

INVITATION FOR BIDS

RFB # 213004

BID DOCUMENTS AND SPECIFICATIONS

CRACK SEALING SERVICES

FOR THE MUNICIPALITIES OF:

**BUFFALO GROVE, CARY, EVANSTON, GLENCOE, GLENVIEW,
HIGHLAND PARK, KENILWORTH, LAKE BLUFF, LAKE ZURICH,
LINCOLNSHIRE, MORTON GROVE, SKOKIE, WHEELING, WILMETTE &
WINNETKA**



**VILLAGE OF GLENVIEW PURCHASING
1225 WAUKEGAN ROAD
GLENVIEW, IL 60025
(847) 724-1700**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Administrative Services Department, Glenview Village Hall, 1225 Waukegan Road, Glenview, IL 60025 until 2:00 p.m. local time on February 21, 2013, and then at said office publicly opened and read aloud for the following:

RFB NO: 213004
RFB ON: CRACK SEALING SERVICES FOR
THE MUNICIPALITIES OF:

BUFFALO GROVE, CARY, EVANSTON, GLENCOE, GLENVIEW, HIGHLAND PARK, KENILWORTH, LAKE BLUFF, LAKE ZURICH, LINCOLNSHIRE, MORTON GROVE, SKOKIE, WHEELING, WILMETTE & WINNETKA

A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON FEBRUARY 13, 2013 AT 10:00 AM AT THE GLENVIEW POLICE DEPARTMENT COMMUNITY ROOM, 2500 E. LAKE AVENUE, GLENVIEW, IL 60026.

Scope of work includes: routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Municipalities.

Plans, specifications and bid forms may be obtained at Village of Glenview Administrative Services Department, Glenview Village Hall, 1225 Waukegan Road, Glenview, Illinois, 60025, or by calling **(847) 724-1700**.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Glenview for not less than five percent (5%) of the bid amount.

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Board of Trustees.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Glenview reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Dated: February 7, 2013
Michele Reynolds, CPPO, C.P.M.
Purchasing Manager



Village of Glenview Administrative Services Department
 1225 Waukegan Road
 Glenview, IL 60025

SUBMISSION INFORMATION

INVITATION # 213004
 BID OPENING DATE: FEBRUARY 21, 2013
 TIME: 2:00 P.M. Local Time
 LOCATION: Finance Department

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: _____
 Address: _____
 City, State, Zip Code: _____

Crack Sealing Services
 per the specifications identified herein

I. BASE BID ITEMS

A. CRACK SEALANT FOR ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealant per the specifications identified herein- Year 1	467,100	LB	\$ _____	\$ _____
BASE BID – ONE YEAR ASPHALT			\$ _____	
2 Year 2 (optional)	455,600	LB	\$ _____	\$ _____
3 Year 3 (optional)	455,600	LB	\$ _____	\$ _____

B. CRACK SEALANT FOR CONCRETE PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
4 Crack Sealant per the specifications identified herein- Year 1	8,925	LB	\$ _____	\$ _____
5 Year 2 (optional)	8,925	LB	\$ _____	\$ _____
6 Year 3 (optional)	8,925	LB	\$ _____	\$ _____

C. SWEEPER PRICING

	Item	Unit	UNIT PRICE
7	Sweeper with disposal at Municipal facility	Per hour	\$ _____ per hour
8	Sweeper with disposal performed by the Contractor	Per hour	\$ _____ per hour

D. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT MUNICIPAL FACILITY

Municipality	Will Municipality allow storage of equipment overnight at their facility?	Will Contractor utilize space at Municipality's facility to store equipment overnight? (Please check)	Annual Discount
Village of Buffalo Grove	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
Village of Cary	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
City of Evanston	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
Village of Glencoe	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
Village of Glenview	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
City of Highland Park	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
Village of Kenilworth	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
Village of Lake Bluff	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
Village of Lake Zurich	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
Village of Lincolnshire	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
Village of Morton Grove	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
Village of Skokie	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
Village of Wheeling	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
Village of Wilmette	NO	n/a	n/a
Village of Winnetka	Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: _____ **Company Name:** _____

Typed/Printed Name: _____ **Date:** _____

Title: _____ **Telephone Number:** _____

E-mail _____

1. INTENT

It is the intent of the Village of Buffalo Grove ("Buffalo Grove"), the Village of Cary ("Cary"), the City of Evanston ("Evanston"), the Village of Glencoe ("Glencoe"), the Village of Glenview ("Glenview"), the City of Highland Park ("Highland Park"), the Village of Kenilworth ("Kenilworth"), the Village of Lake Bluff ("Lake Bluff"), the Village of Lake Zurich ("Lake Zurich"), the Village of Lincolnshire ("Lincolnshire"), the Village of Morton Grove ("Morton Grove"), the Village of Skokie ("Skokie"), the Village of Wheeling ("Wheeling"), the Village of Wilmette ("Wilmette"), and the Village of Winnetka ("Winnetka") (collectively, the "Municipalities") intend to jointly bid roadway crack sealing services and award these services to a single contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Glenview is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

2. PRE-BID CONFERENCE

A NON-MANDATORY PRE-BID CONFERENCE will be held on February 13, 2013 at 10:00 a.m. at the VILLAGE OF GLENVIEW POLICE DEPARTMENT COMMUNITY ROOM, 2500 E. LAKE AVENUE, GLENVIEW, ILLINOIS 60026.

Contractors interested in bidding this work are urged to attend the pre-bid conference. Attendance at this meeting is not mandatory; however, contractors are warned that no allowance will be granted to bidders unfamiliar with the work.

3. BID PRICE

Please submit pricing for the base bid item which includes year one (1) for asphalt pavement.

As optional pricing, the Municipalities request fixed pricing for year two (2) and year three (3) for asphalt pavement, concrete pavement for years 1-3, and street sweeping.

The Contractor shall identify the discount for each Municipality if equipment staging is allowed at municipal facilities.

The Municipalities reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the Village.

4. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Glenview to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Glenview will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

5. VOLUME/ESTIMATED QUANTITY

The quantities indicated are estimates quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether for more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

6. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made by each Municipality on a total lump sum for its portion of the base bid. The Municipalities reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Municipalities. The Village of Glenview further reserves the right to reject any or all bids.

Each year, the individual Municipalities shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

7. TERM

The Agreement shall be in effect for one (1) year from date of award. The Village of Glenview reserves the right to renew the Agreement for two (2) additional one (1) year terms, subject to acceptable performance by the Contractor and price identified herein. At the end of any contract term, the Village of Glenview reserves the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new contract in place.

Work in each Municipality shall begin in spring/summer 2013, pending approval by its corporate authorities. Upon each renewal, the Contractor shall provide crack-sealing services for the Municipalities per the schedule that each Municipality coordinates with the Contractor.

The Contractor will begin crack sealing services for the Municipalities in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a Village upon mutual written consent by the Village and the Contractor.

For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of a Village to appropriate funds in future contract years.

8. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 8.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality as security for the faithful performance of the municipality's contract; and
- 8.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality.
- 8.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

9. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the Municipality's Corporate Authorities.

10. CONTACT WITH VILLAGE PERSONNEL

All bidders are prohibited from making any contact with the respective Municipalities' Presidents/Mayors, Trustees, or any other official or employee of the Municipalities (collectively, "Municipal Personnel") with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The respective City/Village Manager or Administrator reserves the right to disqualify any offeror found to have contacted

Municipal Personnel in any manner with regard to the request for proposals. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County, Lake County or McHenry County State's Attorney for review and prosecution.

11. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Municipalities require all bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the bidders and any Municipality, their officials, and/or employees. If the bidders discover a potential or actual conflict of interest, the bidders must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the Municipality to take appropriate measures to ensure the fairness of the proposal process.

The Village of Glenview requires all bidders to submit a certification, enclosed with this proposal packet, indicating that the bidders has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all bidders acknowledge and accept that if any Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

12. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Glenview is the only official source for proposal packages and supporting materials. Registration with the Village of Glenview is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Glenview cannot ensure that bidders who obtain proposal packages from sources other than the Village of Glenview will receive addenda and other notices. All bidders are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Municipalities' discretion, be rejected as non-responsive and/or their proposal disqualified. In such cases, the Village of Glenview will NOT re-release the project absent extraordinary circumstances.

13. PREVAILING WAGE

All contracts, for work herein are subject to the provisions of Labor Standards Provisions Applicable to Contracts Covering as required under the Illinois Revised Statutes. (1987, Chapter 48, Paragraph 39S-1 et seq.); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed General Wage Decision prior to the date of the contract shall be in force for the duration of the contact.

14. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increase penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty). For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

15. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Glenview's Purchasing Manager.

16. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

17. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

18. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include:

- A. Bid pricing
- B. Compliance with specifications
- C. Previous Municipality Experience
- D. Submittal compliance
- E. References
- F. Not currently suspended from participation in any Local, State or Federal Projects

19. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collision
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Current Suspensions (please use Participation Affidavit provided herein)

20. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified, a written request from the Contractor and a written approval from the Village of Glenview is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with

the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

21. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

22. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Glenview will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities for asphalt pavement, years two (2) and three (3), the Municipalities reserve the right to reject such bid at the discretion of the Village of Glenview.

23. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

24. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: mreynolds@glenview.il.us. Questions are requested prior to the Bid Opening and are required **no later than 4:00 p.m. on February 15, 2013.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Agencies are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

25. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Glenview Purchasing Manager within seven calendar days of the closing time and date. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

The Village of Glenview's Purchasing Manager shall decide any disputes concerning a question of fact under this procurement, which is not disposed of by agreement. The decision of the Village of Glenview's Purchasing Manager or their duly authorized representative for the determination of such appeals shall be final and conclusive unless

determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the consultant shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the consultant shall proceed diligently with the performance of the agreement and in accordance with the decision of the Village of Glenview's Purchasing Manager.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

27. RESPONSIVE BID

27.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

27.2 Bidders shall promptly notify the Village of Glenview of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

28. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Glenview shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Glenview, including, but not limited to:

- 100% performance and payment bonds for the project awarded award by other Municipalities
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each additional Municipality for work performed

29. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

29.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

29.2 Employers Liability covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

29.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability

coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit \$ 2,000,000
Each Occurrence Limit \$ 1,000,000

29.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit \$ 1,000,000

29.5 Contractor agrees that with respect to the above required insurance:

29.5.1 The CGL policy shall be endorsed for the general aggregate to apply on an basis;

29.5.2 To provide separate endorsements: to name **each Municipality** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.5.3 The Contractor's insurance shall be primary in the event of a claim.

29.5.4 **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

29.5.5 A **Certificate of Insurance** that states the **each Municipality** has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

29.6 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Glenview may purchase such insurance coverages and charge the expense thereof to the Contractor.

30. **HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend the Village of Cary, the City of Evanston, the Village of Glencoe, the Village of Glenview, the City of Highland Park, the Village of Kenilworth, the Village of Lake Bluff, the Village of Lincolnshire, the Village of Morton Grove, the Village of Northbrook, the Village of Skokie, the Village of Wheeling, the Village of Wilmette, the Village of Winnetka, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Municipalities, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

31. **CHANGE IN STATUS**

The Contractor shall notify each Municipality immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Municipalities shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

32. CHANGE ORDERS

The Municipalities believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Village of Glenview prior to execution.

- 32.1 Change Orders shall comply with 720 ILCS 5/33E-9.
- 32.2 In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- 32.3 The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- 32.4 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager.
- 32.5 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- 32.6 A written Change Order must be issued by the affected Municipality's Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

33. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices for each Village detailing the services provided directly to the respective Village. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipalities. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Buffalo Grove Director of Public Works 51 Raupp Boulevard Buffalo Grove, IL 60089	Village of Cary c/o Chris Papierniak 655 Village Hall Drive Cary, IL 60013	City of Evanston attn.: James Maiworm 2100 Ridge Ave Evanston, IL 60201	Village of Glencoe Attn:ChristineVanDornick 675 Village Court Glencoe, IL 60022
Village of Glenview Public Works Director 1333 Shermer Road Glenview, IL 60026	City of Highland Park Dept of Public Works 1150 Half Day Road Highland Park, IL 60035	Village of Kenilworth c/o Kevin Zeoli 419 Richmond Road Kenilworth, IL 60043	Village of Lake Bluff George Russell 40 East Center Avenue Lake Bluff, IL 60044
Village of Lake Zurich Attn: Dan Burau 505 Telser Road Lake Zurich, IL 60047	Village of Lincolnshire One Olde Half Day Road Lincolnshire, IL 60069	Village of Morton Grove Chris Tomich 7840 Nagle Avenue Morton Grove, IL 60053	Village of Skokie Erik Cook 5127 Oakton Street Skokie, IL 60077
Village of Wheeling Attn: Lana Rudnik 77 W. Hintz Road Wheeling, IL 60090	Village of Wilmette Scott Hilts, Project Manager 1200 Wilmette Ave Wilmette, IL 60091	Village of Winnetka Accounts Payable 510 Green Bay Road Winnetka, IL 60093	

34. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Glenview Invitation for Bids General Terms & Specifications and the Contractor's Bid Response.

35. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois, the 19th Judicial Circuit Court of Lake County and the 22nd Judicial Circuit Court of McHenry County.

36. NON-ENFORCEMENT BY THE MUNICIPALITIES

The Consultant shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Municipality, on any one or more occasions, to insist on the consultant's performance or to seek the Consultant's compliance with any one or more of said terms or conditions.

37. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipality.

38. TERMINATION

The Village of Glenview reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

39. VILLAGE CONTRACTOR'S LICENSE

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality in which the work is performed.

40. AUDIT/ACCESS TO RECORDS

A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.

C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

F) The right of access conferred by this clause will generally be exercised (with respect to financial records)

under:

- i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

MUNICIPALITIES - STATE OF ILLINOIS

FEBRUARY 2013

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
 - 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the

Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook, Lake County & McHenry Counties can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

1. **SCOPE OF WORK**

The Village of Glenview requests bids for roadway crack sealing services, which will include routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Village of Buffalo Grove (“Buffalo Grove”), the Village of Cary (“Cary”), the City of Evanston (“Evanston”), the Village of Glencoe (“Glencoe”), the Village of Glenview (“Glenview”), the City of Highland Park (“Highland Park”), the Village of Kenilworth (“Kenilworth”), the Village of Lake Bluff (“Lake Bluff”), the Village of Lake Zurich (“Lake Zurich”), the Village of Lincolnshire (“Lincolnshire”), the Village of Morton Grove (“Morton Grove”), the Village of Skokie (“Skokie”), the Village of Wheeling (“Wheeling”), the Village of Wilmette (“Wilmette”), and the Village of Winnetka (“Winnetka”) (collectively, the “Municipalities”). The successful bidder (“Contractor”) will provide crack sealing services (i.e., crack routing, crack cleaning, and crack filling) per the Illinois Department of Transportation (IDOT) specifications offered in sections 451 and 452 of its “Standard Specifications for Road and Bridge Construction (Adopted January 1, 2012) - Supplemental Specifications and Recruiting Special Provisions (Adopted January 1, 2013).” (These sections are included as **Appendix A**.)

2. **PROJECT DELIVERABLES / QUANTITIES**

The Contractor shall route cracks, clean routed cracks, provide crack sealant compound, and install the compound within routed and cleaned cracks at various locations throughout the Municipalities per the IDOT specifications shown in **Appendix A**. Per **Appendix A**, the Contractor shall provide sealant that meets IDOT specifications offered in section 1050.02 of its “Standard Specifications for Road and Bridge Construction (Adopted January 1, 2012) - Supplemental Specifications and Recruiting Special Provisions (Adopted January 1, 2013).” On the request of the Municipalities, the Contractor will provide proof that the sealant it is providing meets the IDOT specifications. The tables below provide estimates for locations and quantities for services/good to be provided (Table A for Crack Sealant on Asphalt Pavement and Table B for Crack Sealant on Concrete Pavement). The quantities listed in the table are estimated quantities. The actual quantities ordered by the Municipalities may be fewer or greater than those listed depending on the conditions of the Municipalities’ roadways during a particular year. Numbers of general locations (e.g., roadways) are offered for only the year 2013. The number of locations for the years 2014 and 2015 may differ from the number of locations for the years 2014 and 2015. The number of locations for the years 2014 and 2015 should be similar to those listed for 2013, and should be reduced or increased proportionally where the quantities for feet of cracks and pounds of sealant are fewer or greater than those listed for the year 2013.

A. CRACK SEALANT QUANTITIES (ASPHALT PAVEMENT)

Municipality	Year	Number of locations	Quantity	Unit
Village of Buffalo Grove	2013	50	55,000	Pounds of sealant
	2014	NA	55,000	Pounds of sealant
	2015	NA	55,000	Pounds of sealant
Village of Cary	2013	20	37,000	Pounds of sealant
	2014	NA	37,000	Pounds of sealant
	2015	NA	37,000	Pounds of sealant
Village of Evanston	2013	10	44,000	Pounds of sealant
	2014	NA	44,000	Pounds of sealant
	2015	NA	44,000	Pounds of sealant
Village of Glencoe	2013	10 -14	7,400	Pounds of sealant
	2014	NA	7,400	Pounds of sealant
	2015	NA	7,400	Pounds of sealant

Village of Glenview	2013	60	60,000	Pounds of sealant
	2014	NA	60,000	Pounds of sealant
	2015	NA	60,000	Pounds of sealant
City of Highland Park	2013	8	37,000	Pounds of sealant
	2014	NA	37,000	Pounds of sealant
	2015	NA	37,000	Pounds of sealant
Village Kenilworth	2013	10	7,400	Pounds of sealant
	2014	NA	7,400	Pounds of sealant
	2015	NA	7,400	Pounds of sealant
Village of Lake Bluff	2013	7	13,500	Pounds of sealant
	2014	NA	13,500	Pounds of sealant
	2015	NA	13,500	Pounds of sealant
Village of Lake Zurich	2013	2	14,500	Pounds of sealant
	2014	NA	14,500	Pounds of sealant
	2015	NA	14,500	Pounds of sealant
Village of Lincolnshire	2013	1	3,700	Pounds of sealant
	2014	NA	3,700	Pounds of sealant
	2015	NA	3,700	Pounds of sealant
Village of Morton Grove	2013	30	59,000	Pounds of sealant
	2014	NA	30,000	Pounds of sealant
	2015	NA	30,000	Pounds of sealant
Village of Skokie	2013	10	25,925	Pounds of sealant
	2014	NA	25,925	Pounds of sealant
	2015	NA	25,925	Pounds of sealant
Village of Wheeling	2013	9	71,425	Pounds of sealant
	2014	NA	71,425	Pounds of sealant
	2015	NA	71,425	Pounds of sealant
Village of Wilmette	2013	3 to 5	8,000	Pounds of sealant
	2014	NA	8,000	Pounds of sealant
	2015	NA	8,000	Pounds of sealant

Village of Winnetka	2013	22	23,000	Pounds of sealant
	2014	NA	11,500	Pounds of sealant
	2015	NA	11,500	Pounds of sealant
2013 TOTAL			466,850	Pounds of sealant
2014 TOTAL			426,350	Pounds of sealant
2015 TOTAL			426,350	Pounds of sealant

B. CRACK SEALANT QUANTITIES (CONCRETE PAVEMENT)

Municipality	Year	Number of locations	Quantity	Unit
Village of Wheeling	2013	1	8,925	Pounds of sealant
	2014	NA	8,925	Pounds of sealant
	2015	NA	8,925	Pounds of sealant
2013 TOTAL			8,925	Pounds of sealant
2014 TOTAL			8,925	Pounds of sealant
2015 TOTAL			8,925	Pounds of sealant

The contractor shall not be permitted to work in the rain or install sealant into cracks in which water is standing.

3. SWEEPING AND COLLECTION OF DEBRIS

Each Municipality will determine if the Contractor will sweep and remove all debris from routing of the cracks or if sweeping and removal of debris will be performed by the Municipality. On the pricing chart, the Contractor shall provide a price per hour for the cost of sweeping and removing all debris from the area.

Each Municipality shall also decide if the Contractor shall be responsible for the disposal of debris from sweeping or if the Contractor is to transport debris to a Municipality facility location as determined by the Director of Public Works or his/her designee. If transported, only debris from crack sealing operation will be allowed to be dumped at the Municipal facility.

Upon completion of sweeping and collection of debris, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Municipality's representative.

4. INFORMATION TO BE PROVIDED BY THE VILLAGE

For each year of the contract, each Municipality will supply the contractor with one 11" x 17" map of its territory that highlights the locations for which the Contractor will provide crack sealing services. Each Municipality will also supply the Contractor with a list of the locations within its territory for which the Contractor will provide crack sealing services. Each list will show the estimated feet of cracks for each location.

5. SCHEDULING OF WORK

Each year, the Municipalities shall schedule their work with the Contractor independently of each other. The Contractor will not be required to provide crack sealing services simultaneously in each Municipality; however, it shall complete the total volume of crack sealing services required by each Municipality within the term specified herein.

The Contractor shall provide crack sealing services for the Municipality's within the construction hours allowed by their local ordinances. For example, for Glenview, the construction hours will be on weekdays, 7:00 am to 7:00 pm; Saturdays, 9:00 am to 6:00 pm; and Sundays, 9:00 am to 5:00 pm. The Municipality's may prohibit the Contractor from working on holidays.

6. CONTRACTOR'S PERSONNEL

While working for the Municipalities, the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers on roadways, in parkways, etc. Specifically, the Contractor's employees shall display badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's business name and/or logo on it.

7. CONTRACTOR'S EQUIPMENT

Each Municipality may provide the Contractor space at its Public Works facility to store equipment while the Contractor is providing the Municipality crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each Municipality if space is provided. Access to facilities shall be established with the successful bidder.

8. LANE/ROADWAYS CLOSURES

The Contractor shall close lanes/roadways in the areas in which it is providing crack sealing services for the Municipalities. The Contractor shall close lanes per the specifications of the most current version of the "Manual on Uniform Traffic Control Devices" as issued by the Federal Highway Administration and adopted by the State of Illinois. While performing crack sealing services for the Municipalities, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. The contractor is responsible for all traffic control and this item is incidental to the cost of routing and sealing cracks.

9. DELIVERY OF SERVICES/GOODS

The Contractor shall deliver crack sealing services at the locations specified by each Municipality on the map and list of locations that the Municipality provides to the Contractor.

10. TERM

The term of this contract shall be one year with two optional one-year renewals. Each year, the Contractor shall provide crack sealing services for each Municipality per the schedule that each Municipality coordinates with the Contractor. The Contractor will begin providing crack sealing services for the Municipalities in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a Municipality if the extension is mutually agreed by the Municipality and the Contractor.

11. ADVANCE NOTICE TO RESIDENTS

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Municipalities) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the Municipalities. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The Municipalities, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.

12. PRICING

Bidders will provide pricing for this contract per pound of crack sealant to be provided (installed per the specifications contained herein). A bidder's per-pound pricing will include all of its costs, including its costs for materials, installation services, and the providing of advance notice about these services to residences.

Pricing per hour must be submitted for street sweeping with disposal by the Contractor and pricing per hour for street sweeping with disposal at Municipal facility.

The Contractor's pricing will not increase under the optional renewals allowed by this RFB.

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone

Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Offeror if the Offeror is an Individual)
 (Signature of Partner if the Offeror is a Partnership)
 (Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2013

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn,

deposes and says that he is _____

(Partner, Officer, Owner, Etc.)

of _____

(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2013

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

_____, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Glenview may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2013

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says that he is _____

(Partner, Officer, Owner, Etc.)

of _____

(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2013

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

_____, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is _____

(Partner, Officer, Owner, Etc.)

of _____

(Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10.

Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2013

Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

**APPENDIX A
AGREEMENT ACCEPTANCE**

**RFB #213004
CRACK SEALING SERVICES**

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [*insert Municipality name*] ("Owner") this _____ day of _____, **20**__.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

by: _____

Title:

Art. 450.03 Crack Sealing Hot-Mix Asphalt Pavement

(b) Wheel Saw. The wheel saw shall be equipped with carbide tipped rotating cutters and be capable of accurately maintaining cutting depth and alignment.

CONSTRUCTION REQUIREMENTS

450.04 General. The relief joint shall be formed by full-depth sawing of the existing pavement with a concrete saw or a wheel saw. The joint shall be straight and perpendicular to the centerline, with a tolerance of 1 1/2 in. in 12 ft (40 mm in 3.6 m).

Prior to installing the preformed expansion joint filler, the sawed faces of the pavement shall be cleaned with compressed air. If the sawing operation disturbs or displaces the subbase, the disturbed subbase shall be removed and replaced with compacted FA 1 or FA 2 to the bottom of the existing pavement.

The preformed expansion joint filler shall be installed in a compressed condition in the sawed joint. The method used shall minimize damage to the filler.

The hot-poured joint sealer shall be installed as shown on the plans and in the saw cut extensions created by the concrete saw. The hot-poured joint sealer shall be placed according to Article 420.12. The joint sealer shall cure to the satisfaction of the Engineer prior to opening to traffic.

Wheel saw cut extensions or other large areas removed from the shoulders shall be replaced with the same material as in the existing shoulder before opening to traffic.

Excess material shall be disposed of according to Article 202.03.

450.05 Method of Measurement. This work will be measured for payment in feet (meters) along the joint from edge to edge of pavement.

450.06 Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for RELIEF JOINT, of the width specified. If the sawed joint closes and the Engineer requires resawing the joint, this resawing will be paid for according to Article 109.04.

SECTION 451. CRACK SEALING HOT-MIX ASPHALT PAVEMENT

451.01 Description. This work shall consist of routing, cleaning, and sealing transverse and longitudinal reflected cracks in existing hot-mix asphalt (HMA) pavement.

451.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Hot-Poured Joint Sealer	1050.02

451.03 Equipment. The routing machine shall have a steel, circular cutting head with carbide tipped cutters mounted radially. The machine shall be capable of routing a uniform, square shape approximately 3/4 x 3/4 in. (20 x 20 mm) in either a straight or irregular line.

The kettle used for heating the sealer shall be double-jacketed.

CONSTRUCTION REQUIREMENTS

451.04 General. Primary transverse and longitudinal working cracks shall be routed, cleaned, and sealed. Any adjacent secondary cracks shall be only cleaned and sealed as directed by the Engineer.

Cracks shall be routed following the crack as nearly as possible, approximately 3/4 in. (20 mm) wide by 3/4 in. (20 mm) deep as close to a 1:1 ratio as possible. Immediately ahead of sealer placement, dust and debris shall be blown from the crack with a power brush/blower or with compressed air with a minimum pressure of 90 psi (620 kPa). When compressed air is used, the pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

The hot-poured joint sealer shall be continuously and mechanically agitated during heating. The sealer shall be applied using the methods and equipment recommended by the manufacturer, except it shall only be placed when the air temperature in the shade is 40 °F (5 °C) or greater.

Existing raised reflective pavement markers shall be protected during the crack sealing operations. Tracking of sealant material will not be allowed. If sealant materials are applied to the markers, such material shall be removed.

Sealant shall be placed in the clean, dry crack. The crack shall be slightly overfilled and immediately squeegeed to provide a "band-aid" type effect approximately 2 in. (50 mm) wide, flush with the pavement surface, and with the edges feathered out.

The sealant shall be allowed to cure before opening to traffic. When approved by the Engineer, the sealant may be dusted with fine sand, portland cement, or mineral filler to prevent tracking.

451.05 Method of Measurement. This work will be measured for payment as follows.

- (a) Crack Routing. Routed cracks will be measured for payment in feet (meters) along the routed crack.
- (b) Crack Filling. Filling of cracks will be measured for payment in pounds (kilograms) of sealant used. The quantity of sealant used will be determined by counting the containers of sealant used, multiplied by the indicated pounds (kilograms) of each container.

Art. 451.06 Crack and Joint Sealing Portland Cement Concrete Pavement

451.06 Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for CRACK ROUTING (PAVEMENT) and per pound (kilogram) for CRACK FILLING.

SECTION 452. CRACK AND JOINT SEALING PORTLAND CEMENT CONCRETE PAVEMENT

452.01 Description. This work shall consist of routing, cleaning, and sealing longitudinal shoulder joints, transverse and longitudinal random cracks, centerline joints, contraction joints, and transverse expansion joints in portland cement concrete pavement.

452.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Hot-Poured Joint Sealer	1050.02

452.03 Equipment. The routing machine shall have a steel, circular cutting head. The machine shall be capable of routing a uniform, square shape approximately 3/4 x 3/4 in. (20 x 20 mm) in either a straight or irregular line.

The concrete saw shall have a diamond tipped saw blade that will reface and widen the joint a maximum of 1/8 in. (3 mm).

The kettle used for heating the sealer shall be double-jacketed.

CONSTRUCTION REQUIREMENTS

452.04 General. The longitudinal shoulder joint between the edge of pavement and the newly placed hot-mix asphalt (HMA) shoulder, the transverse and longitudinal random cracks in other than continuously reinforced portland cement concrete pavement, contraction joints and the centerline joints shall be routed or sawed to approximately 3/4 in. (20 mm) wide by 3/4 in. (20 mm) deep as close to a 1:1 ratio as possible. When routing or sawing the longitudinal shoulder joint, the router or saw used shall be capable of following the path of the joint without causing excessive spalling or damage to the adjacent rigid pavement. If old sealants are present in the joint or crack, they shall be removed prior to routing or sawing.

Immediately ahead of the sealer placement, dust and debris shall be blown from the joint or crack with a power brush/blower or with compressed air at a minimum pressure of 90 psi (620 kPa). When compressed air is used, the pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

The hot-poured joint sealer shall be continuously and mechanically agitated during heating. The sealer shall be applied using the methods and equipment recommended by the manufacturer, except it shall only be placed when the air temperature in the shade is 40 °F (5 °C) or greater.

Crack and Joint Sealing Portland Cement Concrete Pavement Art. 452.06

Areas along the longitudinal shoulder joint, the transverse and longitudinal random cracks (where applicable), the contraction joint, or centerline where a void exists that exceeds 3/4 in. (20 mm) depth shall be provided with a backer rod to control the depth of sealant. The void shall be routed (if necessary) to provide a depth from the top of the backer rod to the top of the pavement of 3/4 in. (20 mm).

The areas where backer rod will be required shall be as directed by the Engineer. The backer rod diameter shall be 1/8 in. (3 mm) wider than the routed joint. The backer rod shall be a closed-cell, plastic-foam, heat resistant, chemically inert, waterproof rod compatible with the sealant used.

Sealant shall be placed in the clean, dry crack or joint. The crack or joint shall be slightly overfilled and immediately squeegeed to provide a "band-aid" type effect approximately 2 in. (50 mm) wide, flush with the pavement surface, and with the edges feathered out.

The sealant shall be allowed to cure before opening to traffic. When approved by the Engineer, the sealant may be dusted with fine sand, portland cement, or mineral filler to prevent tracking.

The procedure for routing, cleaning, and sealing longitudinal random cracks will be the same as the longitudinal shoulder joint, except the crack reservoir shall be sealed flush rather than providing an over-sealed or "band-aid" type effect.

Transverse expansion joints shall be routed to create an approximate 1 in. (25 mm) deep reservoir. The walls of the joint shall be cleaned and refaced. The reservoir shall be filled flush with sealant.

Existing raised reflective pavement markers shall be protected during the crack or joint sealing operations. Tracking of sealant material will not be allowed. If sealant materials are applied to the markers, such material shall be removed.

452.05 Method of Measurement. This work will be measured for payment as follows.

- (a) **Joint or Crack Routing or Sawing.** Routed or sawed joints or cracks will be measured for payment in feet (meters) along the routed or sawed joint or crack.
- (b) **Joint or Crack Filling.** Filling of joints or cracks will be measured for payment in pounds (kilograms) of sealant used. The amount of sealant used will be determined by counting the containers or sealant used, multiplied by the indicated pounds (kilograms) of each container.

452.06 Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for JOINT OR CRACK ROUTING (PC CONCRETE PAVEMENT AND SHOULDER) and JOINT OR CRACK ROUTING HOT-MIX ASPHALT SHOULDER; and per pound (kilogram) for JOINT OR CRACK FILLING.

Furnishing and installing backer rod when required by the Engineer will be paid for according to Article 109.04.

FILLERS, SEALERS, AND WATERPROOFING ITEMS**SECTION 1050. POURED JOINT SEALERS**

1050.01 Cold-Poured Joint Sealer. Cold-poured joint sealer, cold application type shall be according to ASTM D 1850-74.

1050.02 Hot-Poured Joint Sealer. Hot-poured joint sealer shall be according to ASTM D 6690, Type II.

1050.03 Polysulfide Joint Sealant. The joint sealant shall be a polysulfide, Type S or Type M, Grade NS, Class 25 or 12 1/2, Use T, according to ASTM C 920.

SECTION 1051. PREFORMED EXPANSION JOINT FILLERS

1051.01 Methods of Sampling. Two samples, each 12 in. (300 mm) in length and full width, will be taken for each 1000 ft (300 m) or fraction thereof. Individual samples will be taken from separate pieces of preformed expansion joint filler selected at random.

1051.02 Methods of Testing. In addition to Article 106.03, preformed expansion joint fillers will be tested as follows.

Extraction of Asphalt. The asphalt will be extracted by means of a Soxhlet extraction apparatus (large), equipped with a glass extraction shell having a round, perforated bottom. A small quantity of glass wool will be placed in the bottom of the extraction shell. Trichloroethylene shall be used as the extracting solvent. A sample weighing approximately 45 g will then be cut into narrow strips and packed in the shell above the glass wool. The residue in the shell, after complete extraction of the bitumen, will be thoroughly dried at a temperature of 215 ± 5 °F (102 ± 3 °C), cooled, weighed, and the percent of bitumen determined by difference. Before extraction, the sample shall be dried for 3 hours in a constant temperature oven at 325 ± 5 °F (163 ± 3 °C).

1051.03 Bituminous Preformed Joint Filler. Bituminous preformed joint filler shall consist of bitumen, felt, and mineral.

The felt shall be roofing felt produced by the felting of vegetable and animal fibers. The felt shall be free from foreign substances, such as leather, rubber, straw, or wood.

The mineral shall consist of finely crushed slate, limestone, silica, sand, or similar mineral matter.

Roofing scrap may be used in the manufacture of joint filler, provided the quality of felt and mineral are complied with.