

October 26, 2016

SUBJECT: Various Routes Project ACNHPP-000V(081) Section 2015-039L Cook & DuPage Counties Contract No. 62A98 Item No. 3, November 4, 2016 Letting Addendum A

# NOTICE TO PROSPECTIVE BIDDERS:

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

- 1. Replaced the Schedule of Prices
- 2. Revised page ii of the Table of Contents to the Special Provisions
- 3. Revised pages 2-5, 9 and 25-29 of the Special Provisions
- 4. Added pages 105-110 to the Special Provisions
- 5. Revised sheets 1, 2, 6-24, 35, 38-41, 43, 48 & 50 of the Plans
- 6. Added sheets 50A, 50B, 73A-73G & 78A to the Plans

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

Bidders using computer-generated bids are cautioned to reflect any and all Schedule of Prices changes, if involved, into their computer programs.

Very truly yours,

Maureen M. Addis, P.E. Acting Engineer of Design and Environment

Jert aluchagen P.E.

By: Ted B. Walschleger, P. E. Engineer of Project Management

cc: John Fortmann, Region 1, District 1; Tim Kell; Estimates

MTS/ck

State Job # -

County Name -VARIOUS- -Code -0 - -District -0 - -Section Number - 2015-039L

**Project Number** ACNHPP-000V/081/ \*REVISED: OCTOBER 20, 2016 Route

VARIOUS

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
*ADD JS81107	CON AS 2.5" PVC CT GS	FOOT	160.000				
*ADD JS81308	JUN BX SS AS 18X18X8	EACH	2.000				
*ADD JS81607	6 UD 4#2#4GXLPUSE 2 CNC	FOOT	500.000				
*ADD JS82100	LUM SV HOR MNT 400	EACH	2.000				
*ADD JS83000	GM LP ALUM 50H 15MA	EACH	2.000				
*ADD JS83600	1 LPF (RDWY) SH-7'/CONC	EACH	2.000				
*ADD JS84600	MAINTAIN LIGHT SYS	L SUM	1.000				
X140019	REM HM LUMNRS SALVAGE	EACH	41.000				
X140019	MAINT LTG SYS LOC 1	CAL MO	7.000				
X140019	2 MAINT LTG SYS LOC 2	CAL MO	6.000				
X140019	MAINT LTG SYS LOC 3	CAL MO	6.000				
X140019	4 MAINT LTG SYS LOC 4	CAL MO	6.000				
X140019	5 MAINT LTG SYS LOC 5	CAL MO	6.000				
X140019	6 MAINT LTG SYS LOC 6	CAL MO	6.000				
X140019	MAINT LTG SYS LOC 7	CAL MO	6.000				

Page 1 10/27/2016

C-91-366-15

County Name -VARIOUS- -Code -0 - -District -0 - -Section Number -2015-039L

**Project Number** ACNHPP-000V/081/ \*REVISED: OCTOBER 20, 2016

Route

VARIOUS

	em mber	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
*ADD	X2501800	SEEDING CL 4 MOD	ACRE	0.730				
*REV	X6370050	CONC BAR WALL SPL	FOOT	200.000				
*ADD	X6430120	REM IMP ATTEN NO SAL	EACH	1.000				
*ADD	X6640300	CH LK FENCE REMOV	FOOT	220.000				
	X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
	X7011015	TR C-PROT EXPRESSWAYS	L SUM	1.000				
	X8420502	REM LT TOWER NO SALV	EACH	11.000				
	X8420510	REM TOWER FDN	EACH	17.000				
*REV	Z0033020	LUM SFTY CABLE ASMBLY	EACH	9.000				
	Z0076600	TRAINEES	HOUR	1,000.000		0.800		800.000
	Z0076604	TRAINEES TPG	HOUR	1,000.000		15.000		15,000.000
*ADD	20101000	TEMPORARY FENCE	FOOT	2,890.000				
*ADD	20101200	TREE ROOT PRUNING	EACH	5.000				
*REV	20200100	EARTH EXCAVATION	CU YD	64.000				
*REV	21101615	TOPSOIL F & P 4	SQ YD	4,027.000				

Page 2 10/27/2016

C-91-366-15 State Job # -

State Job # - C-91-366-15

County Name -VARIOUS - -Code -0 - -District -0 - -Section Number -2015-039L

Project Number ACNHPP-000V/081/ \*REVISED: OCTOBER 20, 2016

Route

VARIOUS

lte Nun	em nber	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
*REV	25000210	SEEDING CL 2A	ACRE	0.110				
*REV	25000400	NITROGEN FERT NUTR	POUND	10.000				
*REV	25000500	PHOSPHORUS FERT NUTR	POUND	10.000				
*REV	25000600	POTASSIUM FERT NUTR	POUND	10.000				
*REV	25100630	EROSION CONTR BLANKET	SQ YD	4,027.000				
*ADD	28000250	TEMP EROS CONTR SEED	POUND	25.000				
*REV	28000400	PERIMETER EROS BAR	FOOT	1,688.000				
*REV	28000500	INLET & PIPE PROTECT	EACH	7.000				
*ADD	28001100	TEMP EROS CONTR BLANK	SQ YD	1,000.000				
*DEL	<del>31101200</del>	SUB GRAN MAT B 4	<del>SQ YD</del>	<del>62.000</del>				
*ADD	31101400	SUB GRAN MAT B 6	SQ YD	13.000				
*ADD	42000060	WELDED WIRE REINF	SQ YD	15.000				
*REV	42001300	PROTECTIVE COAT	SQ YD	360.000				
*DEL	<del>42400200</del>	PC CONC SIDEWALK 5	<del>SQ FT</del>	<del>558.000</del>				
*DEL	44000600	SIDEWALK REM	SQ FT	<del>558.000</del>				

Page 3 10/27/2016

County Name -VARIOUS- -Code -0 - -District -0 - -Section Number -2015-039L

**Project Number** ACNHPP-000V/081/ \*REVISED: OCTOBER 20, 2016

Route

VARIOUS

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
*REV 44001980	CONC BARRIER REMOV	FOOT	200.000				
*ADD 50100100	REM EXIST STRUCT	EACH	1.000				
*ADD 50200100	STRUCTURE EXCAVATION	CU YD	29.000				
*ADD 50300225	CONC STRUCT	CU YD	17.000				
*ADD 50300300	PROTECTIVE COAT	SQ YD	26.000				
*ADD 50800205	REINF BARS, EPOXY CTD	POUND	2,250.000				
*ADD 63000001	SPBGR TY A 6FT POSTS	FOOT	175.000				
*ADD 63100045	TRAF BAR TERM T2	EACH	2.000				
*ADD 63100169	TR BAR TRM T1 SPL FLR	EACH	2.000				
*ADD 66400105	CH LK FENCE 4	FOOT	30.000				
66900200	NON SPL WASTE DISPOSL	CU YD	127.000				
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000				
66900530	SOIL DISPOSAL ANALY	EACH	10.000				
67000400	ENGR FIELD OFFICE A	CAL MO	7.000				
67100100	MOBILIZATION	L SUM	1.000				

Page 4 10/27/2016

C-91-366-15 State Job # -

County Name -VARIOUS- -Code -0 - -District -0 - -Section Number - 2015-039L

**Project Number** ACNHPP-000V/081/ \*REVISED: OCTOBER 20, 2016

Route

VARIOUS

	em nber	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
*REV	70400100	TEMP CONC BARRIER	FOOT	320.000				
	70600260	IMP ATTN TEMP FRN TL3	EACH	1.000				
*REV	78200011	BARR WALL REF TYPE C	EACH	32.000				
*REV	81028240	UNDRGRD C GALVS 4	FOOT	1,892.000				
	81400200	HD HANDHOLE	EACH	1.000				
*REV	81603081	UD 3#2#4GXLPUSE 1.5 P	FOOT	15,520.000				
	81603090	UD 3#4#6GXLPUSE 1 1/4	FOOT	400.000				
	81702140	EC C XLP USE 1C 4	FOOT	470.000				
	81702150	EC C XLP USE 1C 2	FOOT	1,410.000				
*REV	82102400	LUM SV HOR MT 400W	EACH	9.000				
	82105600	LUM SV HM HOR MT 400W	EACH	15.000				
*REV	82105700	LUM SV HM HOR MT 750W	EACH	32.000				
	82105800	LUM SV HM HM 1000W	EACH	3.000				
*REV	83050810	LT P A 47.5MH 15MA	EACH	9.000				
*REV	83502500	LT TOWER 100MH LM 8	EACH	8.000				

Page 5 10/27/2016

C-91-366-15 State Job # -

State Job # -

County Name -VARIOUS- -Code -0 - -District -0 - -Section Number -2015-039L

**Project Number** ACNHPP-000V/081/ \*REVISED: OCTOBER 20, 2016 Route

VARIOUS

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
83503500	LT TOWER 110MH LM 8	EACH	4.000				
83505500	LT TOWER 130MH LM 8	EACH	1.000				
*REV 83600365	LP F M 15BC 10" X 8'	EACH	9.000				
*REV 83700300	LT TOWER FDN 48D	FOOT	197.500				
83700350	LT TOWER FDN 54D	FOOT	18.000				
*REV 83800205	BKWY DEV TR B 15BC	EACH	9.000				
84100110	REM TEMP LIGHT UNIT	EACH	21.000			<u> </u>	

Page 6 10/27/2016

C-91-366-15

CONTRACT NUMBER

THIS IS THE TOTAL BID

\$

NOTES:

- 1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
- 2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.
- 3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.

62A98

4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.

PROGRESS PAYMENTS (BDE)	97
TEMPORARY CONCRETE BARRIER (BDE)	98
TRAINING SPECIAL PROVISIONS (BDE)	99
IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL	PROVISION
(TPG)	102
WEEKLY DBE TRUCKING REPORTS (BDE)	104
INDEMNIFICATION AND INSURANCE ADDITIONAL PARTIES	105
PROTECTION OF EXISTING TREES	106
REMOVE IMPACT ATTENUATOR, NO SALVAGE	109
SEEDING, CLASS 4 (MODIFIED) - NATIVE GRASS	110

Revised 10-26-16

# COMPLETION DATE PLUS WORKING DAYS

Effective: September 30, 1985

Revised: January 1, 2007

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, <u>October 31, 2017</u> except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within <u>10</u> working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

# STATUS OF UTILITIES (D-1)

Effective: June 1, 2016

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information in regard to their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

### UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances resolution will be a function of the construction staging. The responsible agency must relocate or complete new installations as noted in the action column; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

# Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION

Stage 1

STAGE / LOCATION	ТҮРЕ	DESCRIPTION	RESPONSIBLE AGENCY	ACTION

Stage 2

STAGE / LOCATION	ТҮРЕ	DESCRIPTION	RESPONSIBLE AGENCY	ACTION

No conflicts to be resolved (or if there are conflicts they are to be listed as noted above)

Pre-Stage: \_\_\_\_Days Total Installation Stage 1: \_\_Days Total Installation Stage 2: \_\_Days Total Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address

# UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owners part can be secured.

Pre-Stage/Stage 1/Stage 2

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
I-55/S County Line Road Sta. 410+00 to Sta. 412+00	Aerial	Electric Power Cable	ComEd	
Frontage Road 9	Underground	Electric Duct	ComEd	
Bridewell Drive / Frontage Road (East Side)	Aerial & Underground	Electric Power Cable & Duct	ComEd	
County Line Road (East Side)	Underground	Electric Duct	ComEd	
County Line Road (East Side)	Underground	Electric Duct	ComEd	
County Line Road (East Side)	Aerial & Underground	Electric Power Cable & Duct	ComEd	
St Charles Road	Aerial	Electric Power Cable	ComEd	
I-290 Sta. 887+50	Underground	Electric Duct	ComEd	
Birdewell Drive / Ramp <sub>P</sub>	Underground	Comcast Cable	Comcast	
Frontage Road 9	Underground	Comcast Cable	Comcast	

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be taken into account in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided in the action column for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation dates must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies. The Department's contractor is responsible for contacting J.U.L.I.E. prior to any and all excavation work.

# **REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES**

This work shall be according to Article 669 of the Standard Specifications and the following:

<u>Qualifications</u>. The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is pre-qualified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

<u>General.</u> This Special Provision will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either "uncontaminated soil" or non-special waste. <u>This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances.</u> The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. **Phase I Preliminary Engineering information is available through the District's Environmental Studies Unit.** Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less.

# TRAFFIC CONTROL AND PROTECTION, SPECIAL

<u>Description</u>. This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

<u>Method of Measurement</u>. All traffic control (except Traffic Control and Protection (Expressways) will be measured for payment on a lump sum basis for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions.

Traffic control and protection required under Standards 701001, 701006, 701106, 701201, 701501, 701601, 701801, and District 1 detail TC-10 will be included with this item.

<u>Basis of Payment</u>. This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, SPECIAL. This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, replace, relocate, and remove all traffic control devices required in the plans and specifications.

# TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)

Effective: March 8, 1996

Revised: January 21, 2015

Description. This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

General. The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions on the expressway through the construction zone. The Contractor shall arrange his operations to keep the closing of lanes and/or ramps to a minimum.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and overhead guide signs during all construction operations. Warning signs and existing guide signs with down arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover, or turn from the motorist's view all signs which are inconsistent with lane assignment patterns.

# MAINTENANCE OF LIGHTING SYSTEMS

Effective: July 06, 2016

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. The request for the maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

### Maintenance of Existing Lighting Systems

**Existing lighting systems**. Existing lighting systems shall be defined as any lighting system or part of a lighting system in service at the time of contract Letting. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

### Extent of Maintenance.

**Partial Maintenance.** Unless otherwise 'indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

**Full Maintenance.** If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits.

### Maintenance of Proposed Lighting Systems

**Proposed Lighting Systems**. Proposed lighting systems shall be defined as any lighting system or part of a lighting system, temporary or permanent, which is to be constructed under this contract.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, vandalism, or other means. The potential cost of replacing or repairing any malfunctioning, damaged, or vandalized equipment shall be included in the bid price of this item and will not be paid for separately.

#### Lighting System Maintenance Operations

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, State of Illinois, Department of Transportation, Division of Highways, District One. These responsibilities shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service. The equipment shall then be re-set by the contractor within the time limits specified herein.

If the equipment damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVICE RESPON SE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	na	7 Calendar days
Radio problem	1 hour	4 hours	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out – Needs to reset breaker	1 hour	4 hours	na
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	na
Outage of 75% of lights on one tower	1 hour	4 hours	na
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	na
Outage (single or multiple) found on night outage survey or reported to EMC	na	na	7 Calendar days
Navigation light outage	na	na	24 hours

- Service Response Time -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- Service Restoration Time amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)

• **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from any monies owed to the Contractor. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

# Operation of Lighting

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods.

### **Method of Measurement**

The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request. Months in which the lighting systems are not maintained and not operational will not be paid for. Payment shall not be made retroactively for months in which lighting systems were not operational.

The maintenance of lighting system shall be measured per each lighting system location as indicated in the table below.

Revised 10-26-16

LIGHTING SYSTEM LOCATION NUMBER	Lighting Controller "L" Number	Lighting Controller Designation	County	Main Route	Cross St
1	L0195	т	Cook	I-55	County Line Rd.
					S of IL 72 (Higgins Rd) to N. of
2	L1510	N	Cook	I-290/IL 53	Biesterfield Rd.
3	L1405	W	DuPage	I-290	St. Charles Rd
4	L1410	Х	DuPage	I-290	IL 64 (North Ave)
5	L0110	С	Cook	I-55	Wentworth Ave.
6	L0180	0	Cook	I-55	85th Ave. (8500W) (South of IL171)
7	L0203	А	DuPage	I-55	West of County Line Rd.

**Basis of Payment.** Maintenance of lighting systems shall be paid for at the contract unit price per calendar month for **MAINTENANCE OF LIGHTING SYSTEM**, **LOCATION** for each lighting system location number identified above, which shall include all work as described herein.

Revised 10-26-16

# INDEMNIFICATION AND INSURANCE ADDITIONAL PARTIES

Effective: 09/13/2016

107.26 INDEMNIFICATION

Add the following paragraph at the end of Article 107.26: The entities to be indemnified and hold harmless are;

• Illinois State Toll Highway Authority (ISTHA)

The Contractor shall indemnify and hold harmless the entities listed above, and all its officers, agents and employees, in accordance with the indemnification requirements of Article 107.26.

107.27 INSURANCE

Add the following paragraph at the end of Article 107.27:

The entities to be included as additional insureds are;

• Illinois State Toll Highway Authority (ISTHA)

The Contractor shall name the entities listed above as additional insureds in accordance with Article 107.27.

# PROTECTION OF EXISTING TREES

The Contractor shall be responsible for taking measures to minimize damage to the tree limbs, tree trunks, and tree roots at each work site. All such measures shall be included in the contract price for other work except that payment will be made for TEMPORARY FENCE, TREE ROOT PRUNING, and TREE PRUNING.

All work, materials and equipment shall conform to Section 201 and 1081 of the Standard Specifications except as modified herein.

- A. Earth Saw Cut of Tree Roots (Root Pruning):
  - 1. Whenever proposed excavation falls within a drip-line of a tree, the Contractor shall:
    - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the Engineer through all affected tree roots.
    - b. Root prune to a maximum width of 4-inches using a "Vermeer" wheel, or other similar machine. Trenching machines will not be permitted.
    - c. Exercise care not to cut any existing utilities.
    - d. If during construction it becomes necessary to expose tree roots which have not been precut, the Engineer shall be notified and the Contractor shall provide a clean, vertical cut at the proper root location, nearer the tree trunk, as necessary, by means of hand-digging and trimming with chain saw or hand saw. Ripping, shredding, shearing, chopping or tearing will not be permitted.
    - e. Top Pruning: When thirty percent (30%) or more of the root zone is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.
  - 2. Whenever curb and gutter is removed for replacement, or excavation for removal of or construction of a structure is within the drip line/root zone of a tree, the Contractor shall:
    - a. Root prune 6-inches behind the curbing so as to neatly cut the tree roots.
    - b. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw cut at no additional cost.

- c. Locations where earth saw cutting of tree roots is required will be marked in the field by the Engineer.
- 3. All root pruning work is to be performed through the services of a licensed arborist to be approved by the Engineer.

Root pruning will be paid for at the contract unit price each for TREE ROOT PRUNING, which price shall be payment for all labor, materials and equipment.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall included labor, materials, and equipment.

- B. Temporary Fence:
  - 1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored or vehicles driven or parked within the "tree protection zone".
  - 2. The exact location and establishment of the "tree protection zone" fence shall be approved by the Engineer prior to setting the fence.
  - 3. The fence shall be erected on three sides of the tree at the drip-line of the tree or as determined by the Engineer.
  - 4. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not regarded should be avoided so that unnecessary damage is not done to the existing turf, tree root system ground cover.
  - 5. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

The fence shall be similar to wood lath snow fence (48 inches high), plastic poly-type or and other type of highly visible barrier approved by the Engineer. This fence shall be properly maintained and shall remain up until final restoration, unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts. **Utilizing re-bar as a fence post will not be permitted.** 

Temporary fence will be paid for at the contract unit price per foot for TEMPORARY FENCE, which price shall include furnishing, installing, maintaining, and removing.

- C. Tree Limb Pruning:
  - 1. The Contractor shall inspect the work site in advance and arrange with the Roadside Development Unit (847.705.4171) to have any tree limbs pruned that might be damaged by equipment operations at least one week prior to the start of construction. Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.
  - 2. Top Pruning: When thirty percent (30%) or more of the root zone of a tree is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall included labor, materials, and equipment.

- D. Removal of Driveway Pavement and Sidewalk:
  - 1. In order to minimize the potential damage to the tree root system(s), the Contractor will not be allowed to operate any construction equipment or machinery within the "tree protection zone" located between the curb or edge of pavement and the right-of-way property line.
  - 2. Sidewalk to be removed in the areas adjacent to the "tree protection zones" shall be removed with equipment operated from the street pavement. Removal equipment shall be Gradall (or similar method), or by hand or a combination of these methods. The method of removal shall be approved by the Engineer prior to commencing any work.
  - 3. Any pavement or pavement related work that is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway area under any circumstances.
- E. Backfilling:
  - 1. Prior to placing the topsoil and/or sod, in areas outside the protection zone, the existing ground shall be disked to a depth no greater than one (1"), unless otherwise directed by the Engineer. No grading will be allowed within the drip-line of any tree unless directed by the Engineer.

- F. Damages:
  - 1. In the event that a tree not scheduled for removal is injured such that potential irreparable damage may ensure, as determined by the Roadside Development Unit, the Contractor shall be required to remove the damage tree and replace it on a three to one (3:1) basis, at his own expense. The Roadside Development Unit will select replacement trees from the pay items already established in the contract.
  - 2. The Contractor shall place extreme importance upon the protection and care of trees and shrubs which are to remain during all times of this improvement. It is of paramount importance that the trees and shrubs which are to remain are adequately protected by the Contractor and made safe from harm and potential damage from the operations and construction of this improvement. If the Contractor is found to be in violation of storage or operations within the "tree protection zone" or construction activities not approved by the Engineer, a penalty shall be levied against the Contractor with the monies being deducted from the contract. The amount of the penalty shall be two hundred fifty dollars (\$250.00) per occurrence per day.

# **REMOVE IMPACT ATTENUATOR, NO SALVAGE**

This work shall be in accordance with the applicable portions of the Standard Specifications and Supplemental Specifications, as shown in the plans and as modified herein.

This work shall include the complete removal of the existing impact attenuator and the base.

All labor and materials required to complete this work, including, but not limited to, removal of the existing attenuator and base shall be included for payment under this item.

This work shall be paid for at the contract unit price per EACH for REMOVE IMPACT ATTENUATOR, NO SALVAGE.

# SEEDING, CLASS 4 (MODIFIED) - NATIVE GRASS

This work shall consist of Seeding Class 4 (Modified) in areas as shown in the plans or a directed by the Engineer.

All work, materials, and equipment shall conform to Sections 250 and 1081 of the Standard Specifications except as modified herein.

The Class 4 (Modified) seed mixture seed mixture shall be supplied in separate bags of the two mixture components: Temporary Cover and Permanent Grasses. All native species will be local genotype and verified that original seed collection source will be from a radius of 150 miles from project site. Fertilizer is not required.

Article 250.07 Seeding Mixtures – Delete sentence 4. Delete the following from Table 1 – Seeding Mixtures:

Perennial Ryegrass

Article 250.09 – Add Seeding, Class 4 (Modified)

Article 250.10 – Add Seeding, Class 4 (Modified)