



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 4, 2021

SUBJECT FAP Route 344 (IL 83)  
Project NHPP-A8LJ(182)  
Section 2020-196-T  
DuPage County  
Contract No.62M69  
Item No. 157, June 11, 2021 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 iii of the Table of Contents to the Special Provisions
2. Revised page 190 of the Special Provisions
3. Added pages 218-219 to the Special Provisions

This addendum changes the contract from a Working Days Contract to a Completion Date Contract.

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

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Revised 6/4/2021

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

Revised 6/4/2021

### **COMPLETION DATE PLUS WORKING DAYS (D1)**

Effective: September 30, 1985

Revised: January 1, 2007

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

"When a 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, **July 29, 2022** 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.

(\*The completion date for **Triple Box Culvert installation (SN 022-8300) and associated roadwork on IL 83** shall be **November 30, 2021.**) Weekend work is anticipated to complete this work on time"

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 completion date and the number of working days.

### **INTERIM COMPLETION DATE**

The Contractor shall complete **Triple Box Culvert installation (SN 022-8300) and associated roadwork on IL 83** before **November 30, 2021.** Traffic staging on IL 83 will not be allowed after November 30,2021. Weekend work is anticipated to complete this work in time. Failure to complete the work to open the road without traffic control devices after the date mentioned will result in liquidated damages as stated in Failure to Complete Work.

Added 5/26/2021

**FAILURE TO COMPLETE THE WORK ON TIME (D1)**

Effective: September 30, 1985

Revised: January 1, 2007

Should the Contractor fail to complete the work on or before the completion date 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 **\$ 3,500**, 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.

Added 5/26/2021