July 27, 2017

SUBJECT: Lincolnwood Valley (Line Trail)

Section 12-00059-00-BR (Lincolnwood)

Cook County

Contract No. 61D97

Item 15

August 4, 2017 Letting

Addendum (A)

NOTICE TO PROSPECTIVE BIDDERS:

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

- 1. Revised page 2 of the Special Provisions Table of Contents.
- 2. Revised pages 29, 36, 37 & 38 of the Special Provisions.
- 3. Added pages 119a 119l 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.

Very truly yours,

Maureen M. Addis, P.E.

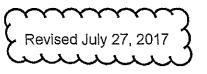
Bureau Chief of Design and Environment

By: Ted B. Walschleger, P.E.

Tet Deluklye A.E.

Engineer of Project Management

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Touhy Avenue Bridge Village of Lincolnwood Cook County

Section No.: 12-00059-00-BR Contract No. 61D97

Add the follow paragraph to Section 202.

Requirements. The Contractor shall coordinate with Commonwealth Edison's Environmental Contractor of Choice to make sure that all excavated material is tested. A list of ComEd approved Contractors of Choice can be found in the EARTH EXCAVATION SOIL MANAGEMENT special provision. All excavated material from the Commonwealth Edison site shall be removed and disposed of in accordance with the special provision EARTH EXCAVATION DISPOSAL.

Add the following to section 202.08

Basis of Payment: This work shall be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION (SPECIAL); which price shall include all labor, materials and equipment necessary to excavate and transport the material as directed by the Engineer or as described herein. This item includes excavation and hauling costs only, it does not include any disposal costs.

STRUCTURE EXCAVATION (SPECIAL)

This work shall consist of the excavation and transportation of excavated materials for structures in accordance with Section 502 of the Standard Specifications.

Add the follow paragraph to Section 502.

Requirements. The Contractor shall coordinate with Commonwealth Edison's Environmental Contractor of Choice to make sure that all excavated material is tested. A list of ComEd approved Contractors of Choice can be found in the EARTH EXCAVATION SOIL MANAGEMENT special provision. All excavated material from the Commonwealth Edison site shall be removed and disposed of in accordance with the special provision EARTH EXCAVATION DISPOSAL.

This work shall be measured in accordance with Article 502.12 of the Standard Specifications and as indicated in the contact plans. This work will be paid for at the contract unit price per cubic yard for STRUCTURE EXCAVATION (SPECIAL).

CONNECTION TO EXISTING MANHOLE

Description: This work shall consist of making a sewer connection to an existing catch basin at locations as shown in the plans. The work shall be done in accordance with the applicable portions of Sections 502, 550 and 602 of the Standard Specifications.

The Contractor shall connect to the existing structure in accordance with the Connection to Existing Manhole detail provided in the contract plans. The existing catch basin shall be cleaned in accordance with Article 602.15 of the Standard Specifications.

Method of Measurement: The work will be measured for payment in place in units of each connection to an existing manhole.



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Basis of Payment. This work will be paid for at the contract unit price per each for all ILLUMINATED SIGN, SPECIAL work. This price shall include all labor, materials, fabrication, shop drawings, transportation, erection, tools, and all other appurtenant work necessary to complete this item. The cost of the LED stripe will not be paid for separately, but included in the cost of the ILLUMINATE SIGN, SPECIAL.

ORNAMENTAL FENCE

This work shall consist of furnishing and installing a 4' high aluminum fence and accessories at locations shown on the plans or as directed by the Engineer in accordance with this special provision and the detail in the plans.

All tubing shall be aluminum alloy 6063-T52.

All posts, pickets and rails shall be black powder coated aluminum. All nuts, bolts and accessories shall be stainless steel.

The fence post connections shall be breakaway design.

The Contractor shall submit shop drawings to the Engineer for approval prior to ordering materials.

Method of Measurement: Ornamental Fence will be measured for payment in feet along the top of the fence from center to center of end posts.

Basis of Payment: This work shall be paid for at the contract unit price per FOOT for ORNAMENTAL FENCE, which price shall be payment in full for all labor, materials, and equipment necessary to complete the work as shown on the plans or as directed by the Engineer.

EARTHEXCAVATION DISPOSAL

This work shall consist of the disposal of excavated material at a Commonwealth Edison approved landfill site. The excavated material may include soils that will need to be treated as non-special waste. All excavated materials shall be managed as either "uncontaminated soil" or non-special waste and disposed of at one of the following approved Commonwealth Edison landfill sites:

Zion Landfill Advanced Disposal

701 Greenbay Road

Zion, IL 60099

Phone: (84) 623-3870

Waste Management of IL Countryside Landfill

31725 N Route 83 Grayslake, IL 60030 Phone: (847) 223-2722



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Waste Management of IL Laraway RDF

21101 W. Laraway Road Joliet, IL 60436

Phone: (815) 722-3468

Basis of Payment: This work will be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION DISPOSAL, which price shall include the disposal of the excavation from the Commonwealth Edison property as well as all disposal fees at a Commonwealth Edison approved landfill site.

EARTH EXCAVATION SOIL MANAGEMENT

This work shall consist of a Commonwealth Edison Contractor of Choice (COC) being retained by the Contractor to ensure all ComEd requirements for material disposal are adhered to including any disposal, soil management, soil testing, manifesting, ensuring all soil and materials are handled properly and are disposed only at a Commonwealth Edison approved facility. All excavated materials shall be managed as either "uncontaminated soil" or non-special waste.

The Contractor may contract with any of the following approved ComEd Contractors of Choice:

Contractor	Contact
AECOM	Caroline Levenda
	Phone: (312) 697-7265
	Cell: (312) 802-2610
	caroline.levenda@aecom.com
Arcadis	Wei-Lin Feng
	Phone: (847) 805-1055
	Cell: (847) 902-1520
	Wei-Lin.Feng@arcadis-us.com
Stantec	Brian Bub
	Phone: (608) 839-2037
	Cell: (608) 469-9160
	Brian.Bub@stantec.com
EDI*	Erika Baker Rios
	Phone: (312) 345-1400 x138
	Cell: (215) 880-9081
	ebaker@envdesigni.com
GSG Consultants, Inc*	Ala Sassila
	Phone: (312) 733-6262
	Cell (312) 656-1475
	asassila@gsg-consultants.com

*MWBE



Touhy Avenue Bridge Village of Lincolnwood Cook County Section No.: 12-00059-00-BR

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Basis of Payment: This work will be paid for at the contract unit price per LUMP SUM for EARTH EXCAVATION SOIL MANAGEMENT, which price shall be payment in full for all fully burdened abor cost, equipment, material, and incidental expenses necessary to complete the Health and Safety Plan, soil samples, soil analysis, soil disposal oversight and manifesting, project management, waste profile and reporting as directed by the Engineer or as described herein.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

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

Qualifications. 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 **Revised Special Provision** will likely require the Contractor to subcontract for the execution of certain activities.

All excavated materials shall be managed as either "uncontaminated soil" or non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. 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.

The Contractor shall manage any excavated soils and sediment within the following areas:

Site 2450-11 (ComEd ROW)

- Station 15+50 to Station 17+50 0 to 60 feet LT/RT (ComEd ROW, PESA Site 2450-11, 4561-4599 West Touhy Avenue). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Pyrene, Lead and Manganese. Excavation within the IDOT right-of-way shall be managed according to the following pay items: EARTH EXCAVATION, NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE PLANS AND REPORTS and SOIL DISPOSAL ANALYSIS.
- All other areas of excavation within the Commonwealth Edison right-of-way to be managed according to the Special Provisions for EARTH EXCAVATION (SPECIAL), STRUCTURE EXCAVATION (SPECIAL), EARTH EXCAVATION DISPOSAL and EARTH EXCAVATION SOIL MANAGEMENT.

LEASE # 1033343

C.E.CO. R/W: OAKTON-BRYN MAWR

PARCEL NO. TL63-5, 6 & 7

SW 1/4, NW 1/4 SEC. 27/34, TWP 41N, RANGE 13E

OF THE THIRD PRINCIPAL MERDIAN

COOK COUNTY, ILLINOIS

C.E.CO.REGION: NORTH

PIN #: 10-34-102-024, 10-34-102-023, 10-34-102-002, 10-27-307-017, 10-27-307-014, 10-27-300-035 (PT), 10-27-307-157, 10-34-500-018, 10-34-500-002, 10-34-500-003, 10-34-500-014, 10-34-500-005, 10-34-500-006, 10-34-500-006, 10-34-500-007, 10-34-500-008, 10-34-500-010, 10-34-500-009, 10-34-500-016, 10-34-500-012 and 10-34-500-017

FIRST AMENDMENT TO RECREATIONAL LEASE

This First Amendment to Recreational Lease (this "Amendment") is made as of _____, 2017, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (the "Landlord") and the VILLAGE OF LINCOLNWOOD, a municipal corporation (the "Tenant") whose address is 6900 N. Lincoln Avenue, Lincolnwood, IL 60712.

RECITALS

- A. Pursuant to that certain Recreational Lease (the "Lease") dated September 1, 2015, Landlord granted a lease to Tenant to use the Leased Premises (as defined in the Lease).
- B. Landlord and Tenant desire to amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which are incorporated herein and made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree that the Lease is hereby amended and modified as follows:

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- 1. Pursuant to Section 1 of the Lease, Landlord hereby consents to extend the Term to terminate on August 31, 2037, unless sooner terminated as provided herein.
- 2. Pursuant to Section 9 of the Lease, Landlord hereby consents to the following Alterations: (a) installation of a Pedestrian Bridge over Touhy Avenue on the existing recreational trail as depicted on the attached Exhibit A; (b) re-directing a portion of the existing recreational trail towards the proposed Pedestrian Bridge as depicted on the attached Exhibit A; (c) installation of a underdrain and storm sewer system that will accept the drainage and maintain the outlet by connecting directly to the manhole located on the south side of Touhy Avenue on the recreational trail as depicted on the attached Exhibit A, all such Alterations are subject to the terms and conditions of Section 9 of the Lease, including installation of such Alterations in accordance with the plans and specifications reviewed and approved by Landlord. For the avoidance of doubt, Tenant shall be responsible, at Tenant's sole cost and expense, for maintenance (and, at Landlord's election, removal) of the Alterations approved herein.
- 3. In addition to all other terms and conditions of this Amendment and the Lease, Tenant shall comply with all additional requirements included in the attached Exhibit B attached hereto and made a part hereof.
- 4. The last sentence of Section 9.B. shall be deleted in its entirety and replaced with the following: "Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased without Landlord's prior written consent."
- 5. Except as expressly modified in this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect, the parties hereto ratifying and confirming the same.
- 6. This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but, in making proof hereof, it shall only be necessary to produce one such counterpart.

EXECUTED as of the day and year first above written.

LANDLORD:

COMMONWEALTH EDISON COMPANY

BY

kendall Hodge

Director, Real Estate & Facilities

TENANT:

VILLAGE OF LINCOLNWOOD

RV.

Name: Timor by Ic. WIE book

Title: VILLAGE MANAGER

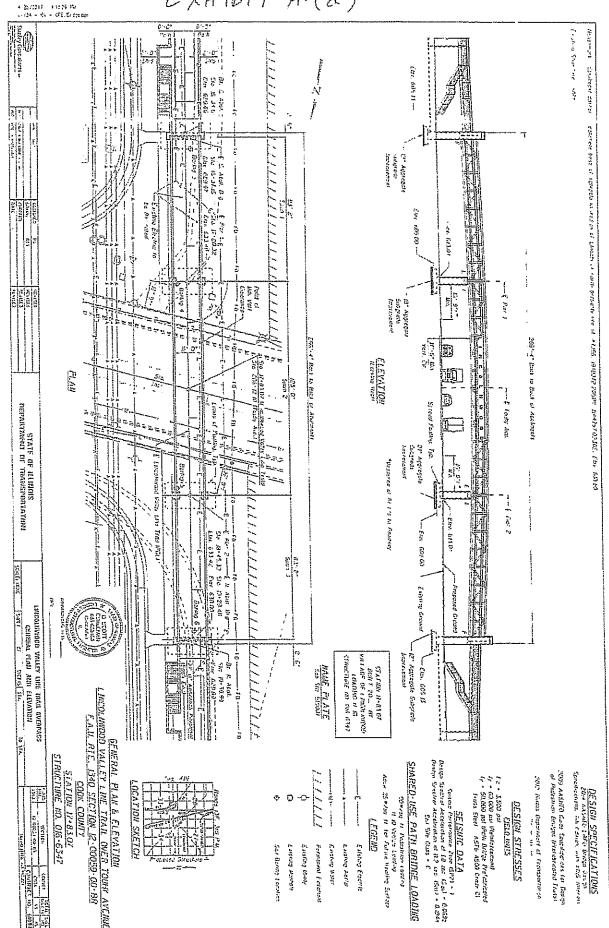
EXHIBIT A

Alterations

(See Attached)

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EXHIBIT A-(a)



119e

EXHIBIT A-(b)

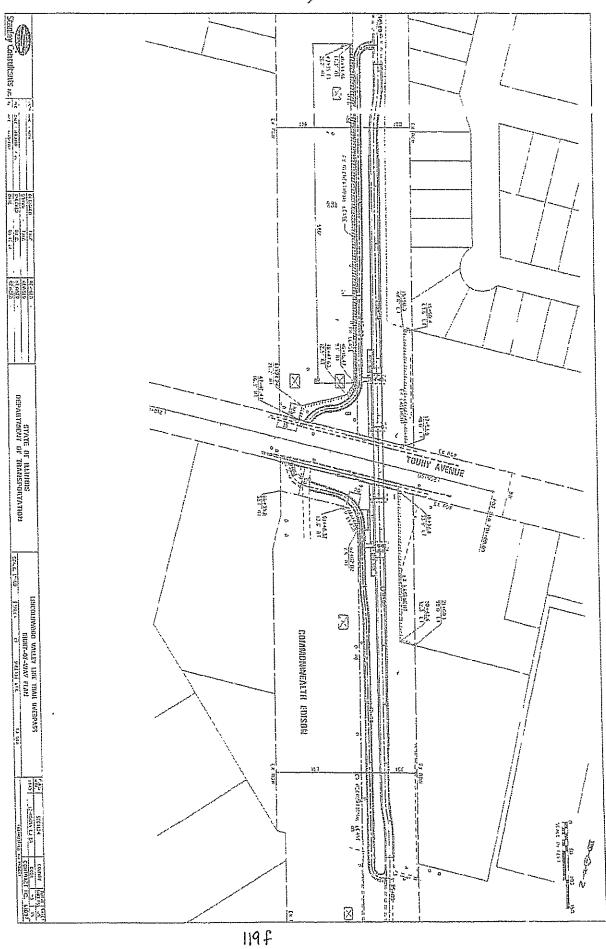


EXHIBIT A-C)

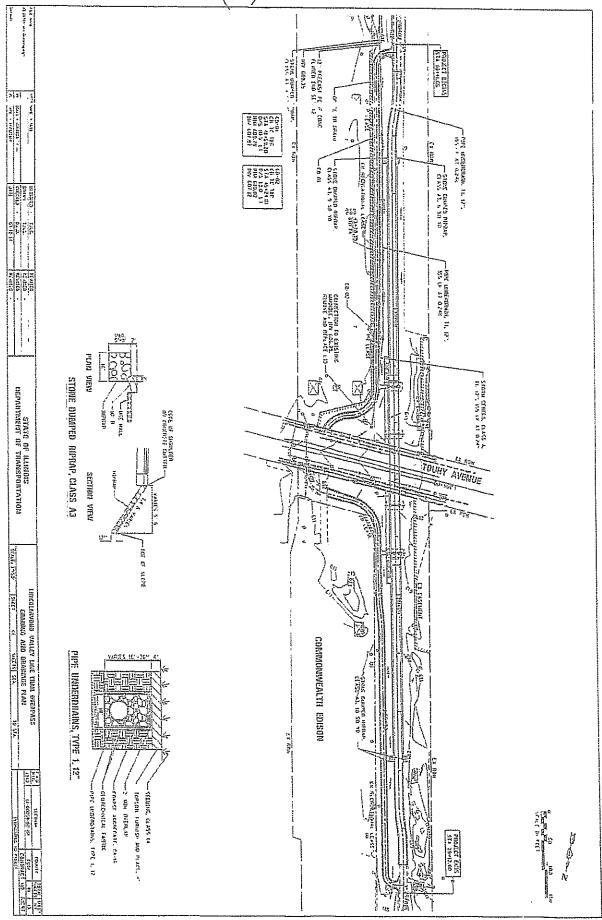


EXHIBIT B

Additional Requirements and Conditions of Lease Amendment

Notwithstanding anything in the Lease to the contrary, if there is conflict between the terms of the Lease, the Amendment and this Exhibit B, the terms in this Exhibit B shall control. Tenant must adhere to the following additional criteria:

- 1. Tenant's design includes multiple storm water management features. The maintenance and repair of these features is the sole responsibility of Tenant.
- 2. Tenant must have a full element inspection performed on the bridge every 2 years. The results of this inspection must be sent to the manager of ComEd Transmission Engineering for validation.
- Should the recreational lease for the path be abandoned, the bridge and elevated approaches
 must be removed. Landlord may elect, but shall have no obligation, to remove such bridge and
 improvements at Tenant's sole cost. Landlord reserves all rights and remedies under the Lease
 and under applicable law.
- 4. The landscaping plan included with the must be submitted to ComEd Vegetation Management for review and comments, however, such plan must be revised to provide that <u>no trees may be planted on Landlord's transmission right-of-way</u>. The revised landscape plan must be submitted and approved (or denied) by ComEd Vegetation Management within thirty (30) days of the date hereof, but in any event, prior to any construction.
- Engineering review of the bridge was completed using plans titled "LINCOLNWOOD VALLEY LINE TRAIL OVERPASS / GENERAL PLAN AND ELEVATION," with a plot date of 4/25/17.
- 6. Amendment approval is for a single pedestrian bridge over Touhy Ave, approximately 16 feet wide.
- 7. Prior to and at the completion of the project, the Tenant shall contact ComEd representative Tina Kowalczyk 1+224-244-1826 or Larry Mayhall at 630-995-6256.
- 8. Subsurface utility installations and excavations shall be a minimum of fifteen (15) feet away from any transmission structure.
- 9. No material or equipment should enter into the above mentioned fifteen (15) foot buffer area around each structure.
- 10. Tenant's proposed grade as indicated on the provided plans appear appropriate, any material deviations from the plan must be approved by ComEd engineering, in addition, Tenant must ensure that the existing drainage is not affected, i.e., water should not pool on ComEd property or adjacent properties and Tenant shall ensure safety clearances are not violated.
- 11. The additional bike path surfaces for Tenant's project cannot use aggregate concrete or curbs. A crushed limestone or asphalt surface is acceptable.

Tenant must also adhere to the criteria required pursuant to the original Lease:

- 12. Approval is for a proposed 10-Feet wide multi-use path route as identified on [Page 1] of above mentioned plans. Approximate length is 1.27 miles.
- 13. Engineering review of the path was completed using plans titled "ComEd R.O.W.
 - Improvements," dated 9/11/2012. The prints are not engineering grade, and were reviewed for concept and alignment only.
- 14. The northernmost portion of the trail just south of Lincoln Ave., where it passes between an existing steel transmission pole and existing steel transmission lattice tower must be revised to center the running line of the path between both structures.
- 15. Regarding the "Potential Storm Water Detention/Natural Feature," identified on [Page 2] of the above mentioned plans. Given that no plans were provided for any drainage modifications or provisions, no approval is given for the installation of any detention facilities.
- 16. Regarding the "Potential Dog Park," identified on [Page 3] of the above mentioned plans. Given that no plans were provided for any containment structures, no approval is given for the construction of a dog park. The construction of the path around the area is acceptable.
- 17. Regarding the "Potential Natural Area," identified on [Page 3] of the above mentioned plans. Given that no plans were provided for the installation of any landscaping, no approval is given for the construction of a natural area. The construction of the path around the area is acceptable.
- 18. It should be also noted that no plans were provided for the installation of signage, benches, fences, gates, lighting or vegetation. Therefore, no approval is given for the installation of any signs, benches, fencing, gates, lighting or vegetation. ComEd Engineering must be contacted for written approval of said appurtenances.
- Prior to and at the completion of the project, Tenant shall contact ComEd representative Dave Holman at 630-742-3627 or Larry Mayhall at 630-995-6256.
- 20. Tenant must contact JULIE or DIGGER prior to any excavation.
- 21. Tenant must contact ComEd Underground Transmission Engineer Les Paschal at 630-442-4380 prior to construction for verification of underground transmission facilities south of ComEd substation north of Devon Ave.
- 22. The bike path should stay within the designated easement and not meander all over the R/W.
- 23. At all bike path R/W access points, Tenant must post highly visible signs within Leased Premises indicating that motorized vehicular use of the path is prohibited. Further, Tenant must ensure that motorized vehicular use does not occur. Since no plans for the installation of these signs were provided, detailed drawings must be provided to ComEd Engineering prior to the installation of said signage.
- 24. The bike path surface for Tenant'sproject cannot use aggregate concrete or curbs. A crushed limestone or asphalt surface is acceptable.

- 25. Tenant cannot change grade within the right-of-way and must ensure that the existing drainage is not affected; water does not pool on ComEd property or adjacent properties and ensure safety clearances are not violated.
- 26. Any damage to ComEd's property caused by Tenant will be repaired at the Tenant's expense.
- 27. Tenant cannot place obstructions on ComEd property that will restrict our ability to access, operate and maintain existing and future transmission and distribution facilities.
- 28. Tenant's equipment cannot exceed fourteen (14) feet in height on the right-ofoway.
- 29. Tenant cannot leave construction equipment and materials on ComEd Property when there is no work activity.
- 30. When working in the vicinity of ComEd's electric transmission lines during the installation, OSHA requires a minimum of fifteen (15) feet working clearance distance must be maintained between the equipment for Tenant's contractor and ComEd's existing easterly 138,000 volt electric transmission conductors. Under no Circumstances should truck beds be raised under the Transmission Lines. This note should be added to any construction drawings.
- 31. Tenant must be made aware that the Company does use heavy equipment and cannot be responsible for any damage to Tenant's facilities that may occur due to the Company's right to access our property to operate and maintain new and existing transmission and distribution facilities.
- 32. Upon completion of Tenant's project, Tenant must remove any equipment, construction debris and material from the right-of-way and restore any other disturbed areas of the right-of-way to their pre-construction condition.
- 33. Prior to digging, excavating, or re-grading work, the normal JULIE or DIGGER process must be followed.
- 34. If construction plans require us to protect, modify, or move any fiber optic facilities either underground or overhead, it will be done at the sole expense of Tenant.
- 35. ComEd should retain access rights to use and maintain all parts of the fiber optic cable.
- 36. No spoils or equipment should be put over any of the ComEd manholes.
- 37. Relocation of any existing facilities to accommodate the new construction will be at Tenant's expense.
- 38. A kmz file and associated As-Built survey of the newly installed bridge and path must be submitted to ESD upon completion of this project.
- 39. Tenant is required to provide photographs documenting the progress and condition of the prairie restoration annually for the first five years of easement.
- 40. Tenant must provide documentation of current property conditions before improvements are started (e.g. Phase I, topographic maps, surveys, photographs).
- 41. Tenant must provide documentation (including photographs) that the property is returned to its original condition after completion of the project and restoration.
- 42. The property may be used only for the stated purpose of the installation and public use of a pedestrian bridge and associated work, as submitted. Motorized vehicle use of the bridge and path is not permitted. Any changes to the design plans must be submitted to ESD for review and approval.
- 43. ESD requires signage indicating that the recreational use opportunity is in partnership with ComEd. Tenant may work with the ComEd Communications department to retrieve the proper ComEd logos and/or verbiage.

- $44.\ {\sf Tenant}\ {\sf must}\ {\sf assume}\ {\sf responsibility}\ {\sf for}\ {\sf all}\ {\sf maintenance}\ {\sf of}\ {\sf the}\ {\sf ROW}$. This includes keeping the
 - ROW free of garbage, debris, and any third party dumping.
- 45. No construction debris, soil, fill material, or spoils may be stored on ComEd property.
- 46. No hazardous materials, including petroleum products, may be used, stored, or transferred on ComEd property. No fueling of lawn mowers or similar maintenance equipment is allowed on ComEd property.
- 47. Tenant will be held responsible for the clean-up of any spills (oil, antifreeze, fuel, etc.) as this could be a potential source of contamination and future liability for ComEd.
- 48. In the event of a leak/spill on ComEd property, Tenant must notify ComEd within 24 hours and provide a written report within 5 business days.
- 49. Tenant is responsible for the maintenance of any onsite stormwater management system at the subject property and will be held responsible for any adverse drainage issues that arise for the duration of the lease. Inlet filters must be placed on all storm sewer manholes on ComEd property and must be properly maintained.
- 50. Tenant is not permitted to develop the unpaved areas or change the grading of the property in any way other than what was proposed in their request without prior authorization from ESD. This includes activities of adding gravel or other fillin activities to the surface of ComEd property.
- 51. All applicable regulations must be followed including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
- 52. All construction equipment and vehicles must be free of leaks, and any leaks of oils or chemicals that occur must be cleaned up and reported to the appropriate agencies as needed.
- 53. A spill kit of appropriate size must be present and accessible at all times during construction activities on ComEd property.
- 54. No demolition, construction, material, or equipment staging is permitted on ComEd-owned property during construction.
- 55. Any and all drain tiles encountered during construction activities shall be replaced in their entirety within the entire leased area.
- 56. All applicable environmental permits must be obtained including Wetlands, MWRD-WMO, and NPDES stormwater permits as required under the Clean Water Act, as well as any other applicable environmental permits.
- 57. Tenant will need to submit copies of any required environmental permits and plans to ESD prior to project start.
- 58. Tenant must follow all applicable environmental laws and regulations including those not specifically mentioned herein.
- 59. Requirements of all permits must be followed which could include site monitoring, reporting, and restoration extending well beyond the construction time period.
- 60. If the project requires removal of soil or waste from ComEd property, this must be removed by a ComEd environmental Contractor of Choice and disposed of in a ComEd approved landfill.
- 61. If the project requires additional soil, only clean fill shall be used.
- 62. Environmental sampling is not permitted on ComEd property without written approval and coordination with ESD.
- 63. Grading of excess spoils is not permitted on ComEd property.

- 64. The associated pre-amendment response to this SR submitted on October 26, 2012 included prairie restoration requirements, which are extended to this amendment project. Tenant is required to restore the entire width of the leased ComEd ROW to native prairie landscaping, Class B standard, using "ComEd Prairie Standardization Plan" (October 2012 FINAL standard attached as reference), with the exception of any land directly adjacent to the path that will be mowed or otherwise maintained for safety or other similar purposes.
- 65. Tenant is required to maintain the subject property as a prairie for the term of the lease.
- 66. ComEd maintains the right to allowable greenhouse gas credits for the restored prairie on our property.
- 67. ComEd requests that Tenant completes a prairie site assessment using s ComEd environmental Contractor of Choice (COC) every five years to document the quality of the site by a qualified prairie consultant.
- 68. Any damage to ComEd's property caused by Tenant will be repaired at Tenant's expense.
- 69. At lease end, Tenant must provide full restoration of the property to its original condition including seeding, if necessary. ComEd will use historic aerial photographs and other means to determine the original property conditions. However, ComEd has the discretion to allow the property to remain in improved condition.
- 70. A letter that summarizes the results of their analysis of what type of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, endangered species impacts, etc.).
- 71. A copy of the environmental permit applications for the project.
- 72. A copy of the environmental reports required by the permits.
- 73. Copies of certificates of clean fill.
- Please reference Project Code SR3067149 or SR04701087 in any communications with ComEd.