



**Evanston Skate Park at Twiggs Park  
Prequalification for Construction Services**

**RFQ # 22-68**

**ADDENDUM No. 1**

**December 5, 2022**

Any and all changes to the Contract Document are valid only if they are included by written addendum to all potential respondents, which will be mailed, emailed and/or faxed prior to the response due date to all who are known to have received a complete RFQ document. Each respondent must acknowledge receipt of any addenda. Each respondent, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the response therein. Failure to acknowledge receipt of any addenda may cause the response to be rejected. If any language or figures contained in this addendum are in conflict with the original document, this addendum shall prevail.

This addendum consists of the following:

1. Addendum Number One (1) is attached and consists of a total of two (2) pages including this cover sheet.

Please feel free to call (847-866-2910) or email ([lithomas@cityofevanston.org](mailto:lithomas@cityofevanston.org)) with any questions or comments.

Sincerely,

Linda Thomas  
Purchasing Specialist

**Evanston Skate Park at Twiggs Park  
Prequalification for Construction Services**

**RFQ # 22-68**

**ADDENDUM No. 1**

**December 5, 2022**

This addendum forms a part of RFQ #22-68 and modifies these documents. This addendum consists of the following:

**Contract Modifications:**

The following language **replaces** section 5.1 of Attachment 1 – Contractor Services Agreement:

5.1 The parties agree that failure of Contractor to timely complete the Work required by this Agreement constitutes a default. The parties agree that this default will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that for each calendar day after written notice is delivered to Contractor and Contractor fails to cure such default, that Contractor will pay City, as and for liquidated damages, and not as a penalty, a sum in the amount as specified in Section 108.09 of the IDOT Standard Specifications per calendar day. Contractor shall reimburse the City for all costs, expenses and fees (including, without limitation, attorneys' fees), if any, paid by the City in connection with such written demand by City. Contractor stipulates and agrees that the sums payable by Contractor under this Section are reasonable under the circumstances existing as of the execution of this Agreement. This Section 5.1 is not intended to limit any direct damages that may be recoverable by the City related to the Contractor's failure to complete the Work in accordance with this Agreement. There shall be no early completion bonus if the Work is completed before the contract's deadlines. The City, at its option, may withhold liquidated damages from progress payments payable to Contractor before project completion.

**Note: Acknowledgment of this Addendum is required in the Bid.**