RETURN WITH BID

Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY

Contractor's Name
Street
P.O. Box
City
State
Zip Code

STATE OF ILLINOIS
COUNTY OF VERMILION
DANVILLE
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE NO. VARIOUS - crack sealing BID 669
SECTION NO. 21-00000-00-GM
TYPES OF FUNDS MFT

☐ SPECIFICATIONS (required) ☐ PLANS (required)

For Municipal Projects
Submitted/Approved/Passed

Mayor ☑ President of Board of Trustees ☐ Municipal Official

Date 2/26/21

Department of Transportation
☑ Released for bid based on limited review

Regional Engineer

Date 03/01/21

For County and Road District Projects
Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.
RETURN WITH BID

NOTICE TO BIDDERS

Sealed proposals for the improvement described below will be received at the office of CITY CLERK BY MAIL OR HAND, until 2:00PM on APRIL 22, 2021

17 W MAIN, DANVILLE IL Address

Sealed proposals will be opened and read publicly at the office of CITY CLERK at 2:00PM on APRIL 22, 2021

17 W MAIN, DANVILLE IL Address

DESCRIPTION OF WORK

Name 2021 CRACK SEALING

Length: 23624 feet (4.38 miles)

Location VARIOUS SEE SCHEDULE

Proposed Improvement CRACK SEALING

1. Plans and proposal forms will be available in the office of ____________

AT HTTP://WWW.CITYOFDANVILLE.ORG/BIDS--RFPS.HTML Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an “Affidavit of Availability” (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

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RETURN WITH BID

PROPOSAL

County VERMILION
Local Public Agency DANVILLE
Section Number 21-00000-00-GM
Route VARIOUS

1. Proposal of CRACK SEALING VARIOUS ROADS

for the improvement of the above section by the construction of CRACK SEALING FAIRCHILD ST, BOWMAN AVE, LINCOLNSHIRE, MAPLE, PRIES, MARTIN, PW SOUTH PARKING LOT, WILLIAMS ST, PERRYSVILLE, & S. WALNUT ST.

a total distance of 23624 feet, of which a distance of 23624 feet, (4.38 miles) are to be improved.

2. The plans for the proposed work are those prepared by CITY OF DANVILLE and approved by the Department of Transportation on

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 25 working days or by 9/30/21 unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

    STEPHANIE WILSON Treasurer of City of Danville

The amount of the check is $_________.

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
RETURN WITH BID

Illinois Department of Transportation

SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County VERMILION
Local Public Agency DANVILLE
Section 21-00000-00-GM
Route VARIOUS

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<th>Schedule for Single Bid</th>
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<td>(For complete information covering these items, see plans and specifications)</td>
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<td>Bidder's Proposal for making Entire Improvements</td>
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<tr>
<th>Item No.</th>
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<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
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<td>2</td>
<td>CRACK FILLING</td>
<td>POUND</td>
<td>95626</td>
<td></td>
<td></td>
</tr>
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</table>
RETURN WITH BID

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

   A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

   A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, 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.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.
SIGNATURES

(If an individual)

Signature of Bidder

Business Address

(If a partnership)

Firm Name

Signed By

Business Address

Inset Names and Addressed of All Partners

(If a corporation)

Corporate Name

Signed By

Business Address

Inset Names of Officers

President

Secretary

Treasurer

Attest: Secretary
PAPER BID BOND

WE ____________________________ as PRINCIPAL,
and ____________________________ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this __________ day of __________

Principal

(Company Name)

By: ____________________________

(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

(Name of Surety)

By: ____________________________

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF ____________________________, a Notary Public in and for said county,

I, ____________________________, do hereby certify that ____________________________ (insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this __________ day of __________

My commission expires __________

(Noteary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and SURETY are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

____________________________

Electronic Bid Bond ID Code

____________________________

(Company/Bidder Name)

____________________________

(Signature and Title)

____________________________

Date
All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.
IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. □

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: _____________________________  By: _____________________________ (Signature)
Address: ___________________________  Title: _____________________________

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RETURN WITH BID

Affidavit of Illinois Business Office

County VERMILION
Local Public Agency DANVILLE
Section Number 21-00000-00-GM
Route VARIOUS

State of ILLINOIS )
County of VERMILION ) ss.

I, ____________________________ of ____________________________, being first duly sworn upon oath, states as follows:

1. That I am the ____________________________ of ____________________________, bidder.

2. That I have personal knowledge of the facts herein stated.

3. That, if selected under this proposal, ____________________________, bidder, will maintain a business office in the State of Illinois which will be located in ____________________________ County, Illinois.

4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.

5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

______________________________
(Signature)

______________________________
(Print Name of Affiant)

This instrument was acknowledged before me on ____________ day of ____________, 20__.

(SEAL)

______________________________
(Signature of Notary Public)
Check Sheet for Recurring Special Provisions

Local Public Agency: DANVILLE  
County: Vermilion  
Section Number: 21-00000-00-GM

☐ Check this box for lettings prior to 01/01/2021.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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Instructions for BLR 11300 - Page 1 of 1

Note: Instructions are not to be submitted with the form.

This form shall be used and included in proposal/contract documents. Items checked on the check sheet are included by reference and do not need to also be attached.

For more information see Chapter 11 of the Bureau of Local Roads and Street Manual (BLRS Manual).

Local Public Agency: Insert the name of the Local Public Agency (LPA) the proposal is for.

County: From the drop down, select the name of the County in which the LPA is located.

Section Number: Insert the section number without dashes that the proposal/contract is for.

Check Box for Letting Date: Check this box if the letting is to be held prior to January 1, 2021. For lettings held on or after January 1, 2021 leave the box blank. This choice allows the correct version of the form to display for the desired letting.

Special Provisions: Check the boxes for the Recurring Special Provisions and the Local Roads and Streets Recurring Special Provisions which are to be included in this proposal/contract package by reference.

This form is to be submitted in the proposal packet for material proposal/deliver and install proposals and contract proposals.
The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted
Adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK

This proposed project consists of routing, cleaning, and filling cracks in the asphalt pavement in multiple locations within the corporate boundaries of the City of Danville. Locations are identified in the exhibits contained within this contract.

Work shall be completed in accordance with Section 108 Prosecution and Progress. Article 108.03 of this section shall be modified to require the contractor provide 48 hours notice prior to the initial start of work. Once work begins the contractor will have 25 consecutive working days to complete the project.

PROGRESS AND STREET SCHEDULE

The progress schedule shall be prepared in accordance with Section 108 Prosecution and Progress. Article 108.02 of this section shall be modified to indicate the Progress Schedule should be provided to the Engineer before any work starts.

PARTIAL PAYMENTS - ACCEPTANCE AND FINAL PAYMENT

Partial and Final payments shall be prepared in accordance with Section 109 Measurement and Payment Article 109.07 Partial Payments and Article 109.08 Acceptance and Final Payment shall be modified to indicate lien waivers must be submitted to the City of Danville before final pay will be processed.

JOB SITE MAINTENANCE AND CLEAN-UP

The work site must be kept clean and orderly. Debris shall be collected and disposed of on a daily basis. All hazardous materials must be secured and removed from the job site at the end of each day. Crack filler that has been tracked to adjacent streets must be cleaned from the pavement by the end of each work day. The contractor shall have the ability to sweep vacuum all debris created by the operation at the end of each day. All costs associated with job site maintenance and clean up shall be considered incidental to the contract.

CRACK SEALING HOT-MIX ASPHALT PAVEMENT

This work shall consist of routing, cleaning, and sealing transverse and longitudinal reected cracks in the existing hot-mix asphalt (HMA) pavement per Article 451 of the Standard Specifications for Road and Bridge Construction. The crack filling material shall meet ASTM D6690 TY II per Article 1050.02 of the Standard Specifications for Road and Bridge Construction. The work shall also include applying a detachifying solution such as "Deery No Stick" or equivalent to prevent tracking at all intersections.

This work shall be paid for at the contract unit price per foot for Crack Routing (Pavement) and per pound for Crack Filling.
TRAFFIC CONTROL PLAN

This work shall be completed in accordance with Sections 701 and 702 of the Standard Specifications and following traffic standards: 701301-04, 701306-03, 701426-09, 701427-05, 70450'-06, 701701-10, 701901-06, LRS 4, and all other traffic control standards that apply to the proposed work in the Local Roads and Streets Recurring Special Provisions.

All costs associated with TRAFFIC CONTROL PLAN shall be considered incidental to the contract/

COMPLETION DATE

The work shall be completed by 9/30/2021. In the event that all work is not completed by this date then the contractor will be liable to pay the City of Danville liquidated damages in the amount set forth in the Standard Specifications Article 108.09 Failure to Complete Work on Time. The liquidated damages shall accrue and be assessed until work is complete.
State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

CITY OF DANVILLE 17 W. MAIN DANVILLE, IL 61832

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.
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152198.3
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: ______________________, 2021

VENDOR:

__________________________________________
Name

By: _______________________________________
Signature

SUBSCRIBED AND SWORN TO

Before me this __________ day
of ____________________, 2021

__________________________________________
Notary Public

EXECUTE AND RETURN WITH BID
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.
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.
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.

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 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. Finch  
Department of Human Relations

Enclosed:  
Employer Report Form CC-1  
Workforce Addendum  
Sexual Harassment Guidelines  
Employee Utilization Form
EMPLOYER CERTIFICATE OF COMPLIANCE REPORT FORM  
(ECCR 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: ________________________________

ECCR 5 of 5
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) 431-2290
(217) 431-2237 - Fax
## Workforce Profile - Full Time Only

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Above Employee Figures obtained from: Visual Check Employment Record
(City of Danville Human Relations Department's)

SEXUAL HARASSMENT GUIDELINES

I. Purpose

Title VII of the Civil Rights Act of 1964 makes it an unlawful employment practice to discriminate against any individual with respect to terms and conditions of employment because of that person's race, color, religion, sex, national origin or handicap. Any conduct in the workplace that takes place because of a person's gender is sex discrimination prohibited by Title VII and the City of Danville's Human Relations Ordinance which makes similar provisions. Therefore, the company has implemented the following sexual harassment policies and procedures.

It is the policy of the company that all employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or destructive, including sexual harassment.

The company's position is that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee, either male or female, should be subject to unsolicited and unwelcomed sexual overtures or conduct, either verbal or physical. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness. Such behavior may result in disciplinary action up to and including dismissal.

II. Coverage - All employees shall be covered by this policy.

III. Management Responsibility

Sexual harassment, whether committed by supervisory or non-supervisory personnel, is specifically prohibited as unlawful and against stated company policy. In addition, management shall be responsible for taking action against acts of sexual harassment by non-supervisory personnel or others, regardless of whether the specific acts complained of were sanctioned or specifically forbidden and regardless of the manner in which the company becomes aware of the conduct.
IV. Policy Implementation

1. It is the responsibility of group, division, department and operations heads to make sure that their facility is in full compliance with this policy and associated legal guidelines.

2. Employees that have complaints should report such conduct to their supervisors, if this is not appropriate, employees are urged to seek the assistance of their company personnel or EEO representative.

3. It is the responsibility of the company's ranking personnel or EEO representative to: provide guidance, investigate charges of Impropriety; and recommend appropriate action. All claims must be thoroughly investigated. The manager of EEO contract compliance and counsel for EEO affairs will provide guidance and assistance in proper handling of any allegations.

V. Legal Definition and Guidelines

Illinois law defines sexual harassment as follows: sexual harassment means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or the effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

**Sexual advances may be either verbal or physical.**

A term or condition of employment may include, but not be limited to, hiring, promotion, training, work assignments, overtime assignments, or pay increases.

VI. Examples of Sexual Harassment

1. Quid pro quo harassment. A supervisor with authority to affect an employee’s working conditions makes unwelcome sexual advances. Submission to the advances is an expressed or implied condition for receiving job benefits, or refusal to submit to the demands results in the loss of a job benefit or in
discharge. For example, a supervisor says: "go out to dinner with me if you want that raise or if you want to keep your job".

2. Hostile environment. This is a relentless and continuing sexual conduct in the work place that interferes with an employee's work performance or that creates an intimidating, hostile, abusive or offensive work environment. Hostile environment harassment can also be found from any unfavorable working conditions directed only at one sex. Pervasive animosity or extreme rudeness directed only at women, for example, can be the basis for a hostile working environment claim.

The following are examples of this type of sexual harassment.

Photographs, Graffiti, Comments: Throughout the shipyard in which Lois worked as a welder, pictures of nude women in sexually suggestive or submissive poses were posted. The pictures consisted of plaques on walls, magazines and photographs torn from magazines and placed on walls or affixed to vendor advertising calendars. The calendars themselves also depicted nude or partially nude women. Some sexually offensive drawings and graffiti were on the walls. No pictures of nude or partially nude men were posted in the workplace. Coupled with the pictures were sexually demeaning comments and jokes made by male employees and supervisors to Lois (and other female employees) or in her presence.

Rude Treatment of Women: John felt women were a threat to his position of head of a military EEO office, so he constantly abused his three female subordinates. In addition to offering little guidance and refusing his staff access to needed documents and mail, he used expressions such as "okay babe" and "listen here woman" in reference to Virginia, an EEO Specialist under his supervision. He also would scream and threaten Virginia for leaving the office on occasion and once physically prevented her from leaving, while on another occasion blowing cigar smoke in her face. The
two other subordinates were also subjected to shouting and insults, such as being called stupid. Furthermore, John complained to a manager that he had "dumb females working for him who couldn't read or write," and he once tried to stuff paper down the blouse of a female employee who was not in his department. John's abusive treatment of female workers was sexual harassment because it was not extended to male employees.
3. Sexual favoritism. A woman may be granted a promotion because she submits to unwelcome requests for sexual favors from a supervisor. Under those circumstances, both male and female workers can allege sexual harassment by showing that they were denied a chance at promotion because of the sexual harassment directed toward that one female employee.

4. Harassment by non-employees. Employers can be liable for the sexual harassment of employees by customers or other third parties if the employer has some degree of control to stop the improper behavior.

For example, an employer who requires female employees to dress in revealing uniforms which cause offensive comments and physical conduct to be directed at the female employees by members of the public and after notification of such comments and conduct continues to require the females to wear the uniforms will be liable for sexual harassment.

VII. Procedure for Internal Complaint.

A. Employee

1. Complaints of sexual harassment should be brought to the attention of the (1) immediate supervisor, (2) department head, (3) EEO officer (person responsible for implementing and maintaining this policy), (4) manager, personnel department (if separate from EEO officer).

2. If the alleged harasser is the employee's supervisor or employed in one of the above listed offices, the employee should feel free to bypass the supervisor or office and take the complaint to one of the other offices listed, or through the Danville Human Relations Department or the Illinois Department of Human Rights as provided in Section VIII of this policy.

B. Company

1. The EEO Officer shall be notified of any complaint.

2. After notification of the employee's complaint, a confidential investigation will be initiated to gather all facts about the complaint.
3. After the investigation has been completed, a determination will be made by appropriate management regarding the resolution of the complaint.

4. If warranted, disciplinary action will be taken in accordance with the following penalties.

   (a) written reprimand;

   (b) an order to stay away from the complainant;

   (c) either the complainant employee or the employee who committed the harassment may be transferred to a different department, so long as it does not substantially change such employee’s duties, pay or benefits; or

   (d) termination.

   Such penalties may be imposed individually or in combination.


   A. Employee

      1. An employee may choose to raise the complaint through one of the following agencies: Danville Human Relations Department, the Illinois Department of Human Rights or the Equal Employment Opportunity Commission (EEOC).

      2. Complaints should be brought to:

         (a) Sandra R. Finch, Director
             Human Relations Department
             City of Danville
             17 West Main Street
             Danville, IL 61832
             (217) 431-2280

         (b) Illinois Department of Human Rights – (217) 785-5100

         (c) Equal Employment Opportunity Commission (EEOC)
             (312) 353-8985
B. Agency

1. Once a complaint is filed, the agency will commence an investigation to determine whether sexual harassment has occurred.

2. Upon investigation, a determination will be made as to whether a complaint should continue forward. If it is determined that a complaint should proceed forward, it will proceed through conciliation and, if necessary, a public hearing.

IX. Non-Retaliation.

This policy also prohibits retaliation against any employees who bring sexual harassment charges or assist in investigating charges. Any employee bringing a sexual harassment complaint or assisting in the investigation of such a complaint will not be adversely affected in terms and conditions of employment, nor discriminated against or discharged because of the complaint.
REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.