



**CITY OF EFFINGHAM  
EFFINGHAM, ILLINOIS**

**SPECIFICATIONS**

**FOR**

**CONCRETE CRUSHING PROGRAM  
2025**

**PREPARED BY**

**LUKE A. THOELE**

**CITY ENGINEER**

**201 EAST JEFFERSON AVENUE**

**P.O. BOX 648**

**EFFINGHAM, ILLINOIS**

June 2025

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**NOTICE TO BIDDERS**

Sealed proposals for the *City of Effingham, 2025 Concrete Crushing Program* will be received by the City of Effingham, Illinois, 201 E. Jefferson, Effingham, IL 62401 in the office of the City Clerk until 10:15 A.M. on July 8, 2025, and will then be publicly opened and read.

The proposed work is officially known as *“2025 Concrete Crushing Program”* for the City of Effingham, Illinois. The project shall consist of crushing existing concrete and asphalt millings.

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:

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 5% surety bond as provided in Article 108.10 of the State of Illinois Standard Specifications for Road and Bridge Construction, adopted April 1, 2016.

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 Engineers Office, City of Effingham on a form furnished by the Municipality, which may be obtained at the office of the City Engineer, City of Effingham and shall be enclosed in a separate and sealed envelope endorsed *“2025 Concrete Crushing Program”*.

It is agreed that this bid may not be withdrawn for a period of 45 days from opening thereof or it will be subject to forfeit the 5% Bid Bond provided with the bid.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 in a timely manner.

BY ORDER OF THE CITY COUNCIL  
CITY OF EFFINGHAM, ILLINOIS

Date: \_\_\_\_\_

\_\_\_\_\_  
Steven W Miller, *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, which govern the Concrete Crushing 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 shall include all labor, materials, transportation, necessary equipment, etc., to crush the existing concrete and asphalt millings at the City Maintenance yard (located at 701 E. Eiche Avenue). Please call Michael French (217-821-1912) of the Engineering Department or Jeremy Giles (217-342-5300) of the Street Department to get into the City Maintenance yard. Please give a minimum 24-hour notice before commencing work.

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.

**INSPECTION OF CONCRETE PILE**

It will be the contractor’s responsibility to visit the City Maintenance Yard and inspect the piles of existing concrete and asphalt millings before placing a bid. The contractor should fully acquaint themselves with the conditions relating to the job and labor. The contractor shall give a quoted **price per TON** for the full scope of the work. The City reserves the right to add or delete work for budgetary reasons or due to any other conflicts.

**LIQUIDATED DAMAGES**

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

In case the Contractor of the work shall fail or neglect to complete any section of work on or before March 30, 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 adopted January 1, 2022.

**PROPOSAL GUARANTY**

All proposals shall be accompanied by proposal guaranty in the form of a bank cashier's check, bank draft or certified check in the amount specified in the following schedule:

<u>Amount Bid</u>		<u>Proposal Guaranty</u>
Up to	\$5,000	\$250
\$5,000	\$10,000	\$500
\$10,000	\$15,000	\$750
\$15,000	\$20,000	\$1,000
\$20,000	\$25,000	\$1,250
\$25,000	\$30,000	\$1,500
\$30,000	\$35,000	\$1,750
\$35,000	\$40,000	\$2,000
\$40,000	\$45,000	\$2,250
\$45,000	\$50,000	\$2,500
Over \$50,000		5% of Proposal

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the City of Effingham.

The proposal guaranty checks of all, except the three lowest responsible bidders, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the second and third lowest bidders will be returned as soon as the acceptance of award is acknowledged by the low bidder(s).

**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.

**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**

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 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.

**CONCRETE CRUSHING AND ASPHALT CRUSHING**

This pay item includes all labor, materials, transportation, necessary equipment, etc., to crush the existing concrete pile and a portion of the asphalt pile at the City Maintenance yard (located at 701 E. Eiche Avenue (behind the Effingham County Animal Shelter)) and perform any cleanup work needed from the contractors operations in accordance with the Standard Specifications for Road and Bridge Construction.

Material shall be crushed to standard specifications of CA-6. The City will provide water needed to keep dust down and will provide a suitable area to set up a crushing and stockpiling area. It is estimated there are 4,000 tons of concrete and 6,000 tons of asphalt material to be crushed.

The City will specify the sequence of the material crushing. The following is the expected sequence:

- 1) Concrete pile
- 2) West portion of the asphalt pile consisting of material that was not removed by a milling machine.
- 3) The remainder of the asphalt pile which consists of millings will be crushed last.

This work shall be included in the contract unit price per TON of ASPHALT CRUSHING or CONCRETE CRUSHING.

**2025 Concrete Crushing Program  
City of Effingham, Illinois**

**CONTRACT**

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ 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:

Crush concrete and Crush asphalt (Millings) at the City Maintenance Yard to meet the gradation requirements of the specifications with any setup or teardown operations necessary.

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 quote provided.

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

- 5.1 Progress and final payments will be on the basis of the CONTRACTOR'S applications for payment as approved by the ENGINEER.
- 5.2 Upon completion and approval of the Project, a sum of money equal to the actual quantities used during construction times the various unit costs will be paid.

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

- 6.1 This Agreement
  - 6.2 Exhibits to the Agreement
  - 6.3 Specifications consisting of:  
Standard Specifications and Special Provisions
  - 6.4 The Proposal
- Article 7. MISCELLANEOUS.

- 7.1 Neither the OWNER nor the CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any moneys due or to become due without the prior written consent of the OWNER.
- 7.2 The OWNER and the CONTRACTOR each binds himself, his partners successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 7.3 The Contract Documents constitute the entire agreement between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

Article 8. OTHER PROVISIONS. The undersigned further agrees to 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, City Administrator

Its \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

Abbey Nosbisch, City Clerk

Its \_\_\_\_\_



**2025 Concrete Crushing Program**

**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 April 1, 2016.

The undersigned declares that he has visited the site and is aware of all conditions that are associated with the concrete crushing program.

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 by **March 30, 2026**, 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

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

**SCHEDULE OF PRICES**

Item No.	Item	Quantities	Units	Unit Price	Amount
1	ASPHALT CRUSHING	6,000	Tons		
2	CONCRETE CRUSHING	4,000	Tons		
<b>Total Bid Amount</b>					

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

(If an Individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

(If a Co-partnership)

Firm Name \_\_\_\_\_

By \_\_\_\_\_

Business Address \_\_\_\_\_

Names & Addresses of All  
Members of the Firm

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a Corporation)

Corporate Name \_\_\_\_\_

By \_\_\_\_\_

Business Address \_\_\_\_\_

Names  
of  
Officers

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

**NOTICE OF AWARD**

TO: \_\_\_\_\_

PROJECT: 2025 Concrete Crushing Program

The CITY OF EFFINGHAM has considered the proposed quote submitted by you for the above-described Project dated July 8, 2025.

You are hereby notified that your bid has been accepted for items in the unit price amount of \$\_\_\_\_\_ per TON for Asphalt Crushing and \$\_\_\_\_\_ per TON for Concrete Crushing.

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 30 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, City Administrator

**ACCEPTANCE OF NOTICE**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_

PROJECT: 2025 Concrete Crushing Program

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

You are hereby notified to commence Work by \_\_\_\_\_, 2025 in accordance with the CONTRACT dated \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY OF EFFINGHAM  
Owner

By: \_\_\_\_\_  
Steven W Miller, City Administrator

**ACCEPTANCE OF NOTICE**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_