The City of Effingham Illinois

PROJECT MANUAL

FOR

NORTH FIRST STREET RECONSTRUCTION CDI PROJECT #6852.02 FEBRUARY 2025

PREPARED FOR:
CITY OF EFFINGHAM
EFFINGHAM, IL
CITY ENGINEER: LUKE THOELE, P.E.

PREPARED BY:
CIVIL DESIGN, INC.
WES KISTLER, P.E.
307 E. WASHINGTON AVENUE
EFFINGHAM, ILLINOIS 62401
PHONE: 217-342-2025
DIRECT: 217-340-0350
EMAIL: WKISTLER@CIVILDESIGNINC.COM

CIVIL DESIGN, INC.
WBE|DBE

LICENSED PROFESSIONAL ENGINEER
WES M. KISTLER
062-068499
STATE OF ILLINOIS

SIGNED: 02/24/2025
EXPIRES: 11/30/2025

TABLE OF CONTENTS

ITEM:	PAGE#
NOTICE TO CONTRACTORS	3
SPECIAL PROVISIONS	4 - 15
PROPOSAL	16 – 18
BID BOND	19 – 20
NOTICE OF AWARD	21
CONTRACT	22 – 23
CONTRACT BOND	24 - 27
NOTICE TO PROCEED	28

NOTICE TO CONTRACTORS

Sealed proposals for the ***City of Effingham, NORTH FIRST STREET RECONSTRUCTION PROJECT*** 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. March 11, 2025** and will then be publicly opened and read in the Council Chambers.

The proposed work is officially known as ***"NORTH FIRST STREET RECONSTRUCTION PROJECT"*** for the City of Effingham, Effingham, Illinois. The project shall consist of the removal and replacement of street pavement located along First Street between Temple Avenue and Roadway Avenue along with storm sewer replacement 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 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 is included in the contract documents and shall be enclosed in a separate and sealed envelope endorsed **"NORTH FIRST STREET RECONSTRUCTION PROJECT".**

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, the latest editions of the "Manual of Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials in effect on the date of invitation for bids which apply to govern the ***NORTH FIRST STREET RECONSTRUCTION PROJECT***", 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 North First Street between Temple Avenue and Roadway 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 reconstruction of pavement and subbase, storm sewer, and other miscellaneous work. ***Work is to be completed between Monday, May 26, 2025 and Friday, August 8, 2025, while St. Anthony School is on summer break.***

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.

Any Street closures on side streets shall be completed in a timely manner. Any roadway or driveway pavement that has been removed shall be replaced with permanent or temporary pavement before opening to traffic. In the case the contractor shall fail or neglect to comply with these requirements, 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.

In case the Contractor of the work shall fail or neglect to have substantial completion of the project on or before **August 8, 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.

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 UTILITES

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 City of Effingham will be replacing the water main under First Street during the construction of these improvements. 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

UTILITY	OWNER	ADDRESS
Electric & Gas	Ameren Illinois	701 S 9th Street Mattoon, IL 61938
Cable TV	Mediacom	107 S Henrietta Effingham, IL 62401
Internet	Wabash Communications	14415 US Hwy 45 Louisville, IL 62858
Water & Sewer	City of Effingham	201 E. Jefferson Effingham, IL 62401
Telephone	Illinois Consolidated Communications	2116 S 17th St. Mattoon, IL 61938

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.

STATUS OF UTILITIES TO BE ADJUSTED

The following utilities are involved in this project. The utility companies have provided the estimated dates.

Name/Address of Utility	Type	Location	Est. Date of Relocation
Ameren Electric **Att: Sam Kassing** **Email: skassing@ameren.com** **Phone: 618-972-1965**	**Electric**	**Along Project**	**No apparent conflicts**
Ameren Gas **Att: Jake Zerrusen** **Email: jzerrusen@ameren.com** **Phone: (217) 208-7981**	**Gas**	**Along Project**	**No apparent conflicts**
City of Effingham **Att: Luke Thoele, PE** **Email: LThoele@effinghamil.com** **Phone: 217-342-5300 ext. 5311**	**Water**	**Along Project**	**Two weeks after school dismissed**
Consolidated Communications **Att: Wes Chambers** **Email: wes.chambers@consolidated.com** **Phone: 217-235-3355**	**Telephone**	**Along Project**	**No apparent conflicts**
Wabash Communications **Att: Devin McKinney** **Email: dmckinney@wabash.net** **Phone: 618-665-9967** **Att: Steve Hosselton** **Email: shosselton@wabash.net** **Phone: 618-665-3311**	**Fiber**	**Along Project**	**No apparent conflicts**
Mediacom **Att: Daniel Salee** **Email: dsalee@mediacomcc.com** **Phone: 845-768-8074**	**Cable TV**	**Along Project**	**No apparent conflicts**

The above represents the best information of the City and is only included for the convenience of the bidder. The applicable provisions of Section 102, and Articles 105.07, 107.20, 107.31, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

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 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 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.

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.

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.

TREE REMOVAL

The existing trees and stumps at the location(s) shown on the plans shall be removed and disposed of according to Article 201 of the Standard Specifications for Road and Bridge Construction in Illinois, Adopted January 1, 2022, except that stumps are to be removed to a minimum of six (6) inches below the natural surface of the ground.

This work shall be paid for by the contract unit price per UNIT for TREE REMOVAL (6 TO 15 INCH).

EARTH EXCAVATION

The Contractor shall construct the proposed project to the line and grade shown on the plans. This work shall include the removal of existing oil and chip / hma pavement and base. The work shall be done in accordance with Section 200 of the Standard Specifications. Removal of excess spoils from the site shall be considered incidental to the unit bid price for EARTH EXCAVATION.

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.

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.

SUBGRADE PREPARATION

This work shall be in accordance with Section 301 of the Standard Specifications. Special attention is called to Article 301.04 Subgrade Compaction and Stability.

This work shall not be paid for separately but shall be included in the cost of EARTH EXCAVATION 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.

DRILL AND GROUT DOWEL BARS

This work shall consist of drilling and grouting 1" dowel bars at any construction joints against existing concrete pavement. This work shall conform to the applicable portions of Article 442.06 (a) (2). Dowel bars shall be epoxy coated. This work shall not be paid for separately but shall be included in the price of PORTLAND CEMENT CONCRETE PAVEMENT SPECIFIED DEPTH (JOINTED).

PORTLAND CEMENT CONCRETE PAVEMENT (JOINTED) AND COMBINATION CONCRETE CURB AND GUTTER

This work shall conform to the applicable portions of Article 420 of the Standard Specifications. Welded wire reinforcement shall be placed and shall be 6x6-W2.9xW2.9. Joints shall be spaced as noted on the plans and shall be constructed per Section 420 of the Standard Specifications. Dowel bar assemblies shall be used at transverse joints per Section 420 of the Standard Specifications. Dowel bars shall be 1" or 1 ¼" and epoxy coated.

All joints (sawed and construction joints) in pavement and curb and gutter shall be sealed in accordance with Section 420.12 of the Standard Specifications. All joints shall be cleaned and sealed with a self-leveling (SL) gray colored material matching the color of the concrete and meeting the requirements of Article 1050.03 of the Standard Specifications for Road and Bridge Construction. Any other proposed Joint Sealer shall be reviewed by the Engineer and City prior to use. No joint sealer will be allowed on the pavement surface. Contractor shall remove any compound on the surface at the Contractors expense.

Tie bars shall be placed at 24" centers between the proposed pavement and the existing curb and gutter. Tie bars shall be No. 6 and be epoxy coated. This work shall be constructed in accordance per Section 606 of the Standard Specifications and will not be paid for separately but shall be included in the cost for PORTLAND CEMENT CONCRETE PAVEMENT (JOINTED) of the depth called out in the plans.

Welded wire fabric will not be paid for separately but shall be included in the cost for PORTLAND CEMENT CONCRETE PAVEMENT (JOINTED) of the depth specified in the plans.

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.

RELOCATE SIGN PANEL ASSEMBLY – TYPE A

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.

This work shall be paid for at contract unit price EACH for RELOCATE SIGN PANEL ASSEMBLY – TYPE A.

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 contract unit price LSUM for SEEDING AND MULCHING and no additional compensation will be allowed.

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 ve1iical 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 Cl 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. Elastotmeric 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.

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 3 FRAME AND 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 3 frame and 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 604006 Frame and Grate Type 3. 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 3 FRAME AND GRATE of the diameter specified.

INLET, TYPE A, TYPE 3 FRAME AND 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 inlet with Type 3 frame and 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 602301 Inlet – Type A and 604006 Frame and Grate Type 3. 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 A, TYPE 3 FRAME AND GRATE.

INLET, TYPE B, TYPE 3 FRAME AND 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 3 frame and 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 604006 Frame and Grate Type 3. 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 3 FRAME AND GRATE.

REMOVING MANHOLES

Work shall follow article 605.03 of the IDOT Standard Specification.

Work under this item will include completely removing the existing storm manholes or storm inlets that are to be abandoned and backfilled with trench backfill material. Work should also include 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.

PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER

This work shall consist of installing a manhole/catch basin over an existing sewer as directed in Sections 502 and 550 of the Standard Specifications. A precast concrete base may be used.

The Contractor shall carefully remove the existing storm sewer which falls within the structure. After the manhole/catch basin is installed, the manhole/catch basin shall be mortared with a non-shrink concrete grout.

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

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.

NORTH FIRST STREET RECONSTRUCTION
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 January 1, 2022.

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 have substantial completion of the project on or before **August 8, 2025** unless additional time is granted in accordance with Article 108.08 of the specifications and complete the work following the restrictions stated in the **LIQUIDATED DAMAGES** special provision.

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	20100110	TREE REMOVAL (6 TO 15 INCH)	UNIT	15		
2	20200100	EARTH EXCAVATION	CU YD	178		
3	35101400	AGGREGATE BASE COURSE, TYPE B	TON	200		
4	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	107		
5	44000400	GUTTER REMOVAL	FOOT	156		
6	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	119		
7	44000600	SIDEWALK REMOVAL	SQ FT	3428		
8	20800150	TRENCH BACKFILL	CU YD	142.3		
9	28000500	INLET AND PIPE PROTECTION	EACH	6		
10	31100300	SUBBASE GRANULAR MATERIAL, TYPE A 4"	SQ YD	1569		
11	42000301	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	1315		
12	42300300	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	156		
13	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3264		
14	42400800	DETECTABLE WARNINGS	SQ FT	20		
15	44000100	PAVEMENT REMOVAL	SQ YD	1412		
16	550A0070	STORM SEWERS, CLASS A, TYPE 1 15"	FOOT	274		
17	55100100	STORM SEWER REMOVAL 4"	FOOT	30		
18	55100200	STORM SEWER REMOVAL 6"	FOOT	302		
19	56109210	WATER VALVES TO BE ADJUSTED	EACH	2		
20	60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		
21	60218500	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 3 FRAME & GRATE	EACH	2		
22	60235700	INLET TYPE A, TYPE 3 FRAME & GRATE	EACH	2		
23	60240220	INLET TYPE B, TYPE 3 FRAME & GRATE	EACH	1		
24	60500040	REMOVING MANHOLES	EACH	8		
25	60605000	COMBINATION CONCRETE CURB AND GUTTER , TYPE B-6.18	FOOT	748		
26	72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	3		
27	78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	72		
28	78001180	PAINT PAVEMENT MARKING - LINE 24"	FT	11		
29	X5510012	PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER	EACH	2		
30	X7240300	SIGN REMOVAL	EACH	3		
31	XXXXXXXX	SEEDING AND MULCHING	L SUM	1		
32	XXXXXXXX	TRAFFIC CONTROL COMPLETE	L SUM	1		
33	Z0056650	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE 15"	FOOT	115		

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 bid 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: _____

NORTH FIRST STREET RECONSTRUCTION
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 project shall consist of the reconstruction of pavement and subbase, storm sewer, and other miscellaneous work along North First Street between Temple Avenue and Roadway Avenue.

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

Civil Design, Inc.
Wes Kistler, P.E.
307 E Washington
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 thirty (30) 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: _____