

Summary

Rockton School District #140 requests proposals from companies to provide Parking Lot Crack Filling, Seal Coating and Striping as noted herein.

Date Issued: February 4, 2022
Service Requested: Parking Lot Crack Filling, Seal Coating and Striping
RFP Closing Date/Time: February 18, 2022 9:00 AM CT
RFP Contact: Wade Kretsinger, Director of Facilities and Grounds
wkretsinger@rockton140.org (815)-624-1236

Proposals must be sealed and delivered to the attention of Wade Kretsinger, Director of Facilities, Rockton School District #140, 1050 E. Union St. Rockton, IL 61072 on or before **February 18, 2022 9:00A.M.CST.**

All late proposals will be rejected.

All proposals must be signed by a duly authorized representative of the firm.

All unsigned proposals will be automatically rejected.

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate Rockton School District (RSD) or its Board of Trustees to award a contract or complete the proposed project, and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications, may be rejected. Responding vendors must include the required information called for in this RFP. RSD reserves the right to reject a proposal if required information is not provided or is not organized as directed. RSD also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on RSD's website, www.rockton140.com. For this RFP, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

Rockton School District administration will evaluate all proposals. A recommendation to enter into an agreement with the successful bidder will be presented to the Board at the February 23, 2022 board meeting.

We appreciate your interest in Rockton School District and look forward to your response.

REQUEST FOR PROPOSAL

**Parking Lot Crack Filling, Seal Coating and Striping
Stephen Mack Middle School
11810 Old River Rd.
Rockton, IL 61072**

Issue Date: February 4, 2022

RFP Response Deadline: February 18, 2022 9:00 AM CST

**Rockton School District #140
1050 E. Union St.
Rockton, Illinois 61072
Telephone: (815) 624-7143**

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1.0 GENERAL REQUIREMENTS

1.1 Introduction: Rockton School District (hereinafter “RSD”) is inviting responsible Vendors (hereinafter “Bidder” or “Contractor”) to submit proposals for **Parking Lot Crack Filling, Seal Coating, Patching and Striping** as noted herein. A more complete description of the supplies and/or services sought is provided in the “Bid Specifications”. If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFP will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

Unsolicited bid samples or descriptive literature however, are submitted at the vendor’s risk, may not be examined or tested, will not be deemed to vary any of the provisions of the RFP, and may not be utilized by the vendor to contest a decision or understanding with RSD.

1.2 Contact Information: The contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Wade Kretsinger
Director of Facilities
Rockton School District #140
1050 E. Union St.
Rockton, IL 61072
Email: wkretsinger@rockton140.org

1.3 Contract Terms: The successful Contractor agrees to execute a formal written contract with Rockton School District subject to any modifications as may be required by RSD. Bids shall identify the individuals having authority to contractually bind the Contractor. It shall also name the person to be contacted both during the period of evaluation of bids and execution. This information is to include the name, title, address, telephone, fax number, and email address of this individual.

1.4 Minimum Bidder Qualifications: The following minimum qualifications must be met by each bidder:

- a. The Bidder shall have had a minimum of three (3) years, previous experience and possess manpower and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.

1.5 Inspection of Premises: Bidders are invited to inspect the project site completely prior to submitting bids in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to RSD, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

1.6 Key Event Dates:

Rockton School District Issues Bid	February 4, 2022
Pre-Bid Meeting - Optional Stephen Mack Middle School 11810 Old River Rd. Rockton IL 61072	February 8, 2022 9:00 AM
Bid Opening Date Stephen Mack Middle School 11810 Old River Rd. Rockton IL 61072	February 18, 2022 9:00 AM
Recommendation to the Board of Education	February 23, 2022
Notification of Award	February 24, 2022

2.0 BID SUBMISSION

- 2.1 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Director of Facilities via email. The bidder making such request will be solely responsible for its timely receipt by the Director of Facilities. Replies to such notices may be made in the form of an addendum to the solicitation.
- 2.2 Submission:** The submission of a response shall be *prima facie* evidence that the vendor has full knowledge of the scope and nature of the project requirements. **Faxed Bids ARE NOT acceptable.**
- 2.3 Interpretation or Representations.** RSD assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
- 2.4 RFP Questions and Clarifications:** Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum.
- 2.5 Addendum:** The only method by which any requirement of this solicitation may be modified is by written addendum. RSD is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Any addendum will be posted to RSD's website. The addendum shall be acknowledged by signature and included in your bid submission.
- 2.6 Bid Preparation Costs.** The costs for developing and delivering responses to this RFP are entirely the responsibility of the bidder. The District is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.
- 2.7 Cancellation of RFP:** If the Director of Facilities determines that it is in RSD's best interest, he/she reserves the right to do any of the following
- Cancel this RFP
 - Modify this RFP in writing as needed
 - Reject any or all proposals received in bid to this RFP.

- 2.8 Accuracy/ Withdrawal of Proposals Prior to Bid Opening:** Bids may be withdrawn in writing any time prior to the opening hour. However, no proposal may be withdrawn for a period of sixty (60) days subsequent to the opening of the Bid without the prior written approval of the Director of Facilities of Rockton School District.
- 2.9 Taxes:** RSD is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, RSD will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, RSD's Tax Exemption Certificate will be furnished.
- 2.10 Evaluation:** In evaluating the bids submitted, RSD will apply the "Best Value" standard in selecting the vendor to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this bid will be made to that vendor whose offer conforms to the bid and it is determined to be the most advantageous, or "best value" to RSD, in the sole judgment of RSD. The selection process will include, but not be limited to, the following considerations:
1. The quality and range of products and services the firm proposes to provide.
 2. The ability to provide product and service in an expedient and efficient manner.
 3. The firm's overall experience, reputation, expertise, stability, and financial responsibility.
 4. The experience and qualifications of the staff that will be assigned to service RSD's account.
 5. The provider's ability to assist RSD in meeting the overall goals of bid.
 6. The bidder's past relationship with RSD, if any.
 7. Any other relevant factor that a business entity would consider in selecting a vendor.
- 2.11 Award of Contract:** RSD reserves the right to reject any or all prices or bids submitted, waive irregularities, and to accept that bid which is considered to be in the best interest of the District. Any such decision shall be considered final and not subject to recourse. Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered.

The successful bidder will be notified within three business days by e-mail or telephone of their award of contract following the Board meeting. The vendor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from RSD. This bid will be awarded in its entirety to one vendor. We reserve the right to make moderate quantity alterations to conform to budget limitations.

3.0 INSTRUCTION TO BIDDERS

Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. RSD reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid.

3.1 Packaging of Response: Please submit (1) original and (1) hard copies of the bid. The bid documents, must be submitted by mail, hand delivery, overnight carrier or certified mail in a package sealed and labeled showing the following information on the outside:

- Bidder's complete name and address
- Bid Due Date and Time
- Bid for Parking Lot Crack Filling, Seal Coating and Striping
- Sealed Bid

3.2 Late Bids. *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

3.3 Bidder's Signature. The bid submission form must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude RSD from obtaining the best possible supply or service.

3.4 Submit Bids To:

Rockton School District
Attn: Wade Kretsinger
Director of Facilities
1050 E. Union St.
Rockton, IL 61072

1.1 3.6 Bid Opening:

A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: 2-18-2022
2. Bid Time: 9:00 a.m., local time.
3. Location: 1050 E Union St. Rockton, IL 61072. (District Office)

All bids become the property of RSD and will not be returned except in the case of a late bid.

3.7 Responders' Costs: The cost of developing a bid for this RFP belongs solely to the bidder and may not be charged to RSD.

4.0 GENERAL TERMS AND CONDITIONS

- 4.1 Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.
- 4.2 Purchase:** After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Facilities.
- 4.3 Right to Cancel:** RSD may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should RSD exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.
- 4.4 Proprietary Information:** Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While RSD will endeavor to maintain all submitted information deemed proprietary within RSD, RSD will not be liable for the release of such information.
- 4.5 Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of RSD.
- 4.6 Insurance Requirements:** If fabrication, construction, installation, service or other work is specified to be conducted on RSD's premises, supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Illinois; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. The successful bidder shall provide a certificate of insurance naming Rockton School District as additional insured.
- 4.7 Performance and Payment Bond:** For every project greater than Fifty Thousand Dollars (\$50,000), Contractor shall procure a performance and payment bond for the full amount of the contract price. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.
- 4.8 Prevailing Wage Law: This law is in effect.**
- 4.9 Non-Discrimination:** The successful bidder will comply with all Federal and State requirements concerning fair employment, employment of the handicapped, and the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin, or physical handicap.
- 4.10 Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for State contracts to implement detailed and specific sexual

harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal; the definition of sexual harassment under State law; a description of sexual harassment (utilizing examples); the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission (including directions on how to contact the Department and Commission); and the applicability of protection against as provided by the Human Rights Act.

- 4.11 Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in writing the specific regulation which requires such alterations. Rockton School District reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
- 4.12 Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of Rockton School District, including shipping and billing instructions. Rockton School District is responsible for all payments.
- 4.13 Indemnification:** The Contractor shall protect, indemnify and hold RSD harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.
- 4.14 Substitutes to Specifications:** Consideration will be given to alternatives if they are a standard manufactured item as evidenced by literature and specifications enclosed with this bid document. A demonstration may be requested. Submit complete specifications for any substitute offered. Your bid should be made on the Bid Submission Form (Attachment A), and any explanation regarding your bid should be attached. A complete disqualification could result without these reference materials attached. Indicate warranty specifications that apply to the items included in your bid.
- 4.15 Compliance with Law:** Contractor will comply with all valid federal, state and local laws and all ordinances and regulations applicable to the manufacture, sale delivery and labeling of the goods ordered and in the performance of any work pursuant hereto. Contractor also certifies that the merchandise supplied meets both Illinois Life Safety Code and OSHA regulations.

4.16 Disclosure: Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.

4.17 Terms of Payment: RSD operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will RSD agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.

5.0 BID SPECIFICATIONS

SCOPE

The contractor shall furnish all labor, materials, services, tools, equipment and incidentals required to complete paving projects in scheduled areas as defined. In regards to stenciling and numbering, the contractor must provide needed stencils; however the fonts for numbers or symbols can be standardized and do not need to match existing font styles. The standardized font size is to be determined. Contractor is responsible for taking “before” pictures to preserve an image of the required painting. Drawings and pictures will not be provided by the district. Any unforeseen changes the district requires that increase the scope of the striping or stenciling will be paid on a T&M basis.

TIME FRAME FOR WORK TO BE COMPLETED: JUNE 10, 2022 – July 29, 2022

1. CRACK FILL SPECIFICATIONS

- Route existing cracks greater than 1/4” to a width and depth of 1/2”
- Routing equipment will have the ability to cut flat vertical faces on each side of crack wall.
- Cracks will be filled with hot rubberized crack sealant, which shall meet or exceed federal specifications of AASHTO M 173 and ASTM D 3405.
- Filled cracks will be relieved of excess sealant, which extends approximately 1” on each side of the filled crack.
- Apply coat of silica sand or black slag to crack filler as necessary in traffic areas.
- To assure adhesion, cracks shall be dry and clean of all foreign debris, loose dirt and vegetation prior to applying crack sealant.
- The area shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials.

2. SEAL COAT (ASPHALT BASED EMULSION) SPECIFICATIONS

SURFACE PREPARATION

Prior to placing the slurry sealing mixture, unsatisfactory areas shall be repaired and the surface of the pavement shall be clean and free from any vegetation, dust, dirt,

or other loose, foreign matter, grease, oil, or any type of objectionable surface film. The pavement shall be swept with hand brooms or power sweepers or cleaned with pressure streams of water; provided however that flushing with pressure streams of water shall not be permitted in areas having significant amounts of surface cracking. Grates, manholes, tie downs, or other such appurtenances shall be protected from the surfacing material.

Areas that have been subjected to fuel or oil spillage shall be wire brushed to remove any dirt accumulations. The area shall then be primed with tack coat to prevent the seal coat from debonding.

3. SEAL COAT APPLICATION

Product:

- I. Pavement Sealer to be used in Gemseal Guardian AE
- II. **NO SUBSTITUTIONS (see attached spec sheet)** Material tickets may be requested by owner to verify the quantity of sealer being applied as well as the quantity of sand and sealer additives used.
- III. **Under no circumstances shall Emulsified Coal Tar be used.**

Application:

- I. Two (2) coats are to be applied
- II. First coat to be sprayed
- III. Second coat to be squeegeed (by machine or by hand accepted)

4. General Requirements

In all circumstances the work to be performed shall be of first class quality by employees skilled in the respective trade and knowledgeable about the product and equipment being used.

All parking lot edges shall be dressed out and all weeds and grass removed from the edges and disposed of.

Where the asphalt abuts concrete curbing or concrete flatwork, special care shall be taken to prevent the asphalt sealer from spraying or being applied to the concrete. Provide a clean and neat application. Any sealer that contacts the concrete surfaces will be removed prior to completion of the job and payment request.

5. WEATHER LIMITATIONS

The slurry sealing treatment shall not be applied when the surface is wet or when the weather is foggy, when rainy or rain threatens, or when there is a forecast of temperatures below 32 degrees Fahrenheit within 24 hours from the time of the placement of the mixture. No mixture shall be placed unless the ambient temperature is at least 50 degrees Fahrenheit and rising, and the temperature on the pavement surface is at least 50 degrees Fahrenheit.

6. PAINTING (STRIPING)

- Unless otherwise indicated, all re-striping will be for pre-existing painted areas.
- Replicate existing colors and use stencils as needed to match existing numbers, letters, and symbols, arrows, etc. per location.
- 2 coats must be applied

7. PAINT

Paint shall be Waterborne in accordance with the requirements of paragraph 620-2.2 of AC 150-5370- 10A Chg. 12. Paint shall be furnished in Yellow-33538 in accordance with Federal Standard No. 595. Other paints required shall be Blue and White for ADA handicap markings and directional arrows.

8. ENVIRONMENTAL

The Contractor, at their expense, is to obtain all applicable permits and to adhere to all current environmental standard practices and regulations regarding all paint application, paint removal, products, techniques and disposal of project waste materials.

9. WEATHER LIMITATIONS (PAINT)

The painting shall be performed only when the surface is dry and when the surface temperature is at least 45 degrees Fahrenheit (7 degrees Celsius) and rising and the pavement surface temperature is at least 5 degrees Fahrenheit (2.7 degrees Celsius) above the dew point. Painting operations shall be discontinued when the surface temperature exceeds the maximum surface temperatures based on the paint manufacturer's recommendations, and when conditions become excessively windy, dusty, or foggy. The contractor will determine the suitability of the weather.

10. PREPARATION OF SURFACE (PAINT)

Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials.

11. MEASUREMENTS

The contractor shall verify all dimensions on site. **The attached facility aerial photos are provided for reference purposes to identify the specific job areas and is provided for reference purposes only.** The contractor is responsible to examine the areas for compliance with requirements for installation and other conditions affecting performance of products per the manufacturer's requirements and specifications. Any conditions that must be altered to properly install proposed system(s) must be addressed with submission of bid in writing.

12. WORKMANSHIP

The installation shall be done by experienced installers and shall be done in accordance with these specifications, the manufacturer's recommendations and in accordance with best accepted trade practices. A competent person shall properly supervise all work. Each bidding contractor shall submit written evidence, acceptable to the School District, of having experience completing installations of similar size and scope.

13. QUALITY ASSURANCE

The installer guarantees that all materials and workmanship are consistent with specifications established in this Bid Document.

Product spec sheets must be submitted with bid for crack fill, seal coat, and striping products to document compliance with specifications established in this Bid Document.

14. WARRANTY

Contractor shall repair or replace any areas treated with non-compliant products and/or failed work identified within one (1) year from the date of substantial completion accepted by owner or manufacturer's warranty period, whichever is greater.

15. INSTALLATION / WASTE DISPOSAL

Installation process shall be in accordance with product manufacturer specifications and best trade practices. Bid includes off site removal and disposal of all generated waste compliant with local, state and federal laws associated with each project.

16 SUBSTITUTIONS

NO SUBSTITUTIONS. Materials, products and equipment indicated or specified in this Bid Document establish a standard of quality which MUST be met, therefore, no substitutions of the products defined in this bid will be accepted. No exceptions.

A map of SMMS Parking Lot is attached for review.

6.0 ATTACHMENTS

ATTACHMENT A-BID SUBMISSION FORM

Bid Submitted By and Authorized Signature: The individual's signature below constitutes that the person is an officer of the company who is authorized to contractually obligate the company listed below. They further constitute that they have read and agree to all instructions and specifications listed in this bid document unless otherwise marked and listed in the "exception to bid" section.

Bid Submitted by: _____

Signature: _____

Title: _____

- The Owner/ Sole Proprietor
- Member of the Partnership
- Officer of the Corporation
- Member of the Joint Venture

Company: _____

Address: _____

Email Address: _____

Telephone: _____

Fax: _____

Date: _____

Contract Person: _____

FEIN: _____

Company _____
(Print Company Name)

Name _____ **Title** _____
(Print) (Print)

Signature _____
(Signed in Ink)

ATTACHMENT B - CONTRACTOR CERTIFICATION

Illinois Revised Statute 1987
Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company Name _____

By * _____

Address _____

City/State/ZIP _____

* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. **SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE.** Thus, once a RFP for a particular contract is released, RSD cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.

ATTACHMENT C

CERTIFICATE OF COMPLIANCE WITH THE ILLINOIS PREVAILING WAGE LAW

Every eligible bidder and contractor/vendor shall comply with the employment section of Public Contracts provision of the Prevailing Wage Act, 820 ILCS 130/1, as amended.

Rockton School District
1050 E. Union St.
Rockton, IL 61072

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
Certificate of Compliance with the Illinois Prevailing Wage Law

This letter is to certify that _____
(name of company)

is in compliance with Section 39A9 of Chapter 48 of the Illinois Revised Statutes and all amendments pertaining to the payment of prevailing wages as established by the department of labor, to all laborers, workers, and mechanics performing work under this agreement/contract.

Company street address _____

City _____

County _____ State _____ Zip _____

Contact name _____ contact phone _____

Sworn and subscribed to me on this _____ day of _____, 20____; before me, notary public appointed in _____ County for the state of Illinois.

Signature of Notary

printed name

Seal

Commission expiration date

city of residence

county of residence

ATTACHMENT F - REFERRAL LIST

List four companies, schools preferred, to whom your company has sold and installed comparable products within the last three years:

1. NAME: _____
ADDRESS: _____

PHONE: _____

2. NAME: _____
ADDRESS: _____

PHONE: _____

3. NAME: _____
ADDRESS: _____

PHONE: _____

4. NAME: _____
ADDRESS: _____

PHONE: _____

EXHIBIT 2

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish Owner with two (2) original Certificates of Insurance, with Owner named as an additional insured for Commercial General Liability and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the Owner. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to Owner. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to Owner.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:	\$1,000,000/\$1,000,000
1. Premises - Operations	
2. Explosion, Underground and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	
7. Bodily Injury	
Automobile Liability	
Owned, Non-owned, or Rented	\$1,000,000/\$1,000,000
Workers' Compensation and Occupational Diseases	As Required by Applicable Laws
Employer's Liability	\$1,000,000

GUARDIAN AE PAVEMENT SEALER DETAILED APPLICATION SPECIFICATIONS

1. Scope:

This recommended practice covers the application of Guardian AE, a low-VOC (less than 50 grams per liter) asphalt emulsion fortified with proprietary compounds for added strength and durability. Guardian AE weatherproofs asphalt surfaces, seals against penetration by water and oil and blocks the destructive drying action of the sun by forming a tough protective membrane with a deep black color. Guardian AE provides a cost effective measure to extend the service life of all asphalt surfaces. Guardian AE is recommended for all asphalt surfaces including commercial/residential parking areas and driveways.

2. References:

- 2.1. ASTM Specification D-140
- 2.2. ASTM Specification D-244
- 2.3. ASTM Specification D-466
- 2.4. ASTM Specification D-529
- 2.5. ASTM Specification D-2939

3. Materials:

- 3.1. The contractor shall use Guardian AE Asphalt Emulsion Pavement Sealer. No alternative will be accepted. Guardian AE will conform to the following requirements:
 - 3.1.1. Non Volatile Solids shall be 49-53%.
 - 3.1.2. GemSeal GuardFlex shall be the only additive introduced into Guardian AE.
 - 3.1.3. The emulsion shall be produced using a **colloid mill** to ensure homogeneity and appropriate size of the particles in suspension.
 - 3.1.4. The contractor and/or his supplier will provide a certification with each bulk emulsion delivery indicating compliance with the above requirements. Further, the certificate will indicate the non-volatiles (solids) content and ash content of that particular transport lot as determined by results of tests performed on material loaded in the delivery container. Such certifications shall be subject to verification by testing samples of the emulsion received for use on the project. Costs of verification testing will be borne by Project Administrator.
- 3.2. Dilution water shall be potable and free of excessive minerals and contaminants. Water will be provided by Project Administrator and available within a reasonable distance from the job site.
- 3.3. Sand will be washed and graded silica sand, or crushed, washed, and graded slag, free of all contaminants, and conforming within a 40-70 mesh gradation range.

4. Equipment:

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

- 4.1. Spray equipment used on the job shall have mechanical mixing devices incorporated in their construction to assure homogeneous mixing of the emulsion and required additives. The pumping system must be adequate to apply a uniform coating at the specified rates of application. Equipment requiring pressurization of the mixing tank for distribution will not be used.
- 4.2. Motorized squeegee application equipment used on the job will have two or more devices such as squeegees and/or drag broom assemblies to assure even distribution of the asphalt emulsion system. Mechanical mixing devices will be incorporated into the construction of the applicator to assure homogeneous mixing of the emulsion.
- 4.3. Mixing or agitating equipment may be either portable powered or a tank-type power mixer. In any case, mixers shall be of sufficient capacity to assure homogeneous mixing of the emulsion and to maintain complete suspension of mineral aggregate until the emulsion system is applied to the pavement. All storage tanks shall be equipped with mechanical agitators sufficient to keep the asphalt emulsion homogenous during storage.

5. Preparation of Surfaces:

- 5.1. Allow new asphalt to cure. Cure time varies with type of asphalt, aggregate, weather conditions, and construction procedures. Hot mix asphalt will usually cure in 30 - 90 days. Solvent-based cold mix pavements should be allowed to cure for at least 90 days. Required cure time should be determined by Project Administrator, and a written order to proceed will be furnished to the contractor.
- 5.2. Wide cracks, extensive alligator cracking patterns, soft or sunken spots indicate that the pavement and/or base should be repaired or replaced before sealcoating. Extensive patching shall be allowed to cure prior to sealcoating in accordance with paragraph 5.1.
- 5.3. Thoroughly inspect the pavement for minor cracks and other imperfections. Ignore hairline cracks. Cracks of approximately 1/4 - 3/4 inch wide should be cleared of debris and filled with a Bonsal American approved crack sealant in accordance with manufacturer's specification. **(OPTIONAL)**
- 5.4. Remove oil and grease spots that have not permanently damaged or softened the pavement by scrubbing with a detergent and flushing with water until a water-break-free surface is obtained. Oil and grease spots with deeper penetration will be treated by burning with hand held propane torch, and then coating the spot with an approved oil spot primer such as GemSeal TarPrime. If the oil spot is so severe as to cause permanent deterioration of the pavement, or if the pavement has failed due to other causes, the pavement shall be removed to the full depth of the damage and replaced with new asphalt pavement in accordance with paragraphs 5.1 and 5.2.
- 5.5. Old traffic control lines may be blackened with black epoxy or black acrylic coatings. Excessive build up of lines should be abraded before any prime coats of emulsion are applied. **(OPTIONAL)**
- 5.6. Highly oxidized or weathered asphalt surfaces shall be primed with a coat of Guardian AE diluted 40% with water. The prime coat shall be allowed to dry thoroughly before proceeding with additional applications. Application rate shall be 0.08 - 0.10 gallon per square yard of diluted Guardian AE. **(OPTIONAL)**
- 5.7. Immediately before application of sealer, clean the surface of all loose dust, dirt, leaves, and any other foreign materials by sweeping, blowing, flushing with water, or any combination of the three.

6. Mix Design and Application Rates:

6.1.

Use	Coats Gallon	Guardian AE Gallon	Water Gallon	Sand*** (x100 lbs.)	Latex Polymer (GuardFlex) Gallon	Application Mix Gal/Sq.Yd.
Low Traffic	1st	100	25-35	2-3	1-2	0.11 -0.13
	2nd	100	25-35	2-3	1-2	0.11 -0.13
Medium Traffic	1st	100	25-35	3	2	0.11 -0.15
	2nd	100	25-35	3	2	0.11 -0.15
High Traffic	1st*	100	25-35	3-4	2	0.11 -0.15
	2nd	100	25-35	3-4	2	0.11 -0.15
	3rd	100	25-35	3-4	2	0.11 -0.15

*1st Coat is applied to entrances, exits, high traffic lanes and turning radii.

NOTE:

- 1. Sealcoating is not recommended for enclosed or permanently shaded parking areas such as underground parking garages.
- 2. Water dilution ratios shown are volumetric and based on Guardian AE received at 49-53% solids. Water dilution ratios may be adjusted within the recommended range to achieve good application consistency, but mix designs containing in excess of 35 gal water are not recommended.
- 3. Approximately 20 pounds of sand displaces 1 gallon of liquid.
- 4. Project Administrator may require the contractor to submit one or more samples, at random, throughout the course of the job for mix design verification.

WARNING: Sealcoats, when improperly applied and/or under certain environmental conditions, may become slippery. As with any paint-like coating, repeated applications reduce texture. Skid resistance can be improved with additions of 3 to 4 pounds of sand per gallon. CAUTION MUST BE EXERCISED, particularly when skid resistance is a major safety factor.

- 6.2. Guardian AE is specifically designed to be used with GemSeal GuardFlex. Do Not use other additives. They are not chemically compatible with Guardian AE and will degrade the emulsion. Use of non-approved latex additives may void product warranty at Bonsal American's sole discretion.
- 6.3. Water shall be added to the Guardian AE in accordance with approved mix design. GuardFlex shall be added after the water and only in accordance to the approved mix design. Sand will be slowly added into the Guardian AE with the mixer engaged during the addition of sand to assure uniform dispersion. Sand shall be in accordance with the approved mix design.
- 6.4. Slow mixing shall be continuous from the time all materials are placed into the mixer until the pavement sealer mix is applied by the application equipment. During the entire mixing process, no breaking, segregating, or hardening of the emulsion, and no balling or lumping of the aggregate shall be permitted.
- 6.5. The coating shall be applied uniformly over the entire pavement surface and free of voids and pinholes. When pavement temperatures are in excess of 120° F, fog spraying of pavement with clean water is recommended to achieve better bond and even spreading of material. Properly applied fog spray shall dampen pavement without leaving puddles. **(OPTIONAL)**
- 6.6. Subsequent coats will be applied only after the previous coat is dried, preferably 24 hours later, but after no less than 4 hours under ideal conditions. Ideal conditions are temperatures in excess of 70° F, sunshine, and less than 60% relative humidity. Marginal conditions can require curing times greater than 24 hours. Subsequent coats should be applied at right angles to the previous coat, if possible.
- 6.7. Sealer will not be applied unless the temperature is a minimum 50° F and rising and pavement temperature is 60° F and rising. Work will be completed so that there is a minimum of three hours of sunlight remaining after completing the day's work. Sealer will not be applied under rainy or wet conditions such as an overcast sky with high humidity. **UNDER NO CIRCUMSTANCES** will work, be performed under cold and/or wet conditions, nor will emulsion be used that has been subjected to freezing weather.

7. Incidentals:

- 7.1. The contractor and Project Administrator will coordinate their activities with each other to ensure the availability of the work area so as not to delay the execution of the project, to maintain traffic flow, and to minimize activities that might be detrimental to the work in progress such as automatic sprinkler systems, other customer or construction traffic, etc.
- 7.2. The contractor will notify the Project Administrator of pavement areas that he feels have so deteriorated or have other outside factors such as poor drainage, improper construction, etc., that will render the application of a seal coat ineffective.
- 7.3. Striping will be done with a latex or acrylic paint approved by the manufacturer. No striping will commence until the seal coat has cured for at least 24 hours.

8. WARNINGS and Miscellaneous Notes:

- 8.1. Skid Resistance: Sealcoats, when improperly applied and/or under certain environmental conditions, may become slippery. As with any paint-like coating, repeated applications reduce texture. Skid resistance can be improved with additions of 3 to 4 pounds of sand per gallon. **CAUTION MUST BE EXERCISED**, particularly when skid resistance is a major safety factor, Bonsal American does not recommend sealcoating asphalt pavements with the following characteristics; main thoroughfares, runways, steep inclines, poor drainage, and vehicles traveling at speeds in excess of 25 mph that are subject to rapid stops or hydroplaning. Bonsal American recommends applying asphalt emulsion to asphalt pavement surfaces only.
- 8.2. Container warning: Containers, regardless of being empty, half full, or full of product, may retain a residue of liquid and/or vapor and can be dangerous. **DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, OR OTHER SOURCES OF IGNITION; THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.** Do not attempt to clean since residue is difficult to remove. "Empty" drums should be completely drained, properly bunged, and promptly returned to a drum reconditioner. Empty pails should have a hole punched in the pail bottom to prevent drowning of small children. All containers should be disposed in an environmentally safe manner and in accordance with governmental regulations. For work on tanks, refer to OSHA regulations, ANSI 49.1, and other governmental and industrial references pertaining to cleaning, repairing, welding, or other contemplated operations.
**Container refers to any vessel, can, drum, tanker, distributor tank, etc., that may be used for handling and/or storing any of the products covered by this guideline specification or any product of unknown origin.

- 8.3. Health and Environmental: Guardian AE is not considered a hazardous waste and meets all current Federal requirements for industrial waste. **AS AN APPLICATOR** you should be familiar with all potential hazards prior to entering the workplace. Toxicity Characterization Leaching Procedure information and Material Safety Data Sheets will be provided upon request. In case of accidental spill, contain with absorbent material, allow to dry, and dispose, of according to local, state and federal regulations. Precautions should be taken to prevent surface runoff and Guardian AE from entering storm drainage system or ponds.
- 8.4. Maintenance of coating can prolong its life and attractive appearance. Sand, gravel and other debris should be removed as they accumulate. Oil drippings, antifreeze, etc. can be scrubbed with mild detergents and flushed with clean water.
- 8.5. Technical assistance is available from Bonsal American upon request.
- 8.6. Do not allow to Guardian AE to freeze. Freezing will void product warranty.

LIMITED WARRANTY

GemSeal Pavement Products warrants that for a period of one (1) year from date of purchase this product shall be free from manufacturing defects and shall meet or exceed performance standards listed in the technical data sheet for the product at the time of sale, if used as directed and within the stated shelf life. This Limited Warranty applies only if the product is stored, used, and applied over a properly prepared substrate in strict accordance with applicable specifications and instructions issued by GemSeal Pavement Products. The Limited Warranty will not apply if the product is altered, modified, or misused after it has left the control of GemSeal Pavement Products. GemSeal Pavement Products will not be responsible for defects caused by factors beyond its control, including but not limited to workmanship, application equipment, weather, acts of God, structural failure, condition or movement of substrate, improper additives, poor drainage, ponded water, improper maintenance, damage from snow removal equipment, and normal wear and tear. GemSeal Pavement Products does not warrant that the product or any method of use or application would be suitable for any particular site conditions.

All warranty claims must be submitted in writing, with proof of purchase, to the following address: 3700 Arco Corporate Drive, Suite 425, Charlotte, NC 28273. Unused portions of product must be returned upon request. Replacement of defective product or, at GemSeal Pavement Products' option, refund of the purchase price of defective product shall be the buyer's sole remedy under this Limited Warranty. In no event shall GemSeal Pavement Products be liable for any damages in excess of the purchase price of the defective product. This Limited Warranty does not cover labor costs for product application, replacement, or repair. GEMSEAL PAVEMENT PRODUCTS SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST SALES OR PROFITS, BUSINESS INTERRUPTION, DELAYS, PHYSICAL DAMAGE TO OTHER MATERIALS OR PROPERTY, OR LOSS OF USE OF PROPERTY.

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. GEMSEAL PAVEMENT PRODUCTS EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No modification or extension of this Limited Warranty shall be valid unless given in writing and signed by an authorized officer of GemSeal Pavement Products. Sales personnel and product distributors are not authorized to modify or extend this Limited Warranty.

CAUTION:

Contains asphalt; a skin irritant. Keep out of reach of children. Do not take internally. Avoid prolonged or repeated contact with skin or breathing of vapors. In case of contact with eyes, flush with plenty of water, and seek immediate medical attention. Use with adequate ventilation. Do not use in confined areas.

MANUFACTURING & CUSTOMER SERVICE:

Call (866) 264-8273 to find the nearest GemSeal location to purchase Guardian AE.

GemSeal Pavement Products
Corporate Headquarters
3700 Arco Corporate Drive, Suite 425
Charlotte, NC 28273



University Pkwy

Base Bid

11810 Old River Road

Stephen Mack Middle School



Alternate 1

11810 Old River Road

Stephen Mack
Middle School



Alternate 2

11810 Old River Road

Stephen Mack Middle School

