



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 29, 2013

SUBJECT: FAP 369 (75th Street)
Project M-CMM-4003(220)
Section 12-00233-07-PV
DuPage County
Contract No. 63851
Item 013
November 8, 2013 Letting
Addendum (A)

NOTICE TO PROSPECTIVE BIDDERS:

Due to clarify information necessary to revise the following:

- 1. Revised page IV of the Index to the Special Provisions.**
- 2. Added pages 337 & 338 to the Special Provisions.**
- 3. Revised sheets 54, 56, 57 & 58 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,

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

DRAINAGE STRUCTURES TO BE RECONSTRUCTED.....	127
DRAINAGE STRUCTURES TO BE REMOVED.....	128
WOOD FENCE.....	128
PROTECTION OF EXISTING TREES.....	128
PORTLAND CEMENT CONCRETE SURFACE REMOVAL (COLD MILLING).....	132
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES.....	132
TEMPORARY CHAIN LINK FENCE.....	137
CONNECTION TO EXISTING CULVERT.....	137
STORM SEWER (WATER MAIN REQUIREMENTS).....	138
MANHOLES, TYPE A, 6'-DIAMETER, WITH 2 TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE.....	138
ADJUSTMENTS AND RECONSTRUCTIONS.....	139
COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL, AND BEDDING (D-1).....	140
DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1).....	140
MANHOLES, TYPE A.....	142
CATCH BASINS, TYPE A.....	142
CATCH BASINS, TYPE C (SPECIAL).....	142
FRAMES AND LIDS TO BE ADJUSTED (SPECIAL).....	143
CORRUGATED MEDIAN REMOVAL.....	143
IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION	144

SWPPP 147

SOILS BORINGS 154

PRELIMINARY SITE INVESTIGATION (PSI) REPORT 165

INCENTIVE/DISINCENTIVE FOR CASS AVENUE CONSTRUCTION 337

iv

INCENTIVE/DISINCENTIVE FOR CASS AVENUE CONSTRUCTION

Description. The purpose of this Special Provision is to ensure the least amount of disruption to motorists by the requirement that parts of the staged construction be completed within a defined timeframe. Specifically, the time the number of lanes open on Cass Avenue will be reduced shall be minimized as specified below. The Contractor shall note that the work is based on an expedited work schedule.

The full traffic configuration includes five (5) lanes open to traffic along Cass Avenue for the entire length of the improvement. This includes two southbound lanes, two northbound lanes, and a left-turn lane/median.

The Contractor shall schedule construction operations such that lane closures are not required along Cass Avenue for more than the allotted time.

The allotted time for the work is 45 calendar days.

The allotted time shall start when any lane is closed along Cass Avenue. The allotted time shall end when traffic is returned to the full traffic configuration with the following conditions:

- Pavement in place for safe travel, up to and including HMA Binder Course
- Driveways in place for safe travel, up to and including HMA Binder Course
- Temporary ramps or wedges as needed
- Temporary pavement markings
- Temporary traffic signals configured for new lane assignments
- Sidewalks and bikepaths

The following are not required for return to the full traffic configuration:

- Medians
- Topsoil and landscaping
- HMA Surface Course

It is understood that daily lane closures may be required along Cass Avenue for installation of temporary traffic signals, and that this will not be considered as part of the allotted time.

Failure to Complete the Work on Time: Should the Contractor fail to complete the work within the allotted time or within such extended time allowed by the Department, the Contractor shall be liable to the Department in the amount of five thousand dollars (\$5,000) not as a penalty but as liquidated and ascertained damages for each calendar day beyond the allotted time or extended time as may be allowed. Such damages may be deducted by the Department from any monies due the Contractor.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work because the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult to ascertain, and a matter of argument and unprofitable litigation. This mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway. The Department shall not be required to provide any actual losses to recover these liquidated damages provided herein, as these

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.

Incentive Payment Plan: The nature of this project is such that delays and inconvenience to motorists and the community need to be reduced to the maximum extent possible. On this basis, the Contractor shall be entitled to an Incentive Payment for the staging of work as set forth above.

The Incentive Payment shall be paid at the rate of five thousand dollars (\$5,000) per calendar day for each day of completion prior the end of the allotted time period. The maximum payment under this incentive plan will be limited to ten (10) calendar days.

A calendar day is every day on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later. No payment will be paid for any day less than twenty-four hours.

Should the Contractor be delayed in the commencement, prosecution, or completion of the work for any reason, there shall be no extension of the incentive payment calculation period even though there may be granted an extension of time for completion of the work, unless significant extra work is added to the contract by the Department. No Incentive Payment will be made if the Contractor fails to complete the work before the allotted time or within such extended time allowed by the Department. Failure of the Contractor to complete the work as required by this Special Provision shall release and discharge the State, the Department and all of its officers, agents, and employees from any and all claims and demands for the payment of any incentive amount or damages arising from the refusal to pay any incentive amount.