



SPECIFICATIONS
FOR
2025
OIL & CHIP PROGRAM

PREPARED BY

LUKE A. THOELE, P.E.

CITY ENGINEER

201 EAST JEFFERSON AVENUE

P.O. BOX 648

EFFINGHAM, ILLINOIS

April 2025

NOTICE TO BIDDERS

Sealed proposals for the ***City of Effingham, 2025 Oil & Chip Program*** will be received by the City of Effingham, Illinois, 201 E. Jefferson, Effingham, IL 62401 in the office of the City Clerk until **9:50 a.m. April 8, 2025**, and will then be publicly opened and read in the Council Chambers.

The proposed work is officially known as ***“2025 Oil & Chip Program”*** for the City of Effingham, Effingham, Illinois. The project shall consist of furnishing and placing materials required in the maintenance of streets and alleys in the City of Effingham 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 not required. Failure on the part of the contractor to deliver the materials within the time specified or to do the work as specified herein will be considered just cause to forfeit the surety as provided in Article 108.10 of the State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022.

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

Proposals must be submitted to the City Clerk's Office, City of Effingham on a form furnished by the Municipality, which may be obtained in the contract of the City and shall be enclosed in a separate and sealed envelope endorsed ***“2025 Oil & Chip Program”***.

It is agreed that this bid may not be withdrawn for a period of 60 days from opening thereof or it will be subject to forfeit the 5% Bid Bond provided with the bid.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-60 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: _____

Steven W. Miller, *City Administrator*

PROPOSAL

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

The undersigned agrees, if this bid is accepted within 30 days from date of opening, to furnish any or all of the materials upon which prices are quoted, at the respective unit prices, subject to the following conditions:

- 1) It is understood and agreed that the "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation adopted January 1, 2022, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
- 2) It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
- 3) Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the terms of acceptance at the point and in the manner specified in the "Schedule of Prices", if delivery on the job site is specified it shall mean any place or places on the road designated by the awarding authority or its authorized representative.

SCHEDULE OF PRICES

Item No.	Item	Quantity	Unit Prices	Amount
1	Bituminous Materials (seal) RS-2 Asphalt Emulsion, Furnished and Applied	38,500 gal.		
2	Bituminous Materials (seal) HFE-90 Asphalt Emulsion, Furnished and Applied	0 gal.		
3	Spreading and Rolling Seal Coat Aggregate	1,675 ton		

COMPANY: _____

PRINTED NAME: _____

ADDRESS: _____

SIGNATURE: _____

TITLE: _____

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction of the State of Illinois”, adopted January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions, which govern the **2025 Oil & Chip Program**, City of Effingham, Illinois, and in case of conflict with any contract documents, Article 105.05 shall apply.

BITUMINOUS MATERIALS

The work shall be according to Article 403 of the IDOT’s Standard Specifications for Road and Bridge Construction. This work shall be completed before **October 31, 2025**. Failure by the contractor to complete this work before this time will be considered just cause for forfeiture of the 5% proposal guarantee.

PROPOSAL GUARANTEE

A proposal guarantee in the form of a certified check or cashier's check in the amount of not less than 5% of the bid must accompany the bid. A surety bond for the full amount of the award will not be required. Where a surety bond is not provided the proposal guarantee of the successful bidder will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time or to do the work as specified herein will be considered just cause to forfeit his surety as provided in Article 108.11 of the Standard Specifications.

SUBSTANCE ABUSE 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

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

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

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

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

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.