September 8, 2010

SUBJECT: FAI Route 57 (I-57)

Section 1414.2B Cook County Contract No. 60J27

Item No. 95, September 17, 2010 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 pages i & v of the Table of Contents to the Special Provisions.
- Revised pages 4 & 5 of the Special Provisions.
- Added pages 320 322 to the Special Provisions.

This addendum revises the Completion Date and adds Interim Completion Dates to the contract.

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.

Tett Deluklyon P.E.

**Engineer of Project Management** 

cc: Diane O'Keefe, Region 1, District 1; Mike Renner; R. E. Anderson; Estimates

TBW:MS:jc

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The type of replacement frame or grate shall be determined by the Engineer, and replacement and payment for same shall be in accordance with Section 604 and Article 104.02 respectively, of the Standard Specifications unless otherwise noted in the plans or Special Provisions.

The Contractor shall take the necessary precautions when working near or above existing sewers and culverts in order to protect these pipes during construction from any damage resulting from his operations. All work and materials necessary to protect existing pipes damaged because of noncompliance with this provision shall be replaced as directed by the Engineer in accordance with Section 542 or 550 of the Standard Specifications and at the Contractor's own expense, and no extra compensation will be allowed.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers, culverts, or underdrains within the right-of-way other than those shown on the plans, he shall so inform the Engineer who shall direct the work necessary to maintain the facilities in service and to protect them from damage during construction. Complying with this requirement shall be considered as included in the costs of the various pay items involved.

#### **TOLLWAY PERMIT AND BOND**

Effective: January 13, 1989

The Contractor will be required to obtain a permit from the Illinois State Toll Highway Authority (ISTHA) and indemnify ISTHA in accordance with Article 107.26 of the Standard Specifications prior to initiating any lane closures on the Tollway or doing any work on the ISTHA right of way. As part of the permit, the Contractor will be required to post a surety bond with the ISTHA.

The Contractor will furnish a copy of the authorized permit to the Engineer.

Revised September 8,2010

## FAILURE TO COMPLETE THE WORK ON TIME

Effective: September 30, 1985 Revised: January 1, 2007

Should the Contractor fail to complete the work on or before the **FINAL AND INTERIM** completion dates as specified in the Special Provision for "Completion Date Plus Working 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 **\$3,325**, 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 of ascertainment, and 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 project 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.

## **CONTRACTOR COOPERATION**

The Contractor's attention is directed to the fact that other separate contracts may be under construction during the duration of this Contract and that the Contractor will be governed by Article 105.08 of the Standard Specifications.

The Contractor will coordinate proposed project start dates and sequence of construction with the Engineer and other Contractors to present an effective and timely schedule for successful completion of the project.

No additional compensation will be allowed the Contractor for the above requirements or for any delays or inconvenience resulting from the activities of other contractors.

## **SBC AMERITECH COORDINATION**

Existing underground facilities have been identified within the project limits. Relocations that have been coordinated have been identified in the special provision Status of Utilities to be Adjusted. All other existing utility data is provided for information only. However, the Contractor shall coordinate his construction with:

Mr. Dave Williams SBC Ameritech 2427 Union (2<sup>nd</sup> Floor) Blue Island, IL 60406

Phone Number: (708) 396-7615 (office)

Pager Number: (312) 514-7018

Revised September 8,2010

#### **COMPLETION DATE PLUS WORKING DAYS**

Effective: September 30, 1985 Revised: January 1, 2007 Revised: T Y Lin 08/10

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a FINAL completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on **November 1, 2012** except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 10 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the FINAL completion date, INTERIM completion dates and the number of working days.

Interim Completion Dates

The following INTERIM completion dates apply for staged construction:

Timeframe: Contract Award to March 6, 2011

Maintenance of Traffic Stage: Winter Shutdown - I.

Work: The Contractor may work on items that are off the I-57 and I-294 mainlines that do not require lane or shoulder closures including but not limited to:

Utility relocation

Electrical and traffic surveillance items and procurement submittals

Main Drain protection (piles, protective slab)

Embankment

MSE walls and submittals Structural steel submittals

Sub-structure work

**INTERIM COMPLETION DATE: March 6, 2011** 

Timeframe: March 7, 2011 to November 6, 2011

Maintenance of Traffic Stage: Stage 1 and Stage 2

Added September 8,2010

Work: As per plan.

**INTERIM COMPLETION DATE:** November 6, 2011

Timeframe: November 7, 2011 to March 4, 2012

Maintenance of Traffic Stage: Winter Shutdown - 2

Work: The Contractor may work on items that are off the I-57 and I-294 mainlines that do not

require lane or shoulder closures.

**INTERIM COMPLETION DATE:** March 4, 2012

Dates: March 5, 2012 to November 1, 2012.

Maintenance of Traffic Stage: Stage 3.

Work: Per plan.

FINAL COMPLETION DATE: November 1, 2012

## **MATERIAL TRANSFER DEVICE (BDE)**

Effective Date: June 15, 1999 Revised Date: January 1, 2009

<u>Description</u>. This work shall consist of placing <u>HMA surface course mixtures according to Section 406 of the Standard Specifications,</u> except that these materials shall be placed using a material transfer device.

<u>Materials and Equipment</u>. The material transfer device shall have a minimum surge capacity of 15 tons (13.5 metric tons), shall be self-propelled and capable of moving independent of the paver, and shall be equipped with the following:

- (a) Front-Dump Hopper and Conveyor. The conveyor shall provide a positive restraint along the sides of the conveyor to prevent material spillage. Material Transfer devices having paver style hoppers shall have a horizontal bar restraint placed across the foldable wings which prevents the wings from being folded.
- (b) Paver Hopper Insert. The paver hopper insert shall have a minimum capacity of 14 tons (12.7 metric tons).
- (c) Mixer/Agitator Mechanism. This re-mixing mechanism shall consist of a segmented, anti-segregation, re-mixing auger or two full-length longitudinal paddle mixers designed for the purpose of re-mixing the hot-mix asphalt (HMA). The longitudinal paddle mixers shall be located in the paver hopper insert.

Added September 8,2010

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## **CONSTRUCTION REQUIREMENTS**

<u>General</u>. The material transfer device shall be used for the placement of <u>all HMA surface</u> <u>course mixtures placed with a paver excluding shoulders</u>. The material transfer device speed shall be adjusted to the speed of the paver to maintain a continuous, non-stop paving operation.

Use of a material transfer device with a roadway contact pressure exceeding 20 psi (138 kPa) will be limited to partially completed segments of full-depth HMA pavement where the thickness of binder in place is 10 in. (250 mm) or greater.

<u>Structures</u>. The material transfer device may be allowed to travel over structures under the following conditions:

- (a) Approval will be given by the Engineer.
- (b) The vehicle shall be emptied of HMA material prior to crossing the structure and shall travel at crawl speed across the structure.
- (c) The tires of the vehicle shall travel on or in close proximity and parallel to the beam and/or girder lines of the structure.

<u>Method of Measurement</u>. This work will be measured for payment in tons (metric tons) <u>all HMA surface course</u> materials placed with a material transfer device.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per ton (metric ton) for MATERIAL TRANSFER DEVICE.

The various HMA mixtures placed with the material transfer device will be paid for as specified in their respective specifications. The Contractor may choose to use the material transfer device for other applications on this project; however, no additional compensation will be allowed.

Added September 8,2010