January 13, 2012

SUBJECT: Various Routes

Section 2011-097-I Various Counties Contract No. 60R27

Item No. 160, January 20, 2012 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 pages 1 - 5 of 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,

Scott E. Stitt, P.E.

Acting Engineer of Design and Environment

By: Ted B. Walschleger, P. E.

Ted Jalucklye A.E.

Engineer of Project Management

cc: Diane O'Keefe, Region 1, District 1; Mike Renner; Estimates

TBW:MS:jc

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Section 2011-097-I, Various Counties, Contract 60R27 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

CONTRACT 60R27 SECTION: 2011-097-I ROUTE: VARIOUS NORTH COUNTY: VARIOUS

LOCATION OF PROJECT

The proposed improvement is located on various expressways and primary routes within various locations in District One. The locations are I-94 (Edens), I-90/94 (Kennedy), I-90/94 (Dan Ryan), I-290/IL 53 (Eisenhower), and the Elgin O'Hare. All work will be performed under "Work Orders" as described herein and as directed by the Engineer.

DESCRIPTION OF PROJECT

This work consists of mowing the medians and roadsides of expressways and access controlled arterial routes in District One. Only areas designated by the Engineer shall be mowed. Mow maps will be provided with all Work Orders.

TERM OF CONTRACT

The term of this contract shall be from the date of execution to December 31, 2012.

RENEWAL OF CONTRACT

This contract may be renewed for the period of January 1, 2013 to December 31, 2013, under the same terms, conditions and unit prices, upon written agreement of both the Illinois Department of Transportation and the Contractor.

PROSECUTION OF WORK

This contract is to be completed as directed by the Engineer. The locations are not listed in order of priority. Order of work will be according to Work Order issue. The acreage quantities shown are estimates of total mowing acres per expressway or primary route.

Acreage quantities may vary based on construction work. The approximate limits are as follows:

| Expressway | Limits | | <u>Mowing</u> |
|------------------------------|------------------------------------|-------|---------------|
| 1) I-94 (Edens) | IL 22 to I-90/94 (Kennedy) | | 88 |
| 2) I-90/94 (Kennedy) | I-190/Mannheim to Circle Interchan | nge | 107 |
| 3) I-90/94 (Dan Ryan) Circle | e Interchange to I-57/I-94 split | 64 | |
| 4) I-290 (Eisenhower)Thorn | ndale Ave. to Congress Pkwy | 150 | |
| 5) I-290/IL 53 | Lake-Cook Rd. to Thorndale Ave. | | 71 |
| 6) Elgin O'Hare | I-290/IL 53 to Lake St. | 40 | |
| | | TOTAL | 520 |

COMPLETION DATE

The Contractor shall schedule their operations in order to complete all authorized work orders on or before October 1, 2012 (October 1, 2013 if renewed). Any remaining punch list work must be completed by October 15, 2012 (October 15, 2013 if renewed).

FAILURE TO COMPLETE WORK

Should the Contractor fail to complete the work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$750, not as a penalty but as liquidated damages, for each calendar day or a portion thereof, of overrun in the time or such extended time as may have been allowed.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four (24) hours later.

QUANTITIES

The quantities specified in this contract are estimated. The Department reserves the right to terminate the contract at any time or to increase the contract quantities as determined by the Engineer. Payment will be made only for the actual quantities completed.

The Contractor is hereby informed and shall understand that payment will be made only for actual quantities utilized and accepted as satisfactory. Payment for work will be made in accordance with the items listed in the Summary of Quantities in the plans.

GENERAL REQUIREMENTS FOR MOWING

EQUIPMENT

The Contractor shall keep all mowing equipment sharp and properly equipped for operation along an urban expressway or access controlled arterial route. The equipment used shall be capable of completely severing all vegetation at the specified cutting height and distributing it evenly over the mowed area.

Required minimum equipment for this contract shall include:

One (1) Tractor Mower (12' wide deck minimum)

One (1) Zero Turn Radius Mower

One (1) Weed Whipper/ Trimmer

Modifications to the required equipment may be accepted based on approval from the Engineer.

Machinery with rotary and/or flail blades; front, side, or rear mowers; boom mowers; wide area mowers; brush mowers; and weed whippers/trimmers will be necessary to complete assigned work. Special equipment may be required on steep slopes, in narrow areas, in wet or saturated soil conditions, and for trimming around posts, poles, fences, trees, shrubs, seedlings, etc. Rental fees of special equipment shall be considered incidental to the contract.

LAYOUT

Contractor shall provide either one or more of the following: wooden lathe, flags, and spray paint, to delineate work. The Contractor shall be responsible for any layout that may be required to complete the work. Layout shall conform to mow maps and shall be as directed by the Engineer. Layout shall not be paid as a separate item, but the costs shall be considered as included in the contract prices for mowing items.

METHOD

All mowing and trimming operations are to proceed in the direction of adjacent traffic flow. Cut vegetation shall not be windrowed, piled, or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed vegetation. Mowing (Acre) shall include cutting woody weed trees and brush up to one inch (1") diameter as measured 6 inches (6") above surrounding grade. Mowing Special (acre) shall include cutting woody trees and brush up to two inches (2") in diameter as measured six inches (6") above surrounding grade. Any cut woody trees or brush that is not thoroughly chopped up and dispersed by mowing operations shall be removed and disposed of by the Contractor according to Article 202.03.

At no time shall mowing equipment be allowed to discharge toward traffic. All cut vegetation that lands on or within ten (10) feet of pavement must be removed or redistributed before the end of each work day. At no time shall cut vegetation or debris be allowed to cover drainage structures or otherwise impair drainage.

Trimming around sign posts, poles, and other such vertical appurtenances shall be required. Trimming around guard rail posts and wire cable guard posts shall be required when vegetation is taller than the guard rail or wire cable guard and/or when vegetation obstructs the view of the guardrail. Trimming below horizontal portions of guard rails and wire cable guards that do not contact the ground shall be required. All trimming shall be completed to the specified mowing height.

Mowing (Acre) shall include removal of typical amounts of litter and debris encountered during mowing operations.

For these items, typical amounts of litter and debris shall be defined as an average of five (5) full thirty-three (33) gallon trash bags per acre of mowing over the entire contract. One (1) tire shall be considered equal to one (1) full thirty-three (33) gallon trash bag. Any single piece of litter or debris too large to fit in a single thirty-three (33) gallon trash bag shall be reported to the Engineer and does not need to be removed by the Contractor.

Damages to existing vegetation, such as tire ruts or wheel tracks more than two inches (2") in depth, or other plantings or roadside appurtenances caused by the Contractor's mowing or trimming operations shall be repaired at the Contractor's expense to the satisfaction of the Engineer.

COORDINATION

The Contractor's superintendent shall closely coordinate work with the Engineer at all times in accordance with Article 105.06. The superintendent shall attend weekly progress meetings with the Engineer at the Engineer's office or other mutually agreed upon location. Work orders shall be reviewed and returned to the Engineer in a timely manner. The superintendent shall communicate with the Engineer in the field during mowing to facilitate accurate completion of work while it is occurring. At the request of the Engineer, the Contractor shall provide a cell phone number where the superintendent can be reached during working hours. The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of either discontinuing or resuming operations on all work orders.

MOWING (ACRE)

<u>Description</u>: MOWING (ACRE) consists of mowing turf grass areas. Mowing shall be completed to an average height of four inches (4") but not less than two and a half inches (2.5") and not more than six inches (6").

Method of Measurement: The Contractor will be provided with work orders specifying the quantity of mowing. After thoroughly reviewing field conditions but prior to the commencement of any work, the Contractor must either sign the work order agreeing to the accuracy of quantities or provide a detailed written request to modify the work order. No work shall begin until after the Contractor and Engineer have signed the AGREEMENT TO ACCURACY OF WORK ORDER QUANTITIES. Quantity shown on the work orders are based on GIS/GPS historical data. Any additional approved acres will be measured using GIS/GPS technology or other standard methods.

<u>Basis of Payment</u>: Mowing shall be paid for at the contract unit price per acre for MOWING (ACRE). Only the initial mowing authorized on a work order will be paid for. Any subsequent mowing or trimming required to obtain the height specified, disperse mowed material, or complete punch list work shall be considered as included in the cost of the initial mowing. Payment for mowing and trimming shall include the cost of all material, equipment, labor, removal, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

WORK ORDERS

The Engineer will issue work orders to the Contractor that authorize mowing in specific areas. A mow map depicting the included areas will be supplied with each work order. The standard details provided in the plans shall apply to all work orders. No work orders shall be started until the Technician has signed the Authorization of Work. The date the Technician signs the work order will be the start date of the work order.

The Engineer may issue multiple concurrent work orders. The Contractor shall provide sufficient labor and equipment as necessary to complete authorized work in accordance with Article 108.06.

The Contractor shall complete all authorized work, sign the CERTIFICATION OF COMPLETION and return the work order to the Engineer within thirty (30) calendar days of the authorization of work order start date. Upon receipt of the signed Contractor's certification, the Engineer will inspect the work. If any non-conforming work is observed the Engineer will issue a punch list to the Contractor. When no punch list is issued by the Engineer, or after the Engineer has determined that all punch list work has been satisfactorily completed, work orders shall be considered complete. Work order quantities shall be used for payment; no additional measurements shall be made.

If all work, including punch list items, is not completed within thirty (30) days after the start date, ten percent (10%) of the work order quantity will be deducted.

If all work, including punch list items, is not completed within forty-five (45) days after the start date, an additional twenty percent (20%) of the work order quantity will be deducted.

If all work, including punch list items, is not completed sixty (60) days after the start date, an additional thirty percent (30%) of the work order quantity completed to date will be deducted and the work order will be considered cancelled.

Payment shall be made for completed work orders, unless the work order has been cancelled. Cancelled work order payments will only be made for the work order quantity completed prior to the cancellation minus any deductions as described above. Exceptions may be made for unforeseen circumstances, ie. weather conditions. Determination for exceptions will be decided by the Engineer.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985 Revised: January 1, 2007

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

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