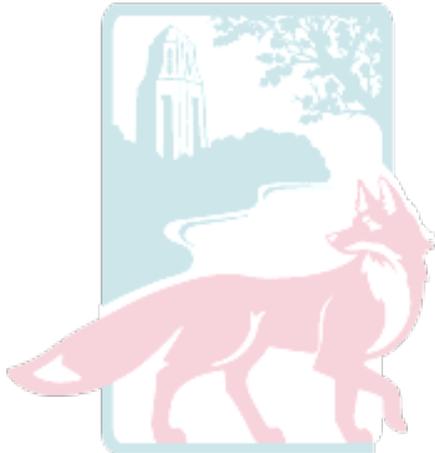


INVITATION TO BID
AND
SPECIFICATIONS
FOR

2019 Crack Filling



CITY OF
CITY OF ST. CHARLES
ILLINOIS

2019

ILLINOIS • SINCE 1834

SOLICITATION #1054

BID OPENING: July 8, 2019

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SPECIFICATION #1054

BID OPENING : July 8, 2019

SECTION 1
NOTICE TO BIDDERS

Sealed bids will be received by the City of St Charles, Illinois for the project entitled “2019 Crack Filling” prior to 10:15 am on Monday, July 8, 2019 at the Office of the Procurement Division Manager located at 2 East Main Street, St Charles, Illinois 60174. Sealed bids shall be labeled “Sealed bid #1054 – 2019 Crack Filling.”

Bids will be publicly opened and read aloud at 2 East Main Street, St. Charles, IL 60174 on Monday, July 8, 2019 at 10:15 am.

All sealed envelopes must be clearly marked for which bid they pertain to.

CITY OF ST. CHARLES

SECTION II
INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the Bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles Bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All Bids submitted are binding for sixty (60) calendar days following the date of the Bid opening.**
- B. All Bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One Bid per Bidder is allowed.
- C. The award of Bids shall be made, after determination of the successful Bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful Bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all Bids, and to accept the Bid, which is in the opinion of the City Council, the lowest conforming Bid from a responsible Bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All Bids must be Bid on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and Bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the Bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful Bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful Bidder.

The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's

Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning Bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning Bidder to purchase items for the Bid project, tax free. It is the intent that the contractor will include the savings into the bid or Bid.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

- H. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30p.m. - 3:30 p.m.
- I. Each Bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
- J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
- K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.
- L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

REQUIRED _____ **x** _____ NOT REQUIRED _____

2. **MATERIALS:**

Only new, unused, first quality material and/or equipment shall be offered by the Bidder.

3. **BID RESULTS:**

Bid results may be available on the City's website, www.stcharlesil.gov, once they are tabulated or approved. In the alternative, the Bidder may supply a self-addressed, stamped envelope for obtaining Bid results. **NO** Bid results will be given by telephone.

4. **ADDENDUM**

Any interpretation of the specifications or other changes may be made available on the City's web page under the "Bid & Proposals" page. It is the responsibility of the Bidder to check periodically with the web page on updates and addendums.

5. **BID DEPOSIT**

A 10% Bid deposit (certified check, cashier's check, or bank draft) or Bid bond **is** required to accompany this Bid. Failure to do so will eliminate the Bid.

REQUIRED _____ **NOT REQUIRED** _____ **x** _____

6. **PERFORMANCE & PAYMENT BONDS**

A performance bond in the amount of 100% of the Bid submitted **is** required within ten (10) calendar days of acceptance of the Bidder's proposal by the City. The performance bond of the successful Bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance and payment bonds shall cover payment for all labor and material, and insure completion of the project. The Bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance and payment bonds shall be in conformance with the requirements of the Illinois Act in relation to bonds of Bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

REQUIRED _____ **NOT REQUIRED** _____ **x** _____

7. **GENERAL GUARANTY**

The Bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the Bidder shall be subject to the approval of the City of St. Charles.

9. **DEFAULT**

The contract may be cancelled or annulled by the Purchasing Manager in whole or in part by written or electronic (Email) notice of default to the Bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest Bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his or her Bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Certificate of Insurance Requirements.

The Bidder **shall** secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the Bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The Bidder shall furnish Certificates of Insurance to the City Finance Department Purchasing Office before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED _____ **X** _____ NOT REQUIRED _____

For this specific project, the City of St. Charles is requiring a liability umbrella of \$5,000,000 (aggregate for this project).

REQUIRED _____ NOT REQUIRED _____ **X**

11. **CERTIFICATE OF COMPLIANCE**

All Bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **HEALTH AND SAFETY ACT**

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

The successful Bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker’s name, address, telephone number (when available), the last four digits of the worker’s social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending

times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

REQUIRED _____ x _____ NOT REQUIRED _____

14. **EXECUTION OF CONTRACT, INSURANCE, & PERFORMANCE & PAYMENT BONDS**

The successful Bidder, within ten (10) business days after acceptance of the Bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance and payment bonds when required by the bid documents. In the event that the Bidder fails to furnish required documents, insurance, and performance and payment bonds within ten (10) business days after acceptance of the Bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the Bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. **RELEASE OF BID DEPOSITS**

Within a reasonable time after the Bid opening, Bid deposits of all except the three lowest responsible Bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the Bid documents.

16. **EQUAL OPPORTUNITY EMPLOYER**

The City of St. Charles is an equal opportunity employer, and all Bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. **VETERANS PREFERENCE**

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie Bid arise between local OR non-local Bidders.

SPECIAL PROVISIONS
FOR
2019 CRACKFILLING PROGRAM

The following SPECIAL PROVISIONS supplement the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016, the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2018, and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids. These Special Provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern.

**2019 CRACKFILLING PROGRAM
IN ST. CHARLES, IL, KANE COUNTY**

The City of St. Charles Standard Specifications shall also be included in these Special Provisions and any questions or conflict will be resolved by the City Engineer.

LOCATION OF IMPROVEMENT

This project is located at various locations in the City of St. Charles, Illinois. See attached location map for specific locations and limits.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

DESCRIPTION OF PROJECT

The proposed improvement is officially known as the **2019 Crackfilling Program** and will include the application of fiberized crackfilling material.

The fiberized crackfilling consists of cleaning and sealing of any cracks, voids or joints 2" (50 mm) in width or less with asphalt cement reinforced by polypropylene fibers. The work will be performed on various City streets as indicated in these specifications and as directed by the Engineer. Some of the street locations will require cleaning and sealing the curb-line joint and other locations will have the curb-line joint omitted from the scope of this work. The location list included with this specification will indicate which street locations will require curb-line sealing.

This contract shall include all of the necessary labor, equipment, materials and traffic control required to complete this fiberized crackfilling work.

BID SUBMITTAL REQUIREMENTS

The following documents must be included with the submitted bid:

- a. BLR 12200 – Local Public Agency Formal Contract Proposal
- b. BLR 12200a – Schedule of Prices
- c. BLR 12326 – Affidavit of Illinois Business Office
- d. BLR 12230 – Proposal Bid Bond

PRE-CONSTRUCTION MEETING:

Upon execution of the contract with the successful bidder, the City will schedule a meeting with the Contractor. The Contractor shall submit his progress schedule at or before this meeting. In attendance shall be the Contractor's representative on the job, i.e., Construction Superintendent or Foreman.

1. Purpose - To discuss and resolve any problems regarding the work prior to the Contractor starting work. This includes the schedule of construction operations and interpretation of the Special Provisions and/or plans.
2. Attendance - City Engineer, representatives of other city departments, Contractor, Utility Company representatives, if utility work or adjustments are required. Also, any other person as may be deemed necessary.
3. Specification information regarding source of materials, who is responsible for testing of materials, what, if any, work will be sublet, responsibility for maintaining traffic or detours and any other problems relating to the work are to be discussed.
4. A roster will be prepared which will list the names, addresses and telephone numbers of all parties concerned. Emergency contact persons and 24 hour-a-day phone numbers shall be listed.

CONSTRUCTION COMPLETION TIME:

The work under this contract must be completed by **October 15, 2019**. The work shall not commence until after September 3, 2019 without prior approval of the City Engineer. **The City Engineer may consider, at his discretion, an earlier start date if forecasted weather conditions are considered to be favorable for the work. The contractor shall request in writing an early work start date no later than 72 hours prior to starting work.**

All contract work shall be one hundred percent (100%) complete by October 15, 2019. The contractor will be assessed liquidated damages for failure to meet the required completion dates. Other provisions of these specifications pertaining to weather conditions and ambient air temperatures are also applicable to work performed in these timeframes.

PUNCH LIST ITEMS:

Throughout the duration of the project, the Engineer shall submit periodic punch list items to the Contractor. These items must be complete within 5 calendar days after the Engineer notifies the Contractor of these items. Liquidated damages will be assessed if these items are not complete to the satisfaction of the Engineer within the 5 calendar days. Punch list items and dates will be strictly enforced and documented with the Contractor via the "Weekly Report of Resident"- BC 239.

WARRANTIES:

Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions FOR A PERIOD OF ONE YEAR from date of final acceptance and final payment unless otherwise specified in these special provisions. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, the City shall notify the Contractor. At the Contractor's expense, the Contractor shall replace, repair or adjust the material, item or work to correct the condition to the complete satisfaction of the City.

PAYMENT FOR COMPLETED WORK:

Payments shall be subject to retainage by the City as follows:

There shall be deducted from the amount so determined for the first fifty (50) percent of the completed work a sum of ten (10) percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After fifty (50) percent or more of the work is completed, the Engineer may, at his discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five (5) percent of the total adjusted contract price.

In addition, the City may keep any money which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary thereof, to the payment of any expenses, losses, or damages, as determined by the City Administrator, incurred by the City; and may retain, until all claims shall have been settled so much of the moneys as the City Administrator shall be of the opinion will be required to settle all claims against the City and its officers and agents as herein elsewhere specified, and all claims for labor on the work, and also all those claims for materials for the work notice of which signed and sworn to be the claimants, shall have been properly filed.

Payment requests must be accompanied with:

- Affidavit of Payment Obligations from the general contractor detailing the amounts due for the specific portions of the progress payment.
- Waiver of Lien to Date from the general contractor in the amount of the progress payment.
- Waiver of Lien to Date from each subcontractor, suppliers and materialmen listed in the general contractor's affidavit current to the extent and value of the work reported in the previous payment request.

Prior to the Final Payment, the Contractor shall also provide Final Waiver of Lien for his Company, all subcontractors, suppliers and material men.

Illinois law also requires contractors to supply certified payroll records to the City of St. Charles. These records should also be provided to the City on a monthly basis.

LICENSES AND PERMITS:

The contractor shall be responsible for obtaining applicable licenses and permits. No person shall construct, install, or repair any concrete items within the City limits unless such person has first obtained:

All permits required for detour signage and construction within County or State Right-of-Way.

The Contractor is responsible for the cost of all permits and requirements. This work is included as part of the pay item, "TRAFFIC CONTROL AND PROTECTION."

MATERIAL INSPECTION AND TESTING:

No material of any kind shall be used until it has been approved by the City Engineer, City of St. Charles. All material used shall meet the requirements of IDOT and as outlined in these specifications.

Samples of material will be collected in the field at random for laboratory analysis of asphalt and fiber.

Hot poured sealer shall be an elastic type and shall comply with the requirements of ASTM D 3405. No material of any other kind shall be used. All material used shall meet the requirements of IDOT and as outlined in these Specifications.

Samples of material will be collected in the field at random for laboratory analysis.

The sampling and testing will be in accordance with the Provisions of Article 106.03 and 106.04 of the Standard Specifications.

The Contractor shall provide the City of St. Charles with letters of certification from each supplier that all materials used in the project comply with the Standard Specifications and Special Provisions indicated. Final payment will not be made until all letters of certification have been received.

DISPOSAL OF DEBRIS, EXCESS MATERIALS AND EXCAVATED OR REMOVED MATERIALS:

The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, or debris generated in the course of the work. Removal and disposal of surplus, unstable, and unsuitable materials and organic waste shall follow Section 202 of the Standard Specifications. All removal or excavation items being disposed of at a landfill or clean construction and demolition debris (CCDD) fill site shall meet the requirements of Public Act 96-1416 and Section 107 of the Standard Specifications. All costs associated with meeting these requirements shall be included in the unit price cost for the associated removal or excavation items in the contract. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed professional engineer, and State or Local tipping fees.

The contractor shall load the removed pieces of curb and gutter, sidewalk, driveway and street pavements, etc., directly onto trucks, haul it away, and dispose of it. The temporary storing of excavated materials on the parkways, and rehandling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The City will not provide for one. The stockpiling of excavated or backfill material within the roadway overnight shall not be permitted.

MATERIAL AND EQUIPMENT STORAGE:

The Contractor shall be solely responsible for securing a material and equipment storage site or location. The City will not provide for one. Material and equipment storage on City of St. Charles property can be arranged with advanced notice. Material and equipment may not be stored within the public right-of-way during any period when the Contractor is not actively working.

NOTICE:

A minimum of 48 hours notice shall be given to the Engineer of the City of St. Charles, prior to starting work, or re-starting work after some absence of work for any reason.

Notify: City of St. Charles – Engineering Division of Public Works
(630) 377-4486

PROGRESS SCHEDULE AND WEEKLY REPORTING:

In addition to the progress schedule submitted and approved prior to construction (Article 108.02), the contractor will be required to submit a weekly plan of what daily work operations he intends to perform for each upcoming week. The report form will be provided at the preconstruction meeting and is entitled "Contractor's Plan for Upcoming Week's Operations." This report will be a continuation of the Engineer's "Weekly Report of Resident" BC 239 which will be submitted to the contractor promptly following each week of work. The contractor's plan should show his operations including those of all subcontractors for the 7 upcoming days of the week. It may be handwritten in the field by the project superintendent, faxed in to the City's Department of Transportation and Engineering office, fax No. (630) 305-5986, or attached to an email sent to the Inspector and the Project Engineer. This weekly communication will be to everyone's benefit in assuring timely project completion.

DAILY PROJECT SCHEDULING:

The Contractor shall telephone the Engineer/Inspector every morning to inform the City of daily and weekly progress and schedules.

TIME OF DAY WORK RESTRICTIONS:

All work within the defined limits the project shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Friday, unless authorized at the sole discretion of the City Engineer. This project involves work on or adjacent to arterial roadways carrying high traffic volumes. Weekday construction activity must be limited to only the hours between 9:00 am and 3:00 pm on these facilities in order to avoid the peak rush hours. No work is to be performed on Sundays.

SOLID WASTE COLLECTION DAYS:

The Contractor must also coordinate with/around the City's garbage and recycling collection times.

WATER FOR CONSTRUCTION PURPOSES:

City water for construction purposes will be available to the Contractor. The Contractor will use water only from a location approved by the Public Works Department.

The Contractor shall apply to the Water Division for usage of a meter in accordance with Department regulations.

STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning streets to make sure the street surface is in an acceptable condition before and after crack filling. The Contractor shall clean the residents' driveway pavement, apron and lawn of all loose materials and debris at the end of each day's operation and as required at other times. All loose material and debris evacuated from the cracks shall be removed from the pavement surface by means of mechanical sweepers or hand brooms within 72 hours. This work is included in the payment for CRACKFILLING-FIBERIZED.

JOINT & CRACKFILL - (FIBERIZED SEALANT):

This item of work shall consist of furnishing all labor, equipment, and materials for cleaning and waterproofing miscellaneous cracks and transverse, longitudinal, and edge joints using asphalt reinforced with polypropylene fiber.

Materials:

The joint/crack sealant shall consist of a mixture of 8.0% minimum by weight polypropylene fibers with liquid asphalt cement. The use of ready-mixed fiberized asphalt blocks shall not be permitted. The asphalt cement shall be PG 64-22 conforming to AASHTO MP1 with a penetration range of 60 to 100.

Fibers shall be short cut polypropylene fibers, and a certificate from the supplier showing that the fibers meet the physical properties listed below shall be required.

Length	8-12 mm
Denier	13-16
Crimps:	None
Tensile Strength:	275 MPa (40,000 psi), minimum
Specific Gravity:	0.91 (typical)
Moisture Regain @ 70°F and 65% RH:	0.1% (typical)

Preparation of Mixture:

The sealant materials shall be combined in an oil jacketed double wall kettle (minimum 1350L (350 Gal.) capacity) equipped with an agitator (reversing rotary auger action), separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 50mm (2") hot asphalt pump and a recirculating pump to circulate the oil bath. Operating temperature in the kettle should be 124-141°C (255-285°F), and should never exceed 143°C (290°F). At the time of placement of the mixture, the surfaces to be sealed shall be dry, and the ambient temperature shall be above 4°C (40°F), and less than 29°C (85°F). If work is in progress and the ambient temperature reaches 29°C (85°F), the work must stop.

Construction Methods:

Any cracks, voids or joints less than 2" (50 mm) in width shall be filled and sealed as described hereafter. Any cracks and joints greater than 2" (50 mm) shall not be sealed without the approval of the Engineer. Curblines joints may or may not be sealed in contract work.

The crackfill membrane shall be applied only when the joints and cracks and adjacent pavement surfaces are dry and free of dirt, vegetation, debris and loose sealant. Physical routing of cracks to provide a square cut reservoir will generally not be required. If so ordered by the Engineer, there is a separate pay item for this work. All cracks and joints to be sealed shall be cleaned by air blasting, hand tools, wire wheel, and/or by other methods approved by the Engineer to remove all foreign material for proper bonding of the sealant. The sealing material shall be applied to form a water-proofing, stress absorbing membrane centered within 1' (25 mm) of the crack or joint. The contractor shall be prepared to complete each section started having all tools on location. This will facilitate punch list items and daily total calculations.

The mixture shall be installed under high pressure 100° PSI (689 kPa) directly into and over the crack or joint. The crack shall be completely filled to its full depth and a membrane 1/8 ± 1/16 inch (3.18mm ± 1.59 mm) thick by 3" (76 mm) wide (nominal measurements) shall be formed on the surface of the pavement.

The Contractor is strongly cautioned against the excessive use of crackfill material in either thickness or location. If the Engineer determines that sealant is being improperly applied or

wasted, then a quantity of 2 pounds of Fiberized joint sealer, per foot of errant sealant applied, shall be deducted from payments due the Contractor. In addition, the Contractor shall be responsible and will not be paid for any material placed in excess of 103% of the historic application rates of 0.18 pounds per square yard for streets designated as a Light application, 0.25 pounds per square yard for Medium application and 0.35 pounds per square yard for Heavy application, and 0.33 pounds per linear foot of curb line crackfilling.

The sealant material shall be placed with special care such that the material does not come into contact with any manhole, appurtenance frame, lid or any thermoplastic pavement markings. The Contractor shall immediately remove any misplaced sealant and clean the frame or replace any pavement markings damaged at the Contractor's sole expense. Repairs shall be to the complete satisfaction of the Engineer. Should the Contractor choose not to repair the damage, then the Engineer may order the work to be done by others, the cost of such work to be deducted from payments due the Contractor.

Traffic shall not be allowed on the sealant until properly cured. The sealant shall be dusted with fine aggregate (FA-6) if the ambient temperature is greater than 24°C (75°F), and it is necessary to open the road immediately. Fine aggregate (FA-6) is a separate pay item.

When the sealant is applied to a parking area, fine aggregate (FA-6) is to be immediately spread over seals, and completed with water wetted steel roller.

When the crackfill asphalt cement materials are delivered by tank truck, the Contractor shall provide to the City Inspector a weight ticket for each truck load that is being furnished for this work. Each ticket shall show the weight of the empty truck (tare weight), the weight of the fully loaded truck, and the net weight of the asphalt cement materials. **No payment will be made to the contractor for asphalt cement material weights not included on the tickets.** The contractor shall also provide to the City Inspector a weight certification each day and shall submit the documentation to the Engineer by the end of each day. The Contractor shall perform a yield check each day, comparing the results to the estimated amount of sealant provided in these specifications. The Contractor shall submit the results of the yield check to the Engineer at the end of each day. Work shall not begin each day until all weight certifications and the yield check for the previous day's work have been submitted to the Engineer.

Payment for this item of work shall constitute full compensation for furnishing, hauling, preparing, and placing materials, for preparation of cracks and joints, clean up for disposal of surplus materials, and for labor, equipment, and tools necessary to complete this work as specified.

Joint Sealant will be paid for at the contract unit price per POUND applied for "CRACKFILLING - FIBERIZED."

ROUTING FOR FIBERIZED CRACKFILLING:

This item of work shall consist of the routing and cleaning of cracks less than 9.5 mm (3/8") as directed by the Engineer. A joint cutting machine with carbide cutters should be used to rout the crack to a depth of 19mm (3/4") and width of 13mm (1/2") to provide a place for a reservoir of sealant in the crack, and to allow for movement along the crack. After routing, cracks should be cleaned with compressed air or a combination of air and a brush.

Payment for this item of work shall be made for the work as specified. No combination of other treatments such as cleaning with hand tools, wire brushes or cleaning teeth will be paid for separately, but shall be included as CRACKFILLING - FIBERIZED. Routing and cleaning of cracks, as specified

above, will be paid for at the contract unit price per FOOT for "CRACK ROUTING (FIBERIZED)"

FINE AGGREGATE (FA-6):

This item of work shall consist of providing and applying to the freshly laid sealant a dusting coat of Fine Aggregate (FA-6) or limestone screening where directed by the Engineer. **No payment will be made to the contractor for fine aggregate material weights not included on tickets.** The Contractor is cautioned on the excessive use of sand.

The Contractor shall be responsible for sweeping and cleaning streets to make sure the street surface is in an acceptable condition after crack filling. All loose fine aggregates shall be removed from the pavement surface by means of mechanical sweepers or hand brooms within 72 hours. The Mechanical sweeping, hand brooming or other methods as required to clean-up fine aggregates will be included in the payment for this item.

Sanding of the sealant will be paid for at the contract unit price per TON applied for "FINE AGGREGATE (FA-6)."

TRAFFIC CONTROL AND PROTECTION:

The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the Engineer, and in accordance with the applicable parts of Article 107.14 of Standard Specifications, the City of Batavia Work Zone Guide for Construction and Maintenance Projects and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

All of the Contractor's workers must wear high visibility apparel (with highly reflective material for night operation) at all times during work operations within the right-of-way as required by the MUTCD 6D.03.

When requested by the City, on streets where crackfiller will be applied, the Contractor shall distribute by hand a typed notice furnished by the City to residences and businesses abutting the project. The notice shall be delivered two (2) to five (5) days before beginning the crackfill application on that street.

The Contractor shall also distribute by hand a typed notice furnished by the City to be placed on the windshields of all cars parked on the project the evening before treatment.

When temporary prohibition of on-street parking will be necessary to accomplish this work, the Contractor shall place "No Parking" portables, "No Parking" signs (cardboard) or meter bags, whichever is applicable for the particular street. In addition, the Contractor shall also post said streets at least twenty-four (24) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. Parking restriction notices will not be furnished by the City. Distribution of the notices shall be included in cost for the traffic control and protection item of work.

When "No Parking" signs have been posted, the Contractor shall provide written notice to the Police Department Traffic Bureau during regular hours or the Police Dispatcher after regular hours stating the Construction Company name, the contract number, the street or streets posted, the time and date posted, and shall request that Police Department personnel check the posting.

The streets under restoration may not be closed to through traffic during construction. The Contractor will provide access for through traffic. Construction operations will be confined to one traffic lane with one or more lanes open to traffic. When work on arterial or collector streets is performed, the Contractor shall schedule the work with the Engineer to minimize disruption to the flow of traffic.

The Contractor shall provide a list of three (3) persons who can be called on a 24 hour basis to handle barricading or other problems relating to the construction activity.

This project may involve work on or adjacent to arterial roadways carrying high traffic volumes. Weekday construction activity must be limited to only the hours between 9:00 am and 3:00 pm on this facility in order to avoid the peak rush hours. During the work operation, a minimum of one lane of traffic must be maintained in each direction at all times. All lane closures must be approved by the Engineer in advance. Appropriate lane closures with arrow boards and signs are required regardless of duration of the lane reduction.

The emergency response persons shall be capable of responding within one (1) hour after notification by the City. If there has been no response within one hour after notification, the City will respond at a cost of \$400.00 per hour (two men plus truck) with a minimum charge for two hours, plus materials. This charge will be deducted from payments to the Contractor.

The Contractor shall also furnish, place and maintain traffic cones, one (1) for every 15 m (50') for each lane being worked on; barricades with arrows, four (4) for each intersection being worked on; signs, if applicable, approximately 910 mm X 910 mm (36" x 36") stating in bold letters, "KEEP OFF - CRACKFILLING," to be placed strategically to keep traffic off the newly placed crackfiller, flag trees, one (1) for each end of the street being worked on; and adequate signs, barricades and cones to direct and control traffic to the proper travel lanes, one (1) set at each end of the street being worked on. The Contractor shall maintain two (2) directions of traffic during the performance of work covered by the contract.

The Contractor shall be responsible for all signing, traffic control, and protection of this project in accordance with applicable parts of Section 701 of the Standard Specifications, the supplemental specifications, and the latest edition of the State of "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the special provisions contained herein. Highway standards that are applicable to this project but not limited to include Standard 701301, Standard 701311, Standard 701501, Standard 701502, Standard 701602, Standard 701606, Standard 701701, Standard 701801, Standard 701901.

Traffic control shall include furnishing, setting up, performing, maintaining, and removing traffic control and for all equipment, tools and labor necessary to complete the work in accordance with this contract and will be paid for at the contract unit price per LUMP SUM for "TRAFFIC CONTROL AND PROTECTION."



City of St. Charles Certificate of Insurance Requirements

The Vendor/Contractor shall be required to carry and evidence insurance coverage with a standard Acord Certificate of Insurance with minimum limits applicable. Sample attached.

1. Minimum Insurance Requirements and Limits

<i>Coverage</i>		<i>Limits</i>
A. Automobile Liability	\$1,000,000	Combined single limit
B. Commercial General Liability	\$1,000,000	Per occurrence
	\$2,000,000	General aggregate

All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendors' Liability coverage.

C. Workers' Compensation	\$500,000	Per accident
(Employers' Liability)	\$500,000	Disease limit
	\$500,000	Each Disease
D. Umbrella Liability	\$5,000,000	Limit
E. Cyber (If Applicable)	\$1,000,000	Limit
F. Professional Liability (If Applicable)	\$1,000,000	Limit

2. Cancellation or Alteration

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

3. Workers' Compensation and General Liability Waiver of Subrogation in favor of the City from their carrier.

4. Insurance Certificates

- A. Must be submitted ten (10) days prior to any work being performed to allow review of certificates.
- B. Certificates not meeting requirements must be revised and resubmitted within fifteen (15) days or the subcontractor will not be allowed on the jobsite.

5. Additional Insured and Broad Form Vendors' Liability in favor of the City.

The City must be named as an Additional Insured with the following wording appearing on the Certificate of Insurance: "The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City), shall be named as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed. This coverage will apply on a primary and noncontributory basis."

6. Minimum Insurance Carrier

All contractors, manufacturers/distributors, and suppliers' insurance carriers must comply with the minimum A.M Best rating of A-VI for all insurance carriers.



Illinois Department of Revenue
 Office of Local Government Services
 Sales Tax Exemption Section, 3-520
 101 W. Jefferson Street
 Springfield, IL 62702
 217 782-8881

January 2, 2015

CITY OF ST CHARLES
 DIRECTOR OF FINANCE
 TWO EAST MAIN ST
 ST CHARLES IL 60174

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9996-0680-07
 to
 CITY OF ST CHARLES
 of
 ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
 Illinois Department of Revenue

Issued To: _____
 Company: _____
 Date Issued: _____
 Project: _____
 Dates Valid: _____


 Christopher A. Minick, Director of Finance

STS-70 (R-2/98)
 R-492-3524
 10-0001288



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
X	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	CYBER (When Applicable) PROFESSIONAL LIABILITY (When Applicable)						\$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of St. Charles and any official, trustee, director, officer or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects, is added as Additional Insured, when required by written contract, on the General Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

CERTIFICATE HOLDER**CANCELLATION**

City of St. Charles 2 E. Main St. St. Charles, IL 60174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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