



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 22, 2006

SUBJECT: FAI Route 94

Project IM-NHI-094-3 (402) 061  
Section (1516.1, 1717 & 1818) R-4  
Cook County  
Contract No. 62304  
Item No. 3X, May 26, 2006 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 8 of the 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,

Michael L. Hine  
Engineer of Design  
and Environment

A handwritten signature in black ink, appearing to read 'Ted B. Walschleger P.E.'.

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

cc: Diane O'Keefe, Region 1, District 1; N. R. Stoner; E. E. Harm; Roger Driskell; R. E. Anderson; Estimates; Design & Environment File

TBW:MS:jc

Tunnel Roof Repair Work: Start Date

The Contractor will not be allowed to proceed with any deck repair or waterproofing membrane work on the I-57 tunnel roofs over I-94 and the CTA prior to September 1, 2006. This is necessary to allow Contract 62593 (23) time to repair the tunnel ceiling and interior walls prior to construction on top of the tunnel.

**INTERIM COMPLETION DATE (STAGE 1)**

The Contractor shall complete all items of work necessary to place traffic in the configurations as shown on "Winter Lane Configuration" staging plans by November 30, 2006. The configurations shall provide for the number of open lanes as listed below, with 10 ft. wide outside shoulders along all roadways:

- |                     |                 |              |   |
|---------------------|-----------------|--------------|---|
| ○ NB Dan Ryan       | Sta. 2206+02 to | Sta. 2316+00 | 4 |
| ○ NB Bishop Ford    | Sta. 1990+00 to | Sta. 2004+74 | 3 |
| ○ NB Bishop Ford    | Sta. 2004+74 to | Sta. 2045+37 | 2 |
| ○ NB I-57           | Sta. 191+42 to  | Sta. 224+86  | 3 |
| ○ NB I-57           | Sta. 224+86 to  | Sta. 254+89  | 2 |
| ○ EB Connector Sta. | Sta. 415+06 to  | Sta. 427+38  | 2 |

*Maintenance of Traffic plans and construction sequences are intended as suggested traffic staging concept. The interim completion date of November 30, 2006 for Stage 1 is intended for the completion of pavement in lanes 4 and 5 and the necessary temporary pavement fill ins to meet the winter lane configuration and safely open these lanes to traffic. Stage 1a is suggested for completion for 2006 but is not mandatory for the Incentive Payment Plan Stage 1 Interim Completion Date.*

**FAILURE TO COMPLETE THE WORK ON TIME (STAGE 1)**

Should the Contractor fail to complete the work on or before the completion date or dates as specified in the Special Provision for "Interim Completion Date (Stage 1)", 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 \$10,000, 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.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult to ascertain, and may become 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 use of the roadway if the Contract is delayed in completion. 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.

Revised 05/22/2006