



SPECIFICATIONS
FOR

2024
STREET RESURFACING PROGRAM
PHASE 1

PREPARED BY

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May 2024

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NOTICE TO CONTRACTORS

Sealed proposals for the *City of Effingham, 2024 Street Resurfacing Program Phase 1* will be received by the City of Effingham, Illinois, 201 E. Jefferson, Effingham, IL 62401 in the office of the City Clerk until 10:00 a.m. May 28th, 2024, and will then be publicly opened and read in the Council Chambers.

The proposed work is officially known as "**2024 Street Resurfacing Program Phase I**" for the City of Effingham, Effingham, Illinois. The project shall consist of milling the existing bituminous surface and resurfacing with hot-mix asphalt pavement to the thickness shown herein and other miscellaneous work.

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 on the City's website at <https://www.effinghamil.com/bids-and-tabulations/>

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 as provided in Article 108.10 of the State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022.

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.

Proposals must be submitted to the City Clerk's Office, City of Effingham on a form furnished by the Municipality, which may be obtained in the contract and shall be enclosed in a separate and sealed envelope endorsed "**2024 Street Resurfacing Program Phase I**".

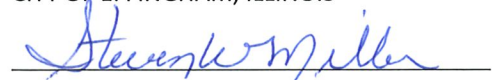
It is agreed that this bid may not be withdrawn for a period of 45 days from opening thereof or it will be subject to forfeit the 5% Bid Bond provided with the bid.

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.

Contractor shall not pay less than the prevailing wage to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820ILCS 130/1-12).

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 W. Miller, *City Administrator*

Date: May 9, 2024

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction of the State of Illinois”, adopted January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions, which govern the 2024 Street Resurfacing Program, City of Effingham, Illinois, and in case of conflict with any contract documents, Article 105.05 shall apply.

SCOPE OF WORK

The work included in this section consists of surface removal and placement of hot-mix asphalt pavement.

The proposed work is in various locations throughout the City of Effingham. The proposed work includes the following locations:

- 1) Marvon Drive
- 2) Old Maple Street from Clark Avenue to Maple Street and Clark Avenue from Old Maple Street to Banker Street
- 3&4) Clark Avenue from Park Street to 4th Street
- 5) Fayette Avenue from Granada Street to Outer Belt West
- 6) Merchant Street from Virginia Avenue to Temple Avenue

The quantities shown in the proposal are the approximate quantities required to complete the work. The City reserves the right to delete up to twenty-five percent (25%) of the work for budgetary reasons or due to conflicts with other construction work.

PAYMENT AND PERFORMANCE BOND

Section 102 of the Standard Specifications for Road and Bridge Construction shall be revised as follows:

The Contractor shall deliver a payment and performance bond to the City Clerk in the total amount of the contract at the time the contract is executed by the City.

Such bond shall be conditioned for the completion of the contract, for the payment of material used in such work and for all labor performed in such work, whether by subcontractor or otherwise.

Each such bond is deemed to contain the following provisions whether such provisions are inserted in such bond or not:

“The principal and sureties on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the City will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the City and the principal has been made.”

The bond required by this Section may be acquired from an Illinois company, agent or broker of the contractor’s choice, except that the bond supplier shall be rated A (Excellent) or A+ (Superior), Financial Size Category Class XII or larger, in the most recent issue of Best’s Key Rating Guide published by A.M. Best Company of Old wick, New Jersey 08858.

FOR ALL CONTRACTS UNDER \$100,000, a 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.

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 in the time herein set forth will result in certain loss and damages to the Owner. Failure on the contractor’s part to complete such work shall be considered just cause for forfeit of his/her surety bond.

In case the Contractor of the work shall fail or neglect to complete any section of work on or before October 30, 2024, then said Contractor shall and will pay to the Owner such sums as may be due to him under the terms of the Contract at the rate specified in the Standard Specifications for Road and Bridge Construction adopted January 1, 2022.

PREVAILING WAGE

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 for up to 3 years after the project is complete.

SUBSTANCE ABUSE AND 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 the 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.

INSURANCE

Contractor is required to furnish the City with Certificates of Insurance in the following amounts and the City of Effingham will be listed as an Additional Insured on a primary non-contributory basis.

Worker’s Compensation

Statutory Limits

Employer's Liability	\$ 1,000,000
General Liability	\$ 2,000,000
Auto Liability	\$ 1,000,000
Excess Liability	\$ 2,000,000

Certificates of Insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor.

Certificates of Insurance remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work; and

Contractor shall furnish Owner and each other additional insured to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment.

CONTRACTOR RESPONSIBLE FOR LOCATING AND MAINTAINING UTILITES

This work shall be done in accordance with Article 107.31 of the Standard Specifications except as herein modified.

Before beginning work, it shall be the Contractor's sole responsibility to coordinate with the utility owners and to determine the actual location of all such facilities. The Contractor shall also obtain from the respective utility owners detailed information relative to the location of their facilities and the working schedules of the utility owners for removing or adjusting them.

The Contractor shall maintain in operating condition all utilities encountered in the work. The Contractor shall be entirely responsible for all damages to water pipes; electrical conduits; existing drains or sewers; gas pipes; and poles carrying electrical current, telephone, or television lines during the prosecution of the work and shall be liable for damages to public or private property resulting therefrom, which amount may be deducted from any monies due the Contractor for work done. Any damage to existing utilities as a result of the Contractor's construction operations shall be repaired to the satisfaction of the utility owner at the Contractor's expense, whether or not said utilities are shown in the plans.

The location of existing utilities shall be identified by the contractor through the JULIE. Where possible conflicts exist, the Contractor shall conduct his activities in a manner to protect utilities.

In addition to the requirements of Article 105.07 of the Standard Specifications, the Contractor shall coordinate his operations with the proposed utility adjustments to minimize delays in construction of the project. Utility frames and grates that do not need adjustment will be maintained by the contractor. Adjustment of frames and grates completed by the contractor or delays from adjustments completed by the utility will be considered incidental to the contract unless otherwise specified.

WORK TO BE PERFORMED BY OTHERS

There could be subbase preparation or patching, along with pavement patching, and adjustment of grates, manholes, and other utilities which is not part of the contract. This work may be complete by either the Contractor as extra work or by City crews. How the work is completed will be at the city's

discretion. Notification of 48 hours shall be given to the Street Department to make adjustments and subbase preparation. The contractor shall not be compensated for delays caused by work performed by others.

SEQUENCE OF CONSTRUCTION

The following sequence of construction is for the improvements of each street and is intended to permit the construction of this project with the least inconvenience to the traveling public. This general sequence is in no way meant to limit concurrent operations or methods used to complete the required items of work.

The City reserves the right to direct the order in which the streets are resurfaced and delay the resurfacing of some streets. This will allow the completion of work by others, higher priority streets being resurfaced first, and other factors. See the Liquidated Damages special provision for deadlines.

The proposed improvement to each street is suggested to be constructed in two separate stages. The following stages have been established for this project:

Stage 1

Prior to beginning any construction, the contractor will provide sufficient notice to the City and affected residents before installing traffic control devices as required for the street to be constructed. The contractor shall then proceed with underground work and curb and gutter construction. Then milling operations can commence at the specified depths and locations as shown in the plans. Street sweeping and cleaning will be required by the contractor. All millings will be hauled to the City Maintenance Yard by the contractor and will remain the property of the City of Effingham. The City will assist with light, final street sweeping as requested.

Stage 2

After Stage 1 is complete, the contractor will have a maximum of 7 calendar days to place the proposed Hot-Mix Asphalt Pavement Surface Course to the specified depths at the locations shown in the plans. The contractor shall provide the necessary traffic control devices for all paving operations and any street closures that may occur. The contractor will coordinate with the City of any road closures necessary, and the City will notify all of local emergency personnel. The contractor will provide notifications to all residents affected by paving operations. After paving has been completed all Pavement Marking, Cleanup, and other miscellaneous work shall be completed.

TRAFFIC CONTROL COMPLETE

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions and any special details and Highway Standards contained herein and in the plans.

The streets and all entrances shall remain open to traffic unless authorized by the City Engineer or Operations Manager. The Contractor shall provide the City a paving plan and schedule and the contractor will be responsible for providing notices to inform the public of various routing plans. When the street should be closed to traffic, it shall be the Contractor's responsibility to make arrangements with the affected parties in keeping access to the premises. The Contractor shall give 48 hours' notice to the Engineering and Street Department.

All work associated with acquiring, furnishing, erecting, maintaining, removal of Street Closures, Traffic Control complying with IDOT standards, and the traffic control plan will be paid for at the contract LUMP SUM price for TRAFFIC CONTROL COMPLETE. This pay item should include any Traffic Control needed for Pavement Marking removal and installation.

TIME BETWEEN OPERATIONS

Scheduling of contractor’s, sub-contractors, and City operations shall be taken into consideration before any roadway work is to begin. There will be a maximum of 7 calendar days allowed between milling operations and new pavement operations. New pavement must be laid within 7 days to reduce damage to the subbase and the public travel inconvenience. Extra time beyond the 7-day maximum will only be considered by the Engineer in emergency or weather-related events.

HMA SURFACE REMOVAL

This work shall consist of surface removal of the existing bituminous and PCC surfaces at the locations and thicknesses shown on the plans. The work shall be performed in accordance with Section 440 of the Standard Specifications.

The milling machine shall allow for a nominal 2.0% cross slope for each lane of travel according to the locations and depths in the plans. No adjustment of payment will be made for any change in this thickness.

The surface to be milled is primarily HMA. However, concrete patches may exist. The milling of any concrete patches or pavement which are in the area to be resurfaced as shown in the plans shall be included in this pay item. This includes hand milling in locations where castings are within a concrete pavement and as otherwise necessary.

The approximate square yardage of surface removal for each location is as follows. These breakdowns generally match the delineated areas on the plan sheets. The total is 10,028 SYD.

- | | |
|--------------------------------------|--|
| Location 1: Marvon Drive = 2,561 SYD | Location 3: Clark 4” Parking Lane = 186 SYD |
| Location 2: Old Maple 6” = 327 SYD | Location 4: Clark 4” east of 5 th = 630 SYD |
| Location 2: Old Maple 4” = 482 SYD | Location 5: Fayette 2” = 503 SYD |
| Location 2: Clark 4” = 773 SYD | Location 5: Fayette 6” = 894 SYD |
| Location 2: Clark 2” = 792 SYD | Location 6: Merchant 6” = 100 SYD |
| Location 3: Clark 2” = 1540 SYD | Location 6: Merchant 6” = 1240 SYD |

The City desires to work with the contractor to minimize the milling and resurfacing when possible. When surface removal is to be completed by milling and is greater than 2”, the Contractor shall complete the milling in two passes at the Engineer’s request. The decision to continue milling to plan depth or adjust will be made while the first pass of the mill is being made. The Contractor shall not be delayed by this decision. This will not be required in all cases but should be anticipated for Fayette Avenue.

Any required butt joints will be constructed according to article 406 and included in the HMA Surface Removal pay item.

Milled material will become the property of the City. The contractor shall deliver it to the City of Effingham Maintenance Yard. Several loads will be delivered to Oakridge cemetery at the City's request. The contractor shall dump material in designated locations, however, additional equipment and labor to stockpile the material will not be the responsibility of the contractor.

This work shall be paid for at the contract unit price per LUMP SUM for HMA SURFACE REMOVAL.

HOT-MIX ASPHALT BINDER AND SURFACE COURSE

This work shall conform to Section 406 of the Standard Specifications for Road and Bridge Construction and the plans except as modified herein.

The HMA Mixture Table is provided below to show the depth and minimum quality of each HMA lift. The contractor may provide a higher quality HMA mix if they desire. Regardless of the mix provided at each location, the bid unit prices for the Pay Items indicated below will be used and no additional compensation will be provided.

Hot-Mix Asphalt Binder Course, IL 9.5 or 19.0, Mix "C", N70 is to be used for Binder applications. Hot-Mix Asphalt Surface Course, IL -9.5, Mix "C", N70 is to be used for Surface Binder. The minimum PG binder grade shall be PG 64-22.

The contractor will coordinate operations to the approval of the City Engineer. The contractor shall cooperate with the representative of the City of Effingham in performing all necessary testing to confirm the structural integrity and the smoothness of the asphalt. Contractor must provide IDOT certifications for all material. The Contractor's asphalt plant must be rated to produce a minimum of 500 tons/day of the mixture to be approved. The contractor will work with the resident engineer to provide the most accurate proposed tonnage possible.

All testing completed by the contractor shall be submitted to the City. Any failing tests shall be brought to the attention of the City immediately.

These items of work shall be paid for at the contract unit price per TON for HOT-MIX ASPHALT BINDER COURSE, of the friction aggregate mixture and Ndesign specified and HOT-MIX ASPHALT SURFACE COURSE, of the friction aggregate mixture and Ndesign specified.

ASHPALT FIBER ADDITIVE

This work shall include adding synthetic fibers to the Hot-Mix Asphalt in conformance with Section 1030 of the Standard Specifications for Road and Bridge Construction. These items of work shall be paid for at the contract unit price per POUND for ASPHALT FIBER ADDITIVE.

1.2 Submittals

A. Submit copies of manufacturer's literature for fibers including:

1. Product data
2. Brochures
3. Written instructions to suppliers
4. Written instructions to installers
5. Material Safety Data Sheets (MSDS).

B. Submit copies of a certificate prepared by asphalt material supplier, under provisions of

Division 01, stating that the specified fibers were added to each batch of asphalt delivered to the project site. Each certificate should be accompanied by one copy of each batch delivery ticket indicating product name, manufacturer and quantity of fiber-reinforcement added to each asphalt load.

Part 2 Products

2.1 Materials

- A. FORTA-FI® (HMA, WMA, PAT) fiber reinforcement, or approved equal, with virgin polyolefins and virgin aramids.
- B. Fibers shall have the following typical physical properties:
 - 1. Nominal Specific Gravity (Bulk Relative Density): 0.91 and 1.44
 - 2. Nominal Material Types: Virgin Polyolefins and Virgin Aramid
 - 3. Maximum Length: 0.75 inch
 - 4. Fiber blend of materials shall apply to Hot Mix Asphalt blend HMA application installation type.

2.2 Batching and Mixing

- A. To avoid the formation of fiber balls or not mixed fibers, add sealed plastic bags of fibers into the mixer.
- B. Add fiber-reinforcement at 1.0 pound per ton.
- C. Order product for Pug Mill Mixers for minimum batch size regarding tons per batch to pounds per bag of product.
- D. Order product for Drum Type Mixers and the anticipated production rate of tons per hour (Typically seconds per ton, dosage timing) regarding 1-pound per bag of product.
- E. Order fiber reinforcement materials for 1 pound per ton of asphalt materials and allowing for overages, mock-ups, production, and occasional errors based on your experience.

2.3 Pug Mill Mixers and Mixing Operations

- A. Ensure adequate start, stop, and dosage change information is easily communicated between batch control operations and fiber addition activities.
- B. Add fibers just before aggregate is discharged into the pug mill mixer.
- C. Immediately before or immediately after the dried aggregate is added to the pug mill, the bags of fibers should be added and discharged into the pug mill with the aggregate.
- D. Add fibers at the general nominal batch size agreed to by operations and mixture design specifications.
- E. Dry mixing proceeds for the standard length of time as specified in the mixture design specifications.
- F. The proper quantity of bitumen (asphalt cement, liquid) is added to the pug mill and wet mixing proceeds for the standard length of time as specified in the design mixture specifications.
- G. The asphalt batch is accumulated and discharged normally.

2.4 Drum Type Mixers and Mixing Operations

- A. Ensure adequate start, stop, and rate change information is easily communicated between drum control operations and fiber addition activities.
- B. Add fiber at a point in the mixing process after fines collection and before the addition of liquid asphalt.

C. Mixing should proceed for the standard length of time as specified in the mixture design specifications.

D. The proper quantity of bitumen (asphalt cement, liquid) is added to the drum and wet mixing proceeds for the standard length of time as specified in the mixture design specifications.

E. The asphalt batch is accumulated and discharged normally.

SIDEWALK REMOVAL

Sidewalk Removal shall be in accordance with Section 440 of the IDOT Spec. Before removal of sidewalk, a full depth saw cut shall be made against any existing sidewalk that does not get replaced or any other structure that may be in direct contact with the sidewalk.

This item of work shall be paid for at the contract unit price per SQUARE FOOT for SIDEWALK REMOVAL, and no additional compensation will be allowed.

GRADING AND SUBGRADE PREPARATION FOR CONCRETE ITEMS

This work involved for excavation and preparation of the subgrade for sidewalk and curb and gutter shall be in accordance with Section 424 of the IDOT Spec Book.

Bushes, trees, roots, and stumps shall be removed to construct the proposed sidewalk or curb and gutter according to the plan location. Existing soil shall be removed to the thickness of the sidewalk or curb and gutter, at a minimum, in areas where there is no existing sidewalk or curb and gutter or where the width of the sidewalk is increased. Any subgrade imperfections shall be filled and compacted with CA-6 aggregate at the contractor's expense to provide a uniform slope and positive drainage. Any surface aggregate needed for slopes or driveways affected by the sidewalk improvements in any way must be CA-7 and supplied by the contractor at no additional charge.

This work shall not be paid separately but be considered incidental to the corresponding SIDEWALK or CURB AND GUTTER pay items.

P.C.C. SIDEWALK

P.C.C. sidewalk shall be constructed in accordance with Section 424 of the IDOT Spec. Book and the plans. The new sidewalk shall be replaced to the same dimensions that are being removed if not otherwise specified in the plans. All new sidewalks placed wider than the original width shall be constructed to the existing back of sidewalk location and be widened toward the roadway, unless otherwise noted on the plan drawings. Sidewalks shall be 4" in depth unless otherwise noted in the plans. The sidewalk finish shall be a medium broom, placed adjacent to the direction of travel. Control joints shall be tooled or sawed in new sidewalk matching the type in existing sidewalk on either side.

All sidewalks constructed shall meet ADA requirements with the exception of the last panel before matching the existing sidewalk, a transition panel. Any sidewalk found not in compliance with ADA requirements will be removed and replaced at the contractor's expense. Curb ramps shall be constructed according to the applicable IDOT Highway Standards. A smooth transition with concrete shall be required on all locations. No additional compensation will be allowed for excess removal and/or fill of material to construct any sidewalk.

This item of work shall be paid for at the contract unit price per SQUARE FOOT for P.C.C. SIDEWALK, of the thickness specified.

DETECTABLE WARNING

Detectable Warnings shall be constructed in accordance with Section 424 of the IDOT Spec. Book. All detectable warnings shall be brick red, 2'-0" in width, and cover the width of the proposed sidewalk within 2 inches of each edge. Detectable Warnings shall be placed perpendicular to the direction of travel unless otherwise stated in the plans. All Detectable Warnings that must be cut or fabricated for a location to meet ADA requirements will be at the contractor's expense. This item of work shall be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNING.

DRIVEWAY REMOVAL AND REPLACEMENT

This work shall consist of removing driveway pavement and constructing new driveway pavement and shall be completed according to applicable sections of Articles 423 and 440. This work shall be paid for at the Contract Unit Price per SQ YD of new pavement for DRIVEWAY REMOVAL AND REPLACEMENT.

COMBINATION CURB AND GUTTER REMOVAL

Combination Curb and Gutter Removal shall be in accordance with Section 440 of the IDOT Spec. Book. The Contractor shall saw cut full depth through the concrete gutters at locations shown in the plans. A full depth saw cut through the existing pavement shall be made no farther than 12 inches from the front of curb. Any sub grade imperfections shall be filled and compacted with CA-6 at the contractor's expense.

This item of work shall be paid for at the contract unit price per FOOT for COMBINATION CONCRETE CURB AND GUTTER REMOVAL, and no additional compensation will be allowed.

COMBINATION CONCRETE CURB AND GUTTER

The Contractor shall construct the concrete Curb and Gutter as shown in the plans and in accordance with the applicable portions of Article 606 of the IDOT Spec. Book. The reinforcement and joints shall be in accordance with the IDOT Standard 606001-07.

Adjustment of existing frames and grates that fall within the limits of gutter replacement shall be included in this work.

The Contractor shall construct the Gutter to the same width and style as that which was removed. The depth shall be minimum 8 inches throughout the gutter. The flow line shall be established to allow positive drainage. The face and back of the curb shall match the existing pavement and/or the existing driveways. The void between the existing pavement and the new gutter shall be back filled with concrete or full depth HMA.

Contraction joints shall be cut or tooled at 15-foot centers maximum. Two 24" #6 bars shall be placed longitudinal to the roadway at each gutter construction joint.

This work shall be included in the contract unit price per FOOT for COMBINATION CONCRETE CURB AND GUTTER, of the type specified, and no additional compensation will be allowed.

REMOVAL OF UNSUITABLE MATERIAL

Any base material deemed unsuitable for construction purposes by the engineer shall be removed at the contractor's expense. All unsuitable material shall be disposed of off-site by the contractor. This work

shall not be paid for separately, but rather be incidental to the contract. The excavation will be backfilled with Aggregate Base Course, Type B and paid for at the Contract Unit Price per TON for AGGREGATE BASE COURSE, TYPE B.

ADJUST WITH NEW SANITARY FRAME AND LID

This work shall include removing the existing sanitary frame and lid and supplying and placing a new sanitary frame and lid at the location indicated in the plans. This work is to be performed in accordance with 32-6.01 of the Standard Specifications for Water and Sewer Construction in Illinois.

This work shall be paid for at the Contract Unit Price per EACH for ADJUST WITH NEW SANITARY FRAME AND LID.

STORM SEWER

Storm Sewer shall be constructed according to Article 550 of the IDOT Spec. Book and at the designated locations specified in the plans. Storm Sewer shall be RCP and backfilled with compacted aggregate. Backfill material will be a part of this pay item.

Connections to the existing storm sewer shall be part of this work. Connections shall be mortared from the inside and outside of the structure.

This work shall be paid for at the contract unit price per FOOT for STORM SEWER, of the diameter specified.

IDOT PAY ITEMS

These provisions are meant to rely upon the IDOT Standard Specifications. The Standard Specifications will be referred to for any detail not outlined in these special provisions.

Some Pay Items in the Schedule of Prices do not have Special Provisions. The IDOT Standard Specifications apply to these items with no modification.

CLEANUP

The contractor shall place suitable topsoil, till, and grade, all areas disturbed during replacement of sidewalk, driveway pavement and gutter areas. All disturbed areas shall be seeded according to Section 250 and mulched according to Section 251 of the IDOT Spec. Book. Seeding shall consist of class 1 or class 1A seed and mulching shall be method 1 as specified by the standards. The rate of application shall be 100 lbs. / acre and shall be applied within 14 days of the construction disturbance. The area shall be level, tilled, and graded with the approval of the City Representative before seeding is started. The application rate for fertilizer shall be as specified by the Standard Specifications for Roads and Bridge Construction. All existing landscaping blocks or borders that are removed shall be replaced to their original location after the affected sidewalk repairs are complete. Any landscaping damaged by the contractor during removal shall be replaced at the contractor's expense. This work shall be completed to the approval of the adjacent property owner and the city's representative. Any additions or deletions of work that require cleanup shall be adjusted proportionately as a percentage of the entire contract. This Item of work shall be paid for at the contract unit price per Lump Sum for Cleanup, and shall consist of Labor, Equipment, and Material to complete as stated above.

CONTRACT

THIS AGREEMENT made as of the _____ day of _____ in the year 2024, by and between:
City of Effingham, (hereinafter called the OWNER) and _____ (hereinafter called the CONTRACTOR).

WITNESSETH THAT the OWNER AND CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The CONTRACTOR will perform all Work as shown in the Contract Documents for the completion of the Project generally described as follows:

Mill and resurface an existing pavement with a HOT-MIX ASPHALT PAVEMENT, and other incidental work necessary to complete the project as shown in the plans and specifications.

Article 2. ENGINEER. The project has been designed by:

Luke A Thoele, P.E.
City Engineer
201 East Jefferson Avenue
P.O. Box 648
Effingham, Illinois 62401

Who will act as the ENGINEER in connection with completion of the project in accordance with the Contract Documents.

Article 3. CONTRACT TIME. The work shall be completed in accordance with the schedule outlined in the proposal.

Article 4. PROJECT COST. The Contract Cost for this work shall be based on a unit price basis as outlined in the proposal.

Article 5. PROGRESS AND FINAL PAYMENTS. The OWNER will make progress payments on account of the Contract Price as provided as follows:

- 5.1 Progress and final payments will be on the basis of the CONTRACTOR'S applications for payment as approved by the ENGINEER.
- 5.2 Upon completion and approval of the Project, a sum of money equal to the actual quantities used during construction times the various unit costs will be paid.

Article 6. CONTRACT DOCUMENTS. The Contract Documents which comprise the Contract between the OWNER and the CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- 6.1 This Agreement
- 6.2 Exhibits to the Agreement
- 6.3 Specifications consisting of:
 - Standard Specifications and Special Provisions
- 6.4 The Proposal

Article 7. MISCELLANEOUS.

- 7.1 Neither the OWNER nor the CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any moneys due or to become due without the prior written consent of the OWNER.
- 7.2 The OWNER and the CONTRACTOR each bind himself, his partners successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 7.3 The Contract Documents constitute the entire agreement between the OWNER and the CONTRACTOR and may only be altered, amended, or repealed by a duly executed written instrument.

Article 8. OTHER PROVISIONS. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by written extensions, the undersigned agrees that the Owner shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty but as 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 public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER

CONTRACTOR

City of Effingham

By:

By:

Steven W Miller, P.E., City Administrator

Its _____

Attest:

Attest:

Abbey Nosbisch, City Clerk

Its _____

2024 Street Resurfacing Program
City of Effingham, Illinois

PROPOSAL

To the City Council of the City of Effingham, Illinois:

Proposal of:

Name: _____

Address: _____

for the improvement designated in paragraph 2 below by the construction of:

The specifications herein referred to are the “Standard Specifications for Road and Bridge Construction” prepared by the Department of Transportation of the State of Illinois and adopted by said Department on January 1, 2022.

The undersigned declares that he has visited all the sites and is aware of all conditions that are associated with the resurfacing project.

The undersigned declares that he will comply with the applicable provisions of Section 100, General Requirements and Covenants of the specifications.

The undersigned agrees to complete the work by October 30th, 2024, unless additional time is granted in accordance with Article 108.08 of the specifications.

Accompanying this proposal is a bank draft, bank cashier’s check, or certified check, complying with the requirements of the specifications, made payable to the City Treasurer of the City of Effingham.

The amount of the check or draft is _____ \$ _____)

If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required, 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 City of Effingham, and shall be considered as payment of damages due to delay and other causes suffered by the City, 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 BANK DRAFT, BANK CASHIER’S CHECK, OR CERTIFIED CHECK HERE

REFERENCES

The undersigned submits herewith these references for work completed by them within the last 5 years which is similar in scope to this project. The City has permission to contact the provided entities and reject bids based on past work with these references or the City. If the contractor has completed 3 or more projects for the City of Effingham in the last 3 years that experience will be considered, and references do NOT need to be provided. Otherwise, the City may reject the bids which do not include references.

	Company Name	Address	Contact Person	Phone	Email	Project Description	Date of Work
1							
2							
3							

SCHEDULE OF PRICES

The undersigned submits herewith this schedule of prices covering the work to be performed under this contract. The City reserves the right to reject any or all bids, waive or not waive any informality in the bids, and to accept any combination of base bid and alternate which it deems most favorable to the City

Item No.	Item	Quantities	Units	Unit Price	Amount
1	Hot-Mix Asphalt Binder Course, IL-19.0, Mix "C", N70	985	Tons		
2	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "C", N70	1,240	Tons		
3	HMA Surface Removal	1	L. Sum		
4	Asphalt Fiber Additive	2,225	Lbs.		
5	Aggregate Base Course, Type B	702	Tons		
6	Adjust with New Sanitary Frame and Lid	4	Each		
7	Paint Pavement Marking – Line 4"	956	Ft.		
8	Paint Pavement Marking – Line 6"	320	Ft.		
9	Paint Pavement Marking – Line 8"	22	Ft.		
10	Paint Pavement Marking – Line 24"	273	Ft.		
11	Combination Concrete Curb and Gutter Removal	153	Ft.		
12	Combination Curb and Gutter B-4.12	472	Ft.		
13	Inlets, Type A, Type 3V Frame and Gate	2	Each		
14	Storm Sewer, Class A Type II - RCP, 12"	45	Ft.		
15	Driveway Removal and Replacement	37	Sq. Yd.		
16	Detectable Warnings	50	Sq. Ft.		
17	Sidewalk Removal	1,989	Sq. Ft.		
18	Portland Cement Concrete Sidewalk-4"	2,276	Sq. Ft.		
19	Portland Cement Concrete Sidewalk-8"	210	Sq. Ft.		
20	Cleanup	1	L. Sum		
21	Traffic Control Complete	1	L Sum		
Total					

The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, he will perform the work in accordance with the requirements of each individual proposal for the multiple bids specified in the schedule below.

(If an Individual)

Signature of Bidder _____

Business Address _____

(If a Co-partnership)

Firm Name _____

By _____

Business Address _____

Names & Addresses of All
Members of the Firm

(If a Corporation)

Corporate Name _____

By _____

Business Address _____

Names
Of
Officers

President
Secretary
Treasurer
Attest:

Secretary

NOTICE OF AWARD

TO:

PROJECT: 2024 Street Resurfacing Program Phase I

The CITY OF EFFINGHAM has considered the proposed bid submitted by you for the above-described Project dated April 30th, 2024.

You are hereby notified that your bid has been accepted for items in the lump sum amount of \$ _____.

You are required to execute the CONTRACT and furnish the Certificates of Insurance as required by the Special Provisions before the commencement of the work.

If you fail to execute said CONTRACT and to furnish said Certificates of Insurance within 15 days from the date of this Notice, said CITY OF EFFINGHAM will be entitled to consider all your rights arising out of the acceptance of your BID as abandoned. The CITY OF EFFINGHAM will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the CITY OF EFFINGHAM.

Dated this _____ day of _____, 2024.

CITY OF EFFINGHAM

By: _____

Steven W. Miller, City Administrator

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2024.

By: _____

Title: _____

NOTICE TO PROCEED

TO:

PROJECT: _____ 2024 Street Resurfacing Program Phase I _____

Dated this _____ day of _____, 2024.

You are hereby notified to commence Work by _____, 2024 in accordance with the CONTRACT dated _____, 2024, and you are to complete the WORK by _____ accordance with the Specifications and Special Provisions.

CITY OF EFFINGHAM
Owner

By: _____
Steven W Miller, City Administrator

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this _____ day of _____, 2024.

By: _____

Title: _____