SPECIFICATIONS

FOR

2026
SIDEWALK REPLACEMENT PROGRAM - PHASE I

PREPARED BY

LUKE A THOELE, P.E.

CITY ENGINEER

201 EAST JEFFERSON AVENUE

P.O. BOX 648

EFFINGHAM, ILLINOIS

April 2026

Table of Contents

NOTICE TO CONTRACTORS 3
SPECIAL PROVISIONS 4
- SCOPE OF WORK 4
- IDOT PAY ITEMS 4
- INSPECTION OF LOCATIONS 4
- PAYMENT AND PERFORMANCE BOND 5
- LIQUIDATED DAMAGES 5
- PREVAILING WAGE 5
- SUBSTANCE ABUSE AND PREVENTION PROGRAM 6
- INSURANCE 6
- CONTRACTOR RESPONSIBLE FOR LOCATING AND MAINTAINING UTILITES 6
- REMOVAL OF UNSUITABLE MATERIAL 7
- SIDEWALK REMOVAL 7
- GRADING AND SUBGRADE PREPARATION 7
- P.C.C. SIDEWALK 7
- DETECTABLE WARNING 8
- COMBINATION CURB AND GUTTER REMOVAL 8
- COMBINATION CONCRETE CURB AND GUTTER 8
- CLASS B PATCH 9
- DRIVEWAY PAVEMENT REMOVAL 10
- P.C.C. DRIVEWAY PAVEMENT 10
- FRAMES AND LIDS TO BE ADJUSTED 10
- MONITORING CONCRETE 11
- STORM SEWER 11
- CLEANUP 11
- MATERIAL TESTING 11
- SALVAGE MATERIALS 12
- TRAFFIC CONTROL COMPLETE 12

CONTRACT 13
PROPOSAL 16
- REFERENCES 17
- SCHEDULE OF PRICES 18

NOTICE OF AWARD 20
NOTICE TO PROCEED 21

NOTICE TO CONTRACTORS

Sealed proposals for the City of Effingham, **2026 Sidewalk Replacement Program Phase I** will be received by the City of Effingham, Illinois, 201 E. Jefferson, Effingham, IL 62401 in the office of the City Clerk until **11:00 A.M. April 14th, 2026,** and will then be publicly opened and read.

The proposed work is officially known as **"2026 Sidewalk Replacement Program Phase I"** for the City of Effingham, Effingham, Illinois. The project shall consist of the removal and replacement of the sidewalks, removal and replacement of curb and gutter, and removal and replacement of driveway pavement shown herein and other miscellaneous work.

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

Plans, specifications, and documents are on file in the office of the City Engineer of the City of Effingham, 201 E. Jefferson Avenue, Effingham, IL 62401.

Each proposal shall contain the name of every person or firm interested in the same and shall be accompanied by a bid bond, bank cashier's check, bank draft or certified check for not less than five (5) percent of the amount of the bid. A surety bond for the full amount of the award is required. Failure on the part of the contractor to deliver the materials within the time specified or to do the work as specified herein will be considered just cause to forfeit the surety as provided in Article 108.10 of the State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022.

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

Proposals must be submitted to the City Clerk Office, City of Effingham on a form furnished by the Municipality, which may be obtained in the contract of the City and shall be enclosed in a separate and sealed envelope endorsed **"2026 Sidewalk Replacement Program Phase I".**

It is agreed that this bid may not be withdrawn for a period of 45 days from its 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

_____ Date: _____

Steve Miller, P.E., City Administrator

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction of the State of Illinois" (IDOT Spec. Book), adopted January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions, The Illinois Manual on Uniform Traffic Control Devices (MUTCD), and the Americans with Disabilities Act (ADA) Standards, which govern the Sidewalk Replacement Program, City of Effingham, Illinois, and in case of conflict with any contract documents, Article 105.05 shall apply.

SCOPE OF WORK

The work included in this section consists of removal of existing sidewalk, replacing sidewalk, installing detectable warnings, removal and replacement of concrete curb and gutters, removal and replacement of concrete driveways, pavement patching, storm sewer construction, and any cleanup work needed from contractors' operations in accordance with the standard specifications and these special provisions.

The quantities shown in the proposal are the approximate quantities required to complete the work. The affected resident and the City Representative shall be given 48 hours notification before any construction is to begin at all locations. All locations will be marked with paint and approved by the City Representative in the field before construction is to begin. All work done outside the marked locations will be at the expense of the contractor unless prior approval has been given by the City Representative. Many sidewalks are being increased in width from 4 feet to 5 feet. Any sidewalks not constructed to the correct widths as stated in the plans will be removed and replaced at the contractor's expense. The City will obtain all necessary permits and easements to perform the work. The City reserves the right to add or delete work for budgetary reasons or due to conflicts with other construction work.

IDOT PAY ITEMS

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

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

INSPECTION OF LOCATIONS

It will be the Contractor's responsibility to visit and inspect all site locations before placing a bid. The Contractor should fully acquaint himself with existing conditions there relating to construction and labor. The Contractor should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The contractor should thoroughly examine and familiarize himself with the drawings, special provisions, specifications, and all other contract documents. The contractor by execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or example any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the owner will be justified in rejecting any claim based on facts regarding which should have been on notice as a result there of. If the Contractor has any questions and/or concerns, they must be addressed in writing to the City Engineer before placing a bid.

PAYMENT AND PERFORMANCE BOND

Section 102 of the IDOT Spec. Book shall be revised as follows:

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

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

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

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

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

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

LIQUIDATED DAMAGES

It is understood and agreed that time is of the essence in the performance of the Contract and that failure on the part of the Contractor to complete the contract work in the time herein set forth will result in certain loss and damages to the Owner. Failure on the contractor's part to complete such work shall be considered just cause for forfeit of his/her surety bond.

Work in Locations #2 and #3 must be completed prior to planned 2026 resurfacing of the adjacent streets. The work in these locations shall be completed no later than July 31, 2026.

If the Contractor fails to complete the work in the preceding paragraph as stated, or any portion of the remaining work on or before **March 31st, 2027**, they shall pay the Owner according to Article 108.09.

PREVAILING WAGE

The prevailing rate of wages ascertained by the Illinois Department of Labor (IDOL) or as determined by the court on review shall be paid to all laborers, workers, and mechanics performing work under this contract pursuant to Public Act 100-1177. The prevailing rate of wages are revised by IDOL and are available on the Department's official website. Any revised rate shall apply to this contract, and the contractor shall be responsible for paying 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.

SUBSTANCE ABUSE AND PREVENTION PROGRAM

In addition to all other labor requirements set forth in this proposal and in the IDOT Spec. Book, 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

Contractors are required to furnish the City with Certificates of Insurance in the following amounts and the City of Effingham will be listed as an Additional Insured on a primary non-contributory basis. The Certificate of Insurance shall be accompanied by an "Additional Insured – Designated Person or Organization" form.

Worker's Compensation	Statutory Limits
Employer's Liability	$ 1,000,000
General Liability	$ 2,000,000
Auto Liability	$ 1,000,000
Excess Liability	$ 2,000,000

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

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

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

CONTRACTOR RESPONSIBLE FOR LOCATING AND MAINTAINING UTILITES

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

The Contractor shall maintain in operating condition all utilities encountered in the work. The Contractor shall be entirely responsible for all damages to water pipes; electrical conduits; existing drains or sewers; gas pipes; and poles carrying electrical current, telephone, or television lines during the prosecution of the work and shall be liable for damages to public or private property resulting therefrom, which amount may be deducted from any monies due the Contractor for work done. Any damage to existing utilities because of the Contractor's construction operations shall be repaired to the satisfaction of the utility owner at the Contractor's expense, whether said utilities are shown in the plans.

REMOVAL OF UNSUITABLE MATERIAL

Any base material deemed unsuitable for construction purposes by the engineer shall be removed at the contractor's expense. All unsuitable material shall be disposed of off-site by the contractor. Aggregate Base Course, Type B shall be installed according to Article 351. The Schedule of Quantities includes a contingent quantity to be used as needed. The work shall be paid for at the Contract Unit Price per TON for AGGREGATE BASE COURSE, TYPE B.

SIDEWALK REMOVAL

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

Any sidewalk removed outside the locations marked by the City's Representative will be replaced at the Contractor's expense. All removals in question must be brought to the City Representative's attention before such removal is made.

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

GRADING AND SUBGRADE PREPARATION

This work involved excavation of the subgrade and preparation of the subgrade in accordance with Section 424 of the IDOT Spec Book.

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

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

P.C.C. SIDEWALK

P.C.C. sidewalk shall be constructed in accordance with Section 424 of the IDOT Spec. Book and the plans. The new sidewalk shall be replaced to the same dimensions that are being removed if not otherwise specified in the plans. All new sidewalks placed wider than the original width shall be constructed to the existing back of sidewalk location and be widened toward the roadway. Sidewalks

shall be 6” in depth unless otherwise noted in the plans. The sidewalk finish shall be a medium broom, placed adjacent to the direction of travel. Control joints shall be sawed in new sidewalk matching the type in existing sidewalk on either side. The contractor shall drill and pin the new sidewalk to the existing sidewalk to the approval of the city’s representative.

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

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

DETECTABLE WARNING

Detectable Warnings shall be constructed in accordance with Section 424 of the IDOT Spec. Book. All detectable warnings shall be brick red, 2’-0” in width, and cover the width of the proposed sidewalk within 3 inches of each edge. Detectable Warnings shall be placed perpendicular to the direction of travel unless shown otherwise on the applicable Highway Standard. All Detectable Warnings that must be cut or fabricated for a location to meet ADA requirements will be at the contractor’s expense. This item of work shall be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNING.

COMBINATION CURB AND GUTTER REMOVAL

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

Any gutter removed outside the locations marked by the City’s Representative will be replaced at the Contractors expense. All removals in question must be brought to the City Representative’s attention before such removal is made.

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

COMBINATION CONCRETE CURB AND GUTTER

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

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

The Contractor shall construct the Gutter to the same width and style of that which was removed or adjacent to. If there is no existing Gutter in or adjacent to project area then the Contractor shall construct combination curb and gutter of B-6.24. The depth shall be minimum 8 inches throughout the

gutter. The flow line shall be established to allow positive drainage. The face and back of the curb shall match the existing pavement and/or the existing driveways. The void between the existing pavement and the new gutter shall be backfilled with concrete. A joint shall be cut or tooled so that the gutter is not monolithic with the patch.
Contraction joints shall be cut or tooled to match existing joints, if applicable, or at 15-foot centers maximum. Two 24" #6 bars shall be placed longitudinal to the roadway at each gutter construction joint. #6 tie bars shall be drilled and placed into adjacent concrete pavement on 30" centers. Expansion joints shall be placed where the adjacent pavement has expansion joints or as indicated on the plans.

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

CLASS B PATCH

The Class B Patch of the type and depth shown in the plans shall be constructed in accordance with IDOT Standard 442101-09 and with Section 442 (Pavement Patching) of the Standard Specifications for Road and Bridge Construction except as modified below.

Provisions of Section 442 which are intended to prevent hazard or inconvenience to the traveling public may be waived if the contractor presents a roadway closure which is approved by the Engineer. This includes timing of pavement removal protection of drop-offs. Also, PCC Classes PV and PP-1 will be allowed if the roadway closure is not delayed.

The pavement may be scored with a concrete saw up to 3 weeks prior to removal. Once scored, the contractor shall continually monitor the pavement to ensure it does not come apart before the contractor closes the portion of the roadway for removal.

Equipment and methods used for removing old pavement shall be such as to prevent cracking, shattering or spalling of the pavement remaining in place. "Hand removal", where specified in the detail and IDOT standard provision, will be at the Contractor's discretion.

The contractor shall construct the patch at the dimensions as shown on the plans. It shall be ensured that dowel bars are placed level, lubricated, and installed per manufacturer's recommendations as well as per the standard specifications.

No date stamp will be required in the patches. Edging of the patch shall not be required.

Welded wire reinforcement shall be 6x6 – W2.9xW2.9 or heavier and shall be installed according to Highway Standard 420701-03. It shall be paid for at the contract unit Price per SQUARE YARD for WELDED WIRE REINFORCEMENT of the type and depth shown in the plans.

All saw cuts, ~~Expansion Joints (which are only required at the locations shown on the plans)~~, dowel bars, removal of detector loops, water valve adjustments, utility frame and grate adjustments, and pavement tie bars shall not be paid for separately but shall be included in the Contract Unit Price per SQUARE YARD for CLASS B PATCHES of the type and depth shown in the plans.

DRIVEWAY PAVEMENT REMOVAL

The driveway pavement removal shall be performed according to Article 440 of the IDOT Spec. Book and at the designated locations specified in the plans. This pay item is used for street approaches in this contract. Before removal of driveway pavement, a full depth saw cut shall be made against any existing sidewalk, curb or pavement that does not get replaced or any other structure that may be in direct contact with the concrete. Excavation required to achieve the correct subgrade elevation shall be included in the Driveway Pavement Removal. This work shall be paid for at the contract unit price per SQ YD for DRIVEWAY PAVEMENT REMOVAL.

P.C.C. DRIVEWAY PAVEMENT

P.C.C. Driveway Pavement shall be constructed at the locations specified in the plans. The driveway pavement shall be constructed according to the IDOT Spec. Book and shall meet all ADA requirements. Any pavement found not in compliance with the Standard Specifications will be removed and replaced at the contractor's expense. Any surface aggregate needed for slopes or driveways affected by the sidewalk improvements in any way must be CA-7 and supplied by the contractor at no additional charge. Placement of aggregate to achieve the correct subgrade elevation shall be included in the P.C.C. Driveway Pavement.

All miscellaneous work and items to complete P.C.C. Driveway Pavement according to the IDOT standards shall be paid for at the contract unit price per SQ YD for P.C.C. DRIVEWAY PAVEMENT, of the thickness specified and no additional compensation shall be made.

FRAMES AND LIDS TO BE ADJUSTED

This work shall consist of adjusting manhole frames and lids or inlets in curb with the existing frame and grate or a new frame and grate provided by the city. The work shall be in accordance with Section 603 of the IDOT Spec. Book

The work described above to install the provided frame and grates shall be paid for at the contract unit price per EACH for FRAMES AND LIDS TO BE ADJUSTED, and no additional compensation will be allowed.

MONITORING CONCRETE

It will be the contractor's responsibility to provide a smooth and finished concrete product. Any cold weather blanketing required per Article 1020.13 (c)(d) will be incidental to the contract. It is the contractor's responsibility to monitor and protect freshly poured concrete sidewalks from any form of damage. Any graffiti, writing or weather-related events that cause damage to the concrete while it is still wet, or curing, will be removed and replaced at the contractor's expense and no additional compensation will be allowed.

STORM SEWER

Storm Sewer shall be added to maintain positive drainage at designated locations specified in the plans. Any Storm Sewer placed under the sidewalk shall be White - SDR 26 PVC or higher quality material and backfilled with compacted aggregate. Backfill material will be a part of this pay item.

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

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

CLEANUP

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

MATERIAL TESTING

Material shall meet the requirements of IDOT Class SI PCC according to Section 1020 of the spec book. The Contractor shall make a minimum of 3 test cylinders or beams representing the material they are placing each day they pour sidewalk. No additives shall be added to the mix after the test is made. Test cylinders or beams must be tested by a certified lab 14 days after the pour was conducted at the contractor's expense. Test results shall be forwarded to the city representative. If the cylinders or beams are not tested on the 14-day break, the City will deduct a pro-rated amount for that cylinder under the material testing pay item.

SALVAGE MATERIALS

Existing materials on the project that are to be removed, which are of salvageable value, shall remain the property of the City of Effingham. These items shall be carefully removed by the Contractor and stored within the project limits as determined by the Engineer. The cost of removing these items shall be included in the project and no additional compensation will be allowed. All existing materials not of salvageable value shall be disposed of offsite by the Contractor at the Contractor's expense. All existing concrete that is removed and is found to be free from steel shall be salvaged.

Salvage Material shall be hauled to:
City's Maintenance Yard at 901 E. Eiche Ave.

Material shall be salvaged at the contractor's expense and shall remain the property of the City of Effingham. The City of Effingham shall have the sole authority to determine which materials are salvaged and which of the listed locations it shall be delivered to. Such a determination shall be binding on all parties involved.

TRAFFIC CONTROL COMPLETE

Traffic control shall be set up prior to any work for the protection of the workers and traffic. All traffic control shall be set up in accordance with details in the IDOT highway standards or the MUTCD.

When work is being performed in front of residential or commercial, entrances, it shall be the Contractors responsibility to plan with the affected party in keeping access to the premises. When working on an entrance, barricades shall be placed to prevent vehicular access for a minimum of 5 days for curing of concrete. Notification and arrangements with the affected party or property owner shall be made a minimum of 48 hours in advance.

All work associated with the acquiring, furnishing, erecting, maintaining, and removal of traffic control items shall be paid for at the contract unit price per LUMP SUM of TRAFFIC CONTROL COMPLETE, and no additional compensation will be allowed.

2026 Sidewalk Replacement Program
City of Effingham, Illinois

CONTRACT

THIS AGREEMENT made as of the _____day of ____in the year 2026, 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:

Removal of existing sidewalk, replacing sidewalk, installing detectable warnings, remove and replace curb and gutters, construct storm sewer, remove and replace driveways, and any cleanup work needed from contractors' operations in accordance with the standard specifications and these special provisions.

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

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

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

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

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

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

5.1 Progress and final payments will be on the basis of the CONTRACTOR'S applications for payment as approved by the ENGINEER.

5.2 Upon completion and approval of the Project, a sum of money equal to the actual quantities used during construction times the various unit costs will be paid.

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

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

Article 7. MISCELLANEOUS.

7.1 Neither the OWNER nor the CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any moneys due or to become due without the prior written consent of the OWNER.

7.2 The OWNER and the CONTRACTOR each binds himself, his partner's 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:
Steven W. Miller, P.E., City Administrator	Its
Attest:	Attest:
Abbey Nosbisch, City Clerk	Its

2026 Sidewalk Replacement Program
City of Effingham, Illinois

PROPOSAL

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

Proposal of:

Name: _____

Address: _____

_____

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

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

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

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

The undersigned agrees to complete the work at **Locations #2 and #3 by July 31, 2026**. The undersigned agrees to complete the remainder of the work by **March 31st, 2027,** unless additional time is granted in accordance with Article 108.08 of the specifications. Failure to complete the work on time will be subject to penalties in accordance with Article 108.09 of the specifications.

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

The amount of the check or draft is _____)

If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the City of Effingham, and shall be considered as payment of damages due to delay and other causes suffered by the City, because of the failure to execute said contract and contract bond; otherwise said check or draft, or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK, OR CERTIFIED CHECK HERE

REFERENCES

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

#1

Company Name	
Address	
Contact Person	
Phone Number	
Email	
Date of Project	
Project Description	

#2

Company Name	
Address	
Contact Person	
Phone Number	
Email	
Date of Project	
Project Description	

#3

Company Name	
Address	
Contact Person	
Phone Number	
Email	
Date of Project	
Project Description	

SCHEDULE OF PRICES

The undersigned submits herewith this schedule of prices covering the work to be performed under this contract. The City reserves the right to reject any or all bids, waive or not waive any informality in the bids.

No.	Line Items	Quantity	Unit	Unit Price	Cost
1	Sidewalk removal	8,751	SQ. FT		
2	Portland Cement Concrete Sidewalk, 4"	4,480	SQ. FT		
3	Portland Cement Concrete Sidewalk, 6''	3,200	SQ. FT		
4	Portland Cement Concrete Sidewalk, 8''	1,071	SQ. FT		
5	Detectable Warnings	110	SQ. FT		
6	Combination Curb and Gutter Removal	439	FEET		
7	Combination Concrete Curb and Gutter	439	FEET		
8	Aggregate Base Course Type B	44	TONS		
9	P.C.C. Pavement Removal	74	SQ. YD		
10	P.C.C. Pavement 8''	74	SQ. YD		
11	Welded Wire Reinforcement	74	SQ. YD		
12	Class B Patches Type IV - 9''	45	SQ. YD		
13	Storm Sewer, 6''	30	FEET		
14	Storm Sewer, 8''	20	FEET		
15	Inlet Type A w/ Ty 8 F&G	1	EACH		
16	Inlet Type A w/ Ty 3 or Ty 3V F&G	2	EACH		
17	Sign Relocate	2	EACH		
18	Water Valve Adjustment	0	EACH		
19	Tree Stump Removal	2	EACH		
20	Traffic Control	1	LS		
21	Material Testing	1	LS		
22	Cleanup	1	LS		
23	Mobilization	1	LS		
				Total Cost	

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

(If an Individual)

Signature of Bidder _____

Business Address _____

_____

(If a Co-partnership)

Firm Name _____

By _____

Business Address _____

_____

Names & Addresses of All Members of the Firm _____

_____

_____

(If a Corporation)

Corporate Name _____

By _____

Business Address _____

_____

Names of Officers

President _____

Secretary _____

Treasurer _____

Attest: _____

Secretary

NOTICE OF AWARD

TO: _____

_____

_____

PROJECT: **2026 Sidewalk Replacement Program**

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

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

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

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

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

Dated this _____ day of _____ ,2026.

CITY OF EFFINGHAM

By: _____

Steve Miller, P.E., City Administrator

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.
this _____ day of _____, 2026.

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____

_____

_____

PROJECT: **2026 Sidewalk Replacement Program**

Dated this _____day of _____ 2026.

You are hereby notified to commence Work by _____, in accordance with the CONTRACT dated _____, and you are to complete the WORK by **March 31st, 2027,** in accordance with the Specifications and Special Provisions.

CITY OF EFFINGHAM
Owner

By: _____

Steven W Miller, P.E., City Administrator

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby.
acknowledged this _____ day of _____, 2026.

By: _____

Title: _____