



The City of

Effingham

Illinois

**PROJECT MANUAL
FOR
AUSTIN AVE. & PARK ST.
STORM AND SANITARY
SEWER IMPROVEMENTS
CDI PROJECT #R5592.01
FEBURARY 2025**

PREPARED FOR:

CITY OF EFFINGHAM
EFFINGHAM, IL
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Wes Kistler

CIVIL ENGINEER
SIGNED: 02/05/2025
EXPIRES: 11/30/2025

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NOTICE TO CONTRACTORS

Sealed proposals for the **City of Effingham, Austin Ave. & Park St. Storm and Sanitary Sewer Improvements** 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. February 25, 2025** and will then be publicly opened and read in the Council Chambers.

The proposed work is officially known as **“Austin Ave. & Park St. Storm and Sanitary Sewer Improvements”** for the City of Effingham, Effingham, Illinois. The project shall consist of the installation of new sanitary sewer mains and the connection of existing laterals to the new main as well as a new storm sewer main along with other miscellaneous reconstruction related 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 in the office of the City Engineer of the City of Effingham, 201 E. Jefferson Avenue, Effingham, IL 62401.

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 April 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 at the office of the City Engineer, City of Effingham and shall be enclosed in a separate and sealed envelope endorsed **“Austin Ave. & Park St. Storm and Sanitary Sewer Improvements ”**.

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, P.E., City Administrator

Date: _____

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, along with the “Standard Specifications for Water and Sewer Main Construction in Illinois”, 8th edition, adopted in 2020, which govern the “***Austin Ave. & Park St. Storm and Sanitary Sewer Improvements***”, City of Effingham, Illinois, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The proposed work for this project is to be located along Austin Avenue between Park Street and 4th Street and along Park Street between Austin Avenue and Kagay Avenue, in the City of Effingham, IL 62401. Please see location map on the title sheet of the construction plans for additional details.

DESCRIPTION OF WORK

The work included in this section consists of the installation of new storm sewer and sanitary sewer mains and the connection of existing laterals to the new sanitary main along with other miscellaneous reconstruction related work.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) SANITARY SEWER PERMIT

Civil Design, Inc. will be submitting the permit applications for review and permitting with the IEPA for the sanitary sewer main extension in February, with IEPA approval expected in 45-60 days.

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 **November 1, 2025** 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.

JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS (J.U.L.I.E.)

This work shall be done in accordance with Article 107.39 of the Standard Specifications except as herein modified.

If any of the location marks placed by a utility company in conformance with this procedure are destroyed by Contractor operations, the Contractor shall immediately notify the utility owner and bear the costs of remarking the facilities at his own cost and expense. Compliance with this special provision shall be considered incidental to the contract and no additional compensation will be allowed for any costs incurred.

CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES

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.

COOPERATION BETWEEN CONTRACTORS

There is a possibility that other Contractor operations may be ongoing within the proposed project limits at the same time as the work included in this contract is being performed. The Contractor for this Section shall cooperate with any other Contractors performing work adjacent to this project in accordance with Article 105.08 of the Standard Specifications. Any inconveniences or delays caused the Contractor in complying with this requirement shall be considered incidental to the contract and no additional compensation will be allowed.

LOCATION OF UTILITIES NOT SHOWN ON PLANS

The Contractor is advised that various underground and surface utilities and structures may or may not be correctly shown on the plans. Such facilities are shown on the plans for the information of the Contractor, but information so given is not to be construed as a representation that such facilities will be found or encountered exactly as shown. Other utilities and structures may also be encountered which are not shown on the plans. The Owner and its Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of the information shown in the plans relative to the presence or location of such facilities.

MAINTAIN UTILITIES IN OPERATING CONDITION

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 there from, 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.

Name and Address of Utility Owners

<u>UTILITY</u>	<u>OWNER</u>	<u>ADDRESS</u>
Electric & Gas	Ameren CIPS	1800 Ford Ave. Effingham, IL 62401
Cable TV	Mediacom	107 S Henrietta Effingham, IL 62401
Water & Sewer	City of Effingham	201 E. Jefferson Effingham, IL 62401
Telephone	Illinois Consolidated Communications	P.O. Box 523 Effingham, IL 62401

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.

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 only for up to 3 years after the project is complete.

REFERENCES

The undersigned submits herewith these references for similar work completed by him within the last 5 years. The City has permission to contact the provided entities and reject bids based on past work with these references or the City. If references are not provided or the Contractor has not completed a similar project, the City may reject the bid.

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

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. The Certificate of Insurance shall be accompanied by an “Additional Insured – Designated Person or Organization” form.

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.

SCOPE OF THE PROJECT

The quantities shown in the documents 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 Engineer 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 Oldwick, 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.

OVERHAUL

No payment for Overhaul will be allowed for earth hauled from any source, along with removal of excess excavation from the project site.

CONSTRUCTION LAYOUT

This work shall consist of furnishing and placing construction layout stakes and perform layout work necessary to construct the work to the lines and grades shown on the plans.

This work shall be performed in accordance with Check Sheet 9 of the IDOT Supplemental Specifications and Recurring Special Provisions.

The work shall not be paid for separately but shall be included in the project and no additional compensation will be allowed.

MATERIALS - GENERALLY:

All materials upon delivery or prior to installation, will be inspected by City personnel. The City has the right to reject any material for defects, poor workmanship and quality, damaged coating or other items that will result in poor performance, reduce service life or cause difficulty during installation. Rejected materials shall be replaced at no cost.

SUBMITTALS:

Submittals will be required for all materials to be provided. The information provided shall consist of drawings, specifications, descriptive data, and such other information as required by the City to evaluate for compliance with the Material Specifications. A Submittal shall have a Submittal Transmittal form as a cover sheet and shall be transmitted in a quantity that the City retains 2 copies and the remainder is for the supplier's use.

PROTECTION OF EXISTING FEATURES WITHIN AND ADJACENT TO THE WORK AREA

The Contractor shall preserve and protect all existing trees, shrubs, plantings, street signs, parking meters, fences, retaining walls, windows, light poles, pavement surfaces, property survey monuments, structure and utility line appurtenances unless otherwise provided for in the plans and contract documents. Any required protection of existing features within and adjacent to the work area shall be considered incidental to the contract. A full depth, perpendicular, straight joint shall be sawn at the ends and all edges of portions of pavement and sidewalk to be removed. Any damage to existing features within and adjacent to the work area, created by failure of the Contractor to provide adequate protection from its construction operations, shall be repaired or replaced to the satisfaction of the respective owner at the Contractor's expense.

The Contractor shall locate, preserve, and protect all permanent survey markers including private property corner markers, section or quarter section monuments, and permanent benchmarks. Survey markers or private property corners necessarily moved as a result of construction, or otherwise damaged by the Contractor shall be replaced at the Contractor's expense by a land surveyor registered in the State of Illinois.

Any expense, inconveniences or delays incurred by the Contractor in complying with this Special Provision will be considered as included in the various pay items of the proposed construction and no additional compensation will be allowed.

SAW CUTTING

This item refers to all locations where a saw cut is required for the removal of pavement, curb, gutter, medians, driveways, sidewalk, butt joints, patches or any other structures which are one piece with no construction joints. This sawcut shall be made at the limits of construction or other areas as required to perform the proposed improvements shown on the plans. The saw cut shall be accomplished with a "pavement saw". Wheel type trenchers will not be allowed for final saw cut at the limits of construction.

Saw cutting shall not be paid for separately but shall be considered INCLUDED in the unit contract price of the related removal item.

DEWATERING

This item refers to all locations where dewatering is required for the installation of new sewer structures or sewers.

Dewatering shall not be paid for separately but shall be considered INCLUDED in the unit contract price for the related items.

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.

SALVAGE MATERIALS

Existing materials which to be removed and are of salvageable value, as determined by the Engineer, shall be carefully removed by the Contractor. The City of Effingham shall have the sole authority to make the determination as to which existing materials are salvageable. Such determination shall be binding on all parties involved. Salvaged Material shall be hauled to the City of Effingham Maintenance Yard located at 701 E. Eiche Avenue at the contractor's expense and shall remain the property of the City of Effingham.

It is anticipated that the following will be salvaged:

- all concrete which is removed and does not contain steel or debris
- castings and structures

All existing material not of salvageable value shall be disposed of offsite by the Contractor at the Contractor's expense. All existing concrete that is removed shall be salvaged.

The cost of removing these items shall be included in the project and no additional compensation will be allowed.

TRENCH BACKFILL

This work shall consist of furnishing and transporting aggregate for use as backfilling material for all trenches made in the subgrade of the proposed improvement, and all trenches outside of the subgrade where the inner edge of the trench is closer than two feet to the edge of the proposed pavement, stabilized shoulder, curb or sidewalk. This work shall be done in accordance with Section 208 of the Standard Specifications, except as modified herein.

Material used for trench backfill shall be in accordance with Section 208.02 and shall meet the requirements of Article 1003.04 or 1004.05 of the Standard Specifications. The use of recycled materials such as crushed concrete, slag, asphalt millings, etc. will not be permitted. The trench backfill shall be compacted in accordance with Method 1 described in Article 550.07 of the Standard Specifications. Compaction methods 2 (ponding) and 3 (jetting) will not be allowed. The trench backfill shall be placed in uniform layers not

exceeding 12" in thickness. Each layer shall be compacted by using a vibratory plate compactor to the satisfaction of the Engineer.

Trench Backfill shall be measured in accordance with Article 208.03 of the Standard Specifications. This work will be paid for at the Contract unit price per cubic yard for TRENCH BACKFILL.

FINAL BACKFILL/RESTORATION IN LAWN AREAS

Where the excavation is located in an area which does not have or will not have a permanent type street or sidewalk surface, the final backfill of the trench shall be Method 1 with the Suitable Excavated Material. The final 4" to 6" shall be excavated topsoil or furnished topsoil approved by the City.

Backfill for these areas shall not be paid for separately but shall be considered INCLUDED in the unit contract price for the related storm and sanitary items.

The areas disturbed shall be prepared, fertilized, seeded per section SEEDING AND MULCHING.

SEEDING AND MULCHING

This work shall consist of seeding, fertilizing, and mulch (method 2) and shall conform to all applicable sections of Articles 250 and 251 of the Standard Specifications. Seeding shall be IDOT Class 1A seeding. The quantity shown in the plans is an estimated quantity and may be reduced, increased, or deleted by the Engineer based on actual field conditions.

The contractor is responsible for achieving a uniform turf coverage of 75%. No additional payment will be made for any required re-seeding.

This work shall be paid for at the contract unit price per ACRE for SEEDING, CLASS 1A and MULCH, METHOD 1.

MANHOLES, TYPE A, TYPE 1 FRAME, OPEN LID

This work shall be in accordance with Section 602 of the Standard Specifications, the details in the drawings, the Manholes, Catch Basins, and Inlets special provision, and the following special provision. This work shall consist of constructing a Type A manhole with a flat slab and Type 1 frame and open lid. The materials shall be in accordance with Article 602.02 of the Standard Specifications. The work shall be performed according to Section 602 of the Standard Specifications, IDOT Standard Drawings 602401 Manhole Type A, 602402 Manhole Type A, 602701 Manhole Steps, and 604001 Frame and Lids Type 1. Inlet protection shall be provided in accordance with IDOT Standard Drawing 280001.

This work will be measured and paid for at the contract unit price EACH for MANHOLES, TYPE A, TYPE 1 FRAME, OPEN LID of the diameter specified.

MANHOLES, TYPE A, TYPE 8 GRATE

This work shall be in accordance with Section 602 of the Standard Specifications, the details in the drawings, the Manholes, Catch Basins, and Inlets special provision, and the following special provision. This work shall consist of constructing a Type A manhole with a flat slab and Type 8 grate. The materials shall be in accordance with Article 602.02 of the Standard Specifications. The work shall be performed according to Section 602 of the Standard Specifications, IDOT Standard Drawings 602401 Manhole Type A, 602402 Manhole Type A, 602701 Manhole Steps, and 604036 Grate Type 8. Inlet protection shall be provided in accordance with IDOT Standard Drawing 280001.

This work will be measured and paid for at the contract unit price EACH for MANHOLES, TYPE A, TYPE 8 GRATE of the diameter specified.

INLET, TYPE B, TYPE 8 GRATE

This work shall be in accordance with Section 602 of the Standard Specifications, the details in the drawings, the Manholes, Catch Basins, and Inlets special provision, and the following special provision. This work shall consist of constructing a Type B inlet with Type 8 grate. The materials shall be in accordance with Article 602.02 of the Standard Specifications. The work shall be performed according to Section 602 of the Standard Specifications, IDOT Standard Drawings 602306 Inlet – Type B and 604036 Grate Type 8. Inlet protection shall be provided in accordance with IDOT Standard Drawing 280001.

This work will be measured and paid for at the contract unit price EACH for INLETS, TYPE B, TYPE 8 GRATE.

REMOVING MANHOLES/INLETS

Work shall follow article 605.03 of the IDOT Standard Specification.

Work under this item will include completely removing the existing sanitary manholes, storm manholes, or storm inlets that are to be abandoned and backfilled with trench backfill material. Work should also include pavement removal and replacement that is necessary to remove the structures as well as capping of the existing pipes at the structure, unless a new structure is being installed.

This work will be paid for at the contract unit price, per EACH for REMOVING MANHOLES/INLETS.

CONNECTION TO EXISTING SANITARY SEWER

This item shall consist of the construction of proposed sanitary sewer connection to existing sanitary sewers or existing structures at locations shown on the plans and as directed by the Engineer.

The new opening in the existing sanitary structure or sanitary sewer shall be made in a manner to minimize any structural damage to the sanitary sewer. Any damage to the existing structure or sanitary sewer shall be repaired to the Engineer's satisfaction at no additional cost to the City.

A sanitary sewer connection to an existing structure shall be sealed with class SI concrete or brick and suitable mortar to the satisfaction of the Engineer. The sanitary sewer structure connection to the existing sanitary sewer shall be sealed with class SI concrete or brick and suitable mortar.

This work will be paid for at the contract unit price, per EACH for CONNECTION TO EXISTING SANITARY SEWER.

SANITARY SEWER TESTING

SANITARY SEWER DEFLECTION TESTING

All sanitary sewers constructed with flexible pipe shall be deflection tested with a rigid ball or Mandrell which shall have a diameter equal to 95% of the diameter of the pipe. *Test shall be performed with City Personnel present and 48 hours' notice ahead of time shall be given.*

SANITARY SEWER MANHOLE TESTING

Manholes shall be watertight and tested for watertightness in accordance with ASTM C969-94 or ASTM C1244-93. *Test shall be performed with City Personnel present and 48 hours' notice ahead of time shall be given.*

CLOSED-CIRCUIT TELEVISION (CCTV) TESTING

Final acceptance of the project will require CCTV completed by the City of Effingham.

The basis of payment for this item is the Contract Unit Price, per LUMP SUM, for SANITARY SEWER TESTING.

SANITARY SEWER LATERAL/SERVICE REMOVAL AND REPLACEMENT

This work shall consist of the temporary disconnection, removal and replacement of the existing sanitary sewer services with new equal diameter (six (6) inch diameter minimum) sanitary sewer service pipe in accordance with the applicable portions of Section 551 of the Standard Specifications, the Standard Specifications for Water and Sewer Construction in Illinois, and the following provisions. At the locations as designated by the Engineer where the sanitary sewer service is to be connected to the new sanitary sewer main is part of this work item. This work shall consist of the location, removal, temporary disconnection and replacement/reconnection of the existing sanitary sewer service pipe with new equal diameter (six (6) inch diameter minimum) sewer service pipe. This work shall consist of the installation of new WYE fitting or ADS Inserta-Tee as specified herein. In some cases, where obstructions (trees, driveway, retaining wall, etc.) exist, the new sewer service pipe routing may be different than the existing (to be abandoned) sewer service routing. The Engineer, together with the Contractor, will establish the acceptable sewer service routing and location and method of sewer service connection to the existing sewer. The purpose of different sewer service routing is to minimize damage to existing fixtures (trees, shrubs, structures, etc.).

Replacement sanitary sewer pipe shall be polyvinyl chloride (PVC) conforming to ASTM D2241 for sizes 6"– 8". The pipe shall have a minimum standard dimension ratio (SDR) 26 and a minimum cell classification of 12454-B or 12364-C conforming to ASTM D 1784. Plastic Pressure Pipe Joints shall be in conformance with ASTM D3139, using Flexible Elastomeric Seals. Service Pipe installation shall conform to the requirements of the Standard Specifications for Water & Sewer Construction in Illinois, 7th Edition, Section 31-1.02 to 31-1.10.

This item will be measured in place per each sanitary sewer service removed and replaced. Basis of Payment. This work shall be paid for the contract unit price per EACH for SANITARY SEWER SERVICE REMOVAL AND REPLACEMENT regardless of the pipe diameter. This price shall include the cost of all removal, excavation new pipe, fittings and couplings, connections, materials, equipment, and labor (including any hand digging) required to make a complete and finished installation. Trench backfill shall be measured separately for pavement.

PAVEMENT REPLACEMENT, HOT-MIX ASPHALT

This work shall consist of pavement patch replacement, furnishing, and replacing with HMA material in accordance with Section 442 of the Standard Specifications except that the HMA mixture shall conform to the requirements of Section 406 of the Standard Specifications.

Where the excavation is located in an area which now or will have asphalt or oil & chip pavement, the backfill of the trench shall be Method 1 with the materials specified for Select Granular Backfill, FA-1, FA-2, CA-15 or CA-16 only. For trenches in paved or oil & chip streets, a temporary driving surface shall consist of compacted Aggregate Base Course (CA-6). The thickness of the compacted Aggregate Base Course shall be sufficient that when excavating for permanent surface repair/replacement, a minimum of 8" of Aggregate Base Course will remain. Permanent surface repair/replacement shall consist of a minimum of 8" of compacted Aggregate Base Course (CA-6) with the permanent surface being of the same material and thickness that was removed, except that the minimum thicknesses shall be 4" for asphalt. Any sawed edges damaged during excavation and backfill shall be re-sawed.

This work will be measured in cubic yards by measuring from the top of pavement to the subbase for depth (in yards) multiplied by the square yard of the surface area.

This work will be paid for at the contract unit price per TONS for PAVEMENT REPLACEMENT, HOT-MIX ASPHALT and SQUARE YARDS for AGGREGATE BASE COURSE, TYPE B, 8".

Temporary driving surfaces shall not be paid for separately but rather be incidental to the Contract.

MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID

This work shall consist of constructing sanitary manholes. All work shall be completed in accordance with Division III Section 32 of the Standard Specifications for Water and Sewer Construction in Illinois, 8th Edition (2020). This work shall consist of constructing a 4' diameter manhole with a flat slab and closed lid.

Excavation and backfilling shall be in accordance with Article 602.12 of the Standard Specifications. Sanitary Manholes will be paid for at the contract unit price per each for MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID.

REMOVING AND RESETTING STREET SIGNS

This work shall consist of the removal and re-erection of any existing signs and posts as necessary to construct the proposed improvements. Any elements damaged during removal or that are otherwise unsatisfactory of re-erection shall be replaced by the contractor. Re-erection will be performed according to the applicable portions of Sections 720 and 728. Items not re-used shall be disposed of according to Article 202.03. The basis of payment for this item in the Contract Unit Price, per EACH, for REMOVEING AND RESETTING STREET SIGNS.

STORM SEWERS, WATER MAIN QUALITY PIPE

This work consists of constructing storm sewer to meet water main standards, as required by the IEPA or when otherwise specified. The work shall be performed in accordance with applicable parts of Section 550 of the Standard Specifications, applicable sections of the current edition of the IEPA Regulations (Title 35 of the Illinois Administrative Code, Subtitle F, Chapter II, Section 653.119), the applicable sections of the current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and as herein specified.

This provision shall govern the installation of all storm sewers which do not meet IEPA criteria for separation distance between storm sewers and water mains or at locations called out in the drawings. Separation criteria for storm sewers placed adjacent to water mains and water service lines are as follows:

- (1) Water mains and water service lines shall be located at least 10 feet (3.05 meters) horizontally from any existing or proposed drain, storm sewer, sanitary sewer, or sewer service connections.
- (2) Water mains and water service lines may be located closer than 10 feet (3.05 meters) to a sewer line when:
 - (a) Local conditions prevent a lateral separation of 10 feet (3.05 meters); and
 - (b) The water main or water service invert is 18 inches (460 mm) above the crown of the sewer; and
 - (c) The water main or water service is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
- (3) A water main or water service shall be separated from a sewer so that its invert is a minimum of 18 inches (460 mm) above the crown of the drain or sewer whenever water mains or services cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main or water services located within 10 feet (3.05 meters) horizontally of any sewer or drain crossed.

When it is impossible to meet (1), (2) or (3) above, the storm sewer shall be constructed of concrete pressure pipe, slip-on or mechanical joints ductile iron pipe, or PVC pipe equivalent to water main standards of construction. Construction shall extend on each side of the crossing until the perpendicular distance from the water main or water service to the sewer or drain line is at least 10 feet (3.05 meters). Storm sewer meeting water main requirements shall be constructed of the following pipe materials:

Concrete Pressure Pipe

Concrete pressure pipe shall conform to the latest ANSI/A WWA C300, C301, C302, or C303. Joints shall conform to Article 41-2.07B of the "Standard Specifications for Water and Sewer Main Construction in Illinois."

Ductile Iron Pipe

Ductile Iron pipe shall conform to ANSI A 21.51 (A WW A C 151), class or thickness designed per ANSI A 21.50 (A WWA C150), tar (seal) coated and/or cement lined per ANSI A 21.4 (A WWA C104), with a mechanical or rubber ring (slip seal or push on) joints. Joints for ductile iron pipe shall be in accordance with the following applicable specifications.

1. Mechanical Joints - A WW A C 111 and C600
2. Push-On Joints - A WWA CI 11 and C600

Plastic Pipe

Plastic pipe shall be marked with the manufacturer's name (or trademark); ASTM or A WW A specification; Schedule Number, Dimension Ratio (DR) Number or Standard Dimension Ratio (SDR) Number; and Cell Class. The pipe and fittings shall also meet NSF Standard 14, and bear the NSF seal of approval. Fittings shall be compatible with the type of pipe used. The plastic pipe options shall be in accordance with the following:

1. Polyvinyl Chloride (PVC) conforming to ASTM Standard D 1785. Schedule 80 is the minimum required for all pipe sizes, except when the pipe is to be threaded, and then it shall be Schedule 120. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
2. Polyvinyl Chloride (PVC) conforming to ASTM D 2241. A minimum wall thickness of SDR 26 is required for all pipe sizes (Note: The lower the SDR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
3. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM f 441. A minimum of Schedule 80 is required for all pipe sizes. Threaded joints are not allowed. It shall be made from CPVC compound meeting ASTM D 1784, Class 23447.
4. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM F 442. A minimum wall thickness of SDR 26 is required for all pipe sizes (Note: The lower the SDR number, the higher the wall thickness and pressure rating). It shall be made from CPVC compound meeting ASTM D 1784.
5. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C900. A minimum of wall thickness of DR 25 is required for all pipe sizes (Note: The lower the DR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
6. Polyvinyl Chloride (PVC) conforming to ANSI/ A WW A C905. A minimum of wall thickness of DR 26 is required for all pipe sizes (Note: The lower the DR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454. Joining of plastic pipe shall be by push-on joint, solvent welded joint, heat welded joint, flanged joint, or threaded joint, in accordance with the pipe manufacturer's instructions and industry standards. Special precautions shall be taken to insure clean, dry contact surfaces when making solvent or heat welded joints. Adequate setting time shall be allowed for maximum strength. Elastomeric seals (gaskets) used for push-on joints shall comply with ASTM F477. Solvent cement shall be specific for the plastic pipe material and shall comply with ASTM D 2564 (PVC) or ASTM F 493 (CPVC) and be approved by NSF.

For water-sewer line crossings only, storm sewer meeting water main requirements may also be constructed of reinforced concrete sewer pipe. The pipe shall conform to ASTM C 76 with a joint and rubber gasket meeting ASTM C 443. The joint shall meet the leakage performance test in ASTM C 443. The pipe manufacturer must demonstrate to Illinois Department of Transportation personnel that the joints pass the leakage performance test prior to installation of the pipe. The pipe class shall meet the requirements of Section 550 of the Standard Specifications for Road and Bridge Construction.

This work shall be measured and paid for at the contract unit price per foot for STORM SEWERS, WATER MAIN QUALITY PIPE of the type and diameter specified.

SANITARY SEWERS

This work shall consist of constructing sanitary sewers of sizes called for in the plans. All work shall be completed in accordance with Division III Sections 30 & 31 of the Standard Specifications for Water and Sewer Construction in Illinois, 8th Edition (2020).

Restrained Joint PVC Pipe

- 4" to 12" for C900 pipe shall have a pressure rating of 235 psi and Dimension Ratio of 18 and shall be CertainTeed Certa-Lok or JM Eagle Eagle Loc 900.
- Restrained Joint PVC Pipe 2" to 16" for ASTM D 2241 (IPS) pipe shall have a pressure rating of 200 psi and Dimension Ratio of 21 and shall be CertainTeed Yelomine with integral bell or couplings as noted in the Schedule of Prices.
- The pipe shall be the type and size as shown in the plans.
- Backfill material shall be in accordance with Section 208 of the IDOT Standard Specifications for Road and Bridge Construction, current edition.

Bell and Spigot Joint PVC Pipe

- 4" – 15" for ASTM D3034 pipe shall have a pipe stiffness of 115 psi (SDR 26) and shall be JM Eagle Gravity Sewer Pipe or CertainTeed PVC Gravity Sewer Pipe.
- SDR 35 will not be allowed.
- Pipe shall incorporate an integral bell joint with a single rubber gasket conforming to ASTM F477.
- Pipe joint shall meet ASTM D 3212.

Sanitary Sewers, of the sizes required, will be measured for payment in place in feet. When sanitary sewer enters a manhole, the measurement will end at the inside wall of the manhole. This work will be paid for at the contract unit price per foot for SANITARY SEWER of the diameter specified. The cost for the TRENCH BACKFILL will be paid separately. The cost for excavation shall be included in the contract unit price.

PAVEMENT REPLACEMENT, CONCRETE

This work shall consist of pavement patch replacement, furnishing and placing the PCC material, sealing and/or sawing of the joints in accordance with Section 442 of the Standard Specifications.

This work will be measured in cubic yards by measuring from the top of pavement to the subbase for depth (in yards) multiplied by the square yards of surface area.

This work will be paid for at the contract unit price per CUBIC YARD for PAVEMENT REPLACEMENT, CONCRETE. Reinforcement, dowel bars, tie bars, expansion, and anchor ties shall be included in the contract unit price.

TRAFFIC CONTROL

It is the Contractor's responsibility to maintain adequate traffic control throughout the duration of the project. Traffic control protecting all work shall be provided in accordance with current state and national standards and as directed by the engineer. Traffic control shall be in place as soon as construction begins. A 48-hour notice shall be given to the City for all road closures. Street Closures will be allowed provided adequate notice and homeowner access being maintained. All traffic control, signals, and signage shall be in accordance with the current edition of the MUTCD (Manual on Uniform Traffic Control Devices), the Illinois Highway Design Standards for Traffic Control, and the Standard Specifications for Road and Bridge Construction. The basis of payment for this item in the Contract Unit Price, per LUMP SUM, for TRAFFIC CONTROL COMPLETE.

The streets and all entrances shall remain open to traffic unless authorized the City Engineer or Operations Manager. The contractor shall provide the City with a paving plan and schedule and will be responsible for providing public notices to inform the public of various routing plans. When the street is closed to traffic, it

shall be the contractor's responsibility to make arrangements with the affected property owner in keeping access to the premises and shall give 48-hour notice to the Engineering and Street Department.

AS-BUILT PLANS:

As-built plans shall be submitted to the Director of Public Works and City Engineer for review and approval. Upon approval, the project shall be presented to the City Council for acceptance. The as built plans shall include but are not limited to the following:

- a. all deviations from the original plans including any correspondence from the IEPA approving or allowing the deviations.
- b. locations where tracer wire is spliced and brought above grade to locating stations
- c. depth from existing ground to top of pipe every 100 feet and at changes in depth and direction.
- d. offset distances from permanent structures or objects.
- e. underground utilities or other obstacles encountered and not shown on the plans

This work shall not be paid for separately but rather be incidental to the Contract.

CLEANING UP

Surplus piping material, tools and temporary structures shall be removed by the Contractor. All dirt, rubbish, and excess earth from excavations shall be disposed of by the Contractor in compliance with applicable laws and ordinances. The construction site shall be left clean, to the satisfaction of the Engineer.

This work will not be paid for separately but shall be considered as incidental to the Contract.

Austin Ave. & Park St. Sanitary Sewer Improvements
PROPOSAL

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

Proposal of:

Name: _____
Address: _____

for the improvements designated and by the construction of the items shown on the following page.

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 April 1, 2022 and the "Standard Specifications for Water and Sewer Main Construction in Illinois", 8th edition, adopted in 2020.

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

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

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.

The undersigned agrees to complete the work by **November 1, 2025** 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

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract.

SCHEDULE OF PRICES

ITEM NO.	CODE NO.	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
1	20800150	TRENCH BACKFILL	CY YD	375		
2	25000110	SEEDING, CLASS 1A	ACRE	0.5		
3	25100105	MULCH, METHOD 1	ACRE	0.5		
4	35101600	AGGREGATE BASE COURSE, TYPE B, 4"	SQ YD	122		
5	35102000	AGGREGATE BASE COURSE, TYPE B, 8"	SQ YD	484		
6	40200700	AGGREGATE SURFACE COURSE, TYPE A, 8"	SQ YD	99		
7	60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		
8	60219000	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	4		
9	60240301	INLETS, TYPE B, TYPE 8 GRATE	EACH	2		
10	60500040	REMOVING MANOLES/INLETS	EACH	3		
11	67100100	MOBILIZATION	L SUM	1		
12	550A0340	STORM SEWERS, CLASS A, TYPE 2, 12"	FOOT	439		
13	X0322463	CONNECTION TO EXISTING SANITARY SEWER	EACH	2		
14	X0322786	SANITARY SEWER TESTING	L SUM	1		
15	X0324585	SANITARY SEWER SERVICE REMOVAL AND REPLACEMENT	EACH	15		
16	X4420205	PAVEMENT REPLACEMENT, HOT-MIX ASPHALT	TONS	109		
17	X6022810	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3		
18	Z0051500	REMOVING AND RESETTING STREET SIGNS	EACH	1		
19	Z0056648	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	98		
20	Z0056800	SANITARY SEWER, 6"	FOOT	450		
21	Z0056900	SANITARY SEWER, 8"	FOOT	786		
22	Z0062455	PAVEMENT REPLACEMENT, CONCRETE	CU YD	24		
23		TRAFFIC CONTROL COMPLETE	L SUM	1		

TOTAL AMOUNT = _____

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

BID BOND

We, _____
a/an Individual Co-partnership Corporation organized under the laws of the State of _____,
as PRINCIPAL, and

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

Whereas the condition of the foregoing obligation is such that, the said PRINCIPAL is submitting a written proposal to the City of Effingham acting through its City Council for the construction of the work designated as the _____ Project,

Therefore, if the proposal is accepted and a contract awarded to the PRINCIPAL by the City of Effingham for the above designated Project and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work unless the proposal guarantee is held in lieu thereof, and furnish evidence of the required insurance coverage, then this obligation shall become void; otherwise it shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2025.

PRINCIPAL

(Company Name) (Company Name)

By: _____ By: _____
(Signature and Title) (Signature and Title)

Attest: _____ Attest: _____
(Signature and Title) (Signature and Title)

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

SURETY

By: _____
(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that _____ who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2025.

(Notary Public)

STATE OF ILLINOIS

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that _____ who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2025.

(Notary Public)

NOTICE OF AWARD

TO: _____

PROJECT: _____

The CITY OF EFFINGHAM has considered the proposed bid submitted by you for the above-described Project dated (_____).

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 _____, 2025.

CITY OF EFFINGHAM

By: _____

Steven W. Miller, P.E., City Administrator

ATTEST:

By: _____

Abbey Nosbisch, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2025.

By: _____

Title: _____

Austin Ave. & Park St. Sanitary Sewer Improvements
City of Effingham, Illinois

CONTRACT

THIS AGREEMENT made as of the _____ day of _____ in the year 2025, 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:

The work included in this section consists of the installation of new storm sewer and sanitary sewer mains and the connection of existing laterals to the new sanitary main along with other miscellaneous reconstruction related work.

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

Civil Design, Inc.
Wes Kistler, P.E.
307 E Washington Avenue
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 binds 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: _____

Title: _____

Its _____

Attest: _____

Attest: _____

Abbey Nosbisch, City Clerk

Its _____

CONTRACT BOND

We, _____
a/an Individual Co-partnership Corporation organized under the laws of the State of _____,
as PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the City of Effingham in the penal sum of _____
Dollars (\$ _____), lawful money
of the United States, well and truly to be paid unto the City of Effingham, for the payment of which we bind
ourselves, our heirs, executors, administrators, successors, jointly to pay to the City of Effingham this sum
under the conditions of this instrument.

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

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the City of Effingham and its City Council harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS THEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed herein, do each cause this Contract Bond to be duly executed on its behalf by its authorized agent, officer, or representative.

PRINCIPAL

(Company Name) (Company Name)

By: _____ By: _____
(Signature and Title) (Signature and Title)

Attest: _____ Attest: _____

(Signature and Title) (Signature and Title)

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

SURETY

By: _____
(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that _____ who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of , 2025.

(Notary Public)

STATE OF ILLINOIS

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that _____ who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of , 2025.

(Notary Public)

IRREVOCABLE LETTER OF CREDIT
(For Contracts under \$100,000 only)

TO THE CITY COUNCIL OF THE CITY OF EFFINGHAM, ILLINOIS:

1. Upon the request of _____,
(hereinafter referred to as the "Contractor"), we, _____,
(hereinafter referred to as the "Bank") hereby establish our Irrevocable Letter of Credit,
(hereinafter referred to as "Credit") in favor of the City of Effingham, Illinois, (hereinafter referred
to as the "Beneficiary") in the amount of \$ _____. This credit is irrevocable. This
irrevocable letter of credit is in connection with certain Public Works Project, (hereinafter
referred to as the "Project") identified as:
 - A. _____
 - B. City of Effingham Resolution No. _____, dated _____.
 - C. Notice of Award dated _____.
2. Said Project includes, but is not limited to: _____,
and identified in the Project plans and specifications. The Project shall be completed in _____
working days or by _____. Said Project shall be inspected after
completion by, but not limited to, the Director of Streets and Sewers, Director of Water, and City
Engineer or their designees. Any deficiencies shall be noted (and shall be designated the punch
list) and directed to the Contractor for correction. After the deficiencies have been corrected and
the Contractor has submitted all Project closeout documentation as required in the specifications
including but not limited to monthly payrolls and lien waivers to the City Engineer, the Project shall
be recommended for acceptance to the City Council by the appropriate City officials. The City
Council will then consider a Resolution accepting the Project and releasing the irrevocable letter of
credit.
3. This irrevocable letter of credit shall be in force and affect a minimum of sixty (60) days after
substantial completion of the Project and shall not expire until released by the City Council.
Sixty (60) days prior to the expiration date of this irrevocable letter of credit, the Bank shall
notify the Beneficiary (by certified letter return receipt requested) of the impending expiration.
This irrevocable letter of credit shall not expire without such notice but shall continue in full
force and effect.
4. If the Contractor has requested and has been granted additional time to perform the work, the
Contractor and Bank hereby agree to automatically extend the irrevocable letter of credit for
the additional time granted.
5. The required sixty (60) days after substantial completion of the work is to ensure the correction
of the punch list items and allow the Contractor to submit contract closeout documentation.
6. The Contractor has entered into a written contract with the Beneficiary for the construction of
the Project, and whereby the Contractor promises and agrees to perform said work in
accordance with the terms of said contract, and promises to pay all sums of money due for any
labor, materials, apparatus, fixtures or machinery furnished to such Contractor 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 irrevocable letter of credit shall inure to the benefit of any person, firm,
company or corporation to whom any money may be due from the Contractor, subcontractor
or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and
that suit may be maintained on such letter of credit by any such person, firm, company or
corporation for the recovery of any such money. If the Contractor fails to perform or complete

the work, correct the punch list items, fails to submit the required Project closeout documentation or otherwise fails to fulfill the requirements of the contract or this irrevocable letter of credit, the Beneficiary may call this irrevocable letter of credit. This irrevocable letter of credit shall be available to the Beneficiary, and the Bank shall honor all drafts presented to it at any time upon presentation of:

- A. A Resolution of the City Council of the City of Effingham, Illinois stating that the Contractor has failed to satisfactorily complete or carry on the Project or has failed to pay material suppliers, subcontractors or others whom any money may be due; and,
- B. The affidavit of the City Engineer of the Beneficiary stating that all drafts will be made for the purposes of paying consulting engineers, surveyors, materialmen, contractors, and subcontractors for the completion of the Project.

This Irrevocable Letter of Credit is hereby issued this _____ day of _____, 2025.

BANK

By: _____, its (Printed or Typed Name)

CONTRACTOR

The undersigned hereby consents to the terms and conditions of this Irrevocable Letter of Credit this _____ day of _____, 2025.

By: _____

Contractor: (Printed or Typed Name and Title of Officer and Name of Company)

This Irrevocable Letter of Credit is accepted on the _____ day of _____, 2025, by the City of Effingham

By: _____

_____ Mike Schutzbach, Mayor

NOTICE TO PROCEED

TO: _____

PROJECT: _____

Dated this _____ day of _____, 2025.

You are hereby notified to commence Work by _____, 2025 in accordance with the CONTRACT dated _____, 2025, and you are to complete the WORK by _____ accordance with the Specifications and Special Provisions.

CITY OF EFFINGHAM
Owner

By: _____

Title: _____

ATTEST:

By: _____
Abbey Nosbisch, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this _____ day of _____, 2025.

By: _____

Title: _____