ADDENDUM NO. 1
CITY OF PEORIA
Harrison Impact Zone Sidewalks 2015

Date of Addendum: March 26, 2015
Letting: April 1, 2015 at 11:00 AM

RE: Addendum No. 1 for Bid Package, Harrison Impact Zone Sidewalks - 2015, Peoria, IL

The following shall be considered part of the Contract Documents for the subject project and shall apply to all construction thereunder:

REVISED BID DOCUMENT (Issued with this Addendum):

1) Page 3, Proposal Item #5 - Change the completion date from JULY 21, 2015 to WITHIN 50
   CONSECUTIVE WORKING DAYS THAT START NO LATER THAN AUGUST 3, 2015.

2) Page 18, Failure to Complete Work On Time Section – Change the completion date from JULY 21,
   2015 to WITHIN 50 CONSECUTIVE WORKING DAYS THAT START NO LATER THAN AUGUST
   3, 2015.

Bidders shall acknowledge receipt of this addendum by inserting its number on Bid Form. Failure to do so may subject Bidder to Disqualification.

This Addendum consists of three (3) pages.

Sincerely,

Stephen Letsky, P.E.
Project Engineer

Public Works Department
3505 N Dries Lane
Peoria IL 61604
Ph: (309) 494-8800
F: (309) 494-8855
1. Proposal of __________________________________________________________
   i. (Name and Address of Bidder)

   For the improvement, designated in Paragraph 2 below, by the construction of sidewalk, combination curb
   and sidewalk, driveway pavement, ADA access ramps and adjustments are to be improved.

2. The contract documents for the proposed improvements are those prepared by TERRA Engineering, Ltd.
   and the City of Peoria Engineering Department and approved in March 2015 which contract documents are
   designated as HARRISON IMPACT ZONE, SIDEWALKS 2015.

3. The specifications herein referred to are the “Standard Specifications for Road and Bridge Construction,”
   prepared by the Department of Transportation of the State of Illinois and adopted by said Department on
   January 1, 2012. The undersigned agrees to accept, as part of the contract, the Special Provisions
   contained within this proposal.

4. The undersigned declares that he will comply with the applicable provisions of Section 100, General
   Requirements and Covenants.

5. The undersigned agrees to complete the work WITHIN 50 CONSECUTIVE WORKING DAYS THAT
   START NO LATER THAN AUGUST 3, 2015 unless additional time is granted in accordance with Article
   108.08 of the Specifications.

6. Accompanying this proposal is a bid bond, certified check, or cashier's check complying with the
   requirements of the Specifications, made payable to the City Treasurer of the City of Peoria, Illinois. If
   this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is
   hereby agreed that the check shall be forfeited to the awarding authority.

   The amount of the check or draft is $__________________.

   Attach Cashier’s Check or Certified Check Here
FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail to complete the work WITHIN 50 CONSECUTIVE WORKING DAYS THAT START NO LATER THAN AUGUST 3, 2015, the Contractor shall be liable to the City of Peoria at a rate of $750.00 per day for every day worked over the contract time to cover all costs incurred for engineering, inspection and other expenses incurred by the City of Peoria by reason of the Contractor’s failure to complete the work within the specified time, and such amount shall be deducted from the monies due the Contractor, not as a penalty, but as damages sustained.

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless the CITY OF PEORIA, its officers, agents, and employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of injury to or death of any person or persons, including all persons performing any work under this contract, which may arise in any way (except for a negligent act of the City of Peoria, its officers or employees) in connection with the work to be performed under this contract, including but not limited to, suits, actions or claims arising under "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration or removal of building, bridges, viaducts, and other structures, and to provide for the enforcement thereof,” approved June 3, 1907, (740 ILCS 150/1), as amended: the Contractor shall also indemnify and save harmless the CITY OF PEORIA, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property, on account of, or in consequence of, any neglect by Contractor or a Subcontractor in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any infringements of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the "Workers Compensation Act,” or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the ENGINEERING DIVISION; or, in case no money is due, his surety shall be held until such suits, actions, or claims have been settled and suitable evidence to that effect furnished to the Department.

QUALIFICATION OF CONTRACTORS

Contractors shall be qualified before plans and proposal documents will be provided for bidding. In general, contractors qualified by the State of Illinois, Department of Transportation to perform the work indicated in the proposal will be acceptable to the City of Peoria, Engineering Division; but, the City Engineer reserves the right to refuse to accept a bid from a State-qualified contractor and will state his reasons, in writing, for said refusal if requested by the contractor.

Contractors who have done similar work and an improvement of similar size for the City in the past normally are qualified by their past performances.