September 11, 2025

SUBJECT FAU Route 3593 (Lincoln Ave.)
Project STP-4MJ6(604)
Section 2020-043-RS&SW
Cook County
Contract No. 62L15

Item No. 015, September 19<sup>th</sup>, 2025 Letting Addendum B

## NOTICE TO PROSPECTIVE BIDDERS:

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

- 1. Revised page ii of the Table of Contents of the Special Provisions.
- 2. Added pages 93-103 to the Special Provisions.
- 3. Revised sheets 2 and 6-12 of the Plans.

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

Very truly yours,

Jack A. Elston, P.E.

Bureau Chief, Design and Environment

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### PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE

<u>Description</u>: All work, materials, and equipment shall conform to Section 201 of the Standard Specifications except as modified herein.

Prior to start of any work, the Contractor shall inspect all tree branches that overhang into the roadway. Any branches that will be in conflict with construction equipment shall be reported to the Engineer. The Engineer will make the final decision on trees requiring tree pruning.

Pruning will be done on tree branches that overhang into the roadway and will be in conflict with construction equipment along roadsides. All pruning shall be done according to the current ANSI A300 (Part 1) – Pruning standard. Plant material shall be pruned to provide a minimum vertical clearance of 14 ft from the finished surface of the roadbed and shoulders. Pruning for sight distance and other safety purposes shall be as directed by the Engineer. Branches on existing trees to remain that need to be removed for safety and equipment clearance shall be pruned prior to the resurfacing operation.

Breaking off branches of plant material to remain during construction operations will not be allowed. Pruning shall be done in the presence of the Engineer and in such a manner as to preserve the natural growth habit of each tree.

If a dead and/or hazardous limb is found to be at a higher elevation than the pruning clearance requirement, the Contractor shall prune the limb and will not be paid separately.

Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.

<u>Method of Measurement:</u> Pruning for Safety and Equipment Clearance will be measured for payment on a lump sum basis.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per LUMP SUM for PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE.

#### TREE REMOVAL

<u>Description:</u> This work shall be done in accordance with Section 201 of the Standard Specifications for Tree Removal, except that stumps are to be removed to a minimum of six (6) inches below the natural surface of the ground. This work shall consist of tree removal, stump grinding, grading of area to match existing grade, topsoil placement or removal if necessary, Seeding, Class 2A, and installation of erosion control blanket, and other work items necessary as described herein and as directed by the Engineer.

The trees to be removed shall be designated by the Engineer.

The removal of stumps shall be done with mechanical equipment normally used for this type of operation. The Engineer shall have the authority to determine what is considered acceptable stump removal equipment. Saws, axes, and similar items shall not be considered proper equipment for removal of stumps over six (6) inch diameter.



Area where tree(s) have been removed shall be restored to turf grass. All work shall meet the requirements of Section 250 of the Standard Specifications, except herein.

## <u>Turf Restoration Requirements:</u>

- Wood chips must be removed and properly disposed of.
- Area shall be left smooth and level to maintain uniform surface and appearance. Grade as necessary, place or remove topsoil if required.
- Agricultural Ground Lime Stone nor fertilizers will be required.
- Seed bare soil with Seeding, Class 2A and install erosion control blanket.
- Seeding shall be conducted April 1 to June 15 or August 1 to November 1.
- Wood chips must be raked out of surrounding turf or swept off the surrounding hardscape (sidewalks/streets/curbs/etc.).
- All debris that results from this operation shall be removed from the right-of-way and disposed of at the end of the day in accordance with Article 202.03.

<u>Method of Measurement:</u> This work will be measured per unit of diameter where one unit is equal to 1 inch and will be paid for at the contract unit price per unit diameter for TREE REMOVAL (6 TO 15 UNITS DIAMETER) and TREE REMOVAL (OVER 15 UNITS DIAMETER) including restoration of the turf area.

Placement of topsoil; Seeding, Class 2A; and erosion control blanket shall be included in the cost of TREE REMOVAL (6 TO 15 UNITS DIAMETER) and TREE REMOVAL (OVER 15 UNITS DIAMETER). Topsoil shall be in accordance with the requirements of Section 211. Excelsion blanket shall be applied in accordance with Article 251.04 of the Standard Specifications.

If the inspection discloses any work as being unsatisfactory due to erosion and/or the seed does not fully establish, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions and correct the unsatisfactory work. The limits and magnitude of the repairs are at the discretion of the Engineer. The cost of any repair shall be included in the cost of the Contract and will not be paid for separately. Work that is not acceptable on the inspection date will not be measured for payment.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per EACH for TREE REMOVAL (6 TO 15 UNITS DIAMETER) and TREE REMOVAL (OVER 15 UNITS DIAMETER) which unit price shall include the cost of all labor, transportation, materials, hauling, loading, unloading, placing, installing, removing, equipment, disposal of all materials off-site, topsoil, seed, erosion control blanket, materials, clean-up, and incidentals required to complete the work as specified herein to the satisfaction of the Engineer.



## SELECTIVE CLEARING

<u>Description.</u> This work shall consist of extensive removal and disposal of shrubs, brush, fallen trees and limbs, debris (including rocks, bottles, etc.) and selected trees up to six (6) inches in diameter. Selective clearing shall include removal of typical amounts of litter and debris encountered during tree removal operations. All trees and shrubs to be saved shall be carefully protected as provided by Article 201.05 of the Standard Specifications. Locations for selective clearing and vegetation to be saved shall be designated by the Roadside Development Unit. Contractor shall contact a representative of the Roadside Development Unit at (847) 705-4171 at least 2 weeks prior to work.

Damages to existing vegetation to remain, such as broken limbs, or other plantings or roadside appurtenances caused by the Contractor's tree removal or trimming operations shall be repaired at the Contractor's expense to the satisfaction of the Engineer.

The undesirable trees and brush (i.e. Tree of Heaven, Callery Pear, Siberian Elm, European Buckthorn, Mulberry, Ash, Russian Olive, Eurasian Honeysuckle, etc.) shall be cut flush with the ground. All stumps shall be cut flat with no sharp points, and less than two (2) inches of surrounding grade.

All stumps shall be treated with an approved resprout herbicide mixed with a marking dye within twenty-four (24) hours of the tree being cut to prevent regrowth from those stumps. Resprout herbicide shall be included in the cost of SELECTIVE CLEARING.

All herbicides shall be applied according to the manufacturer's label specifications. Contractor's personnel applying the resprout herbicide shall have a valid pesticide applicator license issued by the Illinois Department of Agriculture.

Branches on remaining trees shall be pruned off up to 6 feet from the ground.

All cleared areas shall be graded, trimmed, smoothed, finished uniformly, and left ready to be seeded and blanketed to the satisfaction of the Engineer with equipment approved by the Engineer. The ground shall be relatively free of rocks over 1 ½ inch diameter, slash, and sticks or other foreign material which will prevent the close contact of the mulch or blanket. Disposal of material shall be done in accordance with Article 202.03.

Damage to the turf, such as ruts or wheel tracks more than 2 inches (50 MM) in depth, caused by the selective clearing operation shall be repaired at the Contractor's expense.

<u>Method of Measurement.</u> Selective clearing will be measured in units of 1,000 square feet. The unit price shall include the cost of all material, equipment, labor, disposal, and incidental items required to complete the work as specified herein and to the satisfaction of the Engineer.

If the inspection discloses any work as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions and correct the unsatisfactory work. Areas not meeting the satisfaction of the Engineer shall not be measured for payment. Plan quantities are estimates only. Actual quantities will be measured in place. Agreement to plan quantities will not be allowed.

Revised 9-11-2025

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per UNIT for SELECTIVE CLEARING. Payment for selective clearing shall include the cost of all minor grading, debris removal and disposal, trimming, pruning, smoothing, finishing, labor, materials, tools, and equipment required to complete the work as specified herein and to the satisfaction of the Engineer.

### 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 reciprocating saw blade for cutting tree roots or similar cutting 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 include 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 include 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 shall be done by excavation equipment, 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 dripline 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.

#### SUPPLEMENTAL WATERING

This work will include watering sod at the rates specified and as directed by the Engineer.

<u>Schedule:</u> Watering will only begin after the successful completion of all period of establishment requirements. Water sod a minimum of twice a week. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. The Contractor shall give an approximate time window of when they will begin at the work location to the Engineer. The Engineer shall be present during the watering operation. A minimum of 10 units of water per day must be applied until the work is complete.

Should the Contractor fail to complete the work on a timely basis or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department liquidated damages as outlined in the "Failure to Complete Plant Care and Establishment Work on Time" special provision.

In fixing the damages as set out herein, the desire is to establish a mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of the trees if the watering is delayed. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

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 hours later.



<u>Source of Water</u>: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

<u>Rate of Application</u>: The normal rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

27 gallons per square yard for Sodded Areas

<u>Method of Application</u>: Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water flow beyond the periphery of the bed. Water shall slowly infiltrate into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

<u>Method of Measurement</u>: Supplemental watering will be measured in units of 1000 gallons of water applied as directed.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per UNIT of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

### GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING

<u>Experience.</u> The Contractor shall have previous experience with the use of weed control chemicals. They shall have had at least three (3) season's experience in ecological restoration and the ability to identify and differentiate between targeted weeds and vegetation to remain. The Contractor shall observe and comply with all sections of the Illinois Custom Spray Law, including licensing. Contractor personnel applying herbicides shall have a valid pesticide applicator license issued by the Illinois Department of Agriculture.

The licensed pesticide applicator shall attend the preconstruction meeting and submit their current license to the Engineer. The licensed pesticide applicator shall be qualified at a minimum in Right-of-Way and Aquatics. The licensed applicator shall work on-site.

Equipment. The equipment used shall consist of a vehicle-mounted tank, pump, spray bar and handgun, plus any other accessories needed to complete the specified work. Spraying shall be done through multiple low-pressure flooding or broad jet nozzles mounted on spray bars operated not more than 36" above the ground. If different sizes or types of nozzles are used to make up the spray pattern, the pressure, sizes, and capacities shall be adjusted to provide a uniform rate of application for each segment of the spray pattern. Hand spray guns may be used for spraying areas around traffic control devices, lighting standard and similar inaccessible areas. Maximum speed of the spray vehicle during application of chemical shall be ten (10) miles per hour.

Pumps used shall have a volume and pressure capacity range sufficient to deliver the mixture at a pressure to provide the required coverage and to keep the spray pattern full and steady without pulsation or excessive pressure as to cause fogging. Maximum pressure for application shall be 15 PSI. Quick acting shut-off valves and spring-loaded ball check valves shall be

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provided to stop the spray pattern with a minimum of nozzle drip. In areas where the spray vehicle must traverse the right-of-way, a four-wheel drive vehicle with flotation tires will be required to minimize damage to the ground surface.

Additional equipment used shall consist of swiping gloves, wicks, wands, hand spray guns and/or backpack sprayers, plus any other accessories needed to complete the specified work as directed by the Engineer. Wick applicators, swiping gloves, or other such devices may be required to ensure herbicides are applied only to target species. If hand spray guns used are attached to spray vehicle, maximum speed of the spray vehicle during application of chemical shall be five (5) miles per hour. In areas where a vehicle is needed to traverse the right-of-way, a four-wheel drive vehicle with flotation tires will be required to minimize damage to the ground surface.

Prior to beginning work, the Contractor shall obtain approval from the Engineer of the spraying equipment proposed for completing this work. The proposed equipment shall be in an operational condition and available for inspection by the Engineer at least two (2) weeks prior to the proposed starting time. If requested by the Engineer, the Contractor shall demonstrate the calibration of the equipment.

The equipment must provide consistently uniform coverage and keep the spray mixture sufficiently agitated or the work will be suspended until the equipment is repaired or replaced.

<u>Spraying Areas.</u> This work includes roadsides and other types of rights-of-way of various widths and gradients. Spray areas often extend more than thirty (30) feet from the edge of the roadway, requiring both spray bar and handgun applications.

When the description of work requires weed control of a stated species, such as teasel, the chemical shall be applied only to locations where the stated species is present. When the description of work requires general weed control within a bed or area, such as broadleaf weed control in turf, then the chemical shall be applied to the entire bed or area.

<u>Exclusion of Spraying Areas.</u> Areas where weed control spraying is inappropriate or detrimental to the environment, desirable planting, or private property shall be excluded from the spray area.

Spraying will not be permitted over any drainage swales or waterways, or other areas where the chemical label prohibits application. Spraying will not be permitted within 150 feet of a natural area or site where endangered or threatened species occur.

Responsibility for Prevention of Damage to Private Property. The Contractor shall, at all times, exercise extreme caution to prevent damage to residential plantings, flower or vegetable gardens, vegetable crops, farm crops, orchard or desirable plants adjacent to the roadside.

The Contractor or Department receives a complaint; the Contractor shall inspect the complaint within ten (10) days after receiving a claim for damages. The Contractor, or their authorized representative, shall make a personal contact with the complainant within twenty (20) days. The Engineer shall also be notified by the Contractor of all claims for damage he received and shall keep the Engineer informed as to the progress in arriving at a settlement for such claims.



<u>Communication with the Engineer.</u> The Contractor is required to communicate with the Engineer to receive all required approvals in a timely way and to assure that the Engineer can accurately document the work performed.

All herbicide application shall be directly supervised by the Engineer for quality assurance and for payment purposes. If the Contractor performs work without the Engineer's supervision, work will not be paid for.

It shall be the Contractor's responsibility to assure that all chemical containers are opened and added to the spray mixture in the presence of the Engineer.

The Contractor shall obtain approval from the Engineer to proceed with spraying at each location 24 hours prior to the proposed spray operations.

The Contractor's superintendent shall closely coordinate the 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 another mutually agreed upon location. The superintendent shall communicate with the Engineer in the field during weed control activities 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.

<u>Notification of Pesticide Application.</u> The Contractor will be required to properly provide notification of pesticide application as required by the IL Public Act 103-0976 (Pesticide Application on Rights-of Way Notification Act).

Two weeks prior to the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete Operations form "OPER 758" which may be found at the following link: <a href="https://idot.illinois.gov/resources/forms.html">https://idot.illinois.gov/resources/forms.html</a>

The Contractor shall return the completed form to the Engineer. The completed form will be uploaded on the IDOT website as required by the Department of Agriculture and IL Public Act 103-0976 at:

https://idot.illinois.gov/transportation-system/environment/natural-resources/roadside-maintenance/pesticide-application.html

The Contractor shall confirm submission of the form has been uploaded before starting spraying operations. Submissions will be sorted by District (One) and county (Cook, DuPage, Kane, Lake, McHenry, or Will). Allow at least a week for notifications to be uploaded.

<u>Pesticide Application Daily Spray Record.</u> The Contractor will be required to properly track pesticide applications as required by the ILG87 Permit. Reported data from this form will be collected and complied annually and reported to the IEPA as required.

Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form "OPER 2720". OPER 2720 may be found at the following link:



https://idot.illinois.gov/resources/forms.html

## FAILURE TO COMPLETE PLANT CARE AND ESTABLISHMENT WORK ON TIME

Should the Contractor fail to complete the plant care and/or supplemental watering work as per the standard specifications or within 24 hours notification from the Engineer, or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of:

\$20.00 per sq yd sod/per day

not as penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of the sod if the watering or plant care is delayed. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

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 hours later.

