

City of Peoria, Illinois
Glen Avenue and Sheridan Road Culvert Project

ADDENDUM NUMBER 3

July 22, 2020

All prospective Bidders for the City of Peoria Glen Avenue & Sheridan Road Culvert Project are directed to the following additions and/or modifications to the advertised Bidding Documents, Contract Documents, and Specifications.

Addendum Number 3 consists of 1 page and the attached Proposal Bid Form.

This addendum shall be acknowledged in Article 3 of the Proposal Bid Form.

The attached Bid Form has been revised to match the quantities provided in the Table on Sheet G-002. The quantity of Concrete Structures on the Bid Form has been changed to 17.5 Cubic Yards and the quantity of Reinforcement Bars on the Bid Form has been changed to 4,650 Pounds. All Bidders shall use the attached Proposal Bid Form.

Whenever this addendum conflicts with previous addendums, the advertised Bidding Documents, Contract Documents and Specifications, this addendum shall govern.

END OF ADDENDUM NUMBER 3

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***City of Peoria
Department of Public Works
3505 N. Dries Lane
Peoria, IL 61604***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in these Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

- E. The undersigned certifies that it is not delinquent in the payment of any indebtedness, tax, fee or fine owed to the City of Peoria, or in the payment of any tax administered by the Illinois Department of Revenue, and is in compliance with the terms and conditions of Sec. 10-109 of the Peoria City Code and 65 ILCS 5/11-42.1-1.
- F. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it has not been barred from bidding by the Federal, State or local governments and has not been suspended or debarred from receiving federal funding.
- G. EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR, (hereinafter referred to as “SERVICE PROVIDER”) agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). This provision does not apply to any City employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the city from November 1, 2011 through November 1, 2012.
- H. Each Bidder must be prequalified with the Illinois Department of Transportation to perform the type of construction work necessary for the project. Bidders shall include a copy of their Illinois Department of Transportation “Certificate of Eligibility” with their bid.
- I. To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, must be registered in the City of Peoria’s Contract Compliance Program and have a current EEO Certification Number. This program is unrelated to any State and Federal program.

The number is secured by submitting to the Equal Opportunity Manager a completed Employer Report Form CC-1, a Fifty-dollar (\$50.00) processing fee and a copy of your company’s sexual harassment policy statement, if you are a first time applicant. Companies renewing their number do not have to submit a copy of their sexual harassment policy statement. The form may be obtained from the City’s website at www.peoriagov.org/equal-opportunity/ by clicking on the link. You can also request a copy by e-mail or calling:

City of Peoria
 SWU Capital Improvement
 Tributary C Culvert at 711 W. Glen Ave.
PROPOSAL DOCUMENTS

PROPOSAL BID FORM

Equal Opportunity Manager
eo@peoriagov.org
 (309) 494-8530

The Fifty-dollar (\$50.00) processing fee can be paid by check, payable to the City of Peoria, or online through the State of Illinois E-Pay process. To pay online go to www.illinoisepay.com and follow the instructions. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain an EEO Certification Number, you do not need a number to respond to a bid. The number is only required prior to the award of a contract.

EEO CERTIFICATION* (Check one):

- We are presently applying for the EEO Certification. Employer Report Form (Form CC-1) is completed and enclosed.
- Presently, we have the Employer Report Form (Form CC-1) on file with the City of Peoria, Office of Equal Opportunity and have a current Certificate of Compliance Number.

Certificate of Compliance Number: _____

ARTICLE 5 – BASIS OF BID

5.01 Base Bid: Bidder will complete the work in accordance with the contract documents for the following price(s):

Item	Description	Quantity	Unit	Unit Price	Amount
1	TREE REMOVAL (6" TO 15" DIA)	39	UNITS		
2	TRENCH BACKFILL	1096	CU YD		
3	SODDING	247	SQ YD		
4	PCC SIDEWALK 4"	146	SQ FT		
5	CLASS C PATCHES, TYPE IV, 6"	157	SQ YD		
6	CLASS C PATCHES, TYPE II, 9"	10	SQ YD		
7	CLASS C PATCHES, TYPE IV, 9"	41	SQ YD		
8	CLASS D PATCHES, 6"	332	SQ YD		
9	CONCRETE STRUCTURES	17.5	CU YD		
10	REINFORCEMENT BARS	4650	POUND		
11	PIPE CULVERTS, CLASS A, TYPE 3 72"	243	FOOT		
12	STORM SEWERS, CLASS A, TYPE 1 12"	8	FOOT		
13	STORM SEWERS, CLASS A, TYPE 1 15"	8	FOOT		
14	STORM SEWERS, CLASS A, TYPE 1 24"	19	FOOT		
15	STORM SEWERS, CLASS A, TYPE 2 18"	14	FOOT		
16	STORM SEWERS, CLASS A, TYPE 2 27"	101	FOOT		

City of Peoria
 SWU Capital Improvement
 Tributary C Culvert at 711 W. Glen Ave.
PROPOSAL DOCUMENTS

PROPOSAL BID FORM

Item	Description	Quantity	Unit	Unit Price	Amount
17	STORM SEWERS, CLASS A, TYPE 2 30"	8	FOOT		
18	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH		
19	MANHOLES, TYPE A, 4'-DIAMETER	1	EACH		
20	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	1	EACH		
21	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH		
22	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	74	FOOT		
23	TRAFFIC CONTROL AND PROTECTION, STANDARD 701602	1	L SUM		
24	HYBRID THORNLESS HONEY LOCUST, 2.5" CALIPER, BALLED AND BURLAPPED	2	EACH		
25	FILLING EXISTING DRAINAGE STRUCTURE	1	EACH		
26	STORM SEWERS TO BE GROUTED	7	CU YD		
27	MANHOLES, TYPE A, 10'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH		
28	CONCRETE RETAINING WALL REMOVAL	9	FOOT		
29	STREAM & EROSION CONTROL	1	L SUM		
Total Base Bid Amount					

in writing _____

5.02 Alternate Bid: Bidder will complete the work in accordance with the contract documents for the following price(s):

Item	Description	Quantity	Unit	Unit Price	Amount
30	FILLING BUILDING VOID	169	CU YD		
31	FILLING EXISTING CULVERTS	289	CU YD		
32	STORM SEWERS, CLASS B, TYPE 2 30"	101	FOOT		
Total Alternate Bid Amount					

in writing _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Bond
 - B. Subcontractor Utilization Statement
 - C. MBE/WBE Participation Waiver Request (if necessary)
 - D. Qualifications Statement
 - E. Bidders Certification – Document 00454
 - F. Health Safety and Welfare Affidavit – Document 00456

ARTICLE 8 – BID SUBMITTAL

BIDDER:

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)
