



PROJECT MANUAL
FOR
EVERGREEN AVENUE
RECONSTRUCTION PROJECT

PREPARED FOR:
CITY OF EFFINGHAM
EFFINGHAM, IL
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TABLE OF CONTENTS

ITEM:	PAGE#
NOTICE TO CONTRACTORS _____	3
SPECIAL PROVISIONS _____	4 – 29
SWPPP & CONTRACTOR CERTIFICATION STATEMENT ____	30 - 42
PROPOSAL _____	43 – 46
BID BOND _____	47 – 48
NOTICE OF AWARD _____	49
CONTRACT _____	50 – 51
CONTRACT BOND _____	52 - 55
NOTICE TO PROCEED _____	56

NOTICE TO CONTRACTORS

Sealed proposals for the **City of Effingham, EVERGREEN AVENUE 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. July 29, 2025** and will then be publicly opened and read in the Council Chambers.

The proposed work is officially known as “**EVERGREEN AVENUE RECONSTRUCTION PROJECT**” for the City of Effingham, Effingham, Illinois. The work will include the reconstruction of Evergreen Avenue beginning approximately 90’ east of Evergreen Avenue’s intersection with Oceola Street and continuing along Evergreen Avenue approximately 1,875’ to the east. The existing pavement will be removed, and the roadway reconstructed with hot-mix asphalt and aggregate base course throughout the project area. Improvements also include new curb & gutter, PCC driveway, PCC shared-use trail, PCC sidewalk, ADA ramps, storm sewers, inlets, manholes, and all necessary incidental work.

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

Plans, specifications, and documents are on file in the office of the City Clerk 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 “**EVERGREEN AVENUE 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: _____

INDEX OF SPECIAL PROVISIONS

DESCRIPTION OF WORK	1
COMPLETION DATE	1
LIQUIDATED DAMAGES	1
NOTIFICATION OF START	2
SCHEDULE OF OPERATIONS FOR PERMIT	2
EXAMINATION OF EXISTING CONDITIONS AND DOCUMENTATION	2
SHOP DRAWINGS	3
DAMAGE TO NEW OR EXISTING STRUCTURES OR PROPERTY	3
EARTH EXCAVATION	3
FURNISHED EXCAVATION	4
EMBANKMENT	5
REMOVAL OF UNCLASSIFIED MATERIAL	6
STANDARDS IN THE PLANS	6
EXPLORATORY EXCAVATION	6
UTILITIES	6
STATUS OF UTILITIES	8
PREVAILING WAGE	8
REFERENCES	9
SUBSTANCE ABUSE AND PREVENTION PROGRAM	9
INSURANCE	10
SCOPE OF THE PROJECT	10
PAYMENT AND PERFORMANCE BOND	10
SUBGRADE PREPARATION	11
TEST ROLLING OF SUBGRADE AND BASE COURSE	11
GRANULAR SUBGRADE REPAIR OR REPLACEMENT	12
AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS	12
TOPSOIL FURNISH AND PLACE, 4"	13
PORTLAND CEMENT CONCRETE SIDEWALK	14
HOT-MIX ASPHALT BINDER AND SURFACE COURSE	14
TEMPORARY RAMPS	16
COMBINATION CONCRETE CURB AND GUTTER	16
EXPANSION JOINTS	17
EXISTING DRAINAGE MATERIALS TO BE SALVAGED	17
PIPE CULVERT REMOVAL	17
STORM SEWERS AND PIPE CULVERTS	18
INLET AND PIPE PROTECTION	18
WATER VALVES TO BE ADJUSTED	18
REMOVE AND RELOCATE END SECTIONS	19
REMOVE EXISTING FLARED END SECTION	19
STORM SEWERS, WATER MAIN QUALITY PIPE	19
CONSTRUCTION LAYOUT STAKES	20
WORK ZONE TRAFFIC CONTROL SURVEILLANCE	22
SIGN PANELS AND APPURTENANCES (BDE)	23
SEQUENCE OF CONSTRUCTION OPERATIONS AND MAINTENANCE OF TRAFFIC	23
TRAFFIC CONTROL AND PROTECTION (SPECIAL)	24
 STORM WATER POLLUTION PREVENTION PLAN	 30

State of Illinois

Special Provisions

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022; hereafter referred to as the Standard Specifications; the "Supplemental Specifications and Recurring Special Provisions," latest edition as indicated on the Check Sheet included herein, the latest edition of the Standard Specifications For Water And Sewer Main Construction In Illinois, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways"; and the latest edition of the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids. These Special Provisions included herein apply to and govern the reconstruction of the Evergreen Avenue Reconstruction project in the City of Effingham, Effingham County, Illinois, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and govern.

DESCRIPTION OF WORK

The work will include the reconstruction of Evergreen Avenue beginning approximately 100' east of Evergreen Avenue's intersection with Oceola Street and continuing along Evergreen Avenue approximately 1,875' to the east. The existing pavement will be removed, and the roadway reconstructed with hot-mix asphalt and aggregate base course throughout the project area. Improvements also include new curb & gutter, PCC driveway, PCC shared-use trail, PCC sidewalk, ADA ramps, storm sewers, inlets, manholes, and all necessary incidental work as shown on the plans or as described herein.

COMPLETION DATE

The Contractor shall complete all work and any punchlist items no later than the specific dates included herein. The contract completion period may be extended only by written change order. The approval date for the IDNR permit described in the special provision for Schedule of Operations for Permit may require completion date adjustment.

The Contractor shall submit to the City for approval, at the pre-construction conference, a feasible progress schedule showing the order in which the Contractor will start each major work activity and the planned dates for completing each.

All work including all punchlist items shall be complete by **June 5, 2026**. The Contractor may need to work multiple crews and Saturdays to meet this completion date.

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 Evergreen Avenue 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 completion of the project on or before **June 5, 2026** 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.

NOTIFICATION OF START

The Contractor shall notify the Engineer; the City of Effingham Engineering and Public Works Departments seven (7) calendar days prior to the beginning of work and shall keep the same entities updated on the status of road and/or lane closures, and changes in travel patterns throughout the duration of the project. The Contractor shall notify the Engineer and City at least seventy-two (72) hours (5:00 p.m. Friday to 8:00 a.m. Monday and holidays excluded) prior to starting work and any changes in travel patterns. Any less time of notification could cause delay to the Contractor. Contact information for the aforementioned entities will be provided to the Contractor at the Pre-Construction Meeting.

SCHEDULE OF OPERATIONS FOR PERMIT

Project limits along Evergreen Avenue begin approximately 100' east of Evergreen Avenue's intersection with Oceola Street and continue along Evergreen Avenue approximately 1,875' to the east. Portions of work within the project limits takes place in a designated floodplain that includes a wetland. An Illinois Department of Natural Resources, Office of Water Resources (IDNR/OWR) Permit application has been submitted and the estimated approval date is mid-September 2025.

This project has a bid opening of July 29, 2025. It is the City of Effingham's intention to award the project prior to permit approval. The approximate date of Notice to Proceed for the Contractor is September 16, 2025. The Contractor will have full access to all roadway work in areas outside of the floodplain limits. Areas outside the floodplain limits are defined as beginning at approximately Sta 235+50 to Sta 242+50 with the exception of tree removal. Tree removal shall not occur during the April 1st through September 30th time frame to avoid potential impact to the Indiana Bat.

In areas of the floodplain and wetland beginning at the western project limits Sta 223+75 to Sta 235+50 no work shall take place until the Illinois Department of Natural Resources, Office of Water Resources (IDNR/OWR) Permit has been approved.

EXAMINATION OF EXISTING CONDITIONS AND DOCUMENTATION

It is the responsibility of each bidder to satisfy himself/herself as to conditions he/she will encounter in performing the work. Failure to do so will not be considered as grounds for additional compensation for unforeseen adverse conditions encountered during the progress of the work.

Prior to commencement of any construction activities, the Contractor shall document the existing condition of all sidewalks, driveways, side streets, landscaping and other items within or adjacent to the limits of construction with color photographs and/or videos and submit said pictures and/or videos to the Engineer for review. Construction shall not commence until the content and clarity of

said pictures is reviewed by the Engineer and found acceptable. This work shall not be paid for separately but shall be incidental to the contract work and no additional compensation will be allowed.

SHOP DRAWINGS

After checking and verifying all field measurements and field verifying existing utility location elevations, and after complying with applicable procedures specified herein, the Contractor shall submit Shop Drawings to the City for review in electronic format. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance, and design criteria, materials, and similar data to enable the City to review information as required.

Where a Shop Drawing is required by the Specifications, any related work performed prior to City's review of the pertinent submission shall be considered incidental to the contract and no compensation shall be allowed.

DAMAGE TO NEW OR EXISTING STRUCTURES OR PROPERTY

If damage is done to existing or new structures or property during construction of the proposed improvements, the item(s) shall be replaced or repaired by the Contractor at his/her own expense to the satisfaction of the Engineer. The replacement or repair method shall be reviewed by the Engineer and approved by the City prior to replacement or repair.

EARTH EXCAVATION

This work shall be performed in accordance with the applicable articles of Section 202 of the Standard Specifications and as specified herein.

Add the following provision to Section 202: All topsoil material suitable for growing grass shall be excavated and stockpiled within the right-of-way, temporary construction easements, or other approved location on the construction site for Topsoil Placement. The Contractor shall stockpile the quantity of topsoil sufficient for the project, plus 10% contingency. Any excess topsoil beyond this quantity shall become the property of the Contractor and be removed from the site. The 10% contingency quantity of topsoil shall remain on site until all topsoil placement for the project has been completed, after which any remaining topsoil shall become the property of the Contractor and be removed from the site. This excavation shall be included and is calculated as part of the Earth Excavation quantity and work. No additional compensation will be allowed for the stockpiling or removal from site work. The Contractor shall be responsible to furnish and install topsoil over and above the existing material available on site if required by site conditions and proposed improvement.

Any Earth Excavation that is suitable for fill embankment material shall be placed and compacted in fill areas as shown on the cross sections. All unsuitable or excess material shall become the property of the Contractor and be removed from the site. Hot-mix asphalt and concrete shall not be allowed to be used as fill material. No payment for overhaul will be allowed for earth moved from any source.

Any landscaping items such as timber, brick or block lawn edging, segmental brick or block retaining wall, plantings, decorative stone or other similar materials in conflict with the construction shall be removed and offered to the property owner. If the property owner does not desire the material, the contractor shall dispose of same. This work shall not be measured and paid for separately but shall be included in the cost of Earth Excavation.

The removal of the existing oil and chip bituminous surface and aggregate base course shall be measured and paid for at contract unit price bid per cubic yard for EARTH EXCAVATION.

Should the Contractor have any disagreement in the quantity of the Earth Excavation he/she shall submit earthwork calculations showing such disagreement at the pre-construction meeting. Otherwise, the plan quantities for Earth Excavation shall be used as the basis of payment on the project, as long as the project is constructed according to plan grades. Cross Sections after clearing and ground surface preparation will not be provided or allowed. Changes in the lines, grades, or length of the project may result in changes to the quantities.

FURNISHED EXCAVATION

This work shall be performed in accordance with the applicable articles of Section 204 of the Standard Specifications except as modified below.

Article 204.06 relating to Settlement Platforms shall be deleted. No credit for the placement of any additional embankment due to possible settlement during construction will be allowed.

Add the following to the requirements of Section 204:

“Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both sides and top with a minimum of 3 feet (900mm) of non-restricted soil not considered detrimental in terms of erosion potential or excess volume change. A restricted soil is defined as having any one of the following properties:”

A grain size distribution with less than 35% passing the number 75um (#200) sieve.

A plasticity index of less than 12.

A liquid limit in excess of 50.

“All restricted and non-restricted embankment materials shall have the following minimum strengths for the indicated moistures:”

Immediate Bearing Value	Shear Strength At 95% Density *	Moisture
3.0	1,000 PSF (50 Kpa)	120%
4.0	1,300 PSF (62 Kpa)	110%

*Granular Soils $\phi=35^\circ$

Any Borrow Excavation and/or excavating and transporting material from offsite necessary for this project shall not be measured and paid for separately but shall be included in the cost for

FURNISHED EXCAVATION. No payment for overhaul will be allowed for earth moved from any source.

Should the Contractor have any disagreement in the quantity of the Earth Excavation, Embankment, or Furnished Excavation quantities he/she shall submit earthwork calculations showing such disagreement at the pre-construction meeting. Otherwise, the plan quantities for Earth Excavation and Furnished Excavation shall be used as the basis of payment on the project, as long as the project is constructed according to plan grades. Cross Sections after clearing and ground surface preparation will not be provided or allowed. Changes in the lines, grades, or length of the project may result in changes to the quantities.

EMBANKMENT

Embankment shall be placed in accordance with Section 205 of the Standard Specifications except as follows:

- 1) All embankment shall be constructed with not more than 110% of optimum moisture content, determined according to AASHTO T 99 (Method C). The 110% of optimum moisture limit may be waived in free draining granular material when authorized in writing by the Engineer.

The Contractor may, at his option, add a drying agent to lower the moisture content as specified above. The drying agent must be authorized by the Engineer prior to use. Extra compensation will not be allowed for the use of a drying agent but will be considered included in the cost of the various items of excavation.

- 2) All existing earth surfaces to receive embankment placement shall be disked and compacted in accordance with Articles 205.01 through 205.09 of the Standard Specifications. These surfaces shall be reviewed by the Engineer prior to placement of any Embankment. Existing surfaces that have been compacted, but do not meet the satisfaction of the Engineer, shall be test rolled. If the existing surface does not pass the test roll, the material shall be removed and replaced with Embankment or Sub-base Granular Material as determined by the Engineer. Removal of unsuitable existing surface shall be measured for payment as Earth Excavation.
- 3) Embankment shall not be placed on slopes steeper than 1:4 (V:H) slope. Slopes steeper than 1:4 shall be stepped and compacted prior to placing embankment. No additional compensation shall be allowed for stepping.
- 4) If the Contractor fails to obtain the Engineer's satisfaction of the existing surface after diskings and compacting, any Embankment placed on said surface shall be the sole responsibility of the Contractor. Should the Embankment so placed not pass the test roll prior to pavement placement, the Contractor shall repair or replace said Embankment at the Contractor's own expense.
- 5) Cross Sections after clearing and ground surface preparation will not be provided or allowed.

Add the following to the requirements of Article 205.04:

Gravel, crushed stone or soils having less than 35% passing the number 200 sieve and other materials shall be disallowed as part of this project.

The above work will not be paid for separately but shall be included in the contract unit price bid per cubic yard for EARTH EXCAVATION or FURNISHED EXCAVATION.

REMOVAL OF UNCLASSIFIED MATERIAL

Existing hazard markers, delineators, and other unclassified materials shall be removed at the locations shown on the plans or as designated by the Engineer. The material removed, as required in this Special Provision, shall be disposed of outside the right-of-way limits in accordance with these special provisions and Article 202.03 of the Standard Specifications. The Engineer shall be notified before any of these items are removed. The cost of Removal of Unclassified Material shall not be measured and paid separately but shall be included in contract unit price bid per cubic yard for EARTH EXCAVATION.

STANDARDS IN THE PLANS

The Standards with the revision number listed in the Index of Sheets included in the plans shall hold precedence over Standard Numbers listed elsewhere in the plans or Special Provisions for this contract.

EXPLORATORY EXCAVATION

Wherever, in the opinion of the Engineer, it is necessary to explore and excavate to determine the location and elevation of existing utilities, culverts, storm sewer, field tiles, or other underground items, the Contractor shall make exploration and excavation for such purposes.

The cost of exploratory excavation will not be paid for separately but shall be included in the associated construction pay items.

UTILITIES

The plans indicate the general location of the existing known utility lines. The Contractor shall have the responsibility before any construction work has begun of obtaining from all utilities the exact location of any underground facilities in the area of construction, whether indicated on the plans or not. Any facilities disturbed by the Contractor shall be restored by him/her at his/her own expense.

The Contractor shall coordinate with the proper utility the relocation of any facility designated on the plans or deemed necessary to be relocated by the Engineer or Utility Agency in order to complete construction of the project. Special attention is called to Article 107.39. Residents and businesses shall be notified of impending service outages and no residence or business shall be without service overnight.

The Contractor is advised that various underground and surface utilities and structures may or may not be shown on the plans. The locations and dimensions of such facilities that where shown do not purport to be absolutely correct. 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 whatsoever in respect to the sufficiency or accuracy of the information shown in the plans relative to the presence or location of such facilities.

Adjustments may be carried out concurrently with the construction of the project. However, the exact time, and the methods of adjustments are not known. Should the Contractor desire more detailed information, he/she may contact the City Engineer or the Owner of the utility. It is the Contractor's responsibility to notify the Owners of the utilities three weeks in advance of the date he/she intends to start construction operations.

It is hereby understood and agreed that the Contractor has taken the above into consideration upon submitting the bid, and no additional compensation will be allowed for any delays occasioned by the failure of the Owners to move their utilities.

STATUS OF UTILITIES

Name and Address of Utility	Type	Location	Potential Action Required
Ameren Illinois Mr. Jon Tipton (Electric) Mr. Jake Zerrusen (Gas) 1800 Ford Avenue Effingham, IL 62401 (217) 347-3141	Gas	Potential conflict with proposed storm sewer system.	Relocation or Adjustment
	Electric	Potential conflict with utility pole(s) along Evergreen Ave.	Relocation or Adjustment or Temporary Support
IL Consolidated Telephone Mr. Travis Nolte 121 South 17th Street Mattoon, IL 61938 Travis.Nolte@consolidated.com	Telephone & Cable	Potential conflict with proposed project.	Relocation or Adjustment
Mediacom Mr. James Stone 4290 Blue Stem Road Charleston, IL 61920 (217) 348-5533	Cable	Potential conflict with proposed drainage at lateral and outlet locations.	Relocation or Adjustment
City of Effingham Water Dept. Mr. Brent Stortzum 201 East Jefferson Avenue Effingham, IL 62401 (217) 342-2366	Water	Potential conflict along the north side of Evergreen Avenue	Relocation or Adjustment
City of Effingham Sewer Dept. Mr. Justin Hayes 201 East Jefferson Avenue Effingham, IL 62401 (217) 342-2366	Sewer	None anticipated	

The above represents the best information available and is included solely for the convenience of the bidder. The applicable provisions of Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

The Contractor should notify the Engineer, in writing, of any utility adjustment or removal which has not been completed as required for the Contractor's operations. A request, for an extension of time only, will be considered to the extent the Contractor's operations were affected.

Whenever a question arises regarding the existence or location of a buried utility, call the toll free J.U.L.I.E. telephone number, 1-800-892-0123, before starting excavation. Allow 48 hours for other than emergency assistance.

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 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.

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.

SUBGRADE PREPARATION

The Contractor shall be required to complete this work strictly in accordance with Section 301 of the Standard Specifications for Road and Bridge Construction except as modified below:

Subgrade Preparation shall not be measured and paid for separately but shall be included in the unit cost for the applicable pay items including EARTH EXCAVATION, FURNISHED EXCAVATION AGGREGATE BASE COURSE, TYPE B, HOT-MIX ASPHALT PAVEMENTS, PC CONCRETE SIDEWALK, and CONCRETE CURB AND GUTTER.

TEST ROLLING OF SUBGRADE AND BASE COURSE

The test rolling of subgrade and base course shall follow the latest edition of the IDOT Subgrade Stability Manual except as modified by the following:

The Contractor will provide, at his/her own expense, a loaded truck and test roll the compacted subgrade and base course in the presence of the Engineer before any sub-base, base course, curb and gutter, binder, or surface material is placed. The Contractor shall notify the Engineer two (2) business days prior to the test roll. The tandem axle truck shall be loaded to a minimum gross weight of 40,000 pounds. The Contractor shall provide the Engineer a weight ticket verifying this amount prior to operations. The test roll will be in addition to the requirements of Section 301 of the Standard Specifications. The density requirements of Section 301 will still be required.

The truck shall make four to six passes over the entire subgrade, sub-base, or base course area to be tested. Any areas which, in the opinion of the Engineer, show rutting greater than 0.5 inch, cracking or rolling of the compacted subgrade, sub-base, or base course upon test rolling will not be accepted. The Contractor will recompact and/or reconstruct the section that fails and test roll again prior to acceptance. Areas of subgrade repair will be paid for as specified in the Granular Subgrade Repair or Replacement special provision. No additional compensation shall be allowed for any test rolling of repaired areas or the reconstruction or repair of the aggregate sub-base or base course.

Test rolling shall not be measured and paid for separately, but shall be included in the cost of EARTH EXCAVATION.

GRANULAR SUBGRADE REPAIR OR REPLACEMENT

This work shall be completed in accordance with Section 311 of the Standard Specifications except as modified by the following:

This work, as provided for herein, shall consist of providing all materials, equipment and labor for the removal of unsuitable material and the placement of Geotechnical Fabric and/or Granular Blanket in subgrades or embankment foundations. Following topsoil excavation and roadway excavation to the lines and grades shown on the plans and preparing the subgrade in accordance with the Special Provisions and Sections 301 and 302 of the Standard Specifications, the proof roll shall determine any limits of the area requiring repair or replacement. It is hereby understood that the Contractor shall notify the Engineer not less than forty-eight (48) hours (5:00 p.m. Friday to 8:00 a.m. Monday excluded) prior to any undercutting of the sub-base or subgrade.

Placement of Granular Blanket: The Sub-base Granular Material, Type B shall be CA-6 or CA-10 in accordance with Article 1004.04 of the Standard Specifications and placed in accordance with Section 311 of the Standard Specifications and as specified herein. Recycled Asphalt Millings will be allowed to be utilized as Sub-base Granular Material, Type B in the undercut areas only, provided the material meets the gradations indicated above. Gravel is not allowed.

All Subbase Granular Material shall have a minimum IBR of 40.

Method of Measurement and Payment: Any subgrade excavation of existing unstable or unsuitable material to complete this work will be measured in its original position and the volume in cubic yards computed by the method of average end areas. This work will be paid for at the contract unit price per cubic yard for EARTH EXCAVATION and the paid plan quantity will be increased accordingly. The removal of material placed in fill sections as embankment will not be paid for separately.

The Granular Blanket will be measured for payment in tons and will be paid for at the contract unit price per ton for SUB-BASE GRANULAR MATERIAL, TYPE B. Geotechnical Fabric for Ground Stabilization shall be paid at the contract unit price bid per square yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION.

All areas of repair shall be re-test rolled to confirm stability. All costs for re-test rolling shall be included in the contract unit price bid per ton for SUB-BASE GRANULAR MATERIAL, TYPE B.

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Revise Article 402.10 of the Standard Specifications to read:

“402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as indicated by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as indicated by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.”

Add the following to Article 402.12 of the Standard Specifications:

“Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified.”

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

“Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access.”

TOPSOIL FURNISH AND PLACE, 4”

Revise Article 211.07(b) to read: In cut and fill sections, all disturbed areas not improved with pavement, sidewalks or shoulders will require a minimum of 4 inches of topsoil. Topsoil material suitable for growing grass shall be excavated and stockpiled within the right-of-way, permanent drainage and utility easements, temporary construction easements, or other approved location for

Topsoil Placement. Excavating and stockpiling of suitable material will be considered as Earth Excavation and measured and paid for as EARTH EXCAVATION. Any holes or depressions made while excavating topsoil from within the project site shall be filled and graded by the Contractor. No additional compensation shall be allowed for filling holes due to topsoil excavation.

The Contractor shall stockpile the quantity of topsoil sufficient for the project, plus 10% contingency. Any excess topsoil beyond this quantity shall become the property of the Contractor and be removed from the site.

Prior to placing the topsoil material, the top 2" of the surface receiving the topsoil shall be disked sufficiently to reduce the soil compaction to less than 85%. Surfaces that become hardened or crusted after the initial disking shall be re-disked, raked or otherwise broken up to provide a bond with the lift of topsoil to be applied as specified in the Standard Specifications.

All costs associated with placing Topsoil in the areas designated on the plans will be measured and paid for at the contract unit price bid per square yard for TOPSOIL FURNISH AND PLACE, 4".

PORTLAND CEMENT CONCRETE SIDEWALK

Section 424 of the Standard Specifications shall govern all construction of Portland Cement Concrete Sidewalk. All sidewalks shall be 4-inches thick except at all field or private entrances where sidewalk shall be thickened to 8-inches. Expansion joints shall be maximum 100-foot intervals and made with three-quarter-inch thick bituminous pre-molded joint filler and other material will not be allowed. This work will be measured and paid for at the contract unit price per square foot bid for PORTLAND CEMENT CONCRETE SIDEWALK of the thickness noted.

HOT-MIX ASPHALT BINDER AND SURFACE COURSE

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

PG 64-22 with Asphalt Fiber Additive shall be allowed for the surface course and binder course. All other requirements shall be adhered to as shown in the HMA Mixture Requirement Table in the plans.

The contractor will coordinate operations to the approval of the City Engineer. The contractor shall cooperate with the representative of the City of Effingham in performing all necessary testing to confirm the structural integrity and the smoothness of the asphalt.

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

Asphalt Fiber Additive

This work shall include adding synthetic fibers to the Hot-Mix Asphalt in conformance with Section 1030 of the Standard Specifications for Road and Bridge Construction and shall apply if the Contractor elects to utilize the PG 64-22 with Asphalt Fiber Additive option.

1.2 Submittals

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

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

B. Submit copies of a certificate prepared by asphalt material supplier, under the contract provisions, stating that the specified fibers were added to each batch of asphalt delivered to the project site. Each certificate should be accompanied by one copy of each batch delivery ticket indicating product name, manufacturer and quantity of fiber-reinforcement added to each asphalt load.

Part 2 Products

2.1 Materials

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

2.2 Batching and Mixing

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

2.3 Pug Mill Mixers and Mixing Operations

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

2.4 Drum Type Mixers and Mixing Operations

- A. Ensure adequate start, stop, and rate change information is easily communicated between drum control operations and fiber addition activities.

- B. Add fiber at a point in the mixing process after fines collection and before the addition of liquid asphalt.
- C. Mixing should proceed for the standard length of time as specified in the mixture design specifications.
- D. The proper quantity of bitumen (asphalt cement, liquid) is added to the drum and wet mixing proceeds for the standard length of time as specified in the mixture design specifications.
- E. The asphalt batch is accumulated and discharged normally.

This work will be measured and paid for at the contract unit price per ton bid for HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70 and HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70 and no additional compensation will be allowed.

TEMPORARY RAMPS

The Contractor shall furnish, install, maintain, and dispose of temporary ramps at all paving limits and sideroads immediately after pavement removal operations. These shall consist of hot-mix asphalt placement on a temporary anti-bonding surface or rubberized temporary ramps placed in accordance with the Manufacturer's requirements. This work shall be completed in accordance with Section 406 of the Standard Specifications, except for provisions associated with measurement for payment.

The Contractor shall also place, maintain, dispose of, and clean up temporary millings or aggregate at each driveway entrance to provide for a temporary transition at existing entrance for vehicular access.

All work described above shall not be measured or paid for separately but shall be included in the contract unit price bid for respective HMA binder and surface course pay items.

COMBINATION CONCRETE CURB AND GUTTER

This work shall be performed in accordance with Section 606 of the Standard Specifications for Road and Bridge Construction, the plan details, and as noted herein. Proposed curb and gutter work shall be in accordance with the latest version of Standard 606001, including dowel bar placement.

The subgrade and proposed aggregate base course where shown on the plans under and behind the proposed curb shall be required to pass a test roll prior to new curb being placed.

Maximum spacing of saw joints shall be 15 feet. Expansion joints with dowel bars in curb and gutter shall be placed at all RPC's and all construction joints. The minimum joint depth of the gutter shall be 2 inches and, on the curb, shall be 1 inch. Two No. 4 reinforcing bars shall be placed across all water or sewer trench crossings. These bars shall be a minimum of 10 feet long and shall be long enough to obtain at least 2 feet of embedment on either side of trench.

All equipment and labor required to perform the necessary jointing operation shall be available to begin sawing no later than four hours after the paving operation begins. Said operation shall start four hours after paving begins unless excessive raveling occurs, or unless otherwise approved by the Engineer. The Contractor shall replace sawing blades as needed and coordinate timing of

sawing, so raveling does not occur. The Contractor shall provide the necessary equipment and labor needed to carry on the sawing at the same rate per longitudinal foot as the paving operation.

All joints in the curb and gutter shall be cleaned and sealed with stiff (NP) 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.

The proposed Concrete Curb and Gutter Outlets (Special) are to be constructed per the detail shown on the Miscellaneous Details sheet and with the 2.75" of Aggregate Base Course, Type B underneath the curb and gutter as shown on the proposed Typical Sections.

The above work as described herein and all associated costs shall be included in the contract unit price bid per foot for COMBINATION CONCRETE CURB AND GUTTER, of the Type specified in the plans.

EXPANSION JOINTS

Expansion Joints shall be placed at maximum 100-foot intervals and between pours in sidewalks in accordance with Section 424 of the Standard Specifications. This work shall be included in the contract unit price per square foot of PORTLAND CEMENT CONCRETE SIDEWALK, of the depth specified.

Expansion Joints will also be required at R.P.C.'s, P.C.'s and P.T.'s in curb and gutter. Expansion joints in curb and gutter shall be made with 1-inch thick bituminous pre-molded joint filler, gray in color to match the existing concrete and 1- inch diameter epoxy coated dowel bars with caps. The cost of the expansion joints and dowel bars for curb and gutter shall be included in the contract unit price bid per foot of COMBINATION CONCRETE CURB AND GUTTER of the type specified.

EXISTING DRAINAGE MATERIALS TO BE SALVAGED

All removed castings, manholes or inlets and existing frames, grates, and lids not reused for manhole or inlet adjustment that are of salvageable value, as determined solely by the City of Effingham, shall not be disposed of by the Contractor, but shall remain the property of the City. These items shall be carefully removed by the Contractor and shall be stored at a secure location on site as designated by the City of Effingham for removal and salvage by the City of Effingham. The cost of such removal and storage shall be included in the cost of the appropriate contract removal or adjustment pay item. All existing material not of salvageable value shall be disposed of offsite by the Contractor at the Contractor's expense.

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.

PIPE CULVERT REMOVAL

This work shall consist of removing and disposing of Pipe Culverts in accordance with Section 501 of the Standard Specifications, except as modified herein. Pipe Culvert Removal shall consist of the complete removal and disposal, to the satisfaction of the Engineer, of all pipe culverts regardless of

size or material, conflicting with the construction or otherwise indicated on the plans for removal.

Any holes or depressions left after removing a culvert pipe that will be under or within two feet of proposed improvements as defined in Article 208.01 of the Standard Specifications, shall be filled with trench backfill as shown on the plans. This work will not be paid for separately, but included in the contract unit price bid per foot for PIPE CULVERT REMOVAL for all sizes of pipe culverts specified in the plans. The remaining ground surface shall be graded, compacted, and leveled to the satisfaction of the Engineer.

All labor, equipment and materials necessary for Pipe Culvert Removal and associated trench backfill shall be included in the contract unit price bid per foot for PIPE CULVERT REMOVAL for all sizes of pipe culverts specified in the plans and no additional compensation will be allowed.

STORM SEWERS AND PIPE CULVERTS

All Storm Sewers and Pipe Culverts shall be provided in accordance with Sections 542 and 550 of the IDOT Standard Specifications and as noted herein. Storm sewers and Pipe Culverts shall be Class A reinforced concrete pipe.

INLET AND PIPE PROTECTION

Inlet and Pipe Protection shall be placed at all pipes and inlets to prevent silt from leaving the project limits. Inlet Filters shall be placed in each completed curb inlet or manhole inlet and shall be of a non-woven geotextile catch bag type that fits inside the casting, held in place by the casting grate and be of high permeability, ≥ 100 gal/min/ft². The Inlet Filters shall be maintained to the satisfaction of the City and Engineer.

Inlet and Pipe Protection shall be installed before commencing construction. Upon completion of the project, all materials used for Inlet and Pipe Protection shall be removed by the Contractor and become the property of the Contractor. The Contractor shall also be responsible for cleaning, maintaining, and replacing the Inlet and Pipe Protection items during this project as needed or as requested by the Engineer and prior to acceptance of the project. Additional payment will not be made for maintenance or necessary replacement of Inlet and Pipe Protection items that may be required during this project.

This work shall be measured and paid for at the contract unit price bid per each for INLET AND PIPE PROTECTION.

WATER VALVES TO BE ADJUSTED

This work shall be in accordance with applicable portions of Section 561 of the Standard Specifications for Road and Bridge Construction.

This work shall include the adjustment of the existing auxiliary or water valves to the finish grade of the project improvements at locations shown in the plans. This work will be measured and paid for at the contract unit price per each for WATER VALVES TO BE ADJUSTED and no additional compensation shall be allowed.

REMOVE AND RELOCATE END SECTIONS

This work shall consist of the removal and relocation of an existing 48" concrete flared end section on the north side of Evergreen Avenue at Sta 230+91, 16.0' LT. The existing end section shall be removed and relocated to the end of the proposed 48" pipe extension at Sta 230+91. For additional information see the location indicated in the plans.

This work will be paid for at the contract unit price per each for REMOVE AND RELOCATE END SECTIONS.

REMOVE EXISTING FLARED END SECTION

This work consists of the removal of an existing 18" precast reinforced concrete flared end section at approximately Sta 242+15, 30.3' LT and at the location indicated in the plans. This work item shall be performed in accordance with the applicable sections of the Standard Specifications, and as indicated by the Engineer. This work shall be paid for at the contract unit price bid per each for REMOVE EXISTING FLARED END SECTION.

STORM SEWERS, WATER MAIN QUALITY PIPE

This work shall consist of constructing a storm sewer to meet watermain standards, as required by the IEPA requirements and at locations shown in the plans. 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 (35 Ill. Adm. Cod 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 watermains. Separation criteria for storm sewers placed adjacent to water lines are as follows:

1. Water lines shall be located at least 10 feet horizontally from any existing or proposed drain, storm sewer or sewer service connection.
2. Water lines may be located closer than 10 feet to a sewer line when:
 - a. local conditions prevent a lateral separation of 10 feet and
 - b. the water line invert is 18 inches above the crown of the sewer and
 - c. the water line 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 line shall be separated from a sewer so that its invert is a minimum of 18 inches above the crown of the drain or sewer whenever water lines cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water line located 10 feet 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 PVC pipe equivalent to watermain standards of construction.

Storm sewers constructed to meet watermain standards shall be constructed of the following pipe materials:

Plastic Pipe:

Plastic pipe shall be marked with the manufacturer's name (or trademark); ASTM or AWWA 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 D 1785. Schedule 80 is 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. SDR 21 or less is required for all pipe sizes. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
3. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C900. SDR 21 or less is required for all pipe sizes. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
4. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C905. DR 21 or less is required for all pipe sizes. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.

Joining of plastic pipe shall be by push-on joint in accordance with the pipe manufacturer's instructions and industry standards.

Elastomeric seals (gaskets) used for push-on joints shall comply with ASTM Standard F477.

Payment for all labor, equipment and materials required by this special provision will be made at the contract unit price per foot for STORM SEWERS, WATER MAIN QUALITY PIPE, of the type and diameter specified.

CONSTRUCTION LAYOUT STAKES

Effective: May 1, 1993

Revised: January 1, 2022

Description. The Contractor shall furnish and place construction layout stakes and perform layout work necessary to construct the work to the lines and grades shown on the plans. The Department will provide adequate reference points to the centerline of survey or other control points as applicable and bench marks as shown in the plans and listed herein. Any additional control points set by the Department will be identified in the field to the Contractor and all field notes will be kept in the office of the Resident Engineer.

The Contractor shall provide field forces, equipment, and material to perform the entire layout for the work, set additional stakes, which are needed to establish offset stakes, reference points, and

any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals to ensure conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset when any are damaged, lost, displaced, removed, or otherwise obliterated.

Responsibility of the Department.

- (a) The Department will locate and reference the control points established for the layout of the work. This may include the centerline of roads and streets, except interchange ramps. The centerline of private entrances and short street intersection returns may not be located or referenced by the Department.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.

- (b) For construction of roadways on new alignments, reconstruction of roadways, and construction or reconstruction of structures, bench marks will be established along the project outside of construction lines not exceeding 1000 ft (300 m) intervals horizontally and 20 ft (6 m) vertically.
- (c) Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- (d) The Department will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- (e) The Department will set stakes for utility adjustments.
- (f) The Department will make measurements and take cross sections from which the various pay items will be measured.
- (g) Where the Contractor, in setting construction stakes, discovers discrepancies, the Department will check to determine their nature and make whatever revisions are necessary in the plans, including the recross sectioning of the area involved. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for according to Article 109.04 of the Standard Specifications.
- (h) The Department will accept responsibility for the accuracy of the initial control points as provided herein.
- (i) It is not the responsibility of the Department, except as provided herein, to check the correctness of the Contractor's stakes; any errors apparent will be immediately called to the

Contractor's attention and he/she shall make the necessary correction before the stakes are used for construction purposes.

Responsibility of the Contractor.

- (a) The Contractor shall establish from the given survey points and bench marks the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work or other locations. It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.
- (b) At the completion of the grading operations, the Contractor shall set stakes at 100 ft (25 m) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Department.
- (c) The Contractor shall locate the existing right-of-way points for the installation of right-of-way markers.
- (d) Work shall be according to normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Department at the completion of the project. Notes shall be neat, orderly, and in accepted form.
- (e) The Contractor shall use diligent care and appropriate accuracy for placement of construction stakes in order to construct to the lines and grades shown in the plans. Points shall be positioned to allow reuse throughout the construction process.
- (f) Prior to beginning any bridge construction, structure centerlines and pier lines shall be established by the Contractor and checked by the Engineer. The Contractor shall provide a detailed structure layout drawing showing span dimensions, staking lines, and offset distances.

Measurement and Payment. This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

WORK ZONE TRAFFIC CONTROL SURVEILLANCE

Effective: January 1, 1999

Revised: January 1, 2018

Revise Article 701.10 of the Standard Specifications to read:

"The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement."

Delete Article 701.20(g) of the Standard Specifications.

SIGN PANELS AND APPURTENANCES (BDE)

Effective: January 1, 2025
Revised: April 1, 2025

Add Article 720.02(c) of the Standard Specifications to read:

“(c) Aluminum Epoxy Mastic 1008.03”

Revise the second and third paragraphs of Article 720.02 of the Standard Specifications to read:

“The sign mounting support channel shall be manufactured from steel or aluminum and shall be according to Standard 720001.

Steel support channels shall be according to ASTM A 1011 (A 1011M), ASTM A 635 (A 635M), ASTM A 568 (A 568M), or ASTM A 684 (A 684M), and shall be galvanized. Galvanizing shall be according to ASTM A 653 (A 653M) when galvanized before fabrication, and AASHTO M 111 (M 111M) when galvanized after fabrication. Field or post fabricated drilled holes shall be spot painted with one coat of aluminum epoxy mastic paint prior to installation.”

Revise the fifth paragraph of Article 720.02 of the Standard Specifications to read:

“The stainless steel banding for mounting signs or sign support channels to light or signal standards shall be according to ASTM A 240 (A 240M) Type 302 stainless steel.”

SEQUENCE OF CONSTRUCTION OPERATIONS AND MAINTENANCE OF TRAFFIC

At the Pre-Construction Meeting, the Contractor shall submit to the City and Engineer a Progress Schedule, Sequence of Construction Operations, and Maintenance of Traffic Plan for review and approval. Progress Schedule, Sequence of Construction Operations, and Maintenance of Traffic Plan shall be approved by the City prior to the commencement of any construction activities. No deviation from the plan will be permitted except by written permission from the City and Engineer.

Construction work and lane closures shall be timed to minimize impacts to the residents and property owners, traveling public, emergency services, and access for school buses, contractors, postal services, deliveries, and garbage disposal services, and other necessary services. Driveway and Side Road aprons shown in the plans for replacement, shall be constructed half at a time where necessary to maintain access. The road shall be constructed in order to provide local access as described above. The road shall be “closed to through traffic” during the duration of the project. Sections of the road can be closed to all traffic as long as directional access is maintained to side roads and entrances. This might be accomplished by maintaining one (1) way of travel direction via one (1) lane, closing certain sections of full width roadway, constructing half of roadway at a time, or other viable options proposed by the Contractor with the Sequence of Operations and Maintenance of Traffic Plan.

If the Contractor’s schedule includes a winter shutdown period, prior to shutdown the Contractor shall open both lanes of Evergreen Avenue to bi-directional traffic providing a minimum 11’ lane width. The pavement surface shall be existing oil and chip, newly constructed hot-mix asphalt

pavement, or temporary hot-mix asphalt pavement. In areas of newly constructed hot-mix asphalt pavement all construction prior to winter shutdown shall be to the final surface course elevation and 12' width as shown in the plans. Partially constructed lifts of the hot-mix asphalt pavement shall not be allowed through the winter shutdown period.

Any installation, maintenance, and removal of temporary widening, temporary excavation or embankment, temporary aggregate, temporary pavement, temporary patching, temporary surface treatments, high – early strength concrete, temporary signage, temporary and short term pavement markings, and associated removals necessary to accomplish access and maintenance of traffic described above and based upon the Contractor's Ways, Means, and Methods shall not be measured and paid for separately but shall be included in the cost TRAFFIC CONTROL AND PROTECTION (SPECIAL) pay item.

The Contractor shall notify the Engineer, the City of Effingham Public Works Department, Local Residents and Property Owners having access along the roadway corridor, the Fire and Police Departments, the local School District, the local Emergency Services for Effingham, and coordinate with the garbage and postal service for any impending street closing, planned lane closure, change in travel patterns or access, and associated sequencing timeline within a construction zone a minimum of 72 hours (excluding Saturdays, Sundays and holidays) prior to beginning work and shall notify the same entities above when the roadway is substantially complete and full access is available within a construction work zone. The Contractor shall notify in writing all affected residents and property owners 48 hours prior to working within their driveway or sideroad apron. The Contractor shall notify the above entities of the progress of the work on a weekly basis and when significant items of work are to be performed or whenever changes in traffic control will precipitate changes in traffic patterns on their respective roadway.

All work, materials, and equipment as described above shall not be measured for payment, however shall be included in the Lump Sum cost for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

This work shall consist of providing traffic control and protection, sequence of construction operations and maintenance of traffic, and construction related signing on the existing Evergreen Avenue in accordance with the applicable portions of Articles 107.09, 107.14, 107.15, 107.29, and Section 701 of the Standard Specifications.

It is the intent of the contract to complete all proposed improvements along Evergreen Avenue under Road Closed To Through Traffic conditions. Access to driveways, private entrances, and sideroads within the project limits shall be maintained at all times. Any work that is not completed under road closed conditions shall be performed using the appropriate traffic control Highway Standard for each particular type of work. It is the intention of the City to allow all local residents, customers, and businesses access to respective properties along the corridor during construction, which may require staging during specific aspects of construction.

Traffic Control and Protection (Special) shall include providing all materials, signs, barricades, flaggers, labor and other control necessary to perform the work including all signing for Standards 701001, 701006, 701011, 701501, 701901, and BLR 22. Traffic Control and Protection Standards shall not be paid for separately but shall be included in the contract lump sum price bid for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Fire hydrants on or adjacent to the work site shall be kept accessible to fire-fighting equipment at all times.

Any unattended obstacle, excavation, manhole, valve, pavement drop-off, or other appurtenance in the work zone shall be protected with drums or barricades and as otherwise necessary.

The Contractor shall place additional traffic control whenever conditions warrant or whenever requested to do so by the Engineer.

All traffic control and protection, sequence of construction operations and maintenance of traffic, surveillance, signs, barricades, equipment and labor to install, maintain, relocate and remove same shall not be paid for separately but shall be included in the contract lump sum price bid for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Route	Marked Route	Section Number
Evergreen Avenue (FAU 8351)	Evergreen Avenue	
Project Number	County	Contract Number
	Effingham	

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Permittee Signature & Date

--

SWPPP Notes

Preparing BDE 2342 (Storm Water Pollution Prevention Plan)

Guidance on preparing each section of BDE 2342 (Storm Water Pollution Prevention Plan) is found in Chapter 41 of the IDOT Bureau of Design and Environment (BDE) Manual, please consult this chapter during SWPPP preparation. Please note that the Illinois Environmental Protection Agency (IEPA) has 30 days to review the Notice of Intent (NOI) prior to project approval and any deficiencies can result in construction delays.

The Notice of Intent contains the following documents:

- BDE 2342 (Storm Water Pollution Prevention Plan)
- BDE 2342 A (Contractor Certification Statement)
- Erosion and Sediment Control Plan (See Section 63-4.09 of the BDE Manual)

Non-applicable information

If any section of the SWPPP is not applicable put "N/A" in box rather than leaving blank.

National Pollutant Discharge Elimination System (NPDES) Compliance

Description of Work: This work shall consist of those efforts necessary for compliance with the requirements of the Clean Water Act, Section 402 (NPDES), and the Illinois Environment Protection Act. This provision also provides the background information needed to comply with ILR10 and ILR40 permits for this project.

NPDES COMPLIANCE REQUIREMENTS

Part I: Site Description

1. Describe the project location; include latitude and longitude, section, town, and range.

Evergreen Avenue (FAU 8351); 39° 8' 02"N, 88° 31' 24"W; S16 T8N R6E; S21 T8N R6E

2. Describe the nature of the construction activity or demolition work.

The work will include the reconstruction of Evergreen Avenue beginning approximately 90' east of Evergreen Avenue's intersection with Oceola Street and continuing along Evergreen Avenue approximately 1,875' to the east. The existing pavement will be removed, and the roadway reconstructed with hot-mix asphalt and aggregate base course throughout the project area. Improvements also include new curb & gutter, PCC driveway, PCC shared-use trail, PCC sidewalk, ADA ramps, storm sewers, inlets, manholes, and all necessary incidental work.

3. Describe the intended sequence of major activities which disturb soils for major portions of the site (e.g. clearing, grubbing, excavation, grading, on-site or off-site stockpiling of soils, on-site or off-site storage of materials).

Stage 1 Tree removal; Excavation of Ditches and Slopes (1:4 & 1:3); Instillation of storm sewer and inlets. Stage 2 The existing pavement will be removed, and the roadway reconstructed.

4. The total area of the construction site is estimated to be 5.1 acres.

5. The total area of the site estimated to be disturbed by excavation, grading or other activities is 3.0 acres.

6. Determine an estimate of the runoff coefficient of the site after construction activities are completed.

Weighted average runoff coefficient after construction = .55

7. Provide the existing information describing the potential erosivity of the soil at discharge locations at the project site.

The general ground surface has elevations ranging from 553 feet and 585 feet. Cut sections vary between 0 and 7 feet and fill heights vary between 0 and 9 feet. Potentially erosive areas include slopes in areas of culvert outlets throughout the project area.

8. Erosion and Sediment Control Plan (Graphic Plan) is included in the contract. ☒ Yes ☐ No

9. List all soils found within project boundaries; include map until name, slope information, and erosivity.

Hickory silt loam, 10 to 18 percent slopes, .32

Hickory silt loam, 18 to 35 percent slopes, .32

Parke silt loam, 2 to 5 percent slopes, .43

Wirt Loam, 0.60

10. List of all MS4 permittees in the area of this project

Note: For sites discharging to an MS4, a separate map identifying the location of the construction site and the location where the MS4 discharges to surface water must be included.

Part II: Waters of the US

1. List the nearest named receiving water(s) and ultimate receiving waters.

Salt Creek Tributary

2. Are wetlands present in the project area? ☒ Yes ☐ No

If yes, describe the areal extent of the wetland acreage at the site.

The wetland is contained to the north side of Evergreen Avenue beginning at approximately Sta 230+80 to Sta 235+50. An area of 0.18 acres.

3. Natural buffers:

For any storm water discharges from construction activities within 50 feet of a Waters of the United States, except for activities for water-dependent structures authorized by a Section 404 permit, the following shall apply:

(i) A 50-foot undisturbed natural buffer between the construction activity and the Waters of the United States has been provided

☐ Yes ☒ No; and/or

(ii) Additional erosion and sediment controls within that area has been provided

☒ Yes ☐ No; and Describe: _____

Part III. Water Quality

1. Water Quality Standards

As determined by the Illinois Pollution Control Board, Illinois waters have defined numeric limits of pollutants under the umbrella term "Water Quality Standards." In the following table are commonly used chemicals/practices used on a construction site. These chemicals if spilled into a waterway, could potentially contribute to a violation of a Water Quality Standard. If other chemicals that could contribute a violation of a Water Quality Standard, add as needed.

☒ Fertilizer (check as appropriate)

☒ Nitrogen

☒ Phosphorus, and/or

☒ Potassium

☐ Herbicide

☒ Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)

☒ Waste water for concrete washout station

☐ Coal tar Pitch Emulsion

☐ Other (Specify) _____

☐ Other (Specify) _____

Table 1: Common chemicals/potential pollutants used during construction

If no boxes are checked in Table 1 above, check the following box:

☐ There are no chemicals on site that will exceed a Water Quality Standards if spilled.

If any boxes are checked in Table 1 above, check the following box:

There are chemicals on site that if spilled could potentially cause an exceedance of a Water Quality Standard. The Department shall implement Pollution Prevention/Good Housekeeping Practices as described in the Department's ILR40 Discharge for Small

☒ Municipal Separate Storm Sewer Systems (MS4) reiterated below and Part VIII. Unexpected Regulated Substances/Chemical Spill Procedures:

Pollution Prevention:

The Department will design, and the contractor shall, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants from construction activities. At a minimum, such measures must be designed, installed, implemented and maintained to:

- (a) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
- (b) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing material storage facilities and temporary stockpiles, detergents, sanitary waste, and other materials present on the site exposed to precipitation and to storm water.
- (c) Minimize the discharge of pollutants from spills, leaks and vehicle and equipment maintenance and repair activities and implement chemical spill and leak prevention and response procedures;
- (d) Minimize the exposure of fuel, oil, hydraulic fluids, other petroleum products, and other chemicals by storing in covered areas or containment areas. Any chemical container with a storage of 55 gallons or more must be stored a minimum of 50 feet from receiving waters, constructed or natural site drainage features, and storm drain inlets. If infeasible due to site constraints, store containers as far away as the site permits and document in your SWPPP the specific reasons why the 50-foot setback is infeasible and how the containers will be stored.
- (e) The contractor is to provide regular inspection of their construction activities and Best Management Practices (BMPs). Based on inspection findings, the contractor shall determine if repair, replacement, or maintenance measures are necessary in order to ensure the structural integrity, proper function, and treatment effectiveness of structural storm water BMPs. Necessary maintenance shall be completed as soon as conditions allow to prevent or reduce the discharge of pollutants to storm water or as ordered by the Engineer. The Engineer shall conduct inspections required in Section XI Inspections, and report to the contractor deficiencies noted. These Department conducted inspections do not relieve the contractor from their responsibility to inspect their operations and perform timely maintenance; and
- (f) In addition, all IDOT projects are screened for Regulated Substances as described in Section 27-3 of the BDE Manual and implemented via Section 669: Removal and Disposal of Regulated substances in the Standard Specifications for Road and Bridge Construction.

Approved alterations to the Department's provided SWPPP, including those necessary to protect Contractor Borrow, Use and Waste areas, shall be designed, installed, implemented and maintained by the Contractor in accordance with IDOT Standard Specifications Section 280.

2. 303(d) Impaired Waterways

Does the project area have any 303(d) impaired waterways with the following impairments?

- suspended solids
- turbidity, and or
- siltation

☐ Yes ☒ No

If yes, list the name(s) of the listed water body and the impairment(s)

303(d) waterbody	Impairments(s)

In addition, It is paramount that the project does not increase the level of the impairment(s) described above. Discuss which BMPs will be implemented to reduce the risk of impairment increase

3. Total Maximum Daily Load (TMDL)

Does the project include any receiving waters with a TMDL for sediment, total suspended solids, turbidity or siltation? ☐ Yes ☒ No

If yes, List TMDL waterbodies below and describe associated TMDL

TMDL waterbody	TMDL
----------------	------

TMDL waterbody	TMDL

Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL

If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation

Part IV. Temporary Erosion and Sediment Controls

Stabilization efforts must be initiated within 1 working day of cessation of construction activity and completed within 14 days. Areas must be stabilized if they will not be disturbed for at least 14 calendar days. Exceptions to this time frame include:

- (i) Where the initiation of stabilization measures is precluded by snow cover, stabilization measures must be initiated as soon as practicable,
- (ii) On areas where construction activities have temporarily ceased and will resume after 14 days, a temporary stabilization method can be used (temporary stabilization techniques must be described), and
- (iii) Stabilization is not required for exit points at linear utility construction site that are used only episodically and for very short durations over the life of the project, provided other exit point controls are implemented to minimize sediment track-out.

Additionally, a record must be kept with the SWPPP throughout construction of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated.

At a minimum, controls must be coordinated, installed and maintained to:

1. Minimize the amount of soil exposed during construction activity.
2. Minimize the disturbance of steep slopes.
3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible.
4. Minimize soil compaction and, unless infeasible, preserve topsoil.

Note: For practices below, consult relevant design criteria in Chapter 41 of the BDE Manual and maintenance criteria in Erosion and Sediment Control Field Guide for Construction.

1. Erosion Control:

The following are erosion control practices which may be used on a project (place a check by each practice that will be utilized on the project, add additional practices as needed):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Mulch | <input type="checkbox"/> Preservation of existing vegetation |
| <input checked="" type="checkbox"/> Erosion Control Blanket | <input type="checkbox"/> Temporary Turf Cover Mixture (Class 7) |
| <input type="checkbox"/> Turf Reinforcement Mat | <input checked="" type="checkbox"/> Permanent seeding (Class 1-6) |
| <input type="checkbox"/> Sodding | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Geotextile fabric | <input type="checkbox"/> Other (Specify) _____ |
| | <input type="checkbox"/> Other (Specify) _____ |

2. Sediment Control:

The following sediment control devices will be implemented on this project:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ditch Checks | <input checked="" type="checkbox"/> Perimeter Erosion Barrier |
| <input checked="" type="checkbox"/> Inlet and Pipe protection | <input type="checkbox"/> Rolled Excelsior |
| <input type="checkbox"/> Hay or Straw bales | <input type="checkbox"/> Silt Filter Fence |

- ☐ Above grade inlet filters (fitted)
- ☐ Above grade inlet filters (non-fitted)
- ☒ Inlet filters

- ☐ Urethane foam/geotextiles
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____

3. Structural Practices:

Provide below is a description of structural practices that will be implemented:

- | | |
|---|--|
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Stabilized Construction Exits |
| <input type="checkbox"/> Articulated Block Revetment Mat | <input type="checkbox"/> Stabilized Trench Flow |
| <input type="checkbox"/> Barrier (Permanent) | <input type="checkbox"/> Sediment Basin |
| <input type="checkbox"/> Concrete Revetment Mats | <input type="checkbox"/> Retaining Walls |
| <input type="checkbox"/> Dewatering Filtering | <input checked="" type="checkbox"/> Riprap |
| <input type="checkbox"/> Gabions | <input type="checkbox"/> Storm Drain Inlet Protection |
| <input checked="" type="checkbox"/> In-Stream or Wetland Work | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Level Spreaders | <input type="checkbox"/> Sediment Trap |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Precast Block Revetment Mat | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Rock Outlet Protection | <input type="checkbox"/> Other (Specify) _____ |

4. Polymer Flocculants

Design guidance for polymer flocculants is available in Chapter 41 of the BDE Manual. In addition, Polymer Flocculants may only be used by district Special Provision.

If polymer flocculants are used for this project, the following must be adhered to and described below:

- Identify the use of all polymer flocculants at the site.
- Dosage of treatment chemicals shall be identified along with any information from any Material Safety Data Sheet.
- Describe the location of all storage areas for chemicals.
- Include any information from the manufacturer's specifications.
- Treatment chemicals must be stored in areas where they will not be exposed to precipitation.
- The SWPPP must describe procedures for use of treatment chemicals and staff responsible for use/application of treatment chemicals must be trained on the established procedures.

Part V. Other Conditions

1. Dewatering

Will dewatering be required for this project? ☐ Yes ☒ No

If yes, the following applies:

- Dewatering discharges shall be routed through a sediment control (e.g., sediment trap or basin, pumped water filter bag) designed to minimize discharges with visual turbidity;
- The discharge shall not include visible floating solids or foam;
- The discharge must not cause the formation of a visible sheen on the water surface, or visible oily deposits on the bottom or shoreline of the receiving water. An oil-water separator or suitable filtration device shall be used to treat oil, grease, or other similar products if dewatering water is found to or expected to contain these materials;
- To the extent feasible, use well-vegetated (e.g., grassy or wooded), upland areas of the site to infiltrate dewatering water before discharge;
- You are prohibited from using receiving waters as part of the treatment area;
- To minimize dewatering-related erosion and related sediment discharges, use stable, erosion-resistant surfaces (e.g., well-vegetated grassy areas, clean filler stone, geotextile underlayment) to discharge from dewatering controls. Do not place dewatering controls, such as pumped water filter bags, on steep slopes (15% or greater in grade);
- Backwash water (water used to backwash/clean any filters used as part of storm water treatment) must be properly treated or hauled off-site for disposal;
- Dewatering treatment devices shall be properly maintained; and
- See Part XI (Inspections) for inspection requirement.

Part VI. Permanent (i.e., Post-Construction) Storm Water Management Controls

Provided below is a description of measures that may be installed during the construction process to control volume and therefore the amount pollutants in storm water runoff that can occur after construction operations have been completed.

Practices may include but are not limited to the following:

- Aggregate ditch checks;
- bioswales,
- detention pond(s),
- infiltration trench;
- retention pond(s),
- open vegetated swales and natural depressions,
- treatment train (sequential system which combine several practices).
- Velocity dissipation devices (See Structural Practices above)

Describe these practices below

Permanent seeding shall be applied on those disturbed portions of the site where construction activities have permanently ceased no more than one (1) day after the construction activity in that portion of the site has permanently ceased.

Riprap shall be installed at those disturbed portions of the site where construction activities have permanently ceased no more than one (1) day after the construction activity in that portion of the site has permanently ceased.

Part VII. Additional Practices Incorporated From Local Ordinance(s)

In some instances, an additional practice from a local ordinance may be included in the project. If so, describe below (Note: the Department is not subject to local ordinances)

--

Part VIII. Unexpected Regulated Substances/Chemical Spill Procedures

When Unexpected Regulated Substances or chemical spills occur, Article 107.19 of the Standard Specifications for Road and Bridge Construction shall apply. In addition, it is the contractor's responsibility to notify the Engineer in the event of a chemical spill into a ditch or waterway, the Engineer will then notify appropriate IEPA and IEMA personnel for the appropriate cleanup procedures.

Part IX. Contractor Required Submittals

Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342A.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
- Rainy season, dry season, and winter shutdown dates
- Temporary stabilization measures to be employed by contract phases
- Mobilization time-frame
- Mass clearing and grubbing/roadside clearing dates
- Deployment of Erosion Control Practices
- Deployment of Sediment Control Practices (including stabilized construction entrances and exits to be used and how they will be maintained)
- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operation
- Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc.
- Permanent stabilization activities for each area of the project

2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
- Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use- Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project. Specifically, any chemical stored in a 55 gallon drum provided by the contractor.
- Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal - Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill.
- Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure

containment and spill prevention.

- Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.

Additional measures indicated in the plan

Part X. Maintenance

It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications. However, when requested by the Contractor, the Resident Engineer will provide general maintenance guides (e.g., IDOT Erosion and Sediment Control Field Guide) to the Contractor for the practices associated with this project. Any damage or undermining shall be repaired immediately.

For Inlet Protection: Where there is evidence of sediment accumulation adjacent to the inlet protection measure, the deposited sediment must be removed by the following business day.

Below, describe procedures to maintain in good and effective operating conditions

Temporary Erosion Control Seeding - Inspection - Ensure germinating seed; Check for Erosion Rills; **Maintenance -** Reapply seed; restore rills greater than 4" deep; mow if necessary; Supplement BMP if weather conditions (extreme heat or cold) are not conducive for germination.

Mulch - Inspection - Ensure continued and uniform coverage, no exposed soil; Check for erosion rills beneath "tackified" mulch; Excessive coverage when used with seed; **Maintenance -** Repair straw if blown or washed away, or if hydraulic mulch washes away.; Place tackifier or an ECB if mulch does not control erosion.

Perimeter Erosion Barrier (PEB) - Inspection - Do not use PEBs in areas of concentrated flows; Maintain PEB silt fence used as "No Intrusion" practice in accordance with inspection tips.; If erosion is present under this PEB, look for correct trenching depth, backfilling and compaction. Pay special attention to transitional areas such as at culverts where PEB gaps could allow sediment to discharge. **Maintenance -** Repair tears, gaps or undermining. Restore leaning PEB and ensure taut.; Repair or replace any missing or broken stakes; Clean PEB if sediment reaches one-third height of barrier; Repair PEB if undermining occurs anywhere along its entire length.

Storm Drain Inlet Protection - Inspection - Check for water standing in filter more than one hour following a rain event; Check for sediment or trash in the filter; Check for tears or damage to the filter; **Maintenance -** Remove sediment from inlet filter basket when basket is 25% full or 50% of the fabric pores are covered with silt; Remove ponded water on road surfaces; Remove trash accumulated around or on top of practice; When filter is removed for cleaning, replace filter if any tear is present.

Outlet Protection - Inspection - Inspect apron for displacement of the RR and damage to the underlying fabric. Repair fabric and replace RR that washed away. If RR continues to wash away, consider using larger material.; Inspect for scour beneath the RR and around the outlet. Repair damage to slopes or underlying fabric immediately; Inspect for accumulated sediment buildup and discharge into outlets, and into and out of outlet protection; **Maintenance -** Restore dislodged protection at outlet structures and correct erosion that may occur; Remove sediment buildup that deposits in the protection; Remedy deficient areas, prone to increased erosion, immediately to prevent greater deficiencies.

Part XI. Inspections

Qualified personnel shall inspect disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days and within 24 hours of the end of a storm or by the end of the following business or workday that is 0.50 inches or greater or equivalent snowmelt (except as allowed for Frozen

Conditions).

In addition, all areas where storm water typically flows within the site should be inspected periodically to check for evidence of pollutants entering the drainage system, as well as all locations where stabilization measures have been implemented to ensure they are operating correctly.

Inspections shall be documented on the form BC 2259 (Storm Water Pollution Prevention Plan Erosion Control Inspection Report).

The Erosion and Sediment Control Field Guide for Construction Inspection shall be consulted as needed.

Dewatering

For site(s) discharging dewatering water, an inspection during the discharge shall be done once per day on which the discharge occurs and record the following in a report within 24 hours of completing the Inspection:

- The inspection date;
- Names and titles of personnel performing the inspection;
- Approximate times that the dewatering discharge began and ended on the day of inspection;
- Estimates of the rate (in gallons per day) of discharge on the day of inspection;
- Whether or not any of the following indications of pollutant discharge were observed at the point of discharge: a sediment plume, suspended solids, unusual color, presence of odor, decreased clarity, or presence of foam; and/or a visible sheen on the water surface or visible oily deposits on the bottom or shoreline of the receiving water.

Frozen Conditions

Inspections may be reduced to once per month when all construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities resume, either temporarily or continuously, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

Flooding or unsafe conditions

Areas that are inaccessible during required inspections due to flooding or other unsafe conditions must be inspected within 72 hours of becoming accessible.

Part XII. Incidence of Noncompliance (ION)

The Department shall notify the appropriate Agency Field Operations Section office by email as described on the IEPA ION form, within 24 hours of any incidence of noncompliance for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit.

The Department shall complete and submit within 5 days an "Incidence of Noncompliance" (ION) report for any violation of the storm water pollution prevention plan observed during any Inspection conducted, or for violations of any condition of this permit. Submission shall be on forms provided by the IEPA and include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. Corrective actions must be undertaken immediately to address the identified non-compliance issue(s).

Illinois EPA
2520 W. Iles Ave./P.O. Box 19276
Springfield, IL 62794-9276

Please note that if these are delivered via FedEx or UPS, these carriers cannot deliver to our P.O. Box and this number must be excluded from the mailing address.

Part XIII. Corrective Actions

Corrective actions must be taken when:

- A storm water control needs repair or replacement;
- A storm water control necessary to comply with the requirements of this permit was never installed, or was installed incorrectly;
- Discharges are causing an exceedance of applicable water quality standards; or
- A prohibited discharge has occurred.

Corrective Actions must be completed as soon as possible and documented within 7 days in an Inspection Report or report of noncompliance. If it is infeasible to complete the installation or repair within 7 calendar days, it must be documented in the records why it is infeasible to complete the installation or repair within the 7 day time-frame and document the schedule for installing the storm water control(s) and making it operational as soon as feasible after the 7-day time-frame.. In the event that maintenance is required for the same storm water control at the same location three or more times, the control must be repaired in a manner that prevents continued failure to the extent feasible, and it must be documented the condition and how it was repaired in the records. Alternatively, it must be documented why the specific re-occurrence of this same issue must continue to be addressed as a routine maintenance fix.

Part XIV. Retention of Records

The Department must retain copies of the SWPPP and all reports and notices required by this permit, records of all data used to complete the NOI to be covered by this permit, and the Agency Notice of Permit Coverage letter for at least three years from the date that the permit coverage expires or is terminated. the permittee must retain a copy of the SWPPP and any revisions to the SWPPP required by this permit at the construction site from the date of project initiation to the date of final stabilization. Any manuals or other documents referenced in the SWPPP must also be retained at the construction site.

Part XV. Failure to Comply

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the contractor (See Article 105.03 Conformity with Contract)

Part XVI. Keeping the SWPPP (“plan”) Current

IDOT shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to Waters of the United States and which has not otherwise been addressed in the plan or if the plan proves to be ineffective in eliminating or significantly minimizing sediment and/or pollutants identified under paragraph Part II. Water Quality or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity.

In addition, the plan shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the plan. Amendments to the plan may be reviewed by the IEPA the same manner as the SWPPP and Erosion and Sediment Control Plan (ESCP) submitted as part of the Notice of Intent (NOI). The SWPPP and site map must be modified within 7 days for any changes to construction plans, storm water controls or other activities at the site that are no longer accurately reflected in the SWPPP.

In addition, the NOI shall be modified using the CDX system for any substantial modifications to the project such as:

- address changes
- new contractors
- area coverage
- additional discharges to Waters of the United States, or
- other substantial modifications (e.g. addition of dewatering activities).

The notice of intent shall be modified within 30 days of the modification to the project.

Part XVII: Notifications

In addition to the NOI submitted to IEPA, all MS4 permittees identified in Part I. Site Description shall receive a copy of the NOI.

Part XVIII. Notice of Termination

Where a site has completed final stabilization and all storm water discharges from construction activities that are authorized by this permit are eliminated, the permittee must submit a completed Notice of Termination (NOT) that is signed in accordance with ILR10 permit.

Method of Measurement: NPDES Compliance shall not be measured for payment separately. Measurement for payment for Temporary Erosion and Sediment Control shall be in accordance with Section 280 or as otherwise provided in the contract. Permanent BMPs necessary to comply with this provision shall be measured for payment in accordance with their respective provisions in the contract.

Basis of Payment: NPDES Compliance shall not be paid for separately. Payment for Temporary Erosion and Sediment Control shall be in accordance with Section 280 or as otherwise provided in the contract. Permanent BMPs necessary to comply with this provision shall be paid for in accordance with their respective payment provisions in the contract.



Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Part IX. Contractor Required Submittals of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route	Marked Route	Section Number
Evergreen Avenue (FAU 8351)	Evergreen Avenue	
Project Number	County	Contract Number
	Effingham	

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Additionally, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

- ☐ Contractor
☐ Sub-Contractor

Signature	Date		
Print Name	Title		
Name of Firm	Phone		
Street Address	City	State	Zip Code

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP

--

Evergreen Ave. 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 completion of the project on or before **June 5, 2026** 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

Code Number	Item	Unit of Measure	Quantity	Unit Price	Total Cost
20100500	TREE REMOVAL, ACRES	ACRE	1.5		
20200100	EARTH EXCAVATION	CU YD	12,950		
20400800	FURNISHED EXCAVATION	CU YD	2,720		
20800150	TRENCH BACKFILL	CU YD	198		
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	404		
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	17,876		
25000110	SEEDING, CLASS 1A	ACRE	3.70		
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	333		
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	333		
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	333		
25100115	MULCH, METHOD 2	ACRE	3.20		
25100630	EROSION CONTROL BLANKET	SQ YD	2,605		
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	739		
28000305	TEMPORARY DITCH CHECKS	FOOT	397		
28000400	PERIMETER EROSION BARRIER	FOOT	2,054		
28000500	INLET AND PIPE PROTECTION	EACH	50		
28100105	STONE RIPRAP, CLASS A3	SQ YD	123		
28200200	FILTER FABRIC	SQ YD	123		
31101000	SUBBASE GRANULAR MATERIAL, TYPE B	TON	404		
35101400	AGGREGATE BASE COURSE, TYPE B	TON	2,694		
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	268		
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	12,392		
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,478		
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	771		
40604062	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70	TON	463		
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	209		
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	23,807		
42400410	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	549		
42400800	DETECTABLE WARNINGS	SQ FT	152		
44000100	PAVEMENT REMOVAL	SQ YD	501		
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	203		
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	95		
48101500	AGGREGATE SHOULDERS, TYPE B 6"	SQ YD	100		
50105220	PIPE CULVERT REMOVAL	FOOT	534		
542A0220	PIPE CULVERTS, CLASS A, TYPE 1 15"	FOOT	45		
542A0235	PIPE CULVERTS, CLASS A, TYPE 1 30"	FOOT	52		
542A0253	PIPE CULVERTS, CLASS A, TYPE 1 48"	FOOT	26		
542A5491	PIPE CULVERTS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 36"	FOOT	109		
54213660	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	8		
54213663	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	2		
54213669	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	3		
54213675	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 30"	EACH	2		
54214521	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, ERS 36"	EACH	2		
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	47		
550A0070	STORM SEWERS, CLASS A, TYPE 1 15"	FOOT	224		
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	26		
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	15		
550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	238		
550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	24		
550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	33		
56109210	WATER VALVES TO BE ADJUSTED	EACH	4		
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4		
60219500	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 15 FRAME AND LID	EACH	2		
60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
60222200	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 15 FRAME AND LID	EACH	2		
60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	13		

60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	2		
60240220	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	EACH	12		
60240301	INLETS, TYPE B, TYPE 8 GRATE	EACH	2		
60500060	REMOVING INLETS	EACH	4		
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	176		
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	3,289		
72000100	SIGN PANEL - TYPE 1	SQ FT	6		
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	17		
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1,086		
78001130	PAINT PAVEMENT MARKING - LINE 6"	FOOT	388		
78001180	PAINT PAVEMENT MARKING - LINE 24"	FOOT	12		
X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	3		
X4023000	TEMPORARY ACCESS (ROAD)	EACH	3		
X5427600	REMOVE AND RELOCATE END SECTIONS	EACH	1		
X5427602	REMOVE EXISTING FLARED END SECTION	EACH	1		
X6024090	MANHOLES, TYPE A, 6'-DIAMETER, WITH SPECIAL FRAME AND GRATE	EACH	1		
X6024502	INLETS, TYPE B, WITH SPECIAL FRAME AND GRATE	EACH	4		
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1		
Z0056648	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	26		
Z0056650	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 15"	FOOT	473		
Z0056652	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 18"	FOOT	136		
Z0056669	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 15"	FOOT	16		
Z0056670	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 18"	FOOT	35		
Z0056672	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 24"	FOOT	36		
TOTAL COST OF WORK INCLUDING ALL LABOR, MATERIALS AND PROFITS.					

The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, he/she 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 *(Date)*.

You are hereby notified that your bid has been accepted for items in the 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: _____

**Evergreen Ave. 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 pavement reconstruction along Evergreen Ave. beginning approximately 100' east of Oceola St. to a point approximately 157' west of Willenborg Ave. and other miscellaneous reconstruction related work.

Article 2. ENGINEER. The project has been designed by:
Farnsworth Group, Inc.
Ryan Staley, P.E.
400 W. Jefferson Ave. Suite A
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, Supplemental Specifications and Recurring Special Provisions, 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: _____