

**SPECIFICATIONS FOR  
DEMOLITION  
1401 & 1403 NORTH 4<sup>TH</sup> STREET  
EFFINGHAM, IL**

**Prepared for:  
CITY OF EFFINGHAM  
P.O. Box 648  
Effingham, IL 62401**

**Prepared by:**



**114 W. WASHINGTON AVE., P.O. BOX 897  
EFFINGHAM, IL 62401  
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MARCH 2024  
Job #23003 BG8

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## NOTICE TO CONTRACTORS

Sealed proposals for the will be received by the City of Effingham, Illinois, 201 E. Jefferson, Effingham, IL 62401 in the office of the City Clerk until **Tuesday, April 30, 2024** at **10:10 a.m.** and will then be publicly opened and read in the Council Chambers.

The proposed work is officially known as “DEMOLITION 1401 & 1403 NORTH 4<sup>TH</sup> STREET” for the City of Effingham, Illinois. The project shall consist of the demolition of two houses, outbuildings, concrete silos, miscellaneous pavement, trees and other miscellaneous items.

- The primary structure at 1401 N. 4<sup>th</sup> Street consists of a 2-story brick home with a first floor of approximately 1,905 SF, a second floor of approximately 1,270 SF and a full basement of approximately 1,270 SF.
- The second structure is a detached garage of approximately 900 SF, with complete concrete flooring and foundation.
- The third structure is approximately a 2,330 SF two-story barn with an additional approximately 3,050 SF of concrete pavement surrounding it as well as a concrete floor and foundation.
- The fourth structure is a single-story barn (approximately 1,130 SF) with concrete foundation and concrete entrance slab.
- The fifth structure is a single-story barn (approximately 1,780 SF) with concrete foundation and entrance slab.
- The sixth structure is a storage shed (approximately 445 SF) with concrete foundation and entrance slab.
- The seventh structure is a silo barn (approximately 1,890 SF) with a concrete foundation and entrance. The two concrete silos (approximately 250 SF each) are attached to the back side of the structure, a concrete parking area at the front entrance, a connecting walkway to the other buildings, and a large concrete flowerpot in the center of the parking area.
- The eighth structure is a concrete base from a previous grain silo.
- The ninth structure at 1403 N 4<sup>th</sup> Street consists of a one-story home of approximately 1,620 feet and an entrance driveway constructed of aggregate base course.

The structures in their entirety shall be removed, including all foundations to a depth 3 feet below the existing surface.

Asbestos removal and abatement shall be in a separate contract.

The Contract Documents, consisting of the Notice to Contractors, Special Provisions, Contract, Proposal, Notice of Award, Notice to Proceed, Change Order, Specifications, Addenda may be examined at the following locations:

Plans, specifications and documents are on file in the office of Milano & Grunloh Engineers, LLC, 114 W. Washington, Effingham, IL 62401.

Copies of the plans and specifications may be obtained at the office of Milano & Grunloh Engineers, LLC, 114 W. Washington, Effingham, IL 62401 (phone 217-347-7262).

No special arrangements are required to visit the site. If access to the buildings is required, contact the City of Effingham (phone 217-342-5303).

Proposals must be submitted to the City Clerk and shall be enclosed in a separate and sealed envelope endorsed "Demolition 1401 & 1403 North 4<sup>th</sup> Street". Each proposal shall contain the name of every person or firm interested in the same and shall be accompanied by a bid bond, bank cashier's check, bank draft or certified check for not less than five (5) percent of the amount of the bid. A surety bond for the full amount of the award is required. Failure on the part of the contractor to deliver the materials within the time specified or to do the work as specified herein will be considered just cause to forfeit the surety.

The City of Effingham reserves the right to reject any or all bids, waive or not waive any informality in the bids, and to accept any bid which it deems most favorable to the City.

It is agreed that this bid may not be withdrawn for a period of 45 days from opening thereof or it will be subject to forfeit the 5% Bid Bond provided with the bid.

It is anticipated that a Notice of Award of a contract will be issued within 30-to-45 days of the date bids are received and that a Notice to Proceed will be issued within 10 days of the date of the Notice of Award if contractor provides proper insurance and bonding in a timely manner.

Work on this project is subject to the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). Contractor shall not pay less than prevailing wages to all laborers, workman, and mechanics or any other trade performing work under this contract, and shall comply with the requirements of the act stated above. Prevailing Wages, as determined by the Illinois Department of Labor and the current prevailing wages in effect at the time of the work, as established by the City of Effingham. The submission of monthly certified payrolls to the City of Effingham will be required.

Work on this project is subject to the Illinois Substance Abuse Prevention on Public Works Project Act as enacted by P.A. 95-0635.

BY ORDER OF THE CITY COUNCIL  
CITY OF EFFINGHAM, ILLINOIS

---

Steven Miller, *City Administrator*

Date: \_\_\_\_\_

BID

TO THE OWNER, \_\_\_\_\_

1. Bid of \_\_\_\_\_  
(Name and Address of Bidder)

for the WORK, designated in Paragraph 2 below, by the construction “DEMOLITION 1401 & 1403 NORTH 4<sup>TH</sup> STREET”

2. The Plans for the proposed WORK are those prepared by Milano & Grunloh Engineers, LLC dated March 29, 2024 which Plans are designated as and which cover the WORK described in Paragraph 1 above.

3. In submitting this Bid, the undersigned declares that the only persons or parties interested in the Bid as principals are those named herein, and that the Bid is made without collusion with any other person, firm, or corporation.

4. The undersigned further declares that he/she has carefully examined the Bid Documents, form of CONTRACT and Contract Bond; and that he/she has inspected in detail the site of the proposed WORK; and that he/she has familiarized himself/herself with all of the local conditions affecting the CONTRACT and the detailed requirements of construction, and understands that in making this Bid he/she waives all right to plead any misunderstanding regarding the same.

5. The undersigned further understands and agrees that if this Bid is accepted he/she is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the WORK, and to furnish all of the materials specified in the CONTRACT, except such materials as are to be furnished by the OWNER, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

6. The undersigned declares that he/she understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he/she will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.

7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices the latter shall apply.

8. The undersigned further agrees that if the OWNER declares to extend or shorten the WORK, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications and Special Provisions, he/she will perform the WORK as altered, increased or decreased.

9. The undersigned further agrees that the OWNER may, at any time during the progress of the WORK covered by this CONTRACT, order other WORK or materials. All such WORK and

materials that do not appear in the proposal or CONTRACT as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this CONTRACT, shall be performed as Extra Work.

10. The undersigned further agrees to execute a CONTRACT for this WORK and present the same to the OWNER within fifteen (15) days after the receipt of Notice of Award of the CONTRACT.
11. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the receipt of Notice of Award, a Contract Bond satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the CONTRACT, guaranteeing the faithful performance of the WORK in accordance with the terms of the CONTRACT.
12. The undersigned further agrees to begin WORK not later than the date specified in the Notice to Proceed, and to prosecute the WORK in such manner and with sufficient materials, equipment, and labor as will insure its completion within the Contract Time specified herein, it being understood and agreed that the completion within the Contract Time is an essential part of the CONTRACT. Undersigned agrees to complete the WORK within the time period stated in the Standard Form of the "Invitation to Bidders", unless additional time shall be granted by the ENGINEER in accordance with the provisions of the Specifications and Special Provisions. In case of failure to complete the WORK within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER, shall withhold, from such sums as may be due him/her under the terms of this CONTRACT, the costs set forth in the Specifications and Special Provisions, which costs shall be considered and treated not as a penalty but as liquidated damages due the OWNER from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours, and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the WORK within the CONTRACT time.
13. Accompanying this Bid is a bank draft, bank cashier's check, certified check, or bid bond, complying with the requirements of the Specifications and Special Provisions made payable to

---

The amount of the check or draft is (not less than 5% of the amount of bid)

---

\$( \_\_\_\_\_ )

If this Bid is accepted and the undersigned shall fail to execute a CONTRACT and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the OWNER, and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said CONTRACT and Contract Bond; otherwise said check or draft, or bidder's bond substituted in lieu thereof shall be returned to the undersigned. ATTACH BID BOND, BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK HERE

In the event that one check or draft is intended to cover two or more Bids, the amount must be

equal to the sum of the Bid guarantees of the individual sections covered.

14. The undersigned submits herewith his/her schedule of prices covering the WORK to be performed under this CONTRACT. He/she understands that he/she must show in the schedule the unit prices for which he/she proposes to perform each item of WORK and that the extensions must be made by him/her. If not so done his/her proposal may be rejected as irregular.



BID FORM

ITEM NO.	ITEM	UNIT	QUANTITY	TOTAL UNIT PRICE
1	DEMOLITION AT 1401 & 1403 NORTH 4 <sup>TH</sup> STREET	LS	1	
2	SEEDING & MULCHING	LS	1	
3	SIDEWALK AND DRIVEWAY PAVEMENT REMOVAL	LS	1	
4	TREE REMOVAL	LS		
	TOTAL			

Bid for making Entire Improvements.

TOTAL

\_\_\_\_\_

(If an Individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

(If a Partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

(Insert Names and  
Addresses of all  
Partners of the Firm)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If a Corporation)

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_

(President)

Business Address \_\_\_\_\_

\_\_\_\_\_

(Insert Names of  
Officers)

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest \_\_\_\_\_

(Secretary)

(If a Joint Venture)

Corporate Name \_\_\_\_\_  
Signed By \_\_\_\_\_  
(President)  
Business Address \_\_\_\_\_  
\_\_\_\_\_

Corporate Name \_\_\_\_\_  
Signed By \_\_\_\_\_  
(President)  
Business Address \_\_\_\_\_  
\_\_\_\_\_

Corporate Name \_\_\_\_\_  
Signed By \_\_\_\_\_  
(President)  
Business Address \_\_\_\_\_  
\_\_\_\_\_

Corporate Name \_\_\_\_\_  
Signed By \_\_\_\_\_  
(President)  
Business Address \_\_\_\_\_  
\_\_\_\_\_

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are hereby held and firmly bound unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Singed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. The Condition of the above obligation in such that whereas the Principal has submitted to \_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

**NOTICE OF AWARD**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: DEMOLITION 1401 & 1403 NORTH 4<sup>TH</sup> STREET

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_\_\_, and Information for Bidders

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledge copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City of Effingham  
(Owner)  
By \_\_\_\_\_  
Title City Administrator

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_  
Title \_\_\_\_\_

CONTRACT

1. THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_ the City of Effingham \_\_\_\_\_ acting by and through \_\_\_\_\_ the City Council \_\_\_\_\_ known as the OWNER, and \_\_\_\_\_ his/their executors, administrators, successors, or assigns, known as the CONTRACTOR.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Bid Documents hereto attached, to be made and performed by the OWNER, and according to the terms expressed in the Bond referring to these present, the CONTRACTOR agrees with the OWNER 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, Special Provisions, and Specifications hereinafter described and in full compliance with all of the plans of this agreement and the requirements of the ENGINEER under it.

3. And it is also understood and agreed that the Invitation for Bids, Addenda, General Conditions, Special Conditions, Special Provisions, Bid, Plans, Special Provisions, and Specifications, Notice of Award, Notice to Proceed, and Contract Performance and Payment Bonds hereto attached, for

DEMOLITION 1401 & 1403 NORTH 4<sup>TH</sup> STREET  
(Official designation of Project)

\_\_\_\_\_, 20 \_\_\_\_\_, are all 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.

For the OWNER

CITY OF EFFINGHAM

Attest:

\_\_\_\_\_/s/ By \_\_\_\_\_  
(Clerk or Notary Public) (Title)

For the CONTRACTOR

(If a Corporation)

Attest:

Corporate Name \_\_\_\_\_

\_\_\_\_\_/s/ By \_\_\_\_\_  
(Secretary) (President)

(If a Co-Partnership)

\_\_\_\_\_/s/  
\_\_\_\_\_/s/

CORPORATE CERTIFICATIONS

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as Contractor herein; that \_\_\_\_\_  
who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_  
of said corporation; that said Agreement was duly signed for and in behalf of said corporation by  
authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

\_\_\_\_\_  
(Corporate Secretary)



CONTRACT BOND

(Co-Partnership)

KNOWN ALL MEN BY THESE PRESENT, That we \_\_\_\_\_  
\_\_\_\_\_ a co-partnership, of \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ a corporation organized and existing under the laws  
of the State of \_\_\_\_\_ with authority to do business in the State of Illinois as Surety, are held and  
firmly bound unto the \_\_\_\_\_

(OWNER'S Name and Address)

State of Illinois, in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), lawful money of the United States, well and truly to be paid unto said  
\_\_\_\_\_, for the

payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly,  
severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that whereas, the said  
Principal has entered into a written contract with the OWNER which is \_\_\_\_\_  
\_\_\_\_\_ and act through  
\_\_\_\_\_ for the construction of the WORK designated as  
\_\_\_\_\_, 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 insure 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.

CONTRACT BOND

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 such WORK during the time of the performance thereof and until the said WORK shall have been accepted, and shall hold the aforesaid OWNER and its or his agents, 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.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_  
\_\_\_\_\_  
(Governing Board of OWNER)  
By \_\_\_\_\_  
(Title)

\_\_\_\_\_/s/  
Surety \_\_\_\_\_/s/  
By \_\_\_\_\_/s/  
(Attorney In Fact)  
By \_\_\_\_\_/s/  
(Attorney In Fact)

Attest:  
For \_\_\_\_\_  
(OWNER'S Name)

By \_\_\_\_\_  
(Clerk or Notary Public)

MUNICIPAL OR CORPORATE SEAL

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

In WITNESS WHEREOF, We have duly executed the foregoing Obligation this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

\_\_\_\_\_/s/  
\_\_\_\_\_/s/  
\_\_\_\_\_/s/

Partners doing business under the firm name of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public in and for said county in the State aforesaid, do hereby certify that \_\_\_\_\_  
\_\_\_\_\_, who are each personally known to me to be co-partners in the partnership firm doing business under the name and style of \_\_\_\_\_ and also personally known to me to be the same persons who signed the above and foregoing instrument as the Principal therein appeared before me this day in person and acknowledged that they, as such partners in said firm, signed for the said co-partnership, the above and foregoing instruments as and for the free and voluntary act of the said co-partnership firm for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D.20\_\_\_\_\_.

---

(Notary  
Public)

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

I, \_\_\_\_\_, a Notary Public in and for said county, in the State aforesaid, do hereby certify that

\_\_\_\_\_, who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney in Fact for \_\_\_\_\_ thereto, as his Principal, and

his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that .he executed the said instrument under authority given him by his said Principal.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D.20\_\_\_\_\_.

---

(Notary  
Public)

NOTICE TO PROCEED

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
PROJECT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_ and you are to substantially complete the WORK by \_\_\_\_\_ and fully complete the work by \_\_\_\_\_

\_\_\_\_\_  
**City of Effingham**  
**Owner**

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_,

this the \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Employer Identification  
Number \_\_\_\_\_

## OWNER'S GENERAL CONDITIONS

### GENERAL

The following General Conditions and Special Provisions supplement the "Standard Specifications for Road and Bridge Construction of the State of Illinois", adopted January 1, 2022, which govern the construction of the proposed improvements designated as DEMOLITION 1401 & 1403 NORTH 4<sup>TH</sup> STREET in the City of Effingham Illinois, and in case of conflict with any part or parts of said Specifications, the said Special Provisions, Owner's General Conditions and all other documents of this contract shall take precedence and shall govern.

### LIQUIDATED DAMAGES

It is understood and agreed that TIME is of the essence in the performance of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the Time herein set forth will result in certain loss and damage to the Owner.

It is therefore covenanted and agreed that, in case the Contractor of the Work shall fail to Final complete the entire project on or before July 31, 2024, said Contractor shall and will pay to the Owner such sums as may be due him under the terms of the Contract at a rate of \$200.00 per day.

The full amount of such Damages may be deducted from payments due the Contractor, or obtained by other legitimate means of recovery if earned payments withheld are inadequate to cover such damages.

### CONSIDERATION OF PROPOSALS

The proposals received will be compared on the basis of the summation of the products of the items of work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the Proposal prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding contracts, the Owner will, in addition to considering the amounts stated in the Proposals, take into consideration the responsibility of the various Bidders.

### CHANGE ORDER

No work requiring a change order may be accomplished without meeting one or more of the following requirements:

1. Be of an emergency nature, involving services, damage to property, or affecting the safety of workmen.
2. Written approval of the Engineer.

A completed and executed change order before any work commences.

### SAFETY & HEALTH REGULATIONS

"Safety and Health Regulations for Construction", and subsequent amendments thereto, as established by the Department of Labor shall govern the work to be performed under this contract. The "Regulations" are comprised of Chapter XVII of Title 29, Code of Federal Regulations (CFR), Part 1926 (formerly Chapter XIII of Title 29 CFR, Part 1518).

## PROTECTION OF STREAMS, LAKES AND RESERVOIRS

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or minimize siltation of streams, lakes and reservoirs. Where in the opinion of the Engineer, the land has a high potential for erosion, the areas that can be exposed by construction operations at any one time will be subject to approval by the Engineer and the duration of time will be subject to approval by the Engineer and the duration of the exposure of the uncompleted construction to the elements shall be as short as practicable. Erosion control features shall be constructed concurrently with other work as directed by the Engineer.

## SURETY RATING

Surety for the proposal bid bond and contract performance bond shall be rated by A.M. Best Company of Oldwick, New Jersey. The surety shall have a minimum rating of B+. Very Good and financial size category of Class VIII or larger as rated in the latest Best Key Rating Guide.

Bids with bonds from surety not meeting these requirements will result in the bid being declared irregular.

## INSPECTION OF SITE

Each BIDDER should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The BIDDER should thoroughly examine and familiarize himself with the Drawings, Special Provisions, and all other Contract Documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the OWNER will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

## LIMITATION OF AUTHORITY

Except upon written instructions of the ENGINEER, the Resident Project Representative:

- A. Shall not authorize any deviation from the Contract Documents.
- B. Shall not undertake any of the responsibilities of the CONTRACTOR, the subcontractors or the CONTRACTOR'S field superintendent.
- C. Shall not expedite the work for the CONTRACTOR.
- D. Shall not advise on or issue directions relative to any aspect of the construction technique or sequence unless a specific technique or sequence is called for in the Contract Documents.
- E. Shall not authorize the OWNER to occupy the Project in whole or in part prior to final acceptance of the work.
- F. Shall not participate in specialized field or laboratory tests.

## CORRELATION AND INTERPRETATION OF CONTRACT DOCUMENTS

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he will call it to the ENGINEER'S attention in writing before proceeding with the work affected thereby.

## WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The CONTRACTOR shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the OWNER free from any claims, liens, or charges. Neither the CONTRACTOR nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due the CONTRACTOR in the hands of the OWNER. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

## CORRECTION OF WORK

All removal and replacement work shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove and/or replace such WORK and store the materials at the expense of the CONTRACTOR.

## CLEAN AIR ACT OF 1970

All work performed by the Contractor or his subcontractor under this contract will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Control Act (33 W.S.C. 1251 et. seq.) as amended.

## RESPONSIBILITY OF BIDDERS AND SUPPLIERS

The following information shall be used to determine the responsibility of the Bidders, subcontractors, and major equipment manufacturers supplying equipment to the job. A major equipment manufacturer is defined as any manufacturer where aggregate total cost of all equipment supplied to the job exceeds \$100,000.

Any one or more of the following causes may be considered as sufficient for the disqualification and the rejection of his proposal:

(a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.

- (b) Evidence of collusion among bidders.
- (c) Unbalanced lump sum bid breakdown in which the prices for some items are substantially out of proportion to the prices for other items.
- (d) Lack of competency as revealed by financial statement as required below.
- (e) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- (f) Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work.

Each bidder, subcontractor, and major equipment supplier shall furnish the Awarding Authority, upon written request, with satisfactory evidence of his competency to perform the work contemplated. When requested, he shall submit to the Engineer a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The accountant who prepares the statement shall certify that he holds a valid and unrevoked certificate as a Certified Public Accountant, issued in accordance with the laws of the State in which he is licensed. The bidder, if requested, shall also answer questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a proposal.

Before an award is made, the bidder may, at the option of the awarding authority, be required to furnish a statement showing the value of all uncompleted work for which he has entered into contracts.

#### EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

#### INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

#### AWARD OF CONTRACT

Except in cases where the Owner exercises the right reserved to reject any or all proposals, the Contract will be awarded by the Owner, as soon as practicable after the opening of proposals, to the Bidder who has submitted the lowest proposal complying with all requirements necessary to render it formal and who has satisfied the requirements of the specifications or special provisions as to the responsibility of Bidders.



## COMPREHENSIVE GENERAL LIABILITY

All issuance of insurance by the Contractor shall conform to the following terms and conditions:

An insurance policy or policies shall include the City and its officers and employees jointly and severally as additional insured's, shall apply as primary insurance, shall stipulate that no other insurance effected by the City will be called on to contribute to a loss covered hereunder, and shall provide for severability of interests. Said policy or policies shall provide that an act or omission of one insured, which would void or otherwise reduce coverage, shall not reduce or void the coverage as to any other insured. Said policy or policies shall afford full coverage for any claims based on acts, omissions, injury, or damage which occurred or arose, or the onset of which occurred or arose, in whole, or in part, during the policy period. Said policy or policies shall be endorsed to provide thirty (30) calendar days advance written notice of cancellation or any material change to the City.

Policy shall include coverage for Premises and Operations, Contractors Protective Liability, Completed Operations, Broad Form Blanket Contractual Liability, Broad Form Property Damage including Completed Operations and Personal Injury Liability. Where the hazard exists, the coverage shall protect against claims of explosive, collapse, or underground damage. The minimum amounts of insurance shall be as follows:

\$1,000,000 Bodily Injury per Person  
\$1,000,000 Bodily Injury Aggregate Limit  
\$2,000,000 Property Damage per Occurrence  
\$2,000,000 Property Damage Aggregate Limit

Insurance Terms and Conditions—All issuance of insurance by the Permittee shall conform to the following terms and conditions:

An insurance policy or policies shall include the City and its officers and employees jointly and severally as additional insured's, shall apply as primary insurance, shall stipulate that no other insurance effected by the City will be called on to contribute to a loss covered hereunder, and shall provide for severability of interests. Said policy or policies shall provide that an act or omission of one insured, which would void or otherwise reduce coverage, shall not reduce or void the coverage as to any other insured. Said policy or policies shall afford full coverage for any claims based on acts, omissions, injury or damage which occurred or arose, or the onset of which occurred or arose, in whole or in part, during the policy period. Said policy or policies shall be endorsed to provide thirty (30) calendar days in advance written notice of cancellation or any material change to the City. City of Effingham will be listed as an additional insured on a primary non-contributory basis.

## SALVAGE MATERIALS

Existing materials on the project that are to be removed which are of salvageable value shall remain the property of the Contractor. All existing material not of salvageable value shall be disposed of offsite by the Contractor at the Contractor's expense.

## SAFETY AND PROTECTION

CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary

precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

all persons on the Site or who may be affected by the Work;  
all the work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and  
other property at the Site or adjacent thereto, including trees, shrubs, lawns walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with "Payment to Contractor" that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### DELAYS AND EXTENSIONS OF TIME

If the Contractor be delayed at any time in the progress of the work by any act or omission of the Owner or the Engineers, or of any employee of either, or by any other contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control which would not reasonably be expected to occur in connection with or during performance of the work, or by delay authorized by the Engineers pending a decision, or by any cause which the Engineers and Owner shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the Engineers and Owner may decide.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever. This is inclusive of winter shutdown. No additional compensation will be allowed.

#### ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the special provisions.

#### UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should

conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%).

### CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

### TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept sealed. The City Engineer will decide when the specified time has arrived, and no Bid received thereafter will be considered.

### OPENING OF BIDS

At the time and place fixed for the opening of Bids, the City Clerk will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

### WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

### EXECUTION OF AGREEMENT: CONTRACT BOND

a. Subsequent to the award and within fifteen (15) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City of Effingham an Agreement in the form included in the Contract Documents in such number of copies as the City of Effingham may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement.

If applicable State laws require separate bonds as security: (1) for the faithful performance of the Contract; and (2) for the payment of all services, labor, and materials, revise the above paragraph "b" in accordance with the statutory requirements of the particular State of Illinois.

The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the City of Effingham may grant, based upon reasons determined sufficient by the City of Effingham, shall constitute a default, and the City of Effingham may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is

subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising the defaulting Bidder shall have no claim against the City of Effingham for a refund.

FOR ALL CONTRACTS UNDER \$100,000, an irrevocable bank letter of credit from a local (Effingham County) bank setting forth all of the conditions herein before stated and signed and attested to by two officers of said bank and the Contractor shall be considered to be acceptable under this section.

#### SUBSTANTIAL COMPLETION/FINAL COMPLETION

Substantial completion is defined as the point in time the work is sufficiently complete

Final completion is defined at the point in time when 100% of the work required by the contract has been completed and accepted by resolution of the Effingham City Council.

#### SUBSTANCE ABUSE PREVENTION PROGRAM

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department, during performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with a public body: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

## SPECIAL PROVISIONS

### GENERAL CONDITIONS

The Supplemental General Conditions apply to all Contractors and Subcontractors on the job.

### DEFINITIONS

Where the term "Owner" is used throughout these specifications same shall mean City Council of City of Effingham

Where the term "Engineer" is used, it shall refer to Milan and Grunloh Engineers, LLC. Effingham, Illinois, his duly appointed representative; or any other Engineer employed by the Owner.

Where the term "Contractor", "Prime Contractor", or "Principal Contractor" is used, it refers to anyone having a Principal Contract with the Owner.

Where the term "Subcontractor" is used, it refers to anyone having a Contract for labor or material with any of the Principal or Prime Contractor on the job.

### BIDDER'S QUALIFICATIONS

The Owner reserves the right to require from the bidder, prior to the awarding of the Contract, a detailed statement regarding the business, technical organization, and plant of the bidder that is available for the work that is contemplated. Information pertaining to financial projects may also be requested.

Any bidder may be required by the Owner to submit additional data to satisfy the Owner that such bidder is equipped and prepared to fulfill a Contract should a Contract be awarded to him.

The competency and responsibility of bidder and of their proposed Subcontracts will be considered in making awards. The Owner does not oblige himself to accept the lowest or any other proposal.

### THEFT, ETC.

The Contractors shall be responsible for any damage or loss resulting to the work, materials, or tools due to theft, or in any manner not covered by the insurance called for elsewhere in these Specifications. Payments on account of Contract does not relieve Contractors of this obligation. Contractors may carry Theft Insurance at their own option.

### ROYALTIES AND PATENT INFRINGEMENT

The Contractor shall pay all royalties and license fees and shall hold harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any equipment, materials, supplies or construction methods used in the work.

### SOCIAL SECURITY, UNEMPLOYMENT INSURANCE & SALES TAX

The Contractors shall keep records and pay, all social security, withholding tax, unemployment insurance, and other taxes imposed by the various governmental authorities and laws.

This project is exempt from sales tax. The Owner will provide the Contractor with tax exempt identification number upon request.

### MATERIAL AND WORKMANSHIP

The owner or his agent shall have full power to reject any material or workmanship which, in their opinion, does not conform with these specifications or drawings, and cause same to be immediately removed and reconstructed without additional cost to the Owner.

### EXAMINATION OF PREMISES

Before submitting proposals for this work, each bidder will be held to have examined the premises and satisfied himself as to the conditions existing and under which he will be obliged to operate, or that will in any manner, affect the work of this Contract.

No allowance will be made subsequently in this connection on behalf of the Contractor for any error or negligence on his part. The Contractor agrees to accept the existing conditions as found at the time of signing of Contract.

### VISITING THE SITE

Each bidder is required to visit the site and examine it as stipulated above.

### AREAS, QUANTITIES AND MEASUREMENTS

The Contractor shall be responsible for all areas, quantities, and measurements related to the work to be performed under this Contract. No extra charge or compensation shall be allowed the Contractor for any error or negligence on his part. The Contractor shall visit the job site and acquaint himself with all conditions concerning this work.

## PERMITS

The Contractor will obtain and pay for all permits required by Local Law, except as indicated otherwise in these specifications.

## CLEANING OF GROUNDS AND BUILDINGS

At the completion of the project and before final acceptance by the Owner, the area shall be cleared of all rubbish, materials, and debris which accumulate during the process of work under this Contract.

## SUBCONTRACTORS

The Principal Contractors shall be responsible for any and all Subcontractors working under them and shall carry insurance for them or see that they are carrying it themselves so as to relieve the Owner of any and all liability.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

The Owner or Engineer assumes no responsibility for the overlapping or omission of parts of the work by various Subcontractors in their Contracts with the Principal Contractors.

## PATCHING

The expense of any undue alterations, cutting, patching, or repairing of damage due to carelessness or neglect caused by any trade shall be borne by the Contractor for that trade. The work shall be done by the workmen of the Contractor whose work was damaged so that such patching will be least conspicuous.

## OTHER WORK NOT IN CONTRACT

The Owner reserves the right to let separate Contracts for other work in connection with This project but agrees that such work shall not interfere with the work of the Contracts previously made.

## EXTRAS AND CHANGES

Should any extra work or changes be required during the work, the Owner and Contractor conferring through the Engineer, shall agree upon the price for such extra work or changes and the Engineer shall issue a change order to the Contractor for such work as agreed upon. Payment shall be made under same conditions as for original Contract.

Extra work or changes shall be submitted to Engineer for evaluation and shall include the following information:

1. Description of work, i.e.: repair/replace (quantity) of (specified item) by (what) method, @ (where) location.
2. Material List (Quantity & description w/itemized costs)
3. Estimated number of labor hours (subject to change) with a projected cost per hour.
4. Taxes and insurance if applicable
5. Overhead and Profit
6. Justification for any change in Contract Schedule

No payment shall be made for extra work or materials unless a formal written change order is issued by the Engineer.

#### CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final Certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship discovered to be not as specified or shown on the Drawings.

The Contractor shall remedy any defects due thereto, and pay for, any damages to other work resulting therefrom, which shall appear within a period of one year from the date of acceptance.

The Owner shall give notice of observed defects with reasonable promptness. The Engineer shall judge the defects as to maintenance, workmanship, or material defects.

All questions arising under this article shall be decided by the Engineer subject to arbitration.

#### LOCAL LABOR

It is the desire of the Owner that the Contractors make use of all local labor, material, insurance, if possible, as long as it does not work a hardship on the Contractors.

#### PRECEDENCE OF DOCUMENTS

The Contract Documents shall be given precedence in the following order, provided they are in existence at the time of the closing of the Contracts:

1. Agreement
2. General Conditions of the Contract
3. Any Valid Building Code
4. Specifications
5. Full Sized Detail Drawings



## 6 Large Scale Drawings

## 7 General Drawings

Any work that may reasonably be inferred from the specifications or special provisions or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words, which so applied have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards. The CONTRACTOR assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the work to be done.

### PROTECTION OF GENERAL PUBLIC

All Contractors shall provide protection of the general public at all times, providing protection devices as prescribed by laws having jurisdiction.

Any open excavations shall be surrounded by a 4' tall snow fence w/ T-bar posts @ 6'-0" o.c. maximum.

The Contractor will, at all times, take all reasonable precautions for the safety of employees on the project, and of the public and all other persons who may be affected, and will comply with all applicable provisions of Federal, State, and Municipal Safety Laws and Building and Construction Codes.

### GUARANTEE & WARRANTIES

All Prime Contractors shall guarantee their work to extend twelve (12) months beyond the day on which final payment under the Contract falls due, or the date on which the Owner accepts the work as completed, whichever comes first. If final acceptance is by mutual agreement, a proper date shall be determined.

All items requiring a warranty certificate from the manufacturer shall be executed and the certificate delivered to the Engineer before final payment can be approved.

### SUPERINTENDENT

The General Contractor shall always keep a capable superintendent on the job when major work is in progress. This Superintendent shall lay out all work required under the Contract and assist other Contractors in laying out and planning their work.

The Contractors, or his Superintendent, shall also notify other Contractors when it will be necessary to install certain work and take complete responsibility for co-ordination of construction.

### PREVAILING WAGE

The prevailing rate of wages ascertained by the Illinois Department of Labor (IDOL) or as determined by the court on review shall be paid to all laborers, workers, and mechanics performing work under this contract pursuant to Public Act 100-1177. The prevailing rate of wages are revised by IDOL and are available on the Department's official website. Any revised rate shall apply to this contract, and the contractor shall be responsible to pay the revised rate. The contractor shall be responsible for determining the appropriate rates for this project and for anticipating the prevailing wage rate that will apply at the time the work is performed. The contractor shall be responsible for submitting all certified payrolls for the awarded project and for any subcontractor work to the IDOL website pursuant to Public Act 100-1177. Paper or electronic copies shall be provided to the City upon request only for up to 3 years after the project is complete.

### SCOPE OF REQUIREMENTS

The purpose of this section is to outline basic requirements concerning the construction project which all Contractors are required to comply with.

### COMMENCEMENT AND COMPLETION DATE

All work on this project shall be started immediately after Contracts are awarded and shall be completed as soon as possible thereafter.

### COORDINATION WITH OWNER

The existing buildings are not occupied.

### CONTRACTOR'S RESPONSIBILITIES

The General Contractor on this project regardless of whether he has a Contract for the General Construction or complete Construction Work shall have the responsibility of coordinating and directing the work. This shall include the scheduling and/or co-ordination of all other Prime Contractors having a contract with the Owner and shall include assistance to these Contractors in the layout of their work when it must be coordinated with work the General Contractor is performing. The General Contractor shall include the cost of performing this co-ordination in his Bid.

The remaining Prime Contractors and Subcontractors on the project will be charged with scheduling their own work so that it can be coordinated with the General Contractors schedule. They shall give the General Contractor their full co-operation.

### PRE-CONSTRUCTION MEETING

A pre-construction meeting will be held prior to beginning of work at the time and place designated by the Engineer, but not later than 10 days after date of signing of Contracts.

Representatives of the Owner, Engineer, Contractor, and major subcontractors shall be present.

The following shall serve as a minimum agenda:

1. Tentative construction schedule.
2. Location of storage areas, etc.
3. Designation of responsible personnel.
4. Processing of field decisions and Change Orders.
5. Processing of Contractor's Payments.

#### UTILITY SERVICE DISRUPTION

When it is necessary to disrupt the existing mechanical and electrical services in the buildings for the purpose of demolition, the Contractor involved shall contact the Building Officials and arrive at a definite time for performing this work. Service disruptions shall be planned to minimize the length of time that utilities are out of service.

If it becomes necessary to perform certain work after normal working hours, then the Contractor involved shall be responsible for paying the cost of all overtime or premium time for labor required to perform the work.

#### SITE PROTECTION

The Contractor shall be responsible for protecting the site from damage from any cause as a result of work to be performed under this Contract. Any damaged areas, including yard areas etc., shall be repaired or replaced to equal the original condition of the damaged areas.

All damaged areas shall be repaired at the Contractor's expense and to the satisfaction of the Owner and Engineer.

#### MATERIAL STORAGE

The only material storage shall be concrete. This shall be allowed to be onsite for up to 90 days after completion of the project.

#### CLEANING OF GROUNDS & BUILDING

The site shall be maintained free of unnecessary debris and clutter during all phases of construction. At the completion of the project and before final acceptance by the Owner, site shall be cleared of all rubbish, materials, and debris which accumulated during the process of construction.

## REQUIREMENTS

All Contractors shall comply with all laws, rules and regulations governing the work under this Contract.

Should the Contractor observe anything in the contract documents that is contrary to any code requirement, he shall notify the Engineer immediately in writing. The Engineer shall issue all changes required to correct the variance and be responsible for code interpretations.

## DEFINITIONS, ABBREVIATIONS & STANDARDS

Definitions:

- Codes: Codes are rules, regulations, or statutory requirements of government agencies.

Codes:

- ❖ NFPA: National Fire Protection Agency
- ❖ IBC: 2009 International Building Code
- ❖ NEC: National Electric Code
- ❖ Illinois State Plumbing Code
- ❖ Illinois Accessibility Code
- ❖ IECC: International Energy Conservation Code

- Standards: Standards are requirements set by authorities, customs or general consent and established as accepted criteria.

Standards:

- ❖ ANSI: American National Standards Institute.
- ❖ ASHRAE: American Society of Heating, Refrigeration and Air-Conditioning Engineers.
- ❖ ASTM: American Society for Testing and Materials
- ❖ IEPA: Illinois Environmental Protection Agency
- ❖ National Fire Protection Agency
- ❖ Underwriters Laboratories, Inc.

The Engineer/Engineer may reference other codes or standards throughout the Project Manual when deemed appropriate for proper compliance with regulatory requirements.

## OCCUPATIONAL SAFETY AND HEALTH

1. It shall be each Contractor's responsibility to comply with all local, state, and federal laws and regulations governing job safety and health standards, and the requirements of the "Occupational Safety and Health Act of 1970" enacted by Congress and signed into law on December 29, 1970.

## FAIR EMPLOYMENT PRACTICES

1. All Contractors agree that, in accordance with an Act to prohibit discrimination and intimidation on account of race or color in employment and Contracts for public buildings or public works, approved July 8, 1933, as amended, no person will be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of the work set forth in the attached drawings and specifications; nor will any unfair employment practice, as defined in the Fair Employment Practices Act, approved July 21, 1961, as amended, be committed by the said Contractor.

## BASIS OF PAYMENT

### PAY ITEM #1

This includes the demolition of all buildings on the site. Including removal of all concrete within five feet of the building, backfilling all areas in 8 inch lifts with approved fill material compacted to 95% density to the existing adjacent elevation, removal of all electric lines, etc. The only items that may be left onsite will be the concrete if the concrete is ground. This ground concrete may be left on site for a period of 90 days after completion of the project.

### PAY ITEM #2

This pay item consists of seeding and mulching all areas that are disturbed during the demolition process. All areas shall be seeded with an approved IDOT lawn mixture and mulched according to IDOT Standard Specifications for Road and Bridge Construction.

### PAY ITEM #3

This shall consist of all sidewalk and driveway concrete pavement removal for the entire site outside of 5' of the existing buildings. This removal shall consist of disposing of the existing concrete material, backfilling the removed area to the elevation of the adjacent ground with clay in 8" lifts with 6" of topsoil, etc.

### PAY ITEM #4

This shall consist of removing all the existing trees on the site that are 12" and larger. Any existing trees under 12" shall be included in Pay Item #1. All root wads larger than 6 inches shall be removed and disposed of offsite. The excavated area from the tree removal shall be backfilled with clay in 8" lifts, 6" of topsoil, etc.

\*Please note that there is water in the basement of one of the structures that the contractor will need to contend with.