

2017

Village of Algonquin

Village of Cary

City of Crystal Lake

Village of Huntley

Village of Lake in the Hills

Village of Lakewood

City of McHenry

City of Woodstock

MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE



2017 PAVEMENT REJUVENATOR PROGRAM

REQUEST FOR JOINT CONTRACT PROPOSAL

SOLICITING AGENCY: CITY OF MCHENRY

**MCHENRY COUNTY
MUNICIPAL PARTNERING INITIATIVE
2017 PAVEMENT REJUVENATOR PROGRAM**

OWNER CONTACT INFORMATION

Village of Algonquin

110 Meyer Drive
Algonquin, IL 60102
Telephone: 847-658-2754
Attention: Bob Mitchard
Director of Public Works

Village of Lake in the Hills

9010 Haligus Road
Lake in the Hills, IL 60156
Attention: Fred Mullard
Director of Public Works

Village of Cary

454 Cary Woods Circle
Cary, Illinois 60013
Telephone: 847-639-0003
Attention: Erik Morimoto
Director of Public Works /
Village Engineer

Village of Lakewood

6570 Haligus Road
Lakewood, IL 60014
Telephone: (815) 459-3025
Attention: Barry Wickersheim
Public Works Foreman

City of Crystal Lake

100 W. Woodstock Street
Crystal Lake, IL 60014
Telephone: 815-356-3614
Attention: Larry Zurek
Street Division
Superintendent

City of McHenry (Soliciting Agency)

1415 Industrial Drive
McHenry, IL 60050
Telephone: 815-363-2186
Attention: Jon Schmitt
Director of Public Works

Village of Huntley

11000 Bakley Street
Huntley, IL 60142
Attention: Timothy Farrell
Director of Public Works
and Engineering

City of Woodstock

326 Washington Street
Woodstock, IL 60098
Telephone: 815-338-6118
Attention: Jeff Van Landuyt
Director of Public Works

MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE 2017 PAVEMENT REJUVENATOR JOINT CONTRACT PROPOSAL

GENERAL INSTRUCTIONS

1. Interpretation of Documents Included in Contract Package

- A. Defined Terms. All terms capitalized in these General Instructions and in the other documents included in the Contract Package are defined in the documents included in the Contract Package and shall have such defined meanings wherever used.
- B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, the Contractor shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Proposal as fully as if it were particularly described.

2. Term

The term of this Agreement shall be for one (1) year from the date of award. The Municipalities, as a whole, reserve the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. At the end of the initial or renewal term, the Municipalities, as a whole, reserve the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Municipalities to appropriate funds in future contract years.

3. Prevailing Wages

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases

in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

4. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Contractor's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the Contractor, if necessary. Owner will not reimburse, nor assist the Contractor in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the Contractor.

Contractor's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. **Permits and Licenses**

It shall be the sole responsibility of the Contractor to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the Contractor's failure to include these costs in its Proposal.

6. **Signature Requirements**

A. **Contractor's Proposal.** The following requirements shall be observed in the signing of the Contractor's Proposal:

- (1) **Corporations.** The Contractor's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
 - (2) **Partnerships.** The Contractor's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
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- (3) Individuals. The Contractor's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. The Contractor's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of the Contractor shall be furnished.

- B. Other Documents. The signature requirements set forth in Subsection 6A shall apply to all other documents in the Contract Package required to be executed by the Contractor, Contractor's sureties and Contractor's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

7. Performance Bonds and Insurance

- A. Performance and Payment Bonds. The Contractor will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, the Municipalities, from a surety company meeting the requirements set forth above. The Contractor's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, the Municipalities, upon award of the Contract.
- B. Insurance. The Contractor will be required to furnish certificates and policies of insurance upon award of the Contract per the requirements below, unless otherwise noted and attached for individual municipalities with different provisions.

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:

- i. **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.
 - ii. **Employers Liability** covering all liability of Contractor as employer, with limits not less than:
 - \$1,000,000 per injury – per occurrence;
 - \$1,000,000 per disease – per employee; and
 - \$1,000,000 per disease – policy limit.
 - iii. **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
 - iv. **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
 - v. **Umbrella Excess Liability** with limits not less than:
 - \$2,000,000 over Primary Insurance
 - vi. Contractor agrees that with respect to the above required insurance:
 - The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
 - To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide
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thirty (30) days' notice, in writing, of cancellation or material change.

- The Contractor's insurance shall be primary in the event of a claim.
 - **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.
 - A Certificate of Insurance that states that 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."
 - The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.
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EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
EXAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

- vii. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.
- viii. **Hold Harmless:** The Contractor agrees to indemnify, save harmless and defend the Village of Algonquin, Village of Cary, City of Crystal Lake, Village of Huntley, Village of Lake in the Hills, Village of Lakewood, City of McHenry, City of Woodstock, 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 the 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. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

8. **Withdrawal of Contractor's Proposal**

The Contractor's proposal shall not be withdrawn without the consent of Owner for a period of sixty (60) days after submission of the Proposal. The Contractor's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that *the Contractor has not been awarded the contract* and that a request in writing, executed by Contractor, for the withdrawal of such Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Contractor's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Proposal.

9. **Award of Contract**

- A. **Reservation of Rights.** Owner reserves the right to accept or not accept the Contractor's Proposal; to accept any item of the Contractor's Proposal; to accept and incorporate corrections, clarifications or modifications following submission of the Contractor's Proposal; and to waive technicalities.
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10. **Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Contract Package has been delivered to the Contractor (“Effective Date of Award”). Owner will prepare five (5) copies of the Contract and will submit them to the Contractor with the Notice of Award.

11. **Closing of Contract**

- A. **Closing Date.** Unless otherwise stated in the Notice of Award, the Contractor shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Contractor (“Closing”) on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award (“Closing Date”).
- B. **Conditions Precedent to Closing.** On or before the Closing Date, the Contractor shall: (1) sign (see Section 6), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance required by the Contract Package.

If the submitted documents or any of them fail to comply with these General Instructions or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the Contractor an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

- C. **Closing.** At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the Contractor at the Closing. The Contractor shall tender one copy to its Surety Company or companies. The Contractor or its agent shall be present at the Closing.
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12. **Freedom of Information Act**

The Contractor, by submission of its Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

13. **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 Contractor. The contractor agrees that the City of McHenry shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The Contractor 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.

The Contractor 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 Contractor and the other Municipality.

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

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

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE
2017 PAVEMENT REJUVENATOR JOINT CONTRACT PROPOSAL**

CONTRACTOR'S PROPOSAL

Full Name of Contractor: _____ (“Contractor”)

Principal Office Address: _____

Local Office Address: _____

Contact Person: _____

Email: _____ Telephone: _____

To: City of McHenry, Public Works Department (“Soliciting Agency/Owner”)
1415 Industrial Drive
McHenry, IL 60050
Attention: Troy Strange, Project Engineer

Contractor warrants and represents that Contractor has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents.

Contractor acknowledges and agrees that all terms capitalized in this Proposal shall have the meaning given to them in the documents included in the Contract Package.

1. **Work Proposal**

- A. **Contract and Work**. If this Proposal is accepted, Contractor proposes, and agrees, that Contractor will contract with Owner, in the form of the Contract included in the Contract Package: (1) to provide, perform and complete at the site or sites described in the Contract Package (“Work Site”) and in the manner described and specified in the Contract Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in the Special Provisions; (2) to procure and furnish all permits, licenses
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and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Provisions to the Contract included in the Contract Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Contract Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

- B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The Contractor shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.
- C. Manner and Time of Performance. If this Proposal is accepted, Contractor proposes, and agrees, that Contractor will perform the Work in the manner and time prescribed in the Contract Package and according to the requirements of Owner pursuant thereto.
- D. General. If this Contractor's Proposal is accepted, Contractor proposes, and agrees, that Contractor will do all other things required of Contractor, as the case may be, by the Contract Package.

2. **Contract Price Proposal**

If this Contractor's Proposal is accepted, Contractor will, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Contractor understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE
2017 PAVEMENT REJUVENATOR JOINT CONTRACT PROPOSAL**

SCHEDULE OF PRICES

Company Name: _____

Address: _____

Contact Person: _____

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	PAY ITEM	TOTAL EST. QUANTITY	UNIT PRICE	ANNUAL COST
		SQ YD REJUVENATOR APPLIED		
1 (Year 1)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	400,000	\$	\$
1 (Year 2)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	400,000	\$	\$
1 (Year 3)	RECLAMITE EMULSIFIED MALTENE BASED REJUVENATOR	400,000	\$	\$

Individual quantities for each agency in the joint contract proposal are included in the special provisions at the end of this contract document.

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are estimates only, the Municipalities reserve the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Contractor deems appropriate with respect to such risks and changes in the Work that the Contractor, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. The Contractor, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Contractor Proposes and agrees, that, unless otherwise authorized by the individual Municipality, the Contractor shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Contractor shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date").

If this Contract/Proposal is accepted, Contractor proposes, and agrees, that the Contractor shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in the Contract Package.

4. **Firm Proposal**

All prices and other terms stated in this Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which the Contractor's Proposal is submitted or such extended acceptance date for Contractor's Proposals as may be established by the Owner or Contractors written request.

5. **Contractor Representations**

- A. **No Collusion**. Contractor warrants and represents that the only persons, firms, or corporations interested in this Proposal as principals are those named in Contractor's Sworn Acknowledgment attached hereto and that this Proposal is made without collusion with any other person, firm or corporation.
- B. **Not Barred**. Contractor warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.
- C. **Qualified**. Contractor warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.
- D. **Owner's Reliance**. Contractor acknowledges that Owner is relying on all warranties, representations and statements made by Contractor in this Proposal.

6. **Surety and Insurance**

Contractor herewith tenders surety and insurance commitment letters.

7. **Owner's Remedies**

Contractor acknowledges and agrees that should Contractor fail to timely submit all additional information that is requested of it; or should Contractor, if Owner awards Contractor the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Contractor, if Owner awards Contractor the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, the Owner shall have the right to cancel the award of the contract. The Contractor shall not be entitled to any damages, costs, or anticipated profits associated with the cancelling of the contract.

8. **Owner's Rights**

Contractor acknowledges and agrees that Owner reserves the right to reject the Contractor's Proposal, reserves the right to accept or reject any item of any Contractor's Proposal and reserves such other rights as are set forth in the General Instructions.

9. **Contractor's Obligations**

In submitting this Proposal, Contractor understands and agrees that it shall be bound by each and every term, condition or provision contained in the Contract Package, which are by this reference incorporated herein and made a part hereof.

DATED this _____ day of _____, 20_____.

Attest/Witness:

Contractor

By: _____

By: _____

Title: _____

Title: _____

CONTRACTOR'S SWORN ACKNOWLEDGEMENT

_____ (“Deponent”), being first duly sworn on oath, deposes and states that the undersigned Contractor is organized as indicated below and that all statements herein made are made on behalf of such Contractor in support of its Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Contractor has carefully prepared, reviewed and checked its Proposal and that the statements contained in its Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Contractor is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership**

ACKNOWLEDGEMENT

Contractor is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Contractor is an individual, whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Contractor is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE) ADDRESS

_____ (_____) _____
_____ (_____) _____
_____ (_____) _____

[For each signatory, indicate type of entity (Corporation = “C”; Partnership = “P”; and Individual = “I”) and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

ACKNOWLEDGEMENT

DATED this _____ day of _____, 20__.

Attest/Witness: _____
Contractor

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to

My Commission Expires:

_____ before me this ____ day of _____, 20__.

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS, SECTION 6,
FOR SIGNATURE REQUIREMENTS**

MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE 2017 PAVEMENT REJUVENATOR JOINT CONTRACT PROPOSAL

SPECIAL PROVISIONS

The following Special Provisions supplement the General Instructions, the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2012 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Street and Highways” in effect on the date of submission of the Proposal. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

The term “Municipalities” and “Village” refers to the Village of Algonquin, Illinois; Village of Cary, Illinois; Village of Huntley, Illinois; Village of Lake in the Hills, Illinois; Village of Lakewood, Illinois; “City” refers to the City of Crystal Lake, Illinois; City of McHenry, Illinois; and City of Woodstock, Illinois.

DESCRIPTION OF IMPROVEMENT

This work shall consist of the application of Rejuvenator and all necessary and related work as detailed in the Special Provisions.

CONTRACT TIME

Contractor shall complete the Work no later than August 18, 2017, unless otherwise approved in writing by the Municipality’s representative.

WORKING HOURS

No work shall be performed between 7:00pm and 7:00am, but not on Saturdays, Sundays, or legal holidays without written permission of the Owner. However, emergency work may be done with permission from the Municipality’s representative.

TRAFFIC CONTROL AND SITE SAFETY

The Contractor is responsible to provide Traffic Control that meets the requirements specified in Section 701 of the Standard Specifications. Traffic Control is considered incidental to this Contract.

The Contractor shall contact the City/Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Application of Rejuvenator shall be planned so as to cause a minimum of inconvenience to the adjacent property owners.

LOCATION OF IMPROVEMENTS

This work is to be completed at various locations within each Municipality. The exact locations shall be provided to the Contractor upon award of the Contract and prior to beginning work.

RECLAMITE EMUSIFIED MALTENE-BASED REJUVENATOR

General Scope: This work shall consist of furnishing all labor, material, traffic control and equipment necessary to perform all operations for the application of Reclamite Emulsified Maltene-Based Asphalt Rejuvenating Agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

Pre-Construction: The CONTRACTOR shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications to the Resident Engineer at the pre-construction meeting.

Material Specifications: The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. The Contractor must submit with its Proposal a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

RECLAMITE MALTENE-BASED ASPHALT REJUVENATOR SPECIFICATIONS:

<u>Property</u>	<u>Test Method</u>	<u>Requirements</u>	
Viscosity	ASTM	Min.	Max.
@ 25°C, SFS	D244	15	40
Residue, w%	D244 (Mod) ³	60	65
Miscibility Test	D244 (Mod)2	Pass	
Sieve Test, w%	D244(Mod.)1		0.1
Particle Charge Test	D244	Positive	
Tests on Distillation Residue:			
Flash Point, COC, C	D92	196	-
Viscosity@ 60C, C	D2170	100	200
Asphaltenes, %w	D2006-70	-	1.00
Maltene Dist. Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	D2006-70	0.3	0.6
Polar Compounds/Saturates Ratio	D2006-70	0.5	
Asphaltenes, w%	D2006-70		1.0
Saturated Hydrocarbons, w%	D2006-70	21	28

¹Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.

2 Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

3 ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

Material Performance: The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate, replace lost maltene fractions, and decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to prevent the intrusion of air and water.

The Contractor must submit with its Proposal:

1. Asphalt Rejuvenator product name and descriptive literature. Literature shall be descriptive and detailed information and shall show it at least meets the material specifications.
2. A current Material Safety Data Sheet (MSDS) for the material.
3. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
4. Previous use documentation and test data conclusively demonstrating that the rejuvenating agent has been used successfully for a period of two years by government agencies such as Cities, Counties, or DOT's.
5. Testing data from a minimum of five projects showing that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

Product Standards: The product "Reclamite"® produced by Tricor Refining, LLC is the standard for the naphthenic emulsified maltene-based asphalt rejuvenating agent requirements and the prices quoted on the Schedule of Prices shall be for one of these standards.

Applicator Experience: The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The Contractor shall have a minimum of 5 years experience in applying the product proposed for use on municipal streets. The Contractor must submit with its Proposal a list of five (5) projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be present and in control of each day's work. The Contractor shall submit at the preconstruction meeting a written experience outline of the

project superintendent.

Application Temperature and Weather Limitations: The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when there is no likelihood of precipitation forecasted within twenty-four (24) hours of application. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 45 degrees Fahrenheit or when temperatures are forecasted to fall below 40 degrees Fahrenheit within twenty-four (24) hours of application. It shall be the discretion of the Resident Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Resident Engineer.

Handling of Asphalt Rejuvenating Agent: Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Project Manager.

Application Equipment: The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply % pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or tree lawns. Any wet sand shall be rejected from the job site. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.

Application of Rejuvenating Agent: The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer

application. Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck. Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense. After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer. The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

Street Sweeping

The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods approved by the Resident Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used. All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment. All debris generated by sweeping shall be picked up and disposed of by the contractor. Street sweeping shall be included in the unit price per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

Written Notification

The Contractor shall distribute written notification in the form of an informational pamphlet to all residents of streets to receive rejuvenator. This written notification shall be distributed no greater than 48 hours prior to application. This work shall be considered incidental to the Contract.

Traffic Control and Safety: The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic.

Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and IDOT standards.

The Contractor shall notify the Resident Engineer as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.

Basis of Payment: This work shall be paid for by the contract unit price per square yard for RECLAMITE EMULSIFIED MALTENE-BASED REJUVENATING, which price shall include all materials, equipment, labor, traffic control, sweeping, written notification, material disposal, and incidentals to complete the work as specified and required.

SCHEDULE OF QUANTITIES – BY INDIVIDUAL AGENCY

The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications.

Agency	Quantity (SQ YD)
Village of Algonquin	70,000
Village of Cary	23,000
City of Crystal Lake	
Village of Huntley	40,150
Village of Lake in the Hills	25,000
Village of Lakewood	30,000
City of McHenry	115,000
City of Woodstock	30,000

APPENDIX A

AGREEMENT ACCEPTANCE

PAVEMENT REJUVENATOR APPLICATION

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:
