five (5) individuals elected or appointed from time to time and comprising the Board of Park Commissioners ("Board") of the District; and

WHEREAS, the Board is empowered to pass all necessary ordinances, rules and regulations for the proper management and conduct of the business of the Board and District and to manage and control the officers and property of the District; and

WHEREAS, except as otherwise specifically provided by law, the Board acts from time to time on behalf of the District through the majority vote of the Board members at public meetings where at least a quorum of said members is present; and

WHEREAS, the members of the Board are elected to serve and represent the public, and an integral part of such service is attendance at the regular monthly meetings of the Board and such special or other meetings of the Board as may be called to order from time to time; and

WHEREAS, the failure of a park commissioner to attend the meetings of the Board deprives the electorate of the District of its full representation; and

WHEREAS, Article 2-25 of the Code provides various reasons for a vacancy; such as, whenever any member of the Board (i) dies, (ii) resigns, (iii) becomes under legal disability, (iv) ceases to be a legal voter in the district, (v) is convicted of any infamous crime, (vi) refuses or neglects to take his or her oath of office, (vii) neglects to perform the duties of his or her office or attend meetings of the board for the length of time as the board fixes by ordinance, or (viii) for any other reason specified by law, that office may be declared vacant.

WHEREAS, the Board wants to adopt an ordinance which provides that whenever any member of the Board neglects to attend the meetings of the Board for a length of time such member's office may be declared vacant; and

WHEREAS, the Board of the District has not previously adopted any ordinance fixing the length of time a member of the Board may fail to attend meetings of the Board for that member's office to be declared vacant; and

WHEREAS, the Board wishes to (1) fix the length of time that a member thereof may fail to attend meetings in order for such member's office to be declared vacant and (2) to provide a procedure pursuant to which a declaration of vacancy as aforesaid may be rendered.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Park Commissioners of the Buffalo Grove Park District, Lake and Cook Counties, Illinois as follows:

<u>SECTION 1</u>. <u>INCORPORATION OF PREAMBLE</u>. The preamble to this Ordinance is hereby incorporated by reference in this Ordinance, as though set forth herein in full.

SECTION 2. REPEATED FAILURE TO ATTEND BOARD MEETINGS. The failure of any member of the Board to be present either: (i) in person or (ii) by telephone in accordance with Board policy, at four (4) or more consecutive duly called regular meetings of the Board, or at six (6) or more duly called regular meetings of the Board within any consecutive twelve (12) month or shorter period after the effective date of this Ordinance shall be cause for the President of the Board or the Board to convene a meeting closed to the public or a closed session of an open meeting for the purpose of conducting a hearing to consider whether the office of Park Commissioner of such member shall be declared vacant, pursuant to 70 ILCS 2-25 and 5 ILCS 120/2(c)(3). For purposes hereof a member of the Board shall be deemed to be present at a meeting of the Board only if such member is in attendance at such meeting in person or, if permitted by Board policy, by telephone conference, from the time such meeting is called to order until the final adjournment of the meeting.

SECTION 3. HEARING.

- (a) Prior to taking any final action on declaring a member's seat on the Board to be vacant, a procedural due process hearing ("Hearing") before the Board shall be held to determine whether the Park Commissioner failed to be present in person or, if and as permitted by Board policy, by telephone, at four (4) or more consecutive duly called regular meetings of the Board, or at six (6) or more duly called regular meetings of the Board in any consecutive twelve (12) month or shorter period. The Park Commissioner whose office is in question shall be given at least fourteen (14) days prior written notice of the Hearing ("Hearing Notice") by the President of the Board.
- (b) The Hearing Notice shall include notice of the possible declaration of vacancy of the member's seat on the Board, the date, time and location of the meeting and a listing of the dates of the meetings which the member has allegedly failed to attend.
- (c) The member whose seat may be declared vacant shall have the right to be present at and to participate in the Hearing. The member shall also have the right to be represented by counsel prior to, during, and after the Hearing.
- (d) During the Hearing the Board shall provide the member whose seat may be declared vacant, with certified copies of the minutes of the Board meetings which the member is alleged to have missed, showing those members in attendance at such meetings and

those absent and whether the members were physically present or present by means of telephone conference and such certified copies shall create a rebuttable presumption that the member failed to attend each meeting for which the minutes reflect his absence.

- (e) At the Hearing the member whose seat on the Board may be declared vacant may present oral and/or written evidence and/or present any witnesses to establish such member's presence at any meeting where the aforesaid minutes reflect such member's absence.
- (f) The President of the Board shall preside at the Hearing and may be assisted by legal counsel for the District.
- (g) No final action shall be taken at the Hearing.

SECTION 4. DECLARATION OF VACANCY. At any time after the adjournment of the Hearing, the Board shall, at a meeting open to the public, make a finding of fact regarding the number of meetings missed by the member and if such finding indicates that at least four (4) consecutive duly scheduled regular meetings of the Board were missed by such member, or that such member missed six (6) or more duly scheduled regular meetings during any twelve (12) month or shorter period, the Board may declare the office of Park Commissioner of said member vacant by the affirmative roll call vote of not less than three (3) members of the Board, whereupon said office shall be vacant and may be filled by the remaining members of the Board in accordance with the provisions of Section 2-25 of the Code (70 ILCS 1205/2-25).

<u>SECTION 5</u>. <u>INVALIDITY</u>. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be effective upon its passage. PASSED, this 25th Day of June, 2018.

APPENDIX B

EXPENSE REIMBURSEMENT POLICY

Section 1: Definitions

- "Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.
- "Qualifying Travel Expenses" means ordinary and necessary expenses incurred by an
 employee or Board Member for travel, lodging, meal, and/or incidental expenses for travel
 away from home in connection with attendance at workshops, seminars and conferences, and
 participation in professional organizations.

Section 2: Maximum allowable reimbursement for travel expenses is limited to

- The standard IRS mileage allowance.
- Surface and air transportation are reimbursed or advanced at the face value of the
 ticket/receipt and are limited to the amount of the lowest airfare coach ticket available, plus
 the cost of one checked bag, if so charged by the airline.
- Transportation to and from the airport (including parking) will be reimbursed at no more than the cost of an equivalent taxi ride.
- Meals and incidentals will be reimbursed at their actual cost and must be accompanied by
 receipt or supporting documentation, but the maximum allowable reimbursement is limited to
 the current U.S. General Services Administration per diem rate for the location at the time of
 travel. Please refer to the GSA website: www.gsa.gov/perdiem for per diem rates
 according to the geographic areas involved in travel.
- In the event of an emergency or other extraordinary circumstances, expenses that exceed the maximum allowable travel, meal, or lodging expenses may be considered for approval by the Board of Commissioners.

Section 3: Requirements

- With the exception of mileage, the park district will not honor requests over \$25.00 per incident unless a receipt is presented.
- Costs for conference and meeting registration, lodging, meals, and transportation must be budgeted for and approved by the department head or director for staff travel, and by Board roll call vote for any Board Commissioner travel in advance.

APPENDIX C

PARK, FACILITY, AND AMENITY NAMING POLICY

The following sets forth the Board's policy in naming and renaming its parks, facilities, and amenities:

For purposes of this policy the following definitions will be used:

Park: An area of land, usually in a largely natural state, for the enjoyment of the public, having enhancements for rest and recreation. Examples: Rylko Park, Green Lake Park, Cherbourg Park

Facility. A structure or building designed, built, installed, etc., to serve a specific function. Examples: Community Arts Center, Alcott Center, Emmerich Building, Willow Stream Pool

Amenity: A feature, component, or enhancement added to a park or facility that provides comfort, convenience, or pleasure. Examples: playgrounds, benches, program rooms, studios, concession stand, ball fields, picnic shelters, unique features

1. <u>Criteria for Naming Parks, Facilities, and Amenities</u>

The following criteria will be considered when naming or renaming parks, facilities or amenities of parks or facilities:

- a. Names of former park commissioners, city officials, staff, or individuals who have contributed substantial services in the expansion or growth of the community or who were closely associated with a significant community event.
- b. Donations to the district wherein the donor's name or that of a third party is used.
- c. Presidents of the United States or significant historical events.
- d. Major street names surrounding the park.
- e. Names of areas, such as the neighborhood or subdivision where the park or facility is located, provided the area is not named for an individual, company or organization.
- f. Park features, such as topography, natural features, the purpose of the park or activities to be held in the park.

II. Special Conditions

It is the intent of the Board of Park District Commissioners to name parks, facilities and amenities in a manner that will reflect the best interests of the public at all times. To this end, the process of naming a park, facility, or amenity will be carefully thought out to bring honor to individuals or organizations for whom the park or facility is named, while at

the same time be clearly identifiable for the community at large. We would also seek to name parks, facilities, and amenities in a manner that will stand the test of time and be meaningful for future generations of people residing in the Buffalo Grove Park District.

III. Naming of New Parks, Facilities and Amenities

The following special conditions shall prevail in the naming of a new park, facility, or amenity:

- a. The selected name for a new park, facility, or amenity will require a majority vote of the Board of Park District Commissioners.
- b. A new park, facility, or amenity shall not be named for a park commissioner, staff member, or city official unless the person has been retired from office, or is still employed or serving and has met at least 25 years of service. Careful consideration shall be given with regard to the naming of a park, facility, or amenity in honor or memory of a Commissioner or staff member and shall reflect the longevity of the service, as well as their contributions to the Park District, and distinction of their public service to the community.

IV. Renaming of Parks, Facilities, or Amenities

The following special conditions shall prevail in the renaming of a park facility, or amenity:

- a. No park, facility, or amenity with a "generic" name shall be renamed unless the Board of Park District Commissioners casts a majority vote of the Board of Park District Commissioners.
- b. If a park, facility, or amenity is named after a civic organization or person, and the Board of Park District Commissioners deems it necessary to rename said park, facility or amenity, then the Board of Park District Commissioners may rename said park, facility, or amenity upon a unanimous vote of the Board of Park District Commissioners.
- c. A park, facility, or amenity shall not be renamed for a park commissioner, staff member, or city official until he/she has retired from office.

A park, facility, or amenity may be renamed for a park board commissioner that is still in office if they have met at least 25 years of service.

Careful consideration shall be given with regard to the renaming of a park, facility, or amenity in honor or memory of a park board commissioner or staff member and shall reflect the longevity of the service, as well as their contributions to the Park District, and distinction of their public service to the community.

Special Note Applicable to Sections III and IV:

When naming or renaming a park, facility, or amenity for a commissioner, the Board of Park District Commissioners will follow the general rule that a park or facility would require at least 20 years of service. Naming or renaming an amenity would require at least 12 years of service.

When naming or renaming a park, facility, or amenity for a staff member, the Board of Park District Commissioners will follow the general rule that said staff member will have served at least 25 years at the Buffalo Grove Park District. Whether a park, facility, or amenity is renamed would be at the discretion of the Board of Park District Commissioners with recommendation from current staff.

In unique circumstances, the Board of Park District Commissioners reserves the right to not follow the general rules on years of service.

V. <u>Philanthropic Naming or Renaming of a Park, Facility, or Amenity</u>

Parks, facilities, or amenities may be named after individuals or groups who have made substantial philanthropic donations of park property or who have made substantial contribution toward the development of the park, facility, or amenity. The threshold for considering the naming of a park, facility, or amenity will include one or more of the following:

- a. Land for the majority of the park was deeded to the Park District.
- b. Contribution of a recommended 50% of the capital construction cost associated with developing the park, facility, or amenity. The Board of Park District Commissioners reserves the right to review all offers and make decisions to grant naming rights for donations of less than 50%.
- c. Contributions are designed to result in a significant and necessary direct benefit to the Park District. In some situations when an amenity such as a park bench is added to an already existing park, it is not viewed as a necessity. Therefore contribution will require 100% cost coverage, including labor and memorial plaque.
- d. Provision of a minimum 20-year endowment for the continued maintenance and/or programming of the park, facility, or amenity.

Naming rights terms shall be mutually agreed upon by the prospective donor and approved by a majority vote of the Board of Park District Commissioners, and shall not be longer than the useful life of the park, facility, or amenity.

The location of an added amenity will be discussed with the donor, but final decision is determined by the Executive Director of the Park District.

In the event of vandalism, theft, or weather damage, the Park District will not be responsible for replacement or repair of added amenities that fall under item (c) above. However, all attempts will be made to access funding through the Park District's insurance and other resources to restore the amenity and its signage to its original condition.

The Buffalo Grove Park District and the Friends of the Parks Foundation shall work cooperatively to establish policy and practices in compliance with 501 (c) (3) Federal requirements for not-for-profit tax-deductible donations and assures donors of the integrity of their donation.

The Board of Park District Commissioners reserves the right to recognize unique circumstances and take appropriate actions that may supersede the above stated policy, by a vote of the majority of Board of Park District Commissioners.

APPENDIX D

NON - DISCRIMINATION AND ANTI - HARASSMENT POLICY

Introduction

The Park District is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that prohibits discriminatory practices, including harassment. Therefore, the Park District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

It is the responsibility of each and every employee, intern, officer, official, park commissioner, agent, volunteer, and vendor of the Park District as well as anyone using the Park District's facilities, to refrain from sexual and other harassment. The Park District will not tolerate sexual or any other type of harassment of or by any of its employees, elected officials, and others. Actions, words, jokes, or comments based on an individual's gender, race, color, national origin, age, religion, disability, sexual orientation, civil union partnership, or any other legally protected characteristic will not be tolerated.

This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, sexual orientation, civil union partnership, race, color, national origin, age, religion, disability, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and policies of the Park District prohibit disparate treatment on the basis of gender, sexual orientation, civil union partnership, race, color, national origin, age, religion, disability, or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibition against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

Definitions of Harassment

- 1. Sexual harassment may occur whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or visual conduct of a sexual nature when:
 - Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
 - b. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee/intern; or
 - c. The harassment has the purpose or effect of interfering with the employee/intern's work performance creating an environment that is intimidating, hostile, or offensive to the employee/intern.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may

include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail and/or text messages); and other physical, verbal or visual conduct of a sexual nature.

2. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is unwelcome verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, age, national origin, disability or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail and/or text messages).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings and business-related social events.

Note	Any employee/intern engaging in practices or conduct constituting sexual harassment,
	discrimination, harassment, or retaliation (as discussed later in this policy) of any kind shall
	be subject to disciplinary action, up to and including discharge.

Retaliation Is Prohibited

The Park District prohibits retaliation against any individual who reports discrimination, harassment, or retaliation, who participates in an investigation of such reports, and/or who files a charge of discrimination, harassment, or retaliation. Retaliation against an individual for reporting harassment, discrimination, or retaliation, for participating in an investigation of a claim of harassment, discrimination, or retaliation, or for filing a charge of discrimination, harassment, or retaliation is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

In addition to the Park District's prohibition on retaliation, various state and federal laws prohibit retaliation for reports of discrimination, harassment, or retaliation. For instance, protections against retaliation exist under the Illinois Human Rights Act, and, depending on the circumstances, protections against retaliation may exist under the Illinois Whistleblower Act and/or the State Officials and Employee Ethics Act.

Reporting Procedure

The Park District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment or discrimination. Therefore, while no fixed reporting period has been established, the Park District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassing, discriminatory, or retaliatory conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued. However, nothing in this policy shall require individuals who believe they are being subjected to harassing, discriminatory, or retaliatory behavior to so advise the offender.

If you experience or witness harassment or discrimination of any kind, you should deal with the incident(s) as directly and firmly as possible by clearly communicating your position to the offending person, your immediate supervisor, your department head, Human Resources Manager, Director of Business Services & Human Resources, and/or the Executive Director. You should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, texts, tweets, social media postings, emails, and telephone messages can strengthen documentation. It is not necessary that the harassment be directed at you to make a complaint.

- Direct Communication with Offender: If there is harassing, discriminatory, or retaliatory behavior in the workplace, you should directly and clearly express your objection to the offending person(s) regardless of whether the behavior is directed at you. If you are the harassed employee, and if you feel comfortable doing so, you should clearly state that the conduct is unwelcome and the offending behavior must stop. However, you are not required to directly confront the person who is the source of your report, question, or complaint before notifying any of those individuals listed below. Further, you are not required to directly confront the person who is the source of your report, question, or complaint if you feel uncomfortable doing so. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.
- Report to Supervisory and Administrative Personnel: At the same time direct communication is undertaken, or in the event you feel threatened or intimidated by the offending person, you should promptly report the offending behavior to your immediate supervisor, Department Head, Human Resources Manager, Director of Business Services & Human Resources, or the Executive Director. If you feel uncomfortable doing so, or if your immediate supervisor is the source of the problem, condones the problem or ignores the problem, report directly to the Executive Director. If the Executive Director is the source of the problem, condones the problem, or ignores the problem, you should immediately report the incident or incidents in writing directly to the President of the Board of Park District Commissioners.

Report to Executive Director/President of the Board of Park District Commissioners: An employee/intern may also report incidents of harassment, discrimination, or retaliation directly to the Executive Director. If your complaint alleges harassment, discrimination, or

retaliation by the Executive Director, or if the Executive Director condones the problem or ignores the problem, you should immediately report the incident or incidents in writing directly to the President of the Board of Park Commissioners.

- If your complaint alleges harassment, discrimination, or retaliation by a Park Board Commissioner or if the Park Board Commissioner condones the problem or ignores the problem, you should immediately report the incident or incidents in writing directly to the Executive Director.
- When an allegation of discrimination, harassment, or retaliation is reported, an investigation will be conducted within a prompt period of time and appropriate remedial action will be taken when an allegation is determined to be substantiated. At no time will personnel involved in the alleged discrimination, harassment, or retaliation conduct the investigation. Nothing in this policy precludes a report of discrimination, harassment, or retaliation to the Illinois Department of Human Rights, which is the State agency responsible for enforcing the Illinois Human Rights Act, as described in the "Conclusion" section below. Further, the IDHR maintains a hotline for confidential reports of sexual harassment.

Harassment Allegations against Non-Employees/Third Parties

If you make a complaint alleging harassment, discrimination, or retaliation against an agent, vendor, supplier, contractor, volunteer or person using Park District programs or facilities, the Executive Director (or his designee) will promptly investigate the incident(s) and determine the appropriate remedial action, if any. The Park District will make reasonable efforts to protect you from further contact with such persons. Please recognize, however, that the Park District has limited control over the actions of non-employees.

Important	Employees/interns who have experienced conduct they believe is contrary to this
Notice To All	policy have an obligation to take advantage of this reporting procedure.
Employees	

Responsibility of Supervisors and Witnesses

Any supervisor or managerial employee who becomes aware of any possible sexual or other harassment, discrimination and/or retaliation of or by any employee/intern should immediately advise the Executive Director, and the Director (or his designee) will investigate the conduct promptly and take prompt remedial allegation if the allegations are substantiated.

All employees/interns are encouraged to report incidents of harassment, discrimination, and/or retaliation regardless of who the offender may be or whether or not you are the intended victim.

The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The Park District will make every reasonable effort to conduct an investigation in a responsible and confidential manner. However, it is impossible to guarantee absolute confidentiality, as the Park District must be able to fully investigate and take prompt remedial action when necessary. The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other knowledge relevant to the allegations. The Park District reserves the right and hereby provides notice that third parties may be used to investigate claims of harassment, discrimination, and/or retaliation. You must cooperate in any investigation of

workplace wrongdoing or risk disciplinary action, up to and including termination.

Responsive Action

After investigation, the Park District will determine whether a complaint of harassment, discrimination or retaliation has been substantiated or not based on a review of the facts and circumstances of each situation. Misconduct constituting a violation of this policy (such as engaging in harassment, discrimination, or retaliation), will be dealt with appropriately. Appropriate responsive action for a substantiated complaint may include, by way of example only: training, referral to counseling, and/or disciplinary action (such as referral to the Ethics Officer, suspension of Board activities and benefits and/or possible removal from Board position, as the Park District believes appropriate under the circumstances.

False and Frivolous Complaints

Given the possibility of serious consequences for an individual accused of sexual harassment, discrimination, or retaliation, complaints made in bad faith or otherwise false and frivolous charges are considered severe misconduct and may result in disciplinary action, up to and including dismissal.

While we hope to be able to resolve any complaints of discrimination, harassment, or retaliation within the Park District, we acknowledge your right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601, about filing a formal complaint. The IDHR also has a reporting hotline, which includes a method for the intake of anonymous phone calls regarding allegations of sexual harassment. If the IDHR determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, you may file a complaint directly with the HRC between the 365th and the 395th day.

From: Erika Strojinc < EStrojinc@bgparks.org>
Sent: Monday, June 26, 2023 12:53 PM
To: Beth Wanland < BWanland@bgparks.org>
Subject: FW: Dog Park + Police Jurisdiction

The shaded areas are out of the jurisdiction and covered by Lake County Sheriff's Office. If Buffalo Grove Police respond to a call, it is to assist Lake County. It is very unlikely County spends much if any time patrolling this area. They have to be more reactive considering the amount of area they cover.



Bobby Broussard #614 | Lieutenant

Buffalo Grove Police Department

46 Raupp Blvd. Buffalo Grove, IL 60089 C: 847.777.6251 | : rbroussard@vbg.org |

