



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 11, 2023

SUBJECT FAI Route 64 (I-64)
Project NHPP-HIBR-SQHC(418)
Section (41-6,41-6-1,41-7)RS-2;BSMART2023
Jefferson County
Contract No. 78604

Item No. 104, January 20, 2023 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 Schedule of Prices.
2. Revised pages 7 and 9 of the Special Provisions.
3. Revised sheet 2, 5-8, 10, 12, 16, 19-21, 28-29, 32, 67-104, 122, 142, 155, 168, and 434 of the Plans.

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

day beyond the date of completion or such extended time as may have been allowed for each completion requirement (each individual interim completion date and for the total completion date). 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 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 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 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.

Incentive Payment Plan: The nature of this project is such that the use of this roadway cannot be safely and efficiently used until all specified work is complete. On this basis, the Contractor shall be entitled to an incentive payment for the completion of all work as set forth by the date of completion.

The incentive payment shall be paid at the rate of \$5,000 per calendar day for each day of completion prior to November 15, 2024, for the completion of Stage 1, November 15, 2025, for the completion of Stage 2, and May 31, 2026, for the completion of the entire project (Stage 3). The maximum payment under this incentive plan will be limited to 10 calendar days per completion date.

A calendar day is every day on the calendar and starts 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 date 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 specified date of completion or within such extended time allowed by the Department. Failure of the Contractor to complete all work as required by the contract Stage 1, Stage 2, and Stage 3 before November 15, 2024, November 15, 2025 and May 31, 2026 respectively, 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.



The incentive payment shall be paid at the rate of \$1,500 for each day of Ramp Rental less than the amount of Ramp Rental days allowed by the Contract. The maximum number of incentive days under this plan will be two days.

No Ramp Rental incentive payment will be made if the Contractor fails to complete the work within the days allowed for Ramp Rental or within such extended time allowed for Ramp Rental by the Department. Failure of the Contractor to complete all work as required by the Contract within the days allowed for Ramp Rental 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 of damages arising from the refusal to pay any incentive amount.

Disincentive Plan (Ramp Rental Days Exceeding Allotted Days). The Contractor shall be liable to the Department in the amount of \$10,000 for each Ramp Rental day beyond the number of Ramp Rental days allowed in the Contract. There is no limit to the number of Ramp Rental days assessed that exceed the allotted days.

CHANGEABLE MESSAGE SIGNS

Revised 4/15/20

This work consists of furnishing, placing, and maintaining changeable message sign(s) according to Section 701 and the following:

A total of 3 changeable message signs shall be required in this contract. All signs must be in place and operational for a minimum of 14 calendar days prior to lane or roadway closures. Each sign shall state the day work will begin and delays are possible. The exact message will be approved by the Engineer. The Contractor may be required to relocate each sign multiple times during the contract at his or her expense. The exact location of the placement of these signs shall be determined in the field by the Engineer.

The furnishing, placing, and maintaining of portable changeable message sign(s) shall be included in the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).



DETOUR SIGNING

The work within this contract will cause a closure of the I-57 SB to I-64 WB ramp. All signing shall be furnished, erected, maintained, and removed by the Contractor as shown on the plans, unless otherwise noted in the plans. The Contractor shall provide specific Detour Route signs. Signs shall use 6" D black lettering on florescent orange background except for detour signing on freeways/expressways where all signs are required to have 8" lettering. Detour signs with the I-64 route shield will need to be white lettering on blue background.

All detour signs shall be in new or like-new condition at the start of the project. If an advanced warning or detour sign is damaged or becomes unreadable, this sign shall be replaced by a new or like new sign as directed by the Engineer. All signs shall meet current IDOT policy for retro-

Revised 1-9-2023