Specifications, Plans, Contract Proposal, Contract Bid Bond for the:

2021 Miscellaneous Concrete Improvements

BID 673

City of Danville, Illinois

Bid Opening: May 5th, 2021 at 2:00 pm

City of Danville Department of Public Works
Danville Municipal Building, 17 W. Main Street, Danville, IL 61832

Sam Cole, City Engineer

Bid. No. 673
CITY OF DANVILLE

Notice to Bidders

2021 Misc. Concrete
VERMILION
DANVILLE
BID 673

RETURN WITH BID

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 ST DANVILLE, IL 61832
until 2:00 o'clock P.M., May 5, 2021
Proposals will be opened and read publicly at the office of CITY CLERK by mail or hand delivery
at 2:00 o'clock P.M., May 5, 2021

To CITY CLERK – BID # 17 W. MAIN ST., DANVILLE, IL 61832.

Description of Work

Name 2021 Misc. Concrete work
Location
Proposed Improvement ADA Ramps, Sidewalk replacement, Curb and Gutter replacement and Concrete Driveway pavement

Bidders Instructions

1. Plans and proposal forms will be available 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. Signatures
   f. Proposal Bid Bond (if applicable)
   g. Vendor’s Sworn Statement Re. Delinquent Taxes

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 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

<table>
<thead>
<tr>
<th>Project</th>
<th>2021 Misc. Concrete</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>VERMILION</td>
</tr>
<tr>
<td>Local Agency</td>
<td>DANVILLE</td>
</tr>
<tr>
<td>Project No.</td>
<td>Bid 673</td>
</tr>
</tbody>
</table>

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 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)

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

Surety

[Company Name]

By: _____________________________

(Signature and Title)

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF __________________________

I, __________________________, a Notary Public in and for said county,

do hereby certify that __________________________, 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)

__________________________________________________________________________ (Signature and Title)

Date

CODBLR 12230 (Rev. 7/05)
1. Proposal of

for the improvement of the above section by the construction of ADA Ramps, curb and gutter, sidewalk,

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

2. The plans for the proposed work are those prepared by CITY ENGINEER, 1155 E VOORHEES, SUITE A

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 30 working days or by August 1, 2021 unless additional time is granted in accordance with the specifications.

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 guarantees. 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 ____________

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.
<table>
<thead>
<tr>
<th>Item Number</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sidewalk removal</td>
<td>4584</td>
<td>4381</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>PCC Sidewalk 5&quot;</td>
<td>SQ. FT.</td>
<td>3466</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PCC Sidewalk 5&quot; sp</td>
<td>SQ. FT.</td>
<td>1118</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Detectable warnings</td>
<td>SQ. FT.</td>
<td>82</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Comb Curb &amp; Gutter removal</td>
<td>FOOT</td>
<td>1528</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>PCC Combination Curb &amp; Gutter</td>
<td>FOOT</td>
<td>1111</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>TYPE B CURB</td>
<td>FOOT</td>
<td>417</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>PCC DRIVEWAY PAVEMENT REMOVAL</td>
<td>SQ. YD.</td>
<td>147</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>PCC DRIVEWAY PAVEMENT 6&quot;</td>
<td>SQ. YD.</td>
<td>147</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>WASH OUT BASIN</td>
<td>L SUM</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Traffic Control &amp; Protection</td>
<td>L SUM</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Denotes Special Provision
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 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 for Materials,” in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of Bid 537, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

IDOT PROVISIONS

The IDOT Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions, Local Roads Special Provisions, and Highway Standards applicable to this contract are hereby incorporated into and made part of this contract. The documents are not reproduced herein but may be found at www.dot.state.il.us or will be provided upon request to the City of Danville.

INTENT OF PROJECT

The intent of the project is to rehabilitate the sidewalk and curb ramps on Townsend St. and South St. This contract includes:
1. Installation of ADA curbs ramps.
2. Installation of ADA sidewalk.
3. Constructing combination curb and gutter to improve turn radii.
4. Constructing pcc Driveway pavement.

SCHEDULE OF WORK

- ADA Curb Ramps at Bluff St. & Gilbert St.
- ADA Curb Ramps at Ave C & Oakwood Ave.
- Construction Combination curb and gutter and driveway pavement at Bradford Place & Woodlawn Ave.
- Driveway at 1502 N. Logan ave (notify home owner prior to any work beginning)
- ADA Curb ramp and pcc sidewalk at Harvey St. & Seminary ST.
- Sidewalk at 503 N Jackson and North Vermilion locations
COMPLETION DATE

The Contractor shall complete the curb and sidewalk ramps at the following locations by July 2, 2021, the remaining work shall be completed on or before August 1, 2021.

- South Gilbert & Bluff st.
- Oakwood Ave & Ave C

TRAFFIC CONTROL PLAN
Date Prepared: May 27, 2008
By: City of Danville

Traffic Control shall be according to applicable sections of the Standard Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, 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, and the listed Supplemental Specifications and Recurring Special Provisions.

Highway Standards:

701501  701701  701801  701901

It is the intention of the City that all streets be kept open to traffic at all times during construction except as noted. One-way traffic will be permitted in the immediate work areas during construction. At all other times, two-way traffic shall be maintained throughout the project.

At any particular location, the Contractor shall work on only one side of the pavement at a time, and shall keep all equipment, materials and vehicles off of the right-of-way on the side of the pavement that is open to traffic.

The Contractor shall provide and maintain access to commercial and private properties abutting the highway being improved. Access to commercial property shall at no time be shut off completely and at no time shall a private entrance be closed for an extended period of time as determined by the Engineer.
Urban Traffic Control: The Contractor shall close alternating side streets so as to keep disruption to traffic at a minimum. The Contractor shall schedule his operations on side streets closed to all traffic as to keep the time of closure to a minimum. The Contractor shall open the side street after each successive operation. Required flaggers at side streets shall be included in the cost of the work for which they are needed and no additional compensation shall be allowed.

During periods of closure the Contractor shall provide traffic control devices in accordance with the Typical Applications for Traffic Control Devices for Side Street Closures.

In areas where parking is permitted, the Contractor shall install “NO PARKING ANY TIME – POLICE ORDER” signs one day in advance of the next days’ operation with adequate placement to clear the next days’ work area. The Contractor shall insure that the streets are adequately cleared before proceeding with the work. The Contractor shall remove the signs when the area of work is opened to traffic. The Engineer will provide the signs as requested by the Contractor. The Contractor shall return the signs to the Engineer at the close of the project.

Basis of Payment: Full compensation for complying with the provisions of these specifications shall be considered as included in the contract prices for the various items of work involved and no separate payment will be made.

Traffic Control and Protection Standards 701501, 701701, 701801: Traffic Control and Protection Standards 701501, 701701, and 701801 shall be used for operations requiring lane closures. Traffic Control and Protection will be measured for payment and paid at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION SPECIAL.

PORTLAND CEMENT CONCRETE SIDEWALK 5” SPECIAL
Date Prepared: May 17, 2013
By: City of Danville

Description: This work shall include all labor, materials and equipment required to construct 5” PCC sidewalk ramps in accordance with Article 424 of the Standard Specifications and the Highway Standards. It shall include removals, earth excavation, all new sidewalk ramps, integral curbs, integral flares, and other necessary items to complete this item.
Measurement and Basis of Payment: This work shall be measured for payment in place and paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5” SPECIAL and no additional compensation will be allowed.

**DETECTABLE WARNINGS**

Date Prepared: May 8, 2012
By: City of Danville

Description: This work shall consist of furnishing and installing detectable warnings according to Section 424 of the IDOT Standard Specifications. The detectable warnings shall be installed in close conformity with the details, lines, and grades shown in the plans or established by the Engineer. This work includes all materials and labor necessary to set and secure the detectable warning to the sidewalk ramp.

Materials: The detectable warning panels shall be **unpainted cast gray iron** according to Article 1006.14 with integral lugs and vent holes. Detectable warnings shall be 2 feet wide and of lengths and radii matching the sidewalk opening width and the back of curb radii. Radius and chord information given is provided on the sketches for all detectable warnings that are not standard rectangle panels.

Measurement and Payment: Detectable warnings shall be measured for payment in place and paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

**COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12 (ABUTTING EXISTING PAVEMENT)**

Date Prepared: June 2, 2014
By: City of Danville

This item of work shall consist of all labor, materials, equipment and incidentals required to construct combination concrete curb and gutter with a minimum gutter thickness of the existing pavement or 9 inches, whichever is more according to Section 606 of the Standard Specifications.
This work shall consist of forming, pouring pcc combination curb and gutter, and backfilling with topsoil and seeding in areas where the curb does not meet existing driveway approaches. Face forms for the gutter pan will be required. The city will patch in the edge of pavement along Bradford Place and Woodlawn Ave., in all other areas the contractor will be required to patch in edge of pavement with cold mix asphalt.

**Construction:** Construction shall be according to Section 606 of the Standard Specifications and as detailed in the highway standards listed on the plans.

**Measurement:** Measurement for payment shall be according to Section 606 of the Standard Specifications.

**Basis of Payment:** This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB & GUTTER TYPE B-6.12 (ABUTTING EXISTING PAVEMENT)

**Type B Curb**
Date Prepared: June 2, 2014
By: City of Danville
This item of work shall consist of all labor, materials, equipment and incidentals required to construct type B curb with a minimum thickness below existing pavement of 9 inches, according to Section 606 of the Standard Specifications.

This work shall consist of forming, pouring pcc type B curb and backfilling with topsoil and seeding in areas where the curb does not meet existing driveway approaches. Face forms for the gutter pan will be required. The city will patch in the edge of pavement along Clay St. and Robinson st.

**Construction:** Construction shall be according to Section 606 of the Standard Specifications and as detailed in the highway standards listed on the plans.

**Measurement:** Measurement for payment shall be according to Section 606 of the Standard Specifications.

**Basis of Payment:** This work will be paid for at the contract unit price per foot for TYPE B CURB.

**REMOVALS**
Date Prepared: June 30, 2015
By: City of Danville
All removals shall be according to Section 440 of the Standard Specifications. This work shall include placing topsoil, grading, seeding and mulching according to Sections 211, 250, and 251 of the Standard Specifications in areas disturbed by construction and as determined by the Engineer.

Basis of payment shall be according to Article 440.08 which shall include topsoil placement, grading, seeding, and mulching and no additional compensation shall be allowed.

**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. 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 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 Dan ville, Illinois, has an executed contract, all bidders’ deposits relevant to that bid will be returned except those given the award of contract but refusing or neglecting to execute a contract with the City of Danville, Illinois.

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

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

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

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

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

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

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

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

SECTION 95.15

Dear Contractor/Vendor:

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

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

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

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

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

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

Sincerely,

CITY OF DANVILLE

Sandra R. Houston
Department of Human Relations

Enclosed: Employer Report Form CC-1
Workforce Addendum
Sexual Harassment Guidelines
Employee Utilization Form
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: ________________________________________
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. Houston, Director
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

<table>
<thead>
<tr>
<th>Job Classifications</th>
<th>Total Employees</th>
<th>Caucasian</th>
<th>Black</th>
<th>Hispanic</th>
<th>American Indian</th>
<th>Asian</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M</td>
<td>F</td>
<td>M</td>
<td>F</td>
<td>M</td>
<td>F</td>
</tr>
<tr>
<td>Officials, Managers, Supervisors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>White Collar Trainees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled Crafts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-the-Job Trainees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi-Skilled</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unskilled</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Above Employee Figures obtained from: ____ Visual Check ____ Employment Record
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. Houston, 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.