June 7, 2011

SUBJECT: FAI Route 55 (I-55)

Section 2011-028-I Cook & DuPage Counties Contract No. 60P29

Item No. 82, June 17, 2011 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 the Table of Contents to the Special Provisions.
- 2. Revised pages 7, 8, 9 & 36 of the Special Provisions.
- Revised sheet 2 of the Plans.

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.

Tete aluklye P.E.

**Engineer of Project Management** 

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

TBW:MS:jc

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7. BASIS OF PAYMENT: Expressway cleaning will be paid for at the contract unit price per Each for FULL EXPRESSWAY CLEANING CYCLE.

Litter Picking shall be paid for at the contract unit price per Each for LITTER PICKING CYCLE.

Sign cleaning shall be paid for at the contract unit price per Each for SIGN CLEANING CYCLE.

Priority Sweeping shall be paid for at the contract unit price per Mile for PRIORITY SWEEPING.

Laboring will not be paid for as a separate item, but the cost shall be considered as included in the contract unit prices for the cleaning cycles involved and no additional compensation will be allowed.

- 8. QUANTITIES: The quantities of cleaning cycles and curb miles specified in this contract are estimated amounts and are intended as approximations to be used for bidding purposes only. The contractor shall understand before bidding that all individual estimated shoulder and curb mile limits shown will stand as shown regardless of whether the mileage is low or high. No additional mileage compensation will be allowed. It shall be understood that the unit prices of this contract will prevail throughout the period of this contract.
- 9. CONTRACT BOND: The successful bidder, at the time of execution of the contract shall deposit with the Department in accordance with the Standard Specifications for Road and Bridge Construction, a surety bond in the amount of five hundred thousand dollars (\$500,000). The form of the bond shall be that furnished by the Department, and the surety shall be acceptable to the Department.

# 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.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS: **701101**, 701426 and 701901.

## **DETAILS:**

 Typical Application of Traffic Control Devises - Highway and Sign Cleaning Operations - Day Time only

 Traffic Control Details for Freeway Shoulder Closures and Partial Ramp Closures

# SPECIAL PROVISIONS:

- Work Zone Traffic Control
- Keeping Expressway Open to Traffic
- Failure to Open Traffic Lanes to Traffic
- Truck Mounted/ Trailer Mounted Attenuators (BDE)
- Post Mounting of Signs (BDE)

### WORK ZONE TRAFFIC CONTROL AND PROTECTION

This Special Provision amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007, and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

701.19 - Method of Measurement: Revise this Article to read:

"Traffic Control and Protection will not be measured for payment."

701.20 - Basis of Payment: Revise this Article to read:

- "(a) Traffic Control and Protection will not be paid for as separate items, but the costs shall be considered as included in the contract unit prices for the cleaning items involved and no additional compensation will be allowed.
- (b) Should the Engineer require additional signs, flaggers, barricades or other traffic control devices over and above those specified, they will be paid for according to Article 109.04.
  - When the contractor requests a change in the traffic control, any additional flaggers will be at the contractor's expense.
- (c) Traffic control and protection required for Supplemental Sweeping authorized for Expressway and Inner City Expressway Night Cleaning Only locations shall be paid for separately in accordance with Article 109.04."

#### **KEEPING THE EXPRESSWAYS OPEN TO TRAFFIC**

#### 1. GENERAL

The Contractor shall not park any equipment or vehicles unnecessarily on the shoulder. Whenever work is in progress adjacent to the traveled way, the Contractor shall provide necessary traffic control signs to warn the public and protect the work site as required herein or as provided in the Standards. The Contractor shall remove all equipment from the shoulder and median after working hours every day of the week. Also, the contractor's personnel shall be prohibited from crossing the roadway and all pedestrian movements on the Freeway will be limited to barricaded areas.

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The Contractor shall request and gain approval from the Illinois Department of Transportation's' Expressway Traffic Operations Engineer (847-705-4151 or 4155) twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and seventy-two (72) hours in advance of all permanent closures on all Freeways and/or Expressways in District One.

All lane closures shall be removed during adverse weather conditions such as rain, snow and/or fog and as determined by the Engineer. The contractor shall implement this contract requirement without Department instruction.

Additional lane and shoulder closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events. Major construction projects may also require additional restrictions on some expressways.

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed below. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures within one (1) mile of each other in one direction of the expressway shall be on the same side of the pavement and any lane closure within a half (1/2) mile of each other should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be five (5) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at the locations approved by the Engineer.

# 2. EXPRESSWAY DAY CLEANING

Moving One lane closures shall only be permitted between 9:00 AM and 1:00 PM for all outbound traffic and 10:00 AM and 2:00PM for all inbound traffic on Monday through Friday, and between 5:00 AM and 2:30 PM on Saturday and Sunday.

Shoulder closures and partial ramp closures shall only be permitted between 9:00 AM and 3:00 PM for all outbound traffic and inbound traffic on Monday through Friday, and anytime on Saturday and Sunday for LITTER PICKING only.

## **EXPRESSWAY CLEANING**

## 1. LOCATION: Full cleaning cycles

The areas of work are all parts of the expressway. Areas to be cleaned are those with hard surfaces and will include stabilized surfaces under guardrail, ramps, curbs, gutters, medians (striped, raised, corrugated, barrier), gores, stabilized shoulders, wheel guards, bridge decks, bridge medians, bridge sidewalks, walkways underneath bridges and traveled lanes as required. Rubbish shall be removed from all stabilized surface areas and under any guardrail.

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(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Whether covered by (1), (2) or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid. Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

(d) Other Obligations of Contractor. Upon payment of a claim under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this Provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this Provision."

# FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC

Effective: March 22, 1996 Revised: February 9, 2005

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified under the Special Provisions for "Keeping the Expressway Open to Traffic", the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ 2,300 /15 min

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.