



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

April 8, 2024

SUBJECT FAI Route 55 (I-55/Stevenson)
Section FAI 55 23 Litter 2
Cook County
Contract No. 62W09
Item No. 29, April 26, 2024 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 2, 3, 8 & 10-12 of the Special Provisions

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,

A handwritten signature in black ink, appearing to read 'Jack A. Elston'.

Jack A. Elston, P.E.
Bureau Chief, Design and Environment

MTS

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Revised 4/8/2024

CONTRACT COMPLETION DATE

The Contractor shall schedule his/her operations in order to complete all work and open all roadways to traffic on or before **May 31, 2025**.

The Provisions of Article 108.09 of the Standard Specification shall apply to the contract completion date.

TERM OF CONTRACT

The term of this contract shall be from the contract execution to **May 31, 2025**.

LITTER PICKING

Description

The work to be completed under this contract consists of Litter Picking the right of ways using either a manual or mechanical method to remove garbage and debris within the Right of Way from the right hand side edge of shoulder to the Access Control Fence (pedestrian barrier, woven wire fence, sound or retaining walls, etc.) adjacent to the State-owned roadways. Where temporary or permanent concrete barriers are present, both sides of the barrier are to be cleaned up to the Access Control Fence. Where ramps are present, both sides of the expressway ramps shall be cleaned up to edge of shoulder or the Access Control Fence, this includes all in-fields and clover ramps no matter how large.

Revised 4/8/2024

PUBLIC CONVENIENCE AND SAFETY (D1)

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After”

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

Revised 4/8/2024

PROSECUTION OF THE WORK

The Engineer will issue a work order to the Contractor prior to the Contractor proceeding with any work on this Contract. Terms of Contract are specified in these Special Provisions.

The contractor shall understand before bidding that the plan schedule of starting and completion dates may be revised due to the Department's operational needs. There is no guaranteed minimum or maximum of any Pay Item Work.

INTERPRETATION OF QUANTITIES

The quantities shown in the Summary of Quantities are approximate to perform the cleaning work that may occur during the Term of Contract.

The quantities in the Summary of Quantities may be increased, decreased or deleted. Adjustments in contract unit prices will not be made due to an increase, decrease or deletion of items.

INTERIM COMPLETION DATE (VIA CALENDAR DAYS)

The Contractor shall complete each Litter Picking Work Order on or before the completion date as stated in the Work Order which will be based upon 14 calendar days regardless of over lapping work orders.

The completion date will be determined by the issuance date of the work Order adding the specified number of calendar days to the date the Work Order has been issued, unless a delayed start is granted by the Engineer. Failure to complete the Litter Picking in the required calendar days will result in Liquidated damages as stated in Failure to Complete Work on Time section.

FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Interim Completion Date (via Calendar days)", 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 **\$1,000.00**, not as a 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.

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If a section of roadway scheduled to be cleaned cannot be completed due to unforeseen highway operational reasons; including, but not limited to, areas of roadway under construction during the period of the contract and emergency conditions resulting in closures or restrictions for safety purposes, that portion(s) of a litter picking work order shall be deleted from the contract. The section of roadway deleted may be returned to the contract, at the direction of the Engineer, when highway operational reasons no longer require the section of roadway to be deleted. When a section of roadway is returned to the contract the work will be paid at the same pay by MILE that was deleted and no additional compensation will be allowed. The Contractor shall indicate all sections of roadway deleted from the work order, including mileage and the reason for deletion, on the Report of Contractor's Daily Work.

2. PERFORMANCE OF WORK:

- A. Work Direction: Cleaning equipment and workers will move in the same direction as traffic.
- B. Damage to State Property: The Contractor must perform the work in a manner that will not disturb or damage State Property. Curbs, guardrails, fences, railings, light poles, delineators, semi-permanent cones and barricades, signs and the like must not be damaged or disturbed. If State property is damaged or disturbed, the cost of repairs or replacement will be borne by the Contractor.
- C. Inconvenience: The Contractor will prosecute the work in a manner that will minimize the inconvenience to the motoring public. The Contractor shall create neither air pollution with dust nor hazardous conditions with water on the pavement.
- D. Traffic Obstruction: Should the operations of the Contractor be performed in a manner that causes traffic to congest to a degree which is unsatisfactory to the Engineer, the Contractor will, at the discretion of the Engineer, cease work until the Engineer decides work can resume without undue traffic congestion.
- E. Disposal of Waste: Removal and disposal of all waste and deceased animal carcasses collected during the prosecution of this work will be the responsibility of the Contractor and will be disposed of by the Contractor at his expense. If the deceased animal carcasses are of nominal size the contractor shall contact the Engineer and request that it be disposed of in another approved manor. All applicable laws and ordinances related to the hauling, handling and disposition of such material shall be complied with by the Contractor. This applies especially to spillage, covered loads in trucks and legal dumping depots such as a commercial land fill operation.
- F. Solid Waste Management Site: The Contractor will not be allowed to use any State right-of-way or any existing Department solid waste management site as part of this contract. The Contractor may procure an Illinois Environmental Protection Agency, Bureau of Land permit to develop and operate a private solid waste management site to transfer non-hazardous waste generated from street sweeping. The cost of developing and operating a private solid waste management site shall be considered as included in the contract unit prices bid for the work, and no additional compensation will be allowed.

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G. Items to be Litter Picked: The items required for Litter Picking includes but not limited to:

- Debris, animal carcass, dead bushes, broken branches, limbs, discarded fruits and vegetables.
- Paper and cardboard including containers and boxes. Plastic including container, boxes bags and bottles. Glass and broken glass, including bottles and the result of breakages of vehicle glass. Wood including containers, boxes and construction debris.
- Scrap metal of all sorts
- Pallets and furniture
- Vehicle parts, tires, rims, including all vehicle parts from accidents, breakdowns or car fires.
- Fabrics including clothing, rags, curtains and carpet.
- Rubble including concrete, plaster, bricks, blocks and other building and landscaping waste and materials, and any other discarded objects deposited on the highway Right of Way.
- “Small items” shall mean items of the size of cigarette ends, drink can ring pulls and similar size or smaller shall not be included in the Litter Picking unless instructed by the Engineer.

3. EQUIPMENT AND LABOR: The Contractor is hereby informed and shall understand that sufficient equipment and labor force shall be provided and maintained so that the various work orders are satisfactorily completed within the allotted time and that work orders are started in close conformance with the Schedule of Starting Dates shown in the special provisions and plans regardless of overlapping.

Labor, material and equipment will remain on State right-of-way only for such time as is necessary to successfully prosecute the cleaning work required by the contract. Maintenance or over-night parking of equipment will not be permitted on State right-of-way.

All vehicles are to be equipped with high intensity amber strobes. Strobes, headlights and flashers shall be displayed at all times when work is performed.

All personnel working under this contract will be required to wear an approved flagger vest when not in a vehicle.

4. EXTRA WORK: If the Contractor is required by the Engineer to perform cleaning work other than that delineated in these Special Provisions, payment for such work will be in accordance with Article 109.04 of the Standard Specifications.
5. METHOD OF MEASUREMENT: The satisfactory completion of Litter Picking will be the standard measurement for payment.

It shall be the Contractor's responsibility to notify the Engineer when each work order is completed on any designated routes.

Litter Picking will be measured for payment in miles of expressway shoulder cleaned and in miles of rounded down to the tenth of a mile. A standard automobile odometer shall be used by the Engineer to make the measurements. Litter Picking not authorized in writing by the Engineer will not be measured for payment.

It shall be the Contractor's responsibility to notify the Engineer when litter picking is completed.

6. BASIS OF PAYMENT: Litter Picking will be paid for at the contract unit price per mile for LITTER PICKING.

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7. **QUANTITIES:** The quantities of lineal 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 mile limits shown for each expressway 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.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

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