



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 2, 2011

SUBJECT: FAP 369 (75th Street)
Project M-9003(568)
Section 07-00232-04-WR
DuPage County
Contract No. 63632
Item 090
November 18, 2011 Letting
Addendum (A)

TO PROSPECTIVE BIDDERS:

Due to clarify information necessary to revise the following:

Proposal – Pages 56 & 57 of the Special Provisions.

Plans – Sheets 27, 28, 30-57.

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 Stitt
Acting Engineer of Design and Environment

A handwritten signature in cursive script, reading "Ted B. Walschleger" followed by "P.E." in a smaller font.

By: Ted B. Walschleger
Engineer of Project Development
and Implementation

INCENTIVE/DISINCENTIVE FOR STAGED 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 that 75th Street and Lemont Road at their intersection are limited to a single lane in each direction shall be minimized as specified below. The Contractor shall note that the work is based on an expedited work schedule.

Traffic Configurations:

- A. Preferred Traffic Configuration. The Plans include Stage 1 and Stage 2 in which traffic on 75th Street at the Lemont Road intersection consists of two thru-lanes, a left-turn lane, and a right-turn lane in each direction of 75th Street and Lemont Road.
- B. Reduced Traffic Configuration. The Plans include Stages 1A, 1B, 2A, and 2B in which traffic on 75th Street at the Lemont Road intersection consists of one thru-lane, a left-turn lane, and a right-turn lane in one direction, while the opposite direction has one thru-lane and a left-turn lane, and traffic on Lemont Road consists of one thru-lane, a left-turn lane, sometimes a right-turn lane in each direction.
- C. Reduced Traffic Configuration – Stage 2C Configuration. Traffic on 75th Street at the Lemont Road intersection shall consist of a minimum of two thru-lanes, a left-turn lane, and a right-turn lane in each direction, and traffic on Lemont Road shall consist of a minimum of one thru-lane, a left-turn lane, and a right-turn lane in each direction. The Contractor will not be allowed to combine the Lemont Road Stage 2C configuration with the 75th Street Stage 3 configuration.

The Contractor shall schedule his/her operations so as to utilize the Preferred Traffic Configuration (Stage 1 and Stage 2) to the greatest extent possible while the time in which Reduced Traffic Configurations (Stages 1A, 1B, 2A, 2B, and 2C) are in place is minimized. The Contractor will be allowed twenty-one (21) calendar days combined for Stages 1A and 1B, and twenty-eight (28) calendar days combined for Stages 2A, 2B and 2C. The Contractor should use the allotted time consecutively (e.g. 1→1A→1B→2...) and not split the allotted time between stages (e.g. 1→1A→1→1B→2...).

The allotted time shall start when traffic is reduced from the Preferred Traffic Configuration. The allotted time shall end when traffic is returned to a Preferred Traffic Configuration with the following conditions:

- Pavement 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

The following are not required for the Preferred Traffic Configuration:

- Sidewalks and bikepaths
- Medians on 75th Street
- Topsoil and landscaping

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 seven thousand five hundred dollars (\$7,500) 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 seven thousand five hundred dollars (\$7,500) 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 five (5) calendar days for Stages 1A and 1B combined, and five (5) calendar days for Stages 2A, 2B and 2C combined.

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.