PROJECT MANUAL
FOR THE

Dearborn Street Drainage Improvements

Bid No. 675

City of Danville, Illinois

Bid Opening: June 3, 2021 2:00 p.m.

Danville Department of Public Works
1155 E VOORHEES, SUITE A, Danville, IL 61832

SAM D. COLE, CITY ENGINEER
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVERTISEMENT FOR BIDS</td>
<td>2</td>
</tr>
<tr>
<td>NOTICE TO BIDDERS</td>
<td>4</td>
</tr>
<tr>
<td>PROPOSAL BID BOND</td>
<td>6</td>
</tr>
<tr>
<td>PROPOSAL</td>
<td>7</td>
</tr>
<tr>
<td>VENDOR’S SWORN STATEMENT</td>
<td>8</td>
</tr>
<tr>
<td>CITY OF DANVILLE STANDARD CONTRACT CLAUSES</td>
<td>9</td>
</tr>
<tr>
<td>CITY OF DANVILLE GENERAL CONDITIONS</td>
<td>10</td>
</tr>
<tr>
<td>CITY OF DANVILLE REQUIRED CONTRACT PROVISIONS</td>
<td>11</td>
</tr>
<tr>
<td>UNIT PRICE SCHEDULE - RETURN WITH BID</td>
<td>13</td>
</tr>
<tr>
<td>SIGNATURES</td>
<td>14</td>
</tr>
<tr>
<td>CITY OF DANVILLE AFFIRMATIVE ACTION REQUIREMENTS</td>
<td>15</td>
</tr>
<tr>
<td>EMPLOYER CERTIFICATE OF COMPLIANCE REPORT FORM</td>
<td>16</td>
</tr>
<tr>
<td>SEXUAL HARASSMENT GUIDELINES</td>
<td>21</td>
</tr>
<tr>
<td>CONTRACT</td>
<td>26</td>
</tr>
<tr>
<td>CONTRACT BOND</td>
<td>27</td>
</tr>
<tr>
<td>CONTRACT DOCUMENTS &amp; SPECIFICATIONS</td>
<td>29</td>
</tr>
</tbody>
</table>
ADVERTISEMENT FOR BIDS

OWNER AND WORK: The City of Danville, Illinois will receive unit price sealed bids from contractors for the following project:

Dearborn Street Drainage Improvements

The project consists of supplying the labor, equipment, and material necessary to furnish and construct storm sewers, manholes, inlets, pavement patching, curb replacement, erosion control, cleanup, seeding and other items of construction.

TIME AND PLACE OF BID OPENING: Sealed bids will be received until the closing time of 2:00 P.M. prevailing local time on Thursday, June 3, 2021 in the office of the City Clerk, Robert E. Jones Municipal Building, 17 West Main Street, Danville Illinois. Bids received after the closing time shall not be accepted and shall be returned unopened. Bids submitted via the U.S. Postal Service or private courier shall be identified on the outside of the envelope with the phrase: “BID ENCLOSED for the DEARBORN STREET DRAINAGE IMPROVEMENTS”, and should be to: City Clerk, Robert E. Jones Municipal Building, 17 West Main Street, Danville, Illinois 61832. The bids will be publicly opened and read aloud thereafter.

BIDDING DOCUMENTS: The Bidding Documents can be downloaded from the City Website: http://www.cityofdanville.org/bids--rfps.html. The City’s Project Manager is Eric N. Childers, Assistant City Engineer who can be contacted at 217-431-2259, email address: echilders@cityofdanville.org.

Bids must be submitted on the Bid Form furnished and must be accompanied by a signed original of the “Vendor’s Sworn Statement” Form, plus an acceptable form of Proposal Guaranty in an amount of at least five (5) percent of the amount of the Proposal, payable to the City of Danville, Illinois. The Proposal Guaranty shall be a certified check, bank draft, or an executed Bid Bond acceptable to the Owner as a guaranty that if the Proposal is accepted, the Bidder will execute the Contract and will file an acceptable Contract Bond and Certificate of Insurance within (15) days after the award of the Contract. A Proposal Guaranty consisting of a personal check will not be accepted. The Proposal must be submitted in a sealed envelope.

ECCR FORM: Prospective Bidders must submit the Employer Certificate of Compliance Report Form (ECCR Form) with their Bids for the Bids to be accepted. The ECCR Form can be found in the Bid Documents.

WAGE RATES: The City of Danville, Illinois has established the rates for the various classifications of workers and crafters on the proposed improvements, with said rates being the prevailing State of Illinois Prevailing Wage Rate. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order or ruling, the rate conforming the federal law, order, or ruling shall govern. Contractor shall provide certified payroll on a monthly basis and retain said payroll records, in accordance with Chapter 820 of the Illinois Compiled Statutes, Section 130/5, as amended in 2005 by Public Act 094-0515.

BID SECURITY: Bid Security in the amount of not less than 5% of the Bid shall accompany each Bid in accordance with the Instructions to Bidders.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall furnish a Contract Bond in an amount equal to the computed Contract Price.
BID REJECTION/ACCEPTANCE: The Owner, City of Danville, Illinois reserves the right to reject any and all Bids, waive informalities in bidding, or to accept the Bid or Bids, which best serves the interests of the Owner.

BID WITHDRAWAL: A Bidder may withdraw from the possession of the City, his or her submitted bid only to the previously stated closing time for receipt of the bids. All bids shall remain valid for a period of sixty (60) days after the closing time for receipt of bids.
RETURN WITH BID

CITY OF DANVILLE

Notice to Bidders

Project
Dearborn Street Drainage Improvements

County
Vermilion

Local Agency
City of Danville

Project No.
Bid 675

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the office of CITY CLERK, 17 W MAIN DANVILLE, IL 61832, until 2:00 o’clock P.M., June 3, 2021. Proposals will be opened and read publicly at 2:00 o’clock P.M., June 3, 2021, at the office of CITY CLERK, 17 W MAIN DANVILLE, IL 61832.

Description of Work

Name
Dearborn Street Drainage Improvements

Location
Perrysville, Texas, and Dearborn Streets

Proposed Improvement
Installation of storm sewers, manholes, and inlets to improve drainage

Bidders Instructions

1. Plans and proposal forms will be available in the office of Public Works 1155 E Voorhees Suite A and at http://www.cityofdanville.org/bids--rfps.html

2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an “Affidavit of Availability” (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. Two copies shall be filed with the Awarding Authority.

3. All proposals must be accompanied by either a proposal bid bond, proposal cashier’s check, or a proposal certified check in the amount of 5% of the total bid price.

4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in the General Conditions.

5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:
   a. Contract Cover
   b. Notice to Bidders
   c. Contract Proposal
   d. Contract Schedule of Prices
   e. Acknowledgement of Addenda
   f. Signatures
   g. Proposal Bid Bond (if applicable)
   h. Vendor’s Sworn Statement Re. Delinquent Taxes
   i. ECCR Forms
6. 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.

7. 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.

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

9. 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.

10. 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.

11. **DOES NOT APPLY TO FEDERAL AID PROJECTS.** In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will 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 and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. 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. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the 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 forces. Types of work or craft work 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 that does not have an applicable apprenticeship or training program. 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 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. In order to fulfill this requirement, it shall not be necessary that an 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.

By Order of

City of Danville
(Awarding Authority)

Lisa K Monson
County Engineer/County Superintendent of Highways/Municipal Clerk

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

Proposal Bid Bond

Dearborn Drainage Improvements

Vermilion

City of Danville

Bid 675

RETURN WITH BID

PAPER BID BOND

WE, as PRINCIPAL,

and

as SURETY,

are held jointly, severally and firmly bound unto the City of Danville (hereafter referred to as “COD”) 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 COD 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 COD 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 COD 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 COD determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the COD 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)

Surety

__________________________
(Name of Surety)

By: _________________________
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF ________________________, I, ________________________, a Notary Public in and for said county, 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 _________________________

(Notary Public)

ELECTRONIC BID

☐ Electronic bid bond is allowed (box must be checked by COD 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 COD 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)

By: _________________________
(Signature and Title)

Date
1. Proposal of Dearborn Street Drainage Improvements for the improvement of the above section by the construction of N/A

A total distance of N/A feet, of which a distance of N/A feet, (N/A miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Danville - Engineering.

3. The specifications referred to herein are the Standard Specifications for Water & Sewer Main Construction in Illinois prepared by the Illinois Society of Professional Engineers and 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 ---- working days or by Substantial completion by September 1, 2021 and seeding by October 15, 2021

6. A proposal guaranty in the amount of 5% of the total bid price will be required. Bid Bonds ☐ will ☐ will not be allowed as proposal guaranties. Accompanying this proposal is either a bid bond if allowed, on form CODBLR 12230 or a proposal guaranty cashier’s or certified check made payable to: STEPHANIE WILSON Treasurer of the 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: Project Number N/A.

8. 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 City of Danville.

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 firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

12. The undersigned submits herewith the SCHEDULE OF PRICES covering the work to be performed under this contract.
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
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 web site 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.
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.
# UNIT PRICE SCHEDULE - RETURN WITH BID

Dearborn Street Drainage Improvements

<table>
<thead>
<tr>
<th>Code No</th>
<th>Item</th>
<th>Unit of Measure</th>
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**TOTAL COST OF WORK INCLUDING LABOR, MATERIALS AND PROFITS**

City shall pay Contractor for completion of the Work in accordance with the Contract Documents and amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the Quantity of that item as indicated within the Unit Price Schedule. The City reserves the right to strike out or remove an Item from the Unit Price Schedule.
CITY OF DANVILLE

RETURN WITH BID

Project
Dearborn Drainage Improvements

County
Vermilion

Local Agency
City of Danville

Project No.
N/A

(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

President

Insert Names of Officers

President

Secretary

Treasurer

Attest: Secretary
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, Administrator
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: ______________________

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, Administrator
Human Relations Department
City of Danville
Municipal Building
17 West Main Street
Danville, IL 61832
(217) 431-2280
(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, Administrator
       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 complain.
EXECUTE AFTER CONTRACT AWARD

1. THIS AGREEMENT, made and concluded the ________ day of ________________, Month and Year, between the ____________________________ of ____________________________ acting by and through its ____________________________ known as the party of the first part, and ____________________________ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Project No. __________, approved by the Department of Engineering of the City of Danville __________, in __________, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: ____________________________ Clerk

By ____________________________ Party of the First Part

(Seal)

(If a Corporation)

Corporate ____________________________

By ____________________________ Party of the Second Part

(If a Co-Partnership)

Attest: ____________________________

Secretary

________________________

Partners doing Business under the firm name of

________________________

Party of the Second Part

(If an individual)

Party of the Second Part
EXECUTE AFTER CONTRACT AWARD

Dearborn Drainage Improvements
Vermilion
City of Danville
BID 675

We, a/an) □ Individual  □ Co-partnership  □ Corporation organized under , as PRINCIPAL,

______________________________

as SURETY,

are held and firmly bound unto the City of Danville (hereafter referred to as “COD”) in the penal sum of

| Dollars ( ) | ) | lawful money of the United States, well and truly to be paid unto said COD, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the COD this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the COD acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the COD and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.
IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this __________ day of __________ A.D. ______

PRINCIPAL

(Company Name)

By: ____________________________
   (Signature & Title)

Attest: ____________________________
   (Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF ____________________________

I, ____________________________, a Notary Public in and for said county, do hereby certify that

______________________________

(SEAL)

Notary Public

SURETY

By: ____________________________
   (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF ____________________________

I, ____________________________, a Notary Public in and for said county, do hereby certify that

______________________________

(SEAL)

Notary Public

Approved this __________ day of __________, A.D. ______

Attest:

______________________________
   (City of Danville)

______________________________
   (Mayor)
## SPECIAL PROVISIONS TABLE OF CONTENTS

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<th>SHEET NO.</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>Opening Paragraph</td>
</tr>
<tr>
<td>1</td>
<td>Description of Work</td>
</tr>
<tr>
<td>1-2</td>
<td>Traffic Control Plan</td>
</tr>
<tr>
<td>3</td>
<td>Seeding, Class 1 (Special)</td>
</tr>
<tr>
<td>3</td>
<td>Temporary Erosion Control Seeding</td>
</tr>
<tr>
<td>3-4</td>
<td>Patching</td>
</tr>
<tr>
<td>4</td>
<td>Storm Sewer, Class B</td>
</tr>
<tr>
<td>5</td>
<td>Doghouse Manhole</td>
</tr>
<tr>
<td>5</td>
<td>Storm Sewer Excavation</td>
</tr>
<tr>
<td>5</td>
<td>Storm Sewer Structure Adjusting Rings</td>
</tr>
<tr>
<td>5</td>
<td>Concrete Gutter, Type A (Special)</td>
</tr>
<tr>
<td>6-8</td>
<td>Washout Basin</td>
</tr>
<tr>
<td>8</td>
<td>Mobilization</td>
</tr>
<tr>
<td>8</td>
<td>Utilities</td>
</tr>
</tbody>
</table>
SPECIAL PROVISIONS
The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, 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 Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of the Dearborn Street Drainage Improvement, and in case of conflict with any part, or parts, of said Specifications, the Special Provisions shall take precedence and govern.

DESCRIPTION OF WORK
The work included in this contract consists primarily of Construction of Storm Sewers; Manholes; Inlets; Seeding; and all other items to complete the construction.

TRAFFIC CONTROL PLAN
Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications, the following Highway Standards relating to Traffic Control, the listed Supplemental Specifications and Recurring Special Provisions.

Highway Standards: 701001, 701006, 701011, 701301, 701501 and 701901

Traffic: It is the intention that all streets be kept open to traffic and access to all private residences and commercial businesses be maintained at all times during construction. The Contractor will be able to close the entrances into the apartment complex on the west side of Dearborn Street. One entrance shall be left open to normal traffic flow at all times. Construction of the inlet and storm sewer in the entrance to the apartment complex on the east side of Dearborn Street shall be done in such a manner as to cause as little disruption to access as possible.

The Contractor shall contact residents of the apartment complexes prior to any closure that will affect their access. Residents shall be informed of the construction procedure, expected length of disruption and the route they will need to use for ingress and egress.
**STAGE CONSTRUCTED ACROSS ROAD STRUCTURES**
The contractor shall construct all across road drainage structures in half lengths.

All traffic control associated with constructing across road drainage structures shall be included in the unit bid price for TRAFFIC CONTROL AND PROTECTION, STANDARD 701501.

Construction of drainage structures crossing side streets shall be performed in the following manner:
The work shall be accomplished by laying the first half-length of the structure, backfilling to the top of the sub-grade with trench backfill or controlled low-strength material and then placing a temporary patch. The structure shall then be completed and a temporary patch installed. Installation of permanent patches shall be completed no sooner than 14 calendar days after the completion of the temporary patch.

Temporary patches shall consist of CA-6 compacted to the satisfaction of the Engineer and graded to within 2 inches below the existing surface, and a 2 inch lift of cold-mix asphalt, meeting the approval of the Engineer, used for the top 2 inch lift. Temporary patches shall be placed before opening the road to traffic. Temporary patches shall be placed and maintained as directed by the Engineer at no additional cost. Temporary patches will only be removed where a permanent patch is to be constructed.

Temporary patches will not be paid for separately but will be considered included in the cost of the across road structure involved. Any delays or inconveniences caused the Contractor due to complying with this requirement will be considered to be included in the cost of the contract and no additional compensation will be allowed.

The following Traffic Control Standards will be utilized during, but not limited to the listed construction operations:

**Standard 701001:** Shall be used whenever vehicles, equipment or workers do not encroach within 15 feet of the pavement edge.

**Standard 701006:** Shall be used whenever vehicles, equipment or workers do not encroach within 24 inches of the pavement edge.

**Standard 701011:** Grading and Clean-up Operations that do not encroach on the pavement edge.

**Standard 701301:** Shall be used whenever vehicles, equipment or workers encroach on the pavement and the duration of encroachment is 60 minutes or less.

**Standard 701501:** Shall be used whenever it is necessary to close an open lane of traffic.
SEEDING, CLASS 1 (SPECIAL)
All earth slopes disturbed by construction, shall be seeded with Class 1 Seeding, fertilized and mulched in accordance with Method 3A. The seeding, fertilizer and mulch shall be performed in accordance with the applicable portions of Sections 250 and 251 of the Standard Specifications.

Basis of Payment:
Revise Article 250.10 to read: This work will be paid for at the contract unit price Lump Sum for SEEDING, CLASS 1 (SPECIAL), which price will be payment in full to complete the work as specified including Mulch.

TEMPORARY EROSION CONTROL SEEDING
This work shall be performed in accordance with the Article 280.04(f) of the Standard Specifications except as modified below.

Basis of Payment:
Revise Article 280.08(e) to read: This work will be paid for at the contract unit price Lump Sum for TEMPORARY EROSION CONTROL SEEDING, which price will be payment in full to complete the work as specified.

PATCHING
All existing typical cross sections included in the plans show assumed components and depths for the pavement structure.

The pavement patch on Perrysville Road shall be a Class D Patch performed in accordance with applicable portions of Section 442 of the Standard Specifications and Highway Standard 442201. The depth of this patch shall match the depth of the existing pavement structure on Perrysville Road.

All other patches shown in the plans shall consist of an 8" Aggregate Base placed in accordance with applicable portions of Section 351 of the Standard Specifications for Type B Aggregate. The aggregate shall be graded to 3" below the existing surface. The Contractor shall place a 3" lift of Incidental Hot-Mix Asphalt Surfacing over the aggregate.

Where excavation is performed in any existing aggregate parking area, the Contractor shall place an aggregate patch conforming to applicable portions of Section 402 of the Standard Specifications for Type B Aggregate. The depth of the patch will be the same as the depth of the existing aggregate with a 6" minimum depth.

Basis of Payment:
The patch on Perrysville Road will be paid for at the contract unit price Square Yard for CLASS D PATCHES, TYPE II, 11 INCH, which price will be payment in full to remove and replace the existing pavement to the full depth of the existing pavement. All other side streets patches will be paid for at the contract unit price Ton for AGGREGATE BASE COURSE, TYPE B and Ton for INCIDENTAL HOT-MIX ASPHALT SURFACING, which prices will be in full to remove and replace the existing pavement as specified. Patches in the aggregate parking areas will be paid for at the contract unit price Ton for AGGREGATE SURFACE COURSE, TYPE B.

**STORM SEWERS, CLASS B 550B0120**

This work shall conform to applicable portions of Section 550 of the Standard Specifications, the details included in the plans and the following specifications.

All Class B storm sewer shall be ADS N-12 water tight pipe or approved equal and shall meet the requirements of ASTM F2648. All Class B storm sewer shall have a smooth interior and annular exterior corrugations.

**Joint Performance**

Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight with gaskets and shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

**Fittings**

Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F 2306.

**Material Properties**

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 435420C (ESCR Test Condition B) as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%.

**Installation and Backfill**

Installation and backfill shall be in accordance with applicable portions of Section 550 of the Standard Specifications, details included in the plans, ASTM D2321 and manufacturers recommended installation and backfill guidelines.

**Method of Measurement:**

This work shall be measured and paid for in accordance with Articles 550.09 and 550.10 of the Standard Specifications.
**DOGHOUSE MANHOLE**
This work shall be done in accordance with applicable portions of Section 602 of the Standard Specifications and Standard 602401 except as modified below.

Structure number 1 is to be set over the existing storm sewer. This structure shall be fabricated without an integral bottom slab and openings in the walls that will set over the existing sewers. The bottom slab may be either a precast slab or a cast in place slab. Any portion of the existing sewer, that is to remain, and damaged by the Contractor’s operations will be replaced at no additional cost to the City of Danville.

This work will be paid for at the contract unit price Each for MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, which price will be payment in full to complete the work as specified.

**STORM SEWER EXCAVATION**
No excavated material will be allowed to be deposited on the aggregate surface of any alley or apartment parking areas. All excavated material must be loaded in trucks and disposed of outside the limits of this project.

This work will not be paid for separately but will be considered included in the unit bid price type Storm Sewer involved.

**STORM SEWER STRUCTURE ADJUSTING RINGS**
For all structures, falling within the aggregate parking and drive surfaces a minimum of 6" of adjusting rings shall be installed and accounted for future HMA paving by others.

This work will not be paid for separately but will be considered included in the unit bid price for type Manhole or Inlet involved.

**CONCRETE GUTTER, TYPE A (SPECIAL) X6062700**
This work shall be done in accordance with applicable portions of Section 606 of the Standard Specifications and Standard 606101 except that the width and configuration of the proposed gutter will match the existing gutter adjacent to the gutter being replaced.

This work will be paid for at the contract unit price Foot for CONCRETE GUTTER, TYPE A (SPECIAL), which price will be payment in full for all labor, equipment and materials to complete the work as specified.
**WASHOUT BASIN X0326806**  
Date Prepared: July 1, 2016

By: City of Danville

**Description:** WASHOUT BASINS are used to contain concrete liquids when the chutes of concrete trucks are rinsed out after delivery of concrete to the construction site. These washout facilities function to consolidate solids for disposal and prevent runoff liquids associated with concrete. Failure to comply with appropriate washout location requirements will result in monetary deficiency deduction against the contractor.

**General Requirements:**

- The contractor must submit a plan of their proposed temporary concrete washout facility to the resident engineer for their approval at least 10 days prior to the first concrete pour.

- Temporary concrete washout facilities are to be in place before any delivery of concrete to the construction site.

- Temporary concrete washout facilities are to be located at least 50 feet from storm drain inlets, open drainage facilities, or water bodies. Each facility is to be located away from construction traffic or access areas to prevent disturbance or tracking.

- A sign is to be installed adjacent to each temporary concrete washout facility to inform concrete equipment operators of the designated washout facility.

**Design:**

Two types of temporary concrete washouts are available for use on construction projects with details:

- Prefabricated Portable Facilities
  - Various products are now being marketed specifically for this purpose.

- Non-Portable Facilities
  - Above Grade
    - Constructed using a barrier wall and polyethylene sheeting.
    - Barrier walls are constructed to create a berm, then lined with a single sheet of 10-mil. Polyethylene sheeting, which is free of holes, tears, or other defects which may compromise the impermeability of
the material. Sandbags are used to hold the sheeting in place on top of the berm.

- Sheetng must extend over entire basin and berm to prevent escape of discharge.

  - Below Grade
    - Constructed via excavation and the use of polyethylene sheeting and sandbags.
    - A pit is first excavated in a designated location and then lined with a single sheet of 10-mil polyethylene sheeting which is free of holes, tears, or other defects, which may compromise the impermeability of the material.
    - Sandbags are then to hold the sheeting in place.

Size of Washouts:

- The number and size of each washout facility is to be determined by the contractor. It is their responsibility to provide enough storage for the excess concrete and water produced on the target.

- Non-portable facilities are to have a minimum length and width of 10’.

Inspections/Maintenance/Removal:

- Temporary concrete washout facilities are to be inspected by the resident engineer during their weekly erosion and sediment control inspection, after a storm event of ½” or greater and at the end of any day when concrete has been poured on the construction site. The inspector is to ensure that there are no leaks, no spills, and that the facilities’ capacity has not yet been compromised.

- Any overflowing of the washout facilities onto the ground must be cleaned up and removed within 24 hours of discovery.

- If a rain or snow event is forecasted, a non-collapsing, non-water collecting cover shall be placed over the washout facility and secured to prevent accumulation and overflow of precipitation.

- Contents of each concrete washout facility are not to exceed 75% of its designed capacity. If the contents reach 75% capacity, discontinue pouring concrete into the facility until it has been cleaned out.

- Allow slurry to evaporate or remove from the site in a safe manner (i.e., vacuum truck). All hardened material can then be removed and disposed of properly.
• If a lined basin is used, immediately replace the liner if it becomes damaged.

• Remove temporary concrete washout facilities when they are no longer needed and restore the disturbed areas to their original condition.

• Note the locations of temporary concrete washout facilities and any changes to these facilities on the SWPPP.

**Basis of Payment:** The work shall be paid for at the contract unit price LUMP SUM for WASHOUT BASIN, which price shall be payment in full for all material, labor, excavation, inspection, and maintenance of the facility, and cleaning and removal.

**MOBILIZATION**
Replace Articles 671.02(a), (b), and (c) of the Standard Specifications with the following:

“(a) Upon execution of the contract, 90 percent of the pay item will be paid.

(b) When 90 percent of the adjusted contract value is earned, the remaining ten percent of the pay item will be paid along with any amount bid in excess of six percent of the original contract amount.”

**UTILITIES:**
There are utilities that may require adjustment due to the construction of this project. Some of these adjustments may be done prior to construction and some may need to be done at the time of construction. If a utility adjustment is needed, the Engineer will be responsible for contacting and coordinating with the utility company any necessary adjustments.

Prior to any excavation, it is the responsibility of the contractor to call J.U.L.I.E. at 800-892-0123 to have the location of all utility facilities marked by the utility company.

If a utility conflict exists, the contractor shall make every effort possible to perform his operations so as to not disturb the utility.