ADDENDUM NO. 3

TO THE
SPECIFICATIONS, CONTRACT DOCUMENTS, AND PLANS
FOR
CITY OF DANVILLE
NORTHWEST SANITARY SEWER SERVICE AREA RECONSTRUCTION
DANVILLE, ILLINOIS
BID No. 658

TO: PROSPECTIVE BIDDERS AND PLANHOLDERS:

This ADDENDUM forms a part of the Bidding and Contract Documents and modifies the original Bidding Documents dated June 11, 2019. Acknowledge receipt of this ADDENDUM on Page 9 of the “Northwest Sanitary Sewer Service Area Reconstruction”. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

This ADDENDUM NO. 3 to the Plans, Specifications, and Contract Documents for the above captioned project supersedes all contrary or conflicting information on or in the above mentioned documents which are hereby modified as follows:

GENERAL QUESTIONS:

Question: What are the insurance requirements for the project?

Response: Please see the attached insurance requirements for the project.

Question: I cannot find any brick manufacture that carries “Danville Brick”. Do they have any more information on that?

Response: The City is looking for a close match to what is known as Danville Brick. It is a red brick common to downtown buildings. An example of a large use of Danville Brick is Memorial Stadium at the University of Illinois, Champaign Urbana. A close match to that brick will suffice.

Can you confirm that the proposed 10” gravity sewer at Rose Hill station on Sheet 16 is indeed 10” Gravity Sewer (8-14’D). The 207 LF has been counted towards the 8” Gravity Sewer (8-14’D). Should there be a new bid item created for the 10” or is Sheet 16 incorrectly labeled?

Response: The 10” sewer on sheet 16 is correct. Please see revised sheets 36-39 of the front end documents. The 207 LF of 8” Gravity Sewer (8’-14’D) has been removed and a new bid item 10” Gravity Sewer (8’-14’ D) has been added to the end of the bid schedule.

Question: Can the bid item quantity for 24” Sanitary Sewer Abandon and Fill be verified. I am only finding ~1,040LF at the Rose Hill pump station and force main and gravity sewer Sheets 13-16. Also, where is the 24” abandon and fill line on Sheet 13 running to? Is this where the extra linear footage is?

Response: On plan sheet 13, the 24” sewer continues on but does not show in the profile since the forcemain and the gravity sewer are on a separate alignment. The additional footage is on Sheet 13. The quantity is correct.
FRONT END DOCUMENTS
Replace Pages 36-39 of 87 with the attached pages 36-39 of 87.

SPECIAL PROVISIONS
N/A

PLANS:
N/A

OTHER DOCUMENTS:
City Insurance Requirements

BIDS REMAIN DUE AUGUST 7, 2020, AT 10:00 A.M., PREVAILING TIME.
ADDENDUM #3 issued August 3, 2020.

By: HANSON PROFESSIONAL SERVICES INC.
1525 SOUTH SIXTH STREET
SPRINGFIELD, IL 62703
TELEPHONE: (217)-788-2450
FAX: (217)-788-2503
<table>
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<td>Jack and Remove Existing Bearings</td>
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Bidder’s Proposal for making entire improvement, Base Bid ..................................... $________


Date the Bidder’s responsibility for the temporary barrier ends per the Contract Coordination section of the Special Provisions. Date: __________

Bidder is currently certified as an MBE or WBE under EPA’s DBE Program? Yes___ No ___

Respectfully submitted:

__________________________________________
Signature       Address

__________________________________________
Title           Date

__________________________________________
Telephone #     E-mail Address

(SEAL - if BID is by a corporation)

Attest _______________________________
The following City Standard Contract Clauses, General Conditions, and Contract Provisions shall prevail unless in conflict with the IEPA Loan Program documents. In case of conflict with any part or parts of the City Standard Contract Clauses, General Conditions, and Contract Provisions the said IEPA Loan Program documents shall take precedence and shall govern.

Bidders should include with in addition to the submittal bid package the Vendor’s Sworn Statement and Signatures sheet.
VENDOR'S SWORN STATEMENT
PURSUANT
TO 65 IL CS 5/11-42.1-1

TO: CITY OF DANVILLE
17 WEST MAIN ST.
DANVILLE, IL. 61832

With reference to bid/purchase order# ________________________, the undersigned states under oath as follows: (check only one (1) box).

☐ 1. The undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or,

☐ 2. The undersigned is delinquent in the payment of one or more taxes administered by the Illinois Department of Revenue, but is contesting its liability for the tax or the amount of tax accordance with the procedures established by the appropriate revenue Act; or,

☐ 3. The undersigned is not considered delinquent in the payment of a tax because (i) it has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes due, and (ii) it is in compliance with the agreement.

Dated: ______________________, 2020

VENDOR:

____________________________________
Name

By: __________________________________
Signature

SUBSCRIBED AND SWORN TO

Before me this ____________ day

of _____________________ , 2020

____________________________________
Notary Public

EXECUTE AND RETURN WITH BID
CITY OF DANVILLE

Project: Northwest Sanitary Sewer Service Area
County: Vermilion
Local: City of Danville
Project: Bid 658

RETURN WITH BID

(If an individual)

Signature of Bidder
Business Address

(If a partnership)

Firm Name
Signed By
Business Address

Insert Names and Addresses of All Partners

(If a corporation)

Corporate Name
Signed By
Business Address

Insert Names of Officers

Attest:

Secretary
CITY OF DANVILLE STANDARD CONTRACT CLAUSES

1.) Any proposed change in this contract shall be submitted to the City of Danville for its prior approval.

2.) In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for the employee because of race, religion, color, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, sex, color, or national origin. Such actions shall include but not be limited to the following: Employment upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3.) In connection with the performance of this contract, the contractor will cooperate with the City of Danville, Illinois in meeting his or her goals with regard to the City’s goal of 16% minority employment.
CITY OF DANVILLE GENERAL CONDITIONS

1.) The intent of this presentation is to specify a contract for the construction of the project as described in the Notice to Bidders, the Special Provisions, and the plan documents.

2.) The Contractor shall, upon request, submit supportive evidence that he/she has successfully engaged in this type of construction and a list of successfully completed projects may be requested.

3.) No advantage shall be taken of the purchaser by the bidder in the omission of any part or detail, which goes to make the service complete and operable, even though such part is not specifically covered in this specification.

4.) Delays in service caused by bon-fide strikes, government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the City of Danville, to be clearly and unequivocally beyond the contractor’s control, will be recognized by the City, and the Contractor will be relieved of the responsibility of meeting the delivery time, as stipulated, upon Contractor’s filing with the City, a notarized, just and true statement signed by a responsible official of the contractor’s company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the City.

5.) Each proposal shall be submitted with the understanding that the acceptance in writing by the purchaser of the offer to furnish the service described herein shall constitute a contract between the bidder and the purchaser which shall bind the bidder on his/her part to furnish and deliver at his/her bid prices in accordance with the conditions of said accepted proposal and specifications.

6.) Incomplete and/or conditional bids, or those, which take exception to the specifications, may be considered non-responsible and may be rejected.

7.) The City of Danville, Illinois, reserves the right to accept any bid or to reject any or all bids or to award the contract on such basis as it deems to be in the best interest of the City.

8.) Other Information
   A. The City of Danville, Illinois, reserves the right to postpone bid opening for its own convenience, to waive technicalities in the bidding and to reject any or all bids.
   B. Changes to the specifications will be made by addendum.
   C. Requests for information or clarification regarding the bidding documents shall be made in writing 72 hours prior to bid opening.

9.) Bids will be submitted on the forms provided. Bids submitted in any other form may be considered non-responsive and may be rejected. The bid forms must be completely filled out, by the bidder, to be considered responsive.
CITY OF DANVILLE REQUIRED CONTRACT PROVISIONS

1.) It is the intent of the City of Danville, Illinois, to make an award of contract within (30) days after receipt of bids.

2.) Based on the bid proposals received by the City of Danville with regard to this specification, the City will review proposals submitted to see if bids are responsive to the specifications, first. The City will then judge the bidders qualifications to make sure the bidder is qualified to bid.

3.) The contractor shall comply with the Illinois Prevailing Wages Act and any and all other Acts, Statutes of Laws which pertain to workers employed on a Public Works Project. This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“The Department”) publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

4.) The successful bidder to whom the award of contract is made shall be given notification of such award and the aforementioned shall have ten (10) working days to execute the service contract. If the contract is not executed within ten (10) working days, the City shall rebid the contract or move to the next highest rated bidder (at the City’s own choice).

5.) In the even a single bid is received the City of Danville, Illinois, may conduct a price and/or cost analysis of the bid. The City will then make a determination as to the acceptance or rejection of the bid.

6.) The performance of work under this contract may be terminated by the procuring agency in accordance with this clause in the best interest of the City of Danville, Illinois. Any such termination shall be affected by delivery to the Contractor a Notice of Termination specifying the extent to which performance for work under the contract is terminated and the date upon which such termination subsequently becomes effective. After receipt of a Notice of Termination, the Contractor shall:
   A. Stop work under the contract on the date given in the Notice of Termination and to the extent specified in the Notice of Termination.
   B. Acknowledge in writing to the City of Danville, Illinois, the receipt of such notice.
   C. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of work as deemed necessary by the City.
   D. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice.

7.) This contract may be terminated for cause or convenience after a thirty (30) day written notice.

8.) Any falsification of records or fraudulent activities or practices will be prosecuted and financial remedies will be sought.

9.) As security for acceptance of the contract, each bid shall be accompanied by a bid bond or bid check, drawn payable to the City of Danville, Illinois as required in the Proposal. This bid bond shall be furnished at the time of the bid submittal and shall be executed by the officer, partner or owner authorized to sign for the firm, and the secretary’s signature and seal of the firm must be affixed. The bid deposit of the successful bidder and the two (2) lowest bidders other than the successful bidder shall be held by the City of Danville, Illinois, until such time as each contract has been executed. If the bidder to whom the award of contract is made, neglects or refuses to execute the contract within ten (10) working days, the City of Danville, Illinois, may conduct a price and/or cost analysis of the bid. The City will then make a determination as to the acceptance or rejection of the bid.
days after being notified by the City of Danville, Illinois of award of contract, then the bid deposit shall be forfeited to and retained by the City of Danville, Illinois, as liquidated damages for such neglect or refusal. The next lowest bidder shall then be notified that he/she has been given the award of contract in lieu of the original successful bidder’s refusal or neglect to execute a contract. The next lowest qualified bidder shall then be bound to all conditions of the original successful bidder’s contract. When the City of Danville, Illinois, has an executed contract, all bidders’ deposits relevant to that bid will be returned except those given the award of contract but refusing or neglecting to execute a contract with the City of Danville, Illinois.

10.) The bidder to whom the contract is awarded shall provide a performance bond, payable to the City of Danville, Illinois, in the amount of 100% of his/her total bid.

11.) The bidder to whom the contract is awarded shall provide a payment bond, payable to the City of Danville, Illinois, in the amount of 100% of his/her total bid.

12.) Payments to the Contractor will be made thirty (30) days after invoicing upon receipt of lien waivers with a 5% retainage payable when the project is completed and accepted.

13.) The Contractor shall permit authorized representatives of the City of Danville and the State of Illinois to inspect and audit all data and records of the Contractor relating to his/her performance under the contract.

14.) Assignment of any portion of the work by subcontract must be approved in advance by the City of Danville, Illinois.

15.) Representatives of the City of Danville shall have access to the construction site and shall have the right to inspect all project work.

16.) The Contractor and his/her subcontractors shall maintain Worker’s Compensation, Commercial General Liability Public Liability, Property Damage and Automobile Liability Insurance in amounts and on terms satisfactory to the City of Danville as called for in Section 107 of the State of Illinois Standard Specifications for Road and Bridge Construction current edition. The Contractor shall have on file with the City of Danville a Certificate of Insurance naming the City “Additional Insured” with the required amounts of coverage. Such insurance coverage is required to remain in effect until the City of Danville has accepted the construction.

17.) For a period of one (1) year from the date of completion, as evidence by the date of final acceptance of the work, the Contractor warrants that all work performed under his contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the Contractor or any of his/her subcontractors or suppliers.

18.) The Contractor shall be responsible for maintaining a certified copy of each payroll for a period of three (3) years. The City shall have access to the documents upon request.
CITY OF DANVILLE AFFIRMATIVE ACTION REQUIREMENTS

SECTION 95.15

Dear Contractor/Vendor:

Pursuant to the Human Relations Ordinance, being Chapter 95 of the Code of Ordinances of Danville, Illinois, any business entity contracting to do business with the City of Danville in the total amount of Ten Thousand Dollars ($10,000.00) or more must submit an Employer Certificate of Compliance Report Form (ECCR Form), as a written commitment to provide equal employment opportunity.

The completed form should be submitted to the address listed on page eight (8) of the form. Once the form has been approved, your firm will be issued a certificate of compliance which will include an EEO Certification Number. That number will identify your firm in the contract compliance monitoring system as eligible to conduct business with the City. The certificate of compliance shall be valid for one year. Therefore, prior to the expiration of that year, my office will send you a renewal form. To renew your certificate, you will be required to complete and submit the renewal form to my office.

Please be advised that your failure to properly complete, sign and notarize the ECCR Form will result in it being returned unprocessed. Also, it will result in a delay or denial of your eligibility to bid. If you currently have a valid certificate of compliance, you may submit a copy of it instead of completing and submitting the ECCR Form. However, if you are awarded the contract and you hire additional employees for the current project, you must complete and submit the enclosed Employee Utilization Form to my office.

Also, pursuant to the Human Relations Ordinance, you are required to have a sexual harassment policy as part of your company's policies. Enclosed are sexual harassment guidelines which provide the necessary elements applicable to a sexual harassment policy. If you have a company policy in existence, please review the guidelines against it to ensure that your policy contains all of the necessary elements as provided in the guidelines, paying particular attention to the internal complaint process. If you do not have a policy in existence, you may follow the guidelines in establishing your sexual harassment policy.

If your existing policy complies with the elements contained in the sexual harassment guidelines, please submit a copy along with your completed ECCR Form. **If you need to establish a policy, the Ordinance provides that you have 60 days from the date you submit a bid to establish such policy.** If you have questions concerning sexual harassment policies, you should consult with an attorney.

Your cooperation in this matter will be appreciated. Please call me at (217) 431-2280 if you have questions or need assistance in completing the enclosed form. Our regular office hours are 8:00 a.m. through 4:30 p.m., Monday through Friday.

Sincerely,

CITY OF DANVILLE

Sandra R. Houston
Department of Human Relations

Enclosed:  Employer Report Form CC-1
Workforce Addendum
Sexual Harassment Guidelines
Employee Utilization Form
Disclosure of the information requested in this form is required of those companies seeking competitive bid contracts to provide goods and/or services in the amount of $10,000.00 or more with the City of Danville. Failure to properly complete, sign and notarize this form, including the Workforce Profile form, may result in a delay or denial of eligibility to bid on City contracts.

**Part I: Identification**

1. a.) Company name and address: ________________________________________________________________
   
   b.) Assumed business name or other company name used: _______________________________
   
   c.) County: _______________________ Telephone: (    ) _______________
   
   d.) Name and address of registered agent: _______________________________
   
   e.) Name and title of EEO director or person responsible for the information in this form and the policies hereunder: _______________
   
   f.) If the company is a division or subsidiary, please provide the following information:
   
   Parent Company: ___________________________________________________________
   
   Location: ________________________________________________________________
   
   Telephone: (    ) ___________________________________________________________
   
   Name and Title of CEO: ____________________________________________________
   
   Name and Title of EEO Director: ____________________________________________
   
   Name and Address of Registered Agent: ______________________________________
   
2.) a.) Have you ever been awarded a bid/contract by the City of Danville?

   Yes ________  No ________

   If yes and you currently have a valid certificate of compliance, you may submit a copy of it instead of completing and submitting this form and you must also comply with #5 below. Otherwise, you must complete and submit this form as required.

   b.) In what capacity would (or does) the Company do business with the City?

   _____ Contractor   _____ Vendor/Supplier   _____ Subcontractor
   
   _____ Manufacturer   _____ Other: ___________________________________________
   
   c.) Will the company be providing goods or services through a joint venture?

   Yes ________  No ________

   If so, please provide contact information for the partner(s):

   Name: _________________________________________________________________
   
   Address: ___________________________________________________________________
City/State/Zip: _____________________________________________
Telephone: ___________________________________________________________________

3.) Major activity of the company (principal product or service):
__________________________________________________________________________

4.) Has the company ever been disqualified to do business with the City?
   Yes ________       No ________
   If yes, please provide dates and the reasons for disqualification. ____________
   ________________________________________________________________________

5.) Will the company hire additional employees to perform work under this contract?
   Yes ________       No ________
   If the answer is yes, please submit a copy of the Employee Utilization form provided with this ECCR
   Form upon completion of the project. If the answer is no, but you later do in fact hire additional
   employees, please submit a copy of the form upon completion of the project.

6.) Has the company ever been disqualified from conducting business with a state and/or federal agency?
   Yes ________       No ________
   If so, please provide dates and the reasons for disqualification. ____________
   ________________________________________________________________________
   ________________________________________________________________________

7.) a.) Has the company undergone an EEO compliance review by a federal
   or state agency?
      Yes ________       No ________
   b.) If so, identify the agency and location: ______________________________________
      ________________________________________________________________________
   c.) Date of last review: _____________________________________________________
Part II: Employment Information

8.) Please complete the company Workforce Profile form on the last page of this application. Use the number of employees of the most recent payroll period. Be sure to complete all applicable columns.

Part III: Company’s Agreement to Comply with the Contract Compliance Requirements of the City of Danville Human Relations Ordinance

The Company agrees that the provisions of the City of Danville Human Relations Ordinance regulating affirmative action and equal employment opportunity hereby incorporated by reference, shall be complied with the same as if said provisions or policies and procedures were set forth herein verbatim. Specifically, the Company shall:

(i) maintain specific employment practices to achieve equal employment opportunities;

(ii) examine, from time to time, any training programs or other similar opportunities available to determine the level of minorities and women involved in such programs and opportunities and take appropriate affirmative action to recruit minorities and women for such programs and opportunities if they are underutilized;

(iii) examine, from time to time, all job classifications to determine if minority persons or women are underutilized and take appropriate affirmative action to rectify any such underutilization by setting specific goals for participation by minority groups;

(iv) state in all solicitations or advertisements for employees that all applicants will be afforded equal opportunity without unlawful discrimination;

(v) distribute copies of this commitment to all employees who participate in recruitment, screening, referral and selection of job applicants and prospective job applicants;

(vi) require all subcontractors, if any, to submit a written commitment meeting the requirements of the Danville Human Relations Ordinance; and this form; and

(vii) send to each labor organization or representative of workers with which the Company has or is bound by a collective bargaining or other agreement or understanding a notice advising of the Company’s obligations herein.

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company further agrees to report any and all changes that would alter the status of any information provided on this form.

As evidence of certification, the Department of Human Relations will issue a “Certificate of Compliance” which shall be valid for one year. Please be sure to note the expiration date. Prior to the expiration of that year, you must complete and submit an Employer Certificate of Compliance Renewal Form (ECCR Form) in order to remain eligible to contract with the City.

If you no longer have a valid Certificate of Compliance, you will not be eligible to contract with the City. Therefore, you must complete and submit a new ECCR Form to my office.
I agree and will comply with all the provisions and requirements listed in ECCR form:

_________________________________________
Company

_________________________________________
Print Name and Title of Company Official

_________________________________________
Signature and Title of Company Official

_________________________________________
Area Code/Telephone Number

SUBSCRIBED AND SWORN TO before me this ________ day of ______________________, 20_________.

__________________________________
Notary Public
Please submit this form to:

Sandra R. Finch, Director
Human Relations Department
City of Danville
Municipal Building
17 West Main Street
Danville, IL 61832
(217) 431-2280
(217) 431-2237 – Fax
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**TOTALS**

Above Employee Figures obtained from: ___ Visual Check ___ Employment Record