



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 18, 2014

SUBJECT: FAP Route 310 (IL 255)
Project ACHSIP-0310(152)
Section 60-12-J
Madison County
Contract No. 76G68
Item No. 095, February 28, 2014 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 Table of Contents Page i.
2. Revised page 19 of 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,

John D. Baranzelli, P.E.
Acting Engineer of Design and Environment

A handwritten signature in cursive script, reading "Ted B. Walschleger P.E.".

By: Ted B. Walschleger, P. E.
Engineer of Project Management

cc: Mary C. Lamie, Region 5, District 8; N. R. Stoner; Matt Mueller, Tim Kell;
D. Carl Puzey; Estimates

HM/kf

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- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

GUARDRAIL

The guardrail posts shall be driven through holes cored in the HMA shoulder from STA 833+25 to STA 845+00. The void around each post shall be backfilled with earth or aggregate and capped with 3 in. of HMA or grout.

This work shall be included in the cost per foot of STEEL PLATE BEAM GUARDRAIL, of the type specified.

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