



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 8, 2009

SUBJECT: FAP Route 870
Project F-0870 (010)
Section 533X-B-R-1
DuPage County
Contract No. 60B95
Item No. 124, January 19, 2009 Letting
Addendum A

NOTICE TO PROSPECTIVE BIDDERS:

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

1. Revised page 2 of the Schedule of Prices.
2. Revised page iii of the Table of Contents to the Special Provisions.
3. Revised pages 2 & 3 of the Special Provisions.
4. Added pages 126 - 135 to the Special Provisions.

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,

Eric E. Harm
Interim Bureau Chief
Bureau of Design and Environment

A handwritten signature in cursive script, reading "Ted B. Walschleger P.E." with a small "P.E." to the right.

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

cc: Diane O'Keefe, Region 1, District 1; Mike Renner; R. E. Anderson;
Estimates

TBW:MS:jc

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 60B95

State Job # - C-91-049-07
 PPS NBR - 1-71093-0300
 County Name - DUPAGE- -
 Code - 43 - -
 District - 1 - -
 Section Number - 533X-B-R-1

Project Number
 F-0870/010/

Route
 FAP 870

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XX006937	GROUND ROD 5/8 X 10	EACH	4.000				
* DELETED							
X0323574	MAINTAIN LIGHTING SYS	CAL MO	6.000				
X0323973	SED CONT SILT FENCE	FOOT	5,298.000				
X0323974	SED CONT SILT FN MAIN	FOOT	5,298.000				
X0323988	TEMP SOIL RETEN SYSTM	SQ FT	1,877.000				
X0324767	RUBBLIZING PAVEMENT	SQ YD	1,954.000				
X0325553	TEMP WP 60 CL 4 20 MA	EACH	6.000				
X0325775	WET RF TEM TAPE T3 4	FOOT	13,430.000				
X0325841	WET RF TEM TAPE T3 24	FOOT	22.000				
X0325878	TRAF SIG WP 60FT CL 4	EACH	3.000				
X0325948	TEMP LT SYS REM N-SAL	L SUM	1.000				
X0325949	ELECT SERV DSCNT L/TS	EACH	1.000				
X0326238	SEED WETLAND EDGE MIX	ACRE	1.500				
X0326239	SEEDING SEDGE MDW MIX	ACRE	0.500				
* REVISED : JANUARY 7, 2009							

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MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

STATUS OF UTILITIES TO BE ADJUSTED

Name of Utility	Type	Location	Estimated Dates for Start and Completion of Relocation or Adjustment
NiCor	Above Ground Structures – Potential conflict, grading	Sta. 917+10	Remain in place, contractor to use caution
NiCor	8" to 10" Gas main	South side of IL 53 - West Project Limits to Sta. 917+10	Main to remain in place. Contractor responsible for pipe protection during construction
NiCor	36" Gas main	Crossing IL 53 Sta. 917+10	Main to remain in place. Contractor responsible for pipe protection during construction
ComEd	Overhead Lines and Fiber Optic – Potential Conflict, vertical clearance	Crossing IL 53- Sta 917+10	To be adjusted/relocated prior to construction
ComEd	Primary Transmission Lines,	Crossing IL 53 East of E. Branch DuPage River Bridge to I-355	To remain in place. Potential conflict with temporary lighting and signals.
ComEd	Underground Electric	Sta. 917+10 crossing IL 53 and N Side of IL 53 Sta. 917+10 to east limits	Electrical lines to remain in place. Contractor responsible for protection during construction
ComEd	Aerial Electric	South side of IL 53, west limits to Sta. 917+10	Electrical lines to remain in place. Contractor responsible for protection during construction

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ComEd	Overhead Lines (service drop) - Potential Conflict, vertical clearance	Sta. 914+30 Crossing IL 53	To be adjusted prior to construction
ComEd	Buried Fiber Optic – Potential Conflict, bridge construction	From Sta. 915+89 RT to 916+89 RT	Remain in place, contractor to use caution
Level 3	Buried Fiber Optic	From Sta 917+10 RT to east project limits RT	To be adjusted prior to construction if needed
Village of Glen Ellyn	Sanitary Sewer	Sta. 914+38 - Crossing IL 53	Sewer to remain in place. Contractor responsible for pipe protection during construction and structure adjustment.
Village of Glen Ellyn	48" storm sewer – Potential conflict with grading at bridge	North side of Project - West Limits to DuPage River	Storm Sewer to remain in place. Contractor responsible for pipe protection during construction
Village of Glen Ellyn	12" Watermain	South Side of Roadway, entire project limits.	Watermain to remain in place. Contractor responsible for pipe protection during construction
	Buried Fiber Optic Cable	Vicinity of Compensatory Storage Site #2	Contractor to exercise caution.

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Article 105.07 and 107.31 of the Standard Specifications shall apply.

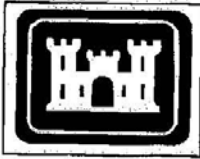
WORK WITHIN COM ED RIGHT OF WAY

This project involves any work within a temporary and/or permanent easement on Com Ed right of way. The following conditions shall apply to this contact:

1. Any operations in or around the Premises shall at all times be performed to the satisfaction of Edison so as to not interfere with the operation, maintenance, and access to Edison's electric lines and facilities located in Edison's property;
2. Edison's Engineering Office in Oakbrook Terrace, Illinois, Telephone Number (630) 437-2824, or any other substitute office which Edison provides written notice to IDOT, must be notified 72 hours prior to commencement of any work around Edison's facilities – unless such work constitutes an emergency to the health or safety of the public generally

Revised 01/08/2009

404 PERMIT



REGIONAL PERMIT PROGRAM
AUTHORIZATION

PERMITTEE: IDOT
APPLICATION: LRC-2008-388
ISSUING OFFICE: U.S. Army Corps of Engineers, Chicago District
DATE: DEC 19 2008

You are hereby authorized to perform work in accordance with the terms and conditions specified below. **This verification expires three (3) years from the date indicated above.**

Note: The term "you" and its derivatives, as used in this authorization, means the permittee or any future transferee. The term "this office" refers to the U.S. Army Corps of Engineers, Chicago District.

PROJECT DESCRIPTION: Proposal to Discharge Materials into 0.436 Acres of Wetland and Waters of the U.S. to Replace Existing Bridge over East Branch of the DuPage River at IL Route 53, Demolish Existing Structure, Structure Excavation, Construction of a New Bridge and Approach Slabs, Construction of Two Compensatory Storage Basins and Two Maintenance Access Roads, and Potential Bicycle Path Access to a Future Pedestrian Trail Along the River. The approved plans are titled, "Proposed Highway Plans F.A.P. Route 870 (Illinois 53) Over East Branch DuPage River, Roadway Reconstruction & Bridge Replacement", Prefinal Submittal dated May 9, 2008.

PROJECT LOCATION: Located in Glen Ellyn, DuPage County, Illinois, (SE Quarter of Sections 12 and 13, Township 39 North, Range 10 East)

GENERAL CONDITIONS: The above described work is authorized under the terms, conditions and requirements of Regional Permits 3 and 7 and shall follow the **General Conditions** outlined in the Regional Permit Program dated April 1, 2007.

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SPECIAL CONDITIONS: To ensure that the activity has minimal individual and cumulative impacts, the following special conditions are required:

1. This authorization is based on the materials submitted as part of application number LRC-2008-388. Failure to comply with the terms and conditions of this authorization may result in suspension and revocation of your authorization.
2. The time limit for completing the authorized work ends three years from date of issuance. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office at least two months before the above date is reached.
3. You shall undertake and complete the project as described in the plans titled, "Proposed Highway Plans F.A.P. Route 870 (Illinois 53) Over East Branch DuPage River, Roadway Reconstruction & Bridge Replacement", Prefinal Submittal dated May 9, 2008 and, including all relevant documentation to the project plans as proposed.
4. You shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project.
5. Throughout the duration of the project you shall comply with the project's soil erosion and sediment control (SESC) plans and the installation and maintenance requirements of the SESC practices on-site. You shall notify this office any changes or modifications to the approved plan set. Please be aware that field conditions during project construction may require the implementation of additional SESC measures for further protection of aquatic resources. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable. **Please be aware that work authorized herein may not commence until you receive written notification from this office that your plans meets technical standards.**

The following SESC Special Conditions are a requirement of the ISI process:

- a. You shall retain a qualified SESC inspector to perform periodic inspections of the implemented SESC measures to ensure proper installation and regular maintenance of the approved methods. The contact information for the Independent SESC Inspector (ISI) shall be submitted to this office via e-mail

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and/or hard copy prior to the Corps counter-signature on the permit and prior to commencement of the permitted work:

- b. Provide prior notification to a representative of this office and to the designated Independent SESC Inspector of the pre-construction meeting at least 10 calendar days in advance. The meeting shall be held to review the Corps approved SESC plans and if applicable, to discuss any necessary changes as required;
- c. The SESC inspector shall submit digital photographs of the SESC measures to the Corps on a weekly basis during the active and non-active phases of construction that represent the existing conditions of the site. Photographs shall be submitted at the completion of the project once the SESC measures have been removed and the area has been restored to pre-construction conditions; and
- d. You shall contact this office immediately in the event of non-compliance and/or failure and inadequacy of an existing SESC method. Upon direction of the Corps, corrective measure shall be instituted at the site to correct the problem along with additional SESC measures which may be needed to ensure further protection of the resource and/or to restore the impacted jurisdictional area(s).
6. Prior to commencement of work, you shall submit constructions plans and a narrative of the contractor's preferred method of cofferdam. Work in the waterway shall not commence until this office notifies you, in writing, that the plans have been approved.
7. You shall purchase 0.654 acres of credit from a Corps approved Wetland Mitigation Bank. Work authorized herein may not commence until you provide evidence from the bank ensuring that the credits have been purchased.
8. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization. A copy of this authorization must be present at the project site during all phases of construction.
9. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.

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10. You shall ensure that any wetland areas created or preserved as mitigation for work authorized by this permit shall not be made subject to any future construction and/or fill activities, except for the purposes of enhancing or restoring the mitigation area associated with this permit. All plans are to be approved by this office prior to commencement of any work.

11. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

OTHER INFORMATION:

1. This office has authority to determine if an activity complies with the terms and conditions of the Regional Permit Program (RPP).

2. Limits of RPP authorization:

a. This authorization does not obviate the need to obtain other federal, state, or local authorizations required by law.

b. This authorization does not grant any property rights or exclusive privileges.

c. This authorization does not authorize any injury to the property or rights of others.

d. This authorization does not permit interference with any existing or proposed Federal project.

3. Limits of Federal Liability. The Federal Government does not assume any liability for the following:

a. Damages to the authorized project or uses thereof as a result of other authorized activities or from natural causes.

b. Damages to the authorized project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by this authorized activity.

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d. Design or construction deficiencies associated with the authorized work.

e. Damage claims associated with any future modifications, suspension, or revocation of this authorization.

4. Reliance on Applicant's Data. The determination by the issuing office that this activity complies with the terms and conditions of the RPP was made in the reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this authorization at any time the circumstances warrant. In addition, this office may reevaluate the determination that the project qualifies under a RPP. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this authorization.

b. The information provided by you in support of your application proves to have been false, incomplete or inaccurate (see 4 above).

c. Significant new information surfaces which was not considered in reaching the original interest decision.

Such a reevaluation may result in a determination that it is appropriate to suspend, modify or revoke your authorization.

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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this authorization.

Diane M. O'Keefe AK 12-18-08
PERMITTEE DATE
Diane O'Keefe
Deputy Director of Highways, Region One Engineer
Illinois Department of Transportation
201 West Center Court
Schaumburg, IL 60196

LRC-2008-388

Corps Authorization Number _____

This authorization becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below

Vincent V. Quarles 12/19/08
For and on behalf of DATE
Vincent V. Quarles
Colonel, U.S. Army
District Commander

When the structures or work authorized by this authorization are still in existence at the time the property is transferred, the terms and conditions of this authorization will continue to be binding on the new owner(s) of the property. To validate the transfer of this authorization and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

TRANSFEEEE _____ DATE _____

ADDRESS _____

TELEPHONE _____

Added 01/08/2009

**ILLINOIS STATE TOLL HIGHWAY AUTHORITY (ISTHA) - GENERAL
GUIDELINES, NOTES AND CONDITIONS**

Since this project involves work adjacent to/under the Illinois Tollway, the contractor shall abide and comply with the conditions, guidelines and requirements below as specified in the terms & conditions of the ***Tollway Construction Permit***.

1. The contractor must apply for and receive a Formal Construction Permit from the Illinois Tollway to perform work under, upon or over the Illinois Tollway and to submit to the Tollway a ***Certificate of Insurance*** showing the coverage limits required below. The permit shall specify the nature of the work being performed, contact information about the contractor, and description and duration of the work affecting the Tollway property. The name of the project owner and Engineer and contact information must also be provided. A notice to proceed from the Tollway will be required to start work under the Tollway Construction Permit.
2. The contractor will be required to secure a Permit Bond in an amount to be specified by the Tollway. The contractor shall perform all work on Tollway property in accordance with ***The Requirements for Work performed within Toll Highway Right of Way***.
3. The contractor shall fill out and submit to the Tollway prior to the start of work the ***Request To Locate Tollway Facilities A-36***.
4. The contractor shall request a final inspection by the Illinois Tollway for the tollway related work and shall provide as-built drawings after completion of the work in order to release the Permit Bond.
5. No equipment or materials storage shall be allowed on Illinois Tollway property. The contractor shall be responsible for locating any Illinois Tollway utilities within the Tollway property.
6. Any Illinois Tollway materials such as but not limited to fencing, survey monuments, GPS stations or other hardware / facilities removed or damaged as a result of the contractor's operations must be replaced in kind in accordance with the Illinois Tollway Standard Specifications and Drawings and at the contractor's expense.
7. The contractor shall provide the following insurance coverage limits stipulated herein:

Added 01/08/2009

CONTRACTOR'S INSURANCE REQUIREMENTS

In order to comply with the statutes of the Illinois Tollway, the Contractor shall furnish insurance coverage of the kind and in amounts stated hereinafter:

- a. **Worker's Compensation and Occupational Insurance** for all prime and subcontractors employees, as required by law
- b. **Employers' Liability Insurance** for all prime and subcontractors employees:
Each employee\$ 500,000.00
- c. **Comprehensive General Liability Insurance**
Bodily Injury and Property Damage:
Per Occurrence \$ 1,000,000.00
Annual Aggregate \$ 2,000,000.00
- d. **Comprehensive Automobile Liability Insurance**
Bodily Injury and Property Damage:
Combined Single Limit \$1,000,000.00

The Illinois Tollway and Consoer Townsend Envirodyne Engineers must be included as an additional named insured on the policy.

The Permit Number is to be noted on the policy in the Description of Operation/Locations/Vehicles/Special Items area of the policy.

The policy is to be sent to the following address:

Mr. Dana Havranek
Utility/Permit Engineer
The Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL. 60515

04/09/07 rev

8. The cost to comply with the permit conditions, requirements and terms of the Illinois Tollway as stipulated above shall not be paid for separately but shall be included in the cost of the various pay items of the project.

Added 01/08/2009

INDEMNIFICATION

Add the following paragraph at the end of Article 107.26:

The contractor shall also indemnify and hold harmless the Forest Preserve District of DuPage County and all of its officers, employees, agents and elected officials from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, claim, lawsuit, action, costs, and fees (including reasonable expert witness and attorney fees and expenses) of every nature, or description arising from, growing out of, or connected with the work or execution of this contract due to activities of the contractor or its subcontractors, suppliers, agents or employees or that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent or intentional acts or omissions of the contractors or their subcontractors in performing work on the Easement Premises. Further, the Forest Preserve District of DuPage County shall be a third party beneficiary of the indemnification provisions provided for in this paragraph. No indemnifications or hold harmless covenants are made or implied herein by the State of Illinois or the Illinois Department of Transportation.

All costs related to this requirement shall not be paid for separately but shall be included in the cost of the pay items of this contract.

INSURANCE

Add the following paragraph at the end of Article 107.27:

The contractor shall name the Illinois Department of Transportation and Forest Preserve District of DuPage County, its officers, employees and agents as additional insured in the contractor's comprehensive general liability and all risk property insurance policies and shall also name the Forest Preserve District of DuPage County as a third party beneficiary of the insurance required from the contractor for the execution of this contract.

The contractor shall obtain umbrella excess liability insurance for a minimum limit of \$500,000 each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess of the limits stated in subparagraph (b) and (c) of Article 107.27- Insurance, and shall either include an endorsement naming the Forest Preserve District of DuPage County as additional insured or provide "following form" coverage for the primary insurance.

Added 01/08/2009

The contractor shall mail a copy of the executed Certificate of Insurance by certified mail to the Executive Director of the DuPage County Forest Preserve District at 3 South 850 Naperville Road, Wheaton, IL 60189 and the Engineer prior to the start of construction of this project.

The contractor shall be required to promptly pay all costs and expenses related to the proposed construction and or maintenance activities within the temporary and /or the permanent easements of the Forest Preserve District of DuPage County and the contractor shall not allow any liens to be placed on the property as a result of the work or shall furnish the Forest Preserve District of DuPage County with a bond within thirty (30) days of filing of any such lien, in form reasonably satisfactory to the Forest Preserve District of DuPage County and the Illinois Department of Transportation guaranteeing the release of such lien.

All costs related to comply with these requirements and stipulations noted above shall not be paid for separately but shall be considered included in the cost of the pay items of this contract.

Added 01/08/2009