REQUEST FOR PROPOSAL
HOMEWOOD-FLOSSMOOR PARK DISTRICT

Sealcoating

I. Introduction

The Homewood-Flossmoor Park District is seeking proposals for sealcoating at three park district locations.

II. Project Locations/Descriptions

- Homewood-Flossmoor Ice Arena, 777 Kedzie Avenue, Flossmoor
  - Parking lot
- Goldberg Administration Center, 3301 Flossmoor Road, Flossmoor
  - Parking lot
- Lions Club Pool and Park, 1041 Ridge Road, Homewood
  - Two parking lots and a service road (in/out)

III. General Conditions and Requirements

This request for proposal (RFP) is only an invitation to submit a proposal and does not commit the park district in any way to enter into a contract for sealcoating. In addition, the RFP does not obligate the Park District to pay any costs incurred by any respondent in conjunction with the preparation of a response to this request.

The following provisions, without limitation, apply:

A) Contractor will submit an invoice for payment, which will be paid according to the Park District's established payment procedure. The request for payment shall include a sworn statement and final waivers from the contractor and all subcontractors and material suppliers. **The Contractor MUST submit a notarized, certified payroll, pursuant to Illinois law, and as approved by the Illinois Department of Labor stating the wages paid to each craft of employee and all other required information. When the Illinois Department of Labor's website is available to accept contractors' certified payrolls, certified payrolls must be submitted to the Department of Labor and not to the owner.**

B) The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the work, including, but not limited to the following: (a) the Drug Free Workplace Act (30 ILCS 580/1 et seq.); (b) the Illinois Human Rights Act (775 ILCS 5-101 et seq.), including APPENDIX A Equal Employment Opportunity Clause (44 Ill. Adm.Code 750. App.A) copy attached; and will have in place a no-harassment policy pursuant to said Act; (c) the Homewood-Flossmoor Park District Ethics Ordinance #466; (d) the United States Equal Employment Opportunity Act. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. WAGES AND RATES: In all work performed under this Contract the

Contractor and all of its subcontractors shall comply with the provisions of AN ACT regulating wages of laborers, mechanics and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works (820 ILCS 130/1 et seq.) The contractor shall not pay less than the rates of wages prevailing in the District as determined by the Illinois Department of Labor to all laborers, mechanics and workers performing any work under this Contract.

C) The Contractor shall require all of its subcontractors to comply with the requirements of the preceding paragraph, which shall be incorporated in each and every subcontract for all or any portion of the work. Prevailing wage rates are revised from time-to-time by the Illinois Department of Labor, and those rates are available at the Department's official website. ILLINOIS WORKERS: The Contractor shall comply with all requirements of 30 ILCS 570/1 et. seq., with reference to Employment of Illinois Workers on Public Works Project Act. The Contractor shall submit a certificate as required by the Illinois Criminal Code, 720 ILCS 5/33E, *et seq.* "SUBSTANCE ABUSE PREVENTION: the Contractor shall comply with the Substance Abuse Prevention on Public Works Act (820 ILCS 265, *et. Seq.*).

D) Documents submitted in response to the RFP become the exclusive property of the Park District and are accordingly considered public records under the Freedom of Information Act. The Act specifically exempts proposals until a final award is made.

E) The Park District expressly reserves the right at any time and from time to time, for its own convenience, and without notice to do any or all of the following:

- Waive or correct any defect or technical error in any response, proposal, or proposal procedure, as part of the RFP or any subsequent negotiation process.
- Reject any and all proposals, with or without cause, and without obligation to indicate any reason for such rejection.
- Modify the selection procedure, the scope of the proposed license, minimum requirements, or the required responses.
- Negotiate with any, all, or none of the respondents to the RFP.
- Must comply with all American with Disabilities regulations.

IV. Qualifications

The selected firm will demonstrate a proven record in providing comparable services.

A) Provide five (5) acceptable references. List your experiences dealing with similar service.

B) Insurance Requirements for Contractors – Attention is directed to the insurance requirements below. It is highly recommended that companies confer with their respective insurance carriers or brokers to determine in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in

connection with services, products and materials supplied to the Park District. The cost of such insurance shall be borne by the Contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Types and Limits of Insurance

Commercial General Liability

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

If the Contractor maintains higher limits than the minimums shown above, the Park District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Park District.

Cyber Liability

Cyber Liability insurance with limits of not less than $1,000,000 for each occurrence and an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Park District and for claims involving any professional services for which Contractor is engaged with Park District for such length of time as necessary to cover any and all claims

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Park District. At the option of the Park District, either: the Contractor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Park District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Park District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as

broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Park District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Park District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Park District.

Verification of Coverage

Contractor shall furnish the Park District with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Park District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Park District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Contractor hereby grants to Park District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Park District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Park District has received a waiver of subrogation endorsement from the insurer

Special Risks or Circumstances

Park District reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising out of or resulting from Contractor's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, irrespective as to whether it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as

to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

C) Contractor shall show proof that it has all required state and local licenses to provide the services set forth in this RFP.

Response to the Request

Questions concerning this request must be directed to Doug Boehm, Superintendent of Parks & Planning, 708-957-0280, dboehm@hfparks.com.

Interested companies must respond to this request no later than 10:00 am on Tuesday, March 10, 2020.

Proposals should be submitted to:

Doug Boehm
Homewood-Flossmoor Park District
3301 Flossmoor Road
Flossmoor, IL 60422
708-957-0280 phone
dboehm@hfparks.com

SCOPE OF WORK

Work to be completed by May 22, 2020

CRACK FILLING: HOT APPLIED

1. Material to exceed federal specifications SS-S-164 WR Meadows HI-Spec or equal.
2. Prior to the application of crack sealer, cracks and joints over ¼ inch shall be cleaned to remove all vegetation and debris from the cracks.
3. The cleaned cracks shall be sealed using a double oil jacketed melter.
4. The crack sealer shall be applied to provide a neat uniform band approximately 2 inches wide.

PAVEMENT SEALER

This recommended practice covers the application of mineral-colloid-stabilized emulsified coal tar pitch pavement sealer. This application serves as weather protection, beautification of surface and solvent resistant sealer for bituminous pavements of parking lots.

Materials:

1. Emulsified coal tar pitch pavement sealer, Brewer cote or equal will conform to the following requirements:
    a) Federal Specification ASTM Specification D5727 (formerly Federal Specification RP-355).
    b) The tar pitch prior to emulsification shall conform to ASTM D-490 grade RT-12. Oil and gas tars shall not be use even though they might comply with ASTM D-490.
    c) The emulsion shall be produced using a colloid mill to insure homogeneity and appropriate size particles in suspension.
    d) The contractor will provide a certification with each emulsion delivery indicating compliance with above requirements.
    e) Water sued as diluents shall be potable and free of excessive minerals and contaminants.
2. Sand aggregate will be washed and graded silica sand, free of all contaminant and conforming to the following gradation:
    a) Sieve size #40-60 with 100% passing on #20 sieve.
3. Latex additive:
    a) Tarmax R-100 or equal.
    b) The additive must mix homogeneously and be completely compatible with the coal tar emulsion, water and sand system.

EQUIPMENT

All tools and equipment necessary to perform the contract in accordance with the specified terms and c conditions, such as brushes, hand squeegees, pumps and hose equipment, storage tanks, mixing tanks, power sweepers, blowers, barricades and applicator equipment shall be provided and required by the contractor. All methods employed in performing the work and all equipment necessary for executing any part of this work shall be subject to approval by the project administrator before work is started and whenever found unsatisfactory will be changed. Distributors used on the job will have mechanical mixing devices incorporated in their construction to assure homogeneous mixing of the emulsion and required additives. No hand mixing equipment will be allowed. The distribution system must be adequate to apply a uniform coating at the specified rates of application.

PREPARATION OF SURFACE

Thoroughly inspect the pavement surface for minor cracks and other imperfections. Areas that have been subjected to fuel and oil spillage, shall be wire brushed or scraped to remove any excess dirt and grease accumulations. The area shall then be primed with an acrylic copolymer latex such as Tarloc to provide proper bonding on the sealcoat. 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 the combination of the three.

PREPARATION OF THE TAR EMULSION

1. Required coal tar emulsion mixture ratio:
   a) coal tar emulsion 100 gallons
   b) water 35 gallons
   c) latex additive 3 gallons
   d) sand 300 pounds
2. Aggregate shall be added at a slow uniform rate, after the mix water and latex additive have been dispersed into the tar emulsion. Slow mixing shall be continuous from the time all materials are placed into the mixer until the slurry is applied to the pavement.

APPLICATION: 2- COATS

1. First coat:
   a) Application may be made by hand brushes, squeegees or mechanical applicators. Coverage rate of 50-75 square feet per gallon.
   b) Allow sealer to dry thoroughly before applying the second coat.
2. Second coat:
   a) The second coat shall be applied at right angles to the first coat.
   b) Coverage rate of 75-100 square feet per gallon.
   c) Allow the second coat to thoroughly dry before opening to traffic.
3. Sealer will not be applied unless the air and surface temperature is 50% and rising. Sealer shall not be applied under rainy or wet conditions. The finished surface shall present a uniform appearance and texture.

STRIPING

1. Material to exceed federal specifications SS-S164 WR Meadows HI-Spec or equal.
2. Prior to the application of crack sealer, cracks and joints over ¼ inch shall be cleaned to remove all vegetation and debris from the cracks.
3. The cleaned cracks shall be sealed using a double oil jacketed melter.

CURING

Allow sealed area to cure at least 24 hours under good drying conditions before opening to traffic.

Company Information

Company Name: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

Contact Name: _____

Contact Title: _____

Signature: _____

Date: _____

Form of Proposal
Homewood-Flossmoor Park District
Sealcoating

1. **Homewood-Flossmoor Ice Arena, 777 Kedzie Avenue, Flossmoor**

   Crack Filling LF _____ $ _____

   Sealcoating LF _____ $ _____

   Striping $ _____

   Total $ _____

2. **Goldberg Administration Center, 3301 Flossmoor Road, Flossmoor**

   Crack Filling LF _____ $ _____

   Sealcoating LF _____ $ _____

   Striping $ _____

   Total $ _____

3. **Lions Club Pool and Park, 1041 Ridge Road, Homewood**

   Crack Filling LF _____ $ _____

   Sealcoating LF _____ $ _____

   Striping $ _____

   Total $ _____

Discount if all three asphalt work sites awarded $ _____

TOTAL PROJECT COST $ _____

Description and cost for any additional necessary work: _____

_____

_____

Company Name: _____

Signature: _____

Date: _____

CERTIFICATION BY CONTRACTOR
PURSUANT TO ARTICLE 33E PUBLIC CONTRACTS
OF THE ILLINOIS "CRIMINAL CODE", AS AMENDED

RE: HOMEWOOD-FLOSSMOOR PARK DISTRICT
Sealcoating

_____, the undersigned Contractor hereby certifies that said Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E PUBLIC CONTRACTS of the Illinois "Criminal Code", (720 ILCS 5/33E-1 *et seq.*), as amended.

Witness _____ Hand(s) and Seal _____ this ____ day of _____, 20____.

If an individual, sign and give address.

_____
Signature

Address: _____

If a partnership, sign all individual names and give address of each partner.

Partnership Name: _____

Address: _____

Names and Addresses of Individual Partners:

_____

_____

If a corporation, officer(s) duly authorized should sign, attach corporate seal.

_____ _____
Corporate Name Address

By: _____ Title: _____

By: _____ Title: _____

By: _____ Title: _____

ATTEST:

_____ CORPORATE SEAL

TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the

contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)