



INSTRUCTIONS TO BIDDERS

DATE: 05/02/2024

BID REQUEST: 2024 ASPHALT SEALCOATING

Sealed bids will be accepted until **1PM ON 05/16/2024**, and immediately thereafter publicly opened and read aloud at the Arlington Heights Park District Administration Office, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids regardless of when post marked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Arlington Heights Park District Board of Park Commissioners at a regularly scheduled meeting. This project is anticipated to begin: **After August 1 - weather permitting. This project will include crack filling, sealcoating and striping asphalt paths, and an alternate parking lot at three park locations.**

1. Preparation and Submission of Bid Proposal

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including; equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Bid Proposal Form. The Bid Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Proposal Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

2. Requirement of Bidders

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Services; and 2) are able to show that they have adequate laborers and materials to successfully complete the Services as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list at least five (5) service contracts your organization has completed in the past two (2) years, which are comparable in scope, giving the name of the client, client contact and telephone number, and length of contract.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

Initial here if there is nothing to disclose: _____

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the client, client contact and telephone number, and an explanation of the circumstances surrounding the rejection.

Initial here if there is nothing to disclose: _____

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the

contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

Initial here if there is nothing to disclose: _____

Other required submittals include: Bid Proposal; Contractor's Compliance and Certifications. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

3. Examination of Site, Drawings, Specifications

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications, and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

4. Acceptance or Rejection of Bids

The Park District may accept the bid of, and award the Contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder

submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Proposal Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Arlington Heights Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

5. Surety

All bids must be accompanied by a bid bond or bank cashier's check or certified check payable to the Arlington Heights Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Arlington Heights Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Arlington Heights Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS

550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

6. Withdrawal of Bid

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

7. Award, Acceptance and Contract

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for

execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Proposal Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement between Owner and Contractor AIA Document A101-2017, as modified by the Park District (or such other form of agreement or contract selected by Owner), and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

8. Interpretation of the Contract Documents

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than three (3) days prior to opening of bids to the Park District. Address all communications to srohner@ahpd.org at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and/or Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

9. Addenda

Addenda questions are due by 4PM ON 05/09/24. A Pre-bid meeting will be held on 05/09/24 at 10AM at Arlington Lakes Golf Club located at 1211 S. New Wilke Rd.; Arlington Heights, 60005. Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by Email or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

10. Substitutions during Bidding

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents.

Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

END OF SECTION - INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The American Institute of Architects "AIA Document A201-2017 General Conditions of the Contract for Construction," 2007 Edition, as modified by Owner, and included in this Project Manual are the General Conditions.

SUPPLEMENTAL CONDITIONS

The "General Conditions of the Contract, AIA Document A201, 2017 Edition" (the "General Conditions"), as modified by Owner, are hereby amended to include the following:

I. Insurance and Indemnity Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

- A. Commercial General and Umbrella Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$3,000,000 each occurrence**. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, its elected and appointed officials, officers, employees and agents shall be included as an insured under the CGL, **using ISO additional insured endorsement CG 20 10** or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.
- B. Continuing Completed Operations Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial

umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

- C. Business Auto and Umbrella Liability Insurance.** Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 0 1, CA 00 05, CA 00 12, or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- D. Workers Compensation Insurance.** Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.
- E. General Insurance Provisions.**
- 1. Evidence of Insurance.** Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within 10 days of Owner's written request for said copies.
 - 2. Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Bests

Key Rating Guide. If the Bests rating is less than A VII or a Best's rating is not obtained, tile Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall waive all right of contribution and shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents;
2. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Contract Documents;
4. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same;
5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
6. To furnish a Bid Bond in accordance with the Instructions to Bidders;
7. To furnish Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders;

8. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

9. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;

10. That it is understood and agreed that the Arlington Heights Park District reserves the right to: a) accept or reject any or all bids; b) waive any technicalities; c) award to one Bidder the entire Project or to any series of Bidder for an appropriate proportion of the Project; and d) accept Alternates in any order or combination and to determine low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Submitted this ____ day of _____, 2022

Name: _____
By: _____
Signature _____
Title: _____

SUBSCRIBED AND SWORN TO before me
this _____ day of _____ 2022

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF _____)

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.

- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ not less than ninety percent (90%) Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.

- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors,

employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Arlington Heights Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: _____

STATE OF _____)

)SS

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Arlington Heights Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/2015/july/COUNTY.HTM>. As required by the Prevailing Wage Act, any and all such revisions supersede the Department of Labor's June determination. Bidders and Contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this Project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the Contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

END OF SECTION – PREVAILING WAGE RATES

SCOPE OF WORK

SEALCOATING

- 1) General Conditions and requirements: Administration, Portable Toilets, if necessary, safety measures, protective measures, pedestrian and traffic control and debris removal and disposal, etc.
- 2) Crack-filling at all locations in quantities shown on the Bid Worksheet.
- 3) Striping as shown on the plans and called out on the Bid Worksheet.
- 4) Sealcoating at all locations and square footages called out on the Bid Worksheet.
- 5) Striping to Match existing including ADA markings if applicable, non-thermoplastic, 1 coat (White or Blue) to match. Including curb striping, Fire Lane markings, no parking markings, arrows, lines and stop lines.
- 6) Locations are to be marked off for minimum 24 hours to traffic.
- 7) All locations should be bid as if to be awarded individually or in no particular combination. The large parking lots will be incorporated first.
- 8) Locations and **preferred work date ranges** at:
 - a. Prairie Park-1681 S. Belmont Ave.; Arlington Heights, IL 60005- **8/1 to 9/15**:
<https://maps.app.goo.gl/ErF79JtxHJLVU6sd8>
 - b. Melas Park-1500 W Central Rd.; Mount Prospect, 60056 - **8/1 to 9/15**:
<https://maps.app.goo.gl/pDmbhgTVhKjrlgs7>
 - c. Arlington Lakes Golf Club-1211 S. New Wilke Rd; Arlington Heights, 60004 – **9/15-10/1**: <https://maps.app.goo.gl/Q5D38KysUhpWZjph9>

SCHEDULE

COMPLETION OF WORK

The Owner requires the project is completed by: **OCTOBER 1, 2024.**

CONSTRUCTION SCHEDULE SUBMITTAL

- A. Preferred Late Summer/Fall work date ranges listed above due to baseball leagues and minimizing lost revenue at the golf course. Weekday work requested due to games. Golf course to be completed with the paths by the back 9 holes first, then the front area last to allow golfers to keep playing.
- B. Within ten (10) calendar days of Notice of Award, Bidder shall submit and review with the Owner a delivery schedule identifying the sequencing of events.
- C. Access to the work area is to be controlled by the Contactor with barricades and traffic cones as necessary in all work areas until such time as new work is traffic ready. Closing of portions of parking lots must be coordinated with Owner. All work to be completed in a neat and workmanlike manner.

AFFIDAVIT OF EXPERIENCE

_____, being duly sworn, says that he/she is

_____ of _____,
(Sole Owner, Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract: (list project name, contact, phone number and date of completion). I/we hereby authorize the Plainfield Park District to contact the individuals listed below. Please list at least five (5) projects of similar cost and scope. Contractor may attach an additional sheet of references.

Project Name **Contact** **Phone #** **Completion Date**

<u>Project Name</u>	<u>Contact</u>	<u>Phone #</u>	<u>Completion Date</u>

(Signature)

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Seal

(Notary Public)

My commission expires: _____

BID FORM
Arlington Heights Park District – 2024 ASPHALT SEALCOATING

Proposal of _____.

Hereinafter called "BIDDER", (a)/(an) _____ (corporation, partnership, individual)

Doing business as _____

To the Arlington Heights Park District, hereinafter called the "Owner".

The Bidder, in response to your advertisement for bids for **2024 ASPHALT SEALCOATING** having examined the Specifications and other Contract documents, hereby proposes to furnish and deliver all materials and supplies in accordance with the Contract Documents and install same, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Arlington Heights, Illinois.

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents:
 Addenda Numbers: _____, _____, _____, _____, _____, _____

Bidder hereby agrees to schedule late summer/fall work within ten (10) days after receipt of "Notice to Proceed" from the Owner and to substantially complete the project as specified in the Bid Packet. Bidder agrees to perform all of the work described in the Contract Documents for the following price:

TOTAL BASE BID \$ _____
 (Melas & ALGC Paths)

ALTERNATE #1 – Prairie Park Path \$ _____

ALTERNATE #2 – Prairie Parking Lot \$ _____

UNIT PRICING

WORK	UNITS	UNIT PRICE
Sealcoat (Spray Applied)	SF	\$
Sealcoat (Brush Applied)	SF	\$
Restripe	LF	\$
Crack-fill	LF	\$

*****Items above will be provided at unit cost as needed and approved by the District first *****

BID WORKSHEET

BASE BID

LOCATION	WORK	AREA/UNITS	UNIT PRICE	EXTENDED PRICE
Melas Walkways	Sealcoat, Crack-fill (2000 LF allowance), & Re-stripe center line only	55,000 +/-SF	\$	\$
Arlington Lakes Golf Club Paths	Sealcoat & Crack-fill (8,000 LF allowance)	187,000 +/-SF	\$	\$

TOTAL BASE BID (record on BID FORM) \$ _____

ALTERNATE BID #1

LOCATION	WORK	AREA/UNITS	UNIT PRICE	EXTENDED PRICE
Prairie Park Paths	Sealcoat & Crack-fill (500 LF allowance)	7,900 +/-SF	\$	\$

TOTAL ALTERNATE BID #1 (record on BID FORM) \$ _____

ALTERNATE BID #2

LOCATION	WORK	AREA/UNITS	UNIT PRICE	EXTENDED PRICE
Prairie Park Parking Lot	Sealcoat, Crack-fill (2000 LF allowance) & Restripe parking lot as shown on the plans	20,000 +/-SF	\$	\$

TOTAL ALTERNATE BID #2 (record on BID FORM) \$ _____

SUBCONTRACTORS AND SUPPLIERS LIST

The subcontractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Subcontractors / Assignment

Suppliers / Materials

SECTION 01010 - SUMMARY OF WORK

DIVISION 1 - GENERAL REQUIREMENTS

1.00 GENERAL

1.01 SUMMARY

A. Description:

1. Sealcoating, Crack-filling & Striping

B. Project Sites:

1. Arlington Lakes Golf Club (ALGC) – 1211 S. New Wilke Rd; Arlington Heights, 60005
2. Melas Park – 1500 W. Central Rd.; Mount Prospect, IL 60056
3. Prairie Park – 1681 S. Belmont Ave.; Arlington Heights, IL 60005

1.02 CONTRACTS

A. Construct the work under a single fixed-price contract (lump sum amount) in accordance with the specifications & drawings.

1.03 WORK SEQUENCE AND COORDINATION

Coordinate the construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work.

1.04 CONTRACTORS USE OF PREMISES

A. Contractor shall limit the use of the premises for work and for storage and to allow for work by Owner.

B. Coordinate use of premises under direction of the Owner's representative.

C. Assume full responsibility for the protection and safekeeping of materials and equipment under this Contract, stored on the site.

D. Move any stored equipment or materials under Contractor's control, which interfere with operations of the Owner or separate contractor.

E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.05 OWNER OCCUPANCY

A. Owner may occupy the premises during the entire period of construction for the conduct of his normal operations and construction. Cooperate with Owner's Representative in all construction operations to minimize conflict, and to facilitate Owner usage.

B. Contractor shall, at all times, conduct all their operations as to ensure the least inconvenience to the general public.

1.06 CONTRACTORS RESPONSIBILITY

A. Contractor shall provide layout of site development and establish and guarantee all main lines, levels, etc. to be called for on the drawings.

B. Contractor shall be responsible for the lines, level, etc. of all his or her subcontractors.

1.07 LIMITS OF CONSTRUCTION AND CONSTRUCTION TRAFFIC

Construction traffic and staging shall be permitted only within the construction limits or construction fence limits as indicated on the plan. The Contractor shall be responsible for repair of any areas disturbed outside this area.

1.08 STORM WATER STRUCTURES AND LINES

The Contractor is responsible for locating all existing storm water structures and lines prior to making connections to them, and to determine if they are functioning properly. All storm water lines intercepted during site excavations shall be repaired or abandoned as determined by the Owner's representative.

1.09 CONSTRUCTION VEHICLE PARKING

It will be the responsibility of the Contractor to control construction vehicle parking. Vehicles will not be permitted within the work zone unless they are engaged directly in the work in progress.

1.10 UNDERGROUND UTILITIES

The Contractor is responsible for locating and identifying all existing underground utilities prior to beginning any excavation or trenching. Contact J.U.L.I.E. prior to commencing work.

1.11 WORKMANSHIP

High quality, first class workmanship, will be expected for all phases of this Contract. Any element of completed work found unacceptable or not meeting standards will be removed and replaced with acceptable workmanship by the Contractor at the sole cost and expense of the Contractor

END OF SECTION- 01010

SEALCOATING – 2510

1.0 **SCOPE:**

All references to Section or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation. This recommended practice covers the application of asphalt-based pavement Sealer. This application serves as weather protection, beautification of surface, and aliphatic-solvent (petroleum distillates such as gas, oil and diesel) resistant seal for asphaltic concrete pavements of airport ramps, taxiways and fueling aprons, parking lots and driveways.

2.0 **MANUFACTURERS:**

2.1 **PRODUCT NAME**

MasterSeal (or approved equal) Concentrate (or approved equal) Asphalt Based Pavement Sealer.

2.2 **MANUFACTURER**

SealMaster (or approved equal) has a nationwide network of manufacturing and distribution facilities.

Phone: 800-395-7325

www.sealmaster.net

3.0 **MATERIALS**

3.1 **PRODUCT DESCRIPTION & BENEFITS**

MasterSeal (or approved equal) Concentrate is a mineral filled asphalt emulsion pavement sealer designed to protect and beautify asphalt pavement. Master Seal (or approved equal) concentrate is formulated to be job-mixed with water and aggregate.

3.2 Basic Uses: MasterSeal (or approved equal) Concentrate is designed to beautify and protect asphalt pavement surfaces including parking lots, airports, driveways, shopping malls, roadways, and more.

3.3 Composition: MasterSeal (or approved equal) Concentrate is a mineral filled asphalt emulsion pavement sealer fortified with special surfactants to promote superior adhesion and durability. Select aggregate is job mixed to produce a slip-resistant coating.

3.4 Sizes: MasterSeal (or approved equal) Concentrate is available in 4,000 gallon bulk tankers, 55-gallon drums, and 5- gallon pails.

Color: MasterSeal (or approved equal) Concentrate dries to a deep, rich black color.

3.5 Limitations: MasterSeal (or approved equal)

Concentrate shall not be applied when temperature is expected to drop below 50°F at any time within a 24-hour period after application.

3.6 **TECHNICAL DATA**

MasterSeal (or approved equal) Concentrate meets the performance standards of ASTM D- 2939.

3.7 Environmental Considerations: MasterSeal (or approved equal) Concentrate does not contain asbestos. MasterSeal (or approved equal) Concentrate is an environmentally friendly water-based pavement sealer containing less than 150 grams per liter volatile organic content (VOC).

3.8 Physical/Chemical Properties: MasterSeal (or approved equal) Concentrate is a premium quality pavement sealer that meets the following material requirements when tested in accordance with ASTM D 140, ASTM D 466, ASTM B117, ASTM D 529, ASTM D 2939, and ASTM D244 procedures.

4.0 **INSTALLATION**

4.1 Surface must be clean and free from all loose material and dirt. Pavement surface repairs should be made with a suitable hot or cold asphalt mix. Cracks should be filled with SealMaster (or approved equal) hot pour or cold applied crack fillers. Treat all grease, oil, and gasoline spots or stains with SealMaster (or approved equal) Petro Seal™ or Prep Seal™. *Methods*: MasterSeal (or approved equal) Concentrate shall be applied by either pressurized spray application equipment or self-propelled squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand added. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of pavement sealer mixture throughout the application process. Self-propelled squeegee equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of sealer into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

4.2 Mixing Procedures: For optimum results, MasterSeal (or approved equal) Concentrate Pavement Sealer shall be mixed in accordance with the following mix design (based on 100 gallons for ease of calculation): MasterSeal (or approved equal) Concentrate 100 gals. Water 15-25 gals. Zetac or Top Tuff Polymer Additive 2 gals. Sand.

5.0 **EQUIPMENT:**

All tools and equipment necessary to perform the contract in accordance with the specified terms and conditions, such as brushes, hand squeegees, pumps and hose equipment, storage tanks, mixing tanks, water distributor, power sweepers, blowers, barricades and applicator equipment shall be provided as required by the contractor. All methods employed in performing the work and all equipment necessary for executing any part of the work shall be subject to approval by the Project Administrator before work is started, and when found unsatisfactory will be corrected. All equipment will be in good working condition.

5.1 Spray equipment used on the job shall have mechanical mixing devices incorporated in their construction to assure homogeneous mixing of the emulsion and required additives. The pumping system must be adequate to apply a uniform coating at the specified rates of application. Equipment requiring pressurization of the mixing tank for distribution will not be used.

5.2 Motorized squeegee application equipment used on the job will have two or more devices such as squeegees and/or drag broom assemblies to assure even distribution of the tar emulsion system. Mechanical mixing devices will be incorporated into the construction of the applicator to assure homogeneous mixing of the emulsion and required additives.

5.3 Mixing or agitating equipment may be either portable powered or a tank-type power mixer. In any case, mixers shall be of sufficient capacity to assure homogeneous mixing of the emulsion and required additives and to maintain complete suspension of mineral aggregate until the emulsion system is applied to the pavement. All storage tanks or drop

tankers shall be equipped with mechanical agitators or circulation systems sufficient to keep the refined tar emulsion homogenous during storage.

6.0 PREPARATION OF SURFACES:

- 6.1 Allow new asphalt to cure. Cure time varies with type of asphalt, aggregate, weather conditions and construction procedures. Hot mix asphalt will usually cure in 30-90 days. Cold mix pavements should have at least 90 days to cure. Required cure time should be determined by the Park District and a written order to proceed will be furnished to the contractor.
- 6.2 Wide cracks, extensive alligator cracking patterns, soft or sunken spots indicate that the pavement and/or base should be repaired or replaced. Extensive patching shall be allowed to cure prior to seal coating in accordance with 5.1.
- 6.3 Thoroughly inspect the pavement for minor cracks and other imperfections. Ignore hairline cracks. Cracks of approximately ¼-3/4 inch wide should be cleared of debris and filled with an approved crack sealant in accordance with manufacturer's specs. (See Section 2515).
- 6.4 Remove oil and grease spots that have not permanently damaged or softened the pavement by scrubbing with a detergent and flushing with water until a water-break-free surface is obtained. Oil and grease spots with deeper penetration will be treated by burning with hand held propane torch and then coating the spot with an approved oil spot primer such as Tar-Prime. If the oil spot is so severe as to cause permanent deterioration of the pavement, or if the pavement has failed due to other causes, the pavement shall be removed to the full depth of the damage and replaced with new asphalt pavement in accordance with paragraph 5.1.
- 6.5 Old traffic control lines may be blackened with black epoxy or black acrylic coatings. Excessive build-up of lines should be abraded before any prime coats of asphalt or tar emulsion are applied.
- 6.6 Highly oxidized or weathered surfaces shall be primed. Prim with SS-1, SS-1h, CSS-1, CSS-1h asphalt emulsions or with Tar-Prime Refined tar emulsion. Asphalt emulsions shall be diluted one part asphalt emulsion to 5 parts potable water and uniformly applied to the pavement at a rate of 0.10+/- 0.02 gallon per square yard. Tar Prime shall be diluted one part Tar Prime to two parts water and applied at a rate of 0.07-0.10 gallons per square yard. The prime shall be allowed to cure for 24 hours before applying pavement sealer.
- 6.7 Immediately before application of sealer, clean the surface of all loose dust, dirt, leaves and any other foreign materials by sweeping, blowing, flushing with water or any combination of the three.

7.0 MIX DESIGN AND APPLICATION RATES:

- 7.1 One gallon of MasterSeal (or approved equal) Concentrate will cover approximately 100 - 120 square feet per coat when properly mixed and applied. These projects require two coats of pavement sealer to be applied to all areas.
- 7.2 Latex additives: The latex additive will be added at the specified rate as indicated in the job mix formula +/- 0.25%. Undiluted latex will first be diluted with an equal volume of water and added slowly to the emulsion after mix water and prior to the addition of any

sand. Latex will be added while the mixer is in operation to assure uniform dispersion and no coagulation of the latex. Diluent water added to the latex will be considered part of the mix water required in paragraph 6.1

- 7.3 Sand will be slowly added after the mix and any required latex additives have been dispersed into the tar emulsion. Again, the mixer will be in operation during the addition of the sand to assure uniform dispersion and to prevent overloading of the mixing device. Additional amounts of water may be added if necessary, should the tar emulsion system become too thick to be uniformly applied. Additional water will be added only after the Project Administrator has been notified, and additions will not exceed those amounts expressly stipulated by the Project Administrator.
- 7.4 Slow mixing shall be continuous from the time all materials are placed into the mixer until the pavement sealer mix is applied by the application equipment. During the entire mixing process, no breaking segregating, or hardening of the emulsion and no balling or lumping of the aggregate shall be permitted.
- 7.5 The coating shall be applied uniformly over the entire pavement surface and free of voids and pinholes. When pavement temperatures are in excess of 120 degrees F, fog spraying of pavement with clean water is recommended to achieve better bond and even spreading of material. Fog spray shall dampen pavement without leaving puddles.
- 7.6 Subsequent coats will be applied only after the previous coat has dried for no less than 4 hours under ideal conditions. Ideal conditions are temperatures in excess of 70 degrees F, sunshine and less than 60% relative humidity. Marginal conditions can require curing times greater than 4 hours. Subsequent coats should be applied at right angles to the previous coat, if possible.
- 7.7 Sealer will not be applied unless the temperature is a minimum 50 degrees F and rising and pavement temperature is 60 degrees F and rising. Work will be completed so that there is a minimum of two hours of direct sunlight remaining after completing the day's work. Sealer will not be applied under rainy or wet conditions such as an overcast sky with high humidity. UNDER NO CIRCUMSTANCES will work be performed under cold and/or wet conditions, nor will tar emulsion be used that has been subjected to freezing weather.
- 8.0 **INCIDENTALS:**
- 8.1 The contractor and Park District Staff will coordinate their activities with each other to insure the availability of the work area as not to delay the execution of the project, to maintain traffic flow and to minimize activities that might be detrimental to the work in progress such as automatic sprinkler systems, other customers or construction traffic.
- 8.2 The contractor will notify the Park District Representative of pavement areas that he feels have so deteriorated or have other outside factors such as poor drainage, improper construction, etc. that will render the application of a seal coat ineffective.
- 8.3 Striping will be done with a latex or acrylic paint approved by the manufacturer. No striping will commence until the seal coat to be striped has cured for at least 24 hours. See section 2525 Pavement Markings.

- 8.4 Access to the work area is to be controlled by the contactor with barricades and traffic cones as necessary in all work areas until such time as new work is traffic ready. Closing of portions of parking lots must be coordinated with Owner. All work to be completed in a neat and workmanlike manner.

END SECTION 2510

CRACK FILL - 2515

PART 1 GENERAL:

1.1 DESCRIPTION & BENEFITS

All references to Section or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation

CrackMaster PL (or Approved Equal) is a single component, hot applied crack and joint sealant. When melted and properly applied, it forms a resilient crack sealant for both asphaltic and cementitious pavements. CrackMaster PL forms a lasting seal that resists tracking in warm climates.

- A. Basic Uses: Hot Pour Crack Sealant is designed to seal expansion joints, longitudinal and traverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete pavements.
- B. Composition: As supplied, CrackMaster is supplied in solid blocks comprised of asphaltic resins and synthetic polymer rubber.
- C. Sizes: CrackMaster PL is supplied in 50 lb. cardboard cartons containing two 25 lb. blocks of material per carton.
- D. Color: Black
- E. Limitations: Do not overheat material. Cracks must be free from moisture, dust, loose aggregate and other contaminants prior to application. Not recommended for cracks in excess of 1" wide.

1.2 RELATED WORK

- A. Seal Coating SECTION 2510
- B. Pavement Markings SECTION 2525

1.3 REFERENCE STANDARD

- A. American Society for Testing and Materials (ASTM)

1.4 Submit three (3) copies of product data and specifications (Alternate only)

1.5 JOB CONDITIONS

- A. Weather Limitations
 - a. As specified in the IDOT Standard for Road and Bridge Construction
 - b. Do not apply when base surface is wet or contains an excess of moisture which would prevent uniform distribution and required penetration.

2.0 MATERIALS

CrackMaster PL meets the following material requirements when tested in accordance with ASTM D6690. (see chart below). Environmental Considerations: CrackMaster PL is considered a non-hazardous material.

Chemical & Physical Analysis

Recommended Pour Temperature	370-390 degrees F
Maximum Heating Temperature	400 degrees F
Penetration (50 gr/5 sec)	30-45
Resiliency	40% min
Flow at 140 degrees F	8mm
Softening Point	200 degrees F min.
Ductility @77 degrees F	30 cm
Tensile Adhesion	500%
Viscosity @375 degrees F	60+- 10 poise
Flexibility @ 20 degrees F (1" Mandrel)	Pass
Specific Gravity	1.18
Asphalt Compatibility	Compatible

2.1 MANUFACTURER SOURCE (OR APPROVED EQUAL)

ThorWorks Industries, Inc.

2520 S. Campbell St

Sandusky, OH 44870

PH: 800-326-1994

Fax: 419-626-5477

www.thorworks.com

Phone 1-800-395-7325 or visit www.sealmaster.net to find the location near to you.

3.0. INSTALLATION

Proper surface preparation will facilitate adequate adhesion and consequently the maximum service life of the sealant. The crack must be free from moisture, dust, and loose aggregate. Routing or wire brushing are preferred methods followed by compressed air heat lance immediately prior to sealing. The substrate and air temperature must be above 42 degrees F.

3.1 METHODS

- A. CrackMaster PL shall be melted in a conventional oil-jacketed unit equipment with an agitator and temperature control device for both material and heat transfer oil. Carefully insert blocks of material (with plastic bag) into melting equipment with agitator turned off. Load material slowly to avoid splashing. After the initial load of material has reached the recommended pouring temperature (370-390 degrees F), fresh material may be added as sealant is used. Melt only enough material that will be used the same day. Avoid overheating material. Excessive heat could cause material to gel in the equipment or fail in crack and joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose of it.

IMPORTANT: Protective apparel is recommended with application of CrackMaster PL. The extremely hot material will cause severe burns on contact with skin. OSHA Safety Regulations require workers to wear the following types of safety attire (see current OSHA/Safety Regulations for additional information): Hard hat with face shield; long sleeved shirt buttoned at the wrist; heat resistant gloves; long, cuffless

pants; and safety toed work boots. Make certain all area around melter is clear of all debris and flammable materials. Avoid breathing vapors. Use with adequate ventilation.

- B. Mixing Procedures: Use material as supplied. Do not blend with other materials. After CrackMaster PL is melted it should be agitated or recirculated.
- C. Application: Apply heated CrackMaster PL using either a pump or wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide). The cooled sealant height should not exceed 1/8" above surrounding pavement. Using a sealing shoe or squeegee, band the material 2 to 3 inches wide over the crack.
- D. Estimating Material Requirements: use the following chart as a guideline for estimating material requirements (based upon pounds of material needed for 100 feet of cracks):

Crack Width	Depth	Lbs./100 feet
3/8"	3/8"	6.9 lbs.
3/8"	1/2"	9.3 lbs.
1/2"	1/2"	12.3 lbs.
1/2"	1"	24.7 lbs.
3/4"	1/2"	18.5 lbs.
3/4"	3/4"	27.8 lbs.

The above coverage rates are only a guideline. Actual material usage may vary due to width of application and thickness of material above pavement surfaces.

- E. Precautions: Cracks must be free from moisture, dust, dirt and debris. Both substrate and air temperature must be above 40 degrees F. Keep boxes of material dry during storage. Do not store in direct sunlight.

END OF – SECTION 2515

PAVEMENT MARKINGS-2525

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Parking lot markings, including parking bays, crosswalks, arrows, and handicapped symbols.

1.2 RELATED REQUIREMENTS

- A. Section 2515- Sealcoating
- B. Section 2510- Crack-filling

1.3 REFERENCE STANDARDS

- A. MPI (APL) – Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current edition, www.paintinfo.com.
- B. FHWA MUTCD – Manual on Uniform Traffic Control Devices for Streets and Highways; U.S. Department of Transportation, Federal Highway Administration; <http://mutcd.fhwa.dot.gov>; current edition.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations
 - 2. Storage and handling requirements and recommendations
 - 3. Installation methods
- B. Maintenance Materials: Furnish the following Owner's use in maintenance of project.
 - 1. Extra Paint: (2) containers, (1) gallon size, of each type and color.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver paint in containers of at least (5) gallons accompanied by batch certificate.
- B. Store products in manufacturer's unopened packaging until ready for installation.
- C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.6 FIELD CONDITIONS

- A. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.7 GUARANTEE

- A. Guarantee all work within this section for one year following final acceptance and in accordance with General and Supplementary Conditions.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Line and Zone Marking Paint: MPI No.97 Latex Traffic Marking Paint; color(s) as indicated.
 - 1. Parking Bays, crosswalks and striping: White
 - 2. Handicapped Symbols and striping: Blue

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify owner of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- B. Clean surfaces thoroughly prior to installation.
 - 1. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, rinsing with water, or a combination of these methods.
- C. Where oil or grease are present, scrub affected areas with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application; after cleaning, seal oil-soaked areas with cut shellac to prevent bleeding through the new paint.
- D. Establish survey control points to determine locations and dimensions of markings; provide templates to control paint application by type and color at necessary intervals.
- E. Temporary Pavement Markings: When required or directed by owner, apply temporary markings of the color(s), width(s) and length(s) as indicated or directed.
 - 1. After temporary marking has served its purpose, remove temporary marking by carefully controlled sandblasting, approved grinding equipment, or other approved method so that surface to which the marking was applied will not be damaged.
 - 2. At Contractor's option, temporary marking tape may be used in lieu of temporary painted marking; remove unsatisfactory tape and replace with painted markings at no additional cost to Owner.

3.3 INSTALLATION

- A. Begin pavement markings as soon as practicable after surface has been cleaned and dried.
- B. Do not apply paint if the temperature of surface to be painted or the atmosphere is less than 50 degrees F or more than 95 degrees F.
- C. Apply in accordance with manufacturer's instructions using an experienced technician that is thoroughly familiar with equipment, materials, and marking layouts.
- D. Comply with FHWA MUTCD manual (<http://mutcd.fhwa.dot.gov>) for details not shown.
- E. Apply markings in locations determined by measurement from survey control points; preserve control points until after markings have been accepted.
- F. Apply uniformly painted markings of color(s), length(s), and width(s) as indicated on the drawings true, sharp edges and ends.
 - 1. Apply paint in one coat only
 - 2. Wet film thickness 0.015 inch, minimum
 - 3. Width tolerances: Plus/minus 1/8 inch
 - 4. The applied lines shall have a uniform cross section and a uniform width of 4 inches + ¼ inch.

- G. Parking Lots: Apply parking space lines, entrance and exit arrows, painted curbs, and other markings indicated on the drawings.
 - 1. Mark the international Handicapped Symbol at indicated spaces
 - 2. Had application by pneumatic spray is acceptable.
- H. Symbols: Use a suitable template that will provide a pavement marking with true, sharp edges and ends, of the design and size indicated.

3.4 DRYING, PROTECTION AND REPLACEMENT

- A. Protect newly painted markings so that paint is not picked up by tires, smeared, or tracked.
- B. Provide barricades, warning signs, and flags as necessary to prevent traffic crossing newly painted markings.
- C. Allow paint to dry at least the minimum time specified by the applicable paint standard and not less than that recommended by the manufacturer.
- D. Remove and replace markings that are applied at less than minimum material rates; deviate from true alignment; exceed length and width tolerances; or show light spots, smears, or other deficiencies or irregularities.
- E. Remove markings in manner to avoid damage to the surface to which the marking was applied, using carefully controlled sand blasting, approved grinding equipment, or other approved method.
- F. Replace removed markings at no additional cost to Owner.

END OF SECTION-2525

EXHIBITS - MAPS

Download the 2024 Asphalt Sealcoating Drawings from our website under "Bids" to view each site.