



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 8, 2014

SUBJECT: Cornell Avenue
Project M-4003(177)
Section 13-00125-00-PV (Melrose Park)
Cook County
Contract No. 63881
Item 27
January 17, 2014 Letting
Addendum (A)

NOTICE TO PROSPECTIVE BIDDERS:

Due to clarify information necessary to revise the following:

- 1. Revised page 2 of the Index to the Special Provisions.**
- 2. Added pages 33A - 33F 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,

John Baranzelli, P.E.
Acting Engineer of Design and Environment

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

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

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**INDIANA HARBOR BELT RAILROAD COMPANY
(IHB)**

THIS RIGHT OF ENTRY AGREEMENT, made this _____ day of _____ 20____, by and between INDIANA HARBOR BELT RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Indiana and authorized to do business in the State of Illinois, hereinafter called the IHB, and _____ hereinafter called the Vendor

WITNESSETH: That, in consideration of being granted permission and authority to enter upon the property of INDIANA HARBOR BELT RAILROAD COMPANY, for the purpose of _____ it is mutually agreed as follows:

1. TERMS OF EMPLOYMENT. The IHB reserves no control whatsoever over the employment, discharge, compensation of or services rendered by the Vendor's employees, and it is the intention of the parties to this Agreement that the Vendor shall be and remain an independent contractor, and that nothing in the Agreement contained shall be construed as inconsistent with that status. The vendor agrees to pay the contributions measured by the wages of his (its) employees required to be made under the Unemployment Compensation Insurance, Social Security and Retirement Laws or similar laws, State and Federal, applicable to the work hereunder undertaken by the Vendor or his (its) subcontractors, and to accept exclusive liability for said contributions: the Vendor further promises and agrees to indemnify and hold harmless the IHB, its successors and assigns, from any all liability arising therefrom.

2. CONSENT TO TRANSFER. The Vendor shall not let, transfer or assign this Agreement as whole, without the consent in writing from the IHB.

3. WAIVER. It is expressly understood and agreed that any waiver on the part of the IHB, of any term, provision or covenant of this Right of Entry Agreement, shall not constitute a precedent, nor bind the IHB, to a waiver of any succeeding breach of the same or any other of the terms, provision or covenants of this Agreement.

4. PERMITS AND INSURANCE. A Vendor shall maintain the following insurance coverage which has been so designated. (x).

- (x) I. Statutory Workmen's Compensation and Occupational Disease Insurance and/or FELA coverage, if applicable.
- (x) a. To the extent permitted by law, all Workers' Compensation policies shall be endorsed to provide Waiver of subrogation in favor of owner.

- (x) II. Commercial General Liability Insurance which shall be no less comprehensive and nor more restrictive than the coverage provided by a standard form Commercial General Liability Policy with a minimum combined single limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage and \$10,000,000 each for the General Aggregate and the Products/Completed Aggregate. This insurance must include the following features:
- | () a. Railroad Protective Liability Insurance naming the IHB as Named Insured with a limit for bodily injury and property damage liability of \$5,000,000 per occurrence, \$10,000,000 aggregate, the original of said policy shall be furnished to IHB prior to any entry upon IHB property by Vendor (if required).
- () b. Contractual Liability, insuring the liabilities and indemnification assumed under the provisions of the Agreement inclusive of XCU exposure (d below) if applicable with any restrictions for work within 50 feet of a railroad removed (if required).
- () c. Products and completed operations.
- () d. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground.
- (x) e. Coverage will include appropriate endorsements naming IHB as additional insured. (ISO Form CG 2010)
- () f. The coverage afforded the additional insureds shall be primary and noncontributory to any additional insureds.
- (x) III. Employers, liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000. policy limit for disease, and \$1,000,000 each employee disease, such policies shall contain a waiver of subrogation.
- (x) IV. Umbrella Liability/Excess coverages over primary insurance with a limit of not less than \$10,000,000. each occurrence and shall follow form of the underlying general liability coverages for employers liability, and auto liability and general liability (including products/completed operations). In addition, said policy shall have endorsement naming The Indiana Harbor Belt Railroad Company as additional insured.
- (x) V. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$2,000,000. per occurrence. This insurance will include contractual liability insuring the indemnification provisions contained in this Agreement.

- A. The insurance policies to be maintained under this Agreement must be issued by companies authorized to do business in Illinois and Indiana and shall include a requirement that the insurer provide IHB with thirty (30) days written notice prior to the effective date of any cancellation or material change of the insurance. The policies required herein shall name IHB as additional insured with respect to operations performed under this Right of Entry Agreement and shall be primary to and not in excess of or contributory with any other insurance available to IHB. Vendor shall, before commencing work, provide IHB with a certificate satisfactory to IHB of the Insurance coverages and endorsements set forth herein. Vendor shall provide IHB with certified copies of certificates. The obligation to carry the insurance required herein shall not limit or modify in any way any other obligations assumed by the Vendor under this Agreement. Vendor shall be held accountable for all insurance coverages, including those of subcontractors.
- B. Original of certificates shall be mailed to Director of Risk Management and Attention: Insurance, at the address set forth below IHB's signature to this Agreement. IHB shall not be under any duty to advise Vendor in the event that Vendor's insurance is not in compliance with this Agreement.

5. WAIVER OF SUBROGATION. Vendor on behalf of its insureds waives any right of subrogation that such insurers may have against IHB arising out of this Agreement. The insurance specified in Section 3 hereof shall contain a waiver of the right of subrogation against the IHB and an assignment of statutory lien, if applicable. Any physical damage insurance carried by Vendor on construction equipment, tools, temporary structures and supplies owned or used by Vendor shall provide a waiver of the right of subrogation against the IHB.

6. INDEMNITY. The Vendor hereby agrees to protect, indemnify and hold harmless said IHB, its officers, agents and employees against any and all liability or loss, damage or injury of every kind, nature and description, fatal or otherwise, which Vendor may sustain in any manner whatsoever to IHB and/or Vendor, arising either directly or indirectly, out of or in connection with the authority and permission herein granted or while Vendor is upon or about any of the property of the IHB, or upon any property of any of the tenants, lessees or licensees of the IHB, in connection with such permission.

7. PERSONAL SAFETY EQUIPMENT. All employees entering or remaining on IHB property under this right of entry must wear safety shoes, reflective vest, hardhats and eye protection while anywhere on IHB company property.

Vehicles must be marked with your company's name, or advance information must be provided as to whose vehicles will be on IHB property.

8. FLAG PROTECTION AND CONTACT. Under no circumstance may ANY work be carried out within twenty five (25) feet of any railroad right-of- way without a IHB employee providing flag protection paid for by you. To obtain flag protection, call Manager Engineering Services at 219-989-4909, and provide information he requests at least 36 hours ahead of time. Vendor must include a name and telephone number for a designated employee contact who will be at the work site until work authorized herein is complete.

9. NATURE OF JOB. Prior to order of flag protection for the first day, Contractor shall provide in a addition to the executed Right of Entry Agreement, a written summary of the job to be done, detailing the number of employees scheduled to be upon IHB property, the kind of equipment they will use, and particularly the kind of vehicle and fixed objects such as scaffolding, etc. Specific detailed information on the location of the equipment, and whether or not it will be placed within 25 feet of the right-of-way must be submitted. This information may be sent in letter form and preferably with a diagram of sketch plan. IHB must be updated daily by vendor designated employee contact as to nature and location of work for following day before close of business day. This Right of Entry will not be valid until this requirement is met and the nature of the work is clearly understood.

10. EXTENSION. The Right of Entry is good only for the project described and for the duration of the insurance coverage provided, whichever comes first. If the project expands or takes longer, you must re-contact IHB to assure insurance and other provisions are in order. Under no circumstances shall this Right of Entry be construed as granting any right, title or interest of any kind or character in or about the land or premises of the IHB.

11. RESTORATION OF PREMISES. Upon completion of the Project, IHB's property shall be left in a condition satisfactory to the said Office of the Chief Engineer or his Designee. This, includes, without limitation restoration of any fences removed.

12. HAZARDOUS MATERIALS. Prohibition of Certain Potentially Environmentally Damaging Operations on IHB Property: Electronics, electrical transformer repair or reconditioning, asbestos manufacturing, blast furnaces, steel works, rolling and finishing mills, smelting and/or refining, wood treatment or tie plants, salvage operations, junk yards, scrap dealers, drum or barrel reconditioners, battery recycling, tire storage or recycling, waste disposal operations of any kind including landfills, surface impoundments and waste piles, incinerators, sewage systems, electroplating operations, fuel blending, waste or used oil recycling or reclamation, explosives disposal, manufacturing or detonation, bulk oil storage or any facility requiring a TSD hazardous waste permit or any hazardous waste transloading facility.

The foregoing list of prohibited activities on IHB property is not exclusive.all proposed leases, licenses and permits will be carefully evaluated to determine if the proposed activities pose an unreasonable environmental risk.

13. NOTICE – HOW SERVED. Any notice to be given by the IHB to the Vendor under this Agreement except Section 7, 8, and 9, shall be deemed to be served if the same be delivered to the person in charge of the office used by the Vendor, or to his representative at or near the work, deposited in the post office postpaid, addressed to the Vendor at his last known place of business. Notice under Sections 7, 8, and 9 shall be deemed served to the Vendor's designated employee contact by any means appropriate.

14. MISCELLANEOUS.

- A. The construction of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Illinois.
- B. This Agreement and any amendments to it or them may be executed in several counterparts and such counterparts may be delivered by facsimile or in PDF form as an email attachment, and each Agreement so executed shall constitute one agreement, binding on the parties thereto, even though such parties are not signatories to the original or the same counterpart. Any counterpart of this Agreement that has attached to it separate signature pages, which altogether contain the signatures of the parties thereto, shall for all purposes be deemed a fully executed instrument. Each party agrees that it will be bound by its own telecopied or otherwise electronically transmitted signature to this Agreement and that it accepts the telecopied or otherwise electronically transmitted signatures of the other party to this Agreement.
- C. The prevailing party in any litigation or suit involving or arising out of this Agreement shall be entitled to recover from the non-prevailing party all of its attorneys' fees and costs.
- D. For any suit, proceeding or cause of action between them arising out of or relating to this Agreement, each party hereto consents and agrees to exclusive jurisdiction and venue in the federal courts sitting for the Northern District of Illinois, or if there is no federal jurisdiction, to the state courts located in Cook County, Illinois.

THIS AGREEMENT shall inure to the benefit of and be binding upon the legal representatives and successors of the parties respectively.

**INDIANA HARBOR BELTRAILROAD COMPANY
2721 161ST STREET - HAMMOND, INDIANA 46323**

Attest: _____

By: _____

Title

Date

Telephone

VENDOR

Attest: _____

By: _____

Title

Date

Company Name

Address

City, State

Telephone

Facsimile/Fax

Added 118114

33F.