

CITY OF MOUNT VERNON

**PARKING LOT SEALING PROJECT 2024-25**

CONTRACT DOCUMENTS

June 20, 2024

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PUBLIC WORKS DIRECTOR:	Matt Fauss
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**CITY OF MOUNT VERNON**  
**PARKING LOT SEALING PROJECT 2024-25**  
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**CITY OF MT. VERNON**  
**PARKING LOT SEALING PROJECT 2024-25**  
**Advertisement for Bids**

Sealed bids will be received by the City Clerk of Mt. Vernon, City Hall, Room 100, 1100 Main, Mt. Vernon, IL 62864, until **10:00 A.M.** on **Tuesday, July 9th, 2024**. Bids will be publicly opened and read aloud. Bid packets/Specifications may be obtained from the Mt. Vernon City Clerk's Office, City Hall, Room 100, 1100 Main, Mt. Vernon, IL 62864. The City Reserves the right to reject any and/or all bids, and may accept that which is most advantageous to the City of Mt. Vernon. The successful bidder shall be an equal opportunity employer. Envelopes containing bid shall be plainly marked on the outside specifying project "**PARKING LOT SEALING PROJECT 2024-25**". Project consists of sealing (1) parking lot & (2) walk-paths totaling 14,824 square yards. Parking space re-striping is also included. For further information contact Matt Fauss, Public Works Director, Public Works Department, 1201 Casey Avenue, Mt. Vernon, Illinois 62864, telephone: (618) 242-6853, Email: [matt.fauss@mtvernon.com](mailto:matt.fauss@mtvernon.com)

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Matt Fauss, Public Works Director

June 20<sup>th</sup>, 2024  
Date

## INSTRUCTIONS FOR BIDDERS

BIDS will be received by the CITY OF MOUNT VERNON herein called the "OWNER", at the City Clerk's Office until **10:00 AM** on **Tuesday, July 9th, 2024**. The sealed bids will then be opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the CITY OF MOUNT VERNON. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **PARKING LOT SEALING PROJECT 2024-25** and the envelope should bear on the outside the BIDDER's name, address, and license number if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at  
CITY OF MOUNT VERNON, 1100 Main Street, Mt. Vernon, IL 62864.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. This is a LUMP SUM BID.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

## Instructions for Bidders

Each bid must be accompanied by a BID bond payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND AND CERTIFICATE OF INSURANCE STATING CONTRACTOR COVERAGE LIMITS, CERTIFICATE OF INSURANCE NAMING CITY OF MOUNT VERNON AS AN "ADDITIONAL INSURED" within ten (10) calendar days from the date when "Notice of Award" is delivered to the BIDDER. The "Notice of Award" shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, CERTIFICATE OF INSURANCE STATING CONTRACTOR COVERAGE LIMITS, CERTIFICATE OF INSURANCE NAMING CITY OF MOUNT VERNON AS AN "ADDITIONAL INSURED" and AGREEMENT signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The "Notice to Proceed" shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the "Notice to Proceed" cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the "Notice to Proceed" has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

## Instructions for Bidders

The OWNER may make such investigation as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated herein.

A conditional or qualified BID will not be accepted.

The City reserves the right to reject any and/or all bids, and may accept that which is most advantageous to the City of Mt. Vernon.

Payment terms are as allowed under the Prompt Payment Act of the State of Illinois. All payments of contracts are to be 30 days net after acceptance of services or materials by the Department Head unless otherwise stated and previously agreed to by Contractor and CITY OF MOUNT VERNON. All partial payments on contract will require a "Waiver of Lien to Date". Final payment of contract will require submittal of all "Final Waiver of Lien" before final payment is submitted to awarded BIDDER. Notification of any deviation from the 30 day terms is to be approved by the Finance Director and City Manager prior to awarding of the contract.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

Questions concerning the Contract Documents should be addressed to Matt Fauss, Public Works Director, at City of Mt. Vernon, Mt. Vernon, IL 62864.

## GENERAL CONDITIONS

The following, known as the "General Conditions", applies in full and equal force to each and every contract or subcontract and is to be an inclusive part of every such contract.

### **1-1 TERMINATION OF CONTRACT**

In the event that any of the provisions of this contract are violated by the contractor, or by any of his subcontractors, the City, through his authorized representative may serve written notice upon the contractor of his intention to terminate the contract, such notices to contain the reason for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the contractor, such violation or delay will cease and satisfactory arrangement of correction be made the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City may take over the work and prosecute the same to completion by contract or by force account and at expense of the contractor and the contractor shall be liable to the City for any costs in excess of the contract amount herein. **Any contractor that has had his contract terminated for any cause shall be disqualified from doing business with CITY OF MOUNT VERNON for a period of five (5) years.**

### **1-2 CITY'S RIGHT TO TERMINATE THE CONTRACT**

Should the contractor neglect to prosecute the work properly or fail to perform any provision of the contract, the City after seven (7) days written notice to the contractor and his surety, if any, may without prejudice to any other remedy he may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the contractor, or at his option may terminate the contract and take possession of all materials, tool and appliances and finish the work by such means as he sees fit; and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expenses exceeds such unpaid balance, the contractor shall pay the difference to the owner.

### **1-3 ASSIGNMENT OF CONTRACT**

The contractor shall not assign this contract without written consent of the City. The request for assignment must be addressed to the City.

### **1-4 EXCUSABLE DELAYS**

The right of the contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages for any delays due to the following:

- A. Acts of the Government restricting labor, equipment or materials by reason of national emergency.
- B. Causes beyond the control and without the fault or negligence of the Contractor including but not restricted to the following:
  - 1) Acts of God
  - 2) Fires
  - 3) Floods
  - 4) Epidemics
  - 5) Quarantine Restrictions
  - 6) Strikes

7) Freight embargoes and weather conditions of unusual severity.

It is the responsibility of the Contractor to notify the City's Representative in writing of any such delays or abatement of five (5) consecutive days. Upon receipt of such notifications, the City's Representative will evaluate the cause and extent of delay. If upon the basis of the facts and the terms of this agreement, the delay is found properly excusable (Acts of God), the City shall in writing the time for project completion for a period of time commensurate with the period of the excusable delay.

**1-5 PAYMENTS**

Payments shall be made as provided on Page A-4 of the "Instructions to Bidders". Any partial payments made will require a "Waiver of Lien to Date". The making and acceptance of the final payment shall constitute a "Final Waiver of Lien" of all claims by the Owner, other than those arising from unsettled liens or from faulty work appearing thereafter, and of all claims by the Contractor, except any previously made and still unsettled. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, late penalty fees, damage by the Contractor to others not remedied adjusted or failure to make payments properly to agents or for material or labor.

**1-6 CLEAN PREMISES**

Each Contractor shall endeavor to keep the premises clean and orderly during the course of the work. Immediately at the end of the work, the Contractor shall remove his rubbish, refuse and unused materials from the premises and street, at his cost. Materials and equipment that have been removed and replaced as part of the approved work shall belong to the Contractor, unless otherwise stipulated.

**1-7 SUBCONTRACTS**

**A.** No proposed subcontractor shall be disapproved except for cause.

**B.** The Contractor shall be as fully responsible for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

**C.** The contractor shall cause appropriate provision to be inserted in all subcontractors relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the property rehabilitation work.

**1-8 FITTING AND COORDINATION OF THE WORK**

The contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this contract. He shall provide and guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

**1-9 CHANGES IN WORK**

**A.** The City of Mt. Vernon, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Orders, and shall be performed under the applicable conditions of the contract documents.



**B.** Each Change Order shall include in its final form:

1. A detailed description of the change in the work.
2. The contractor's proposal (if any) or a conformed copy thereof.
3. A definite statement as to the resulting change in the contract price and/or time.
4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the Change Order.

## **1-10 DISPUTES AND ARBITRATION**

**A.** All disputes arising under this contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the contractor to the owner and the City's authorized representative for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the contractor shall proceed with the work as directed. Any claims not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within (10) days prior to the receipt by the owner and the City's authorized representative of notice thereof.

**B.** The contractor shall submit in detail his claim and his proof thereof. Each decision by the City's authorized representative will be in writing and will be mailed to the contractor by registered or certified mail, return receipt requested, directed to his last known address.

**C.** If the Contractor does not agree with any decision of the City's representative, he shall in no case allow the dispute to delay the work, but shall notify the owner and the City's representative promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.

**D.** All claims, disputes and other matters in question arising out of or relating to this contract or the breach thereof, and except for claims which have been waived by the making or acceptance of final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

**E.** Notice of the demand for arbitration shall be filed in writing with the other party to the contract and with the American Arbitration Association. The demand or the arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicant's statute of limitations.

**F.** The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**G.** The contractor shall carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the City in writing.

#### **1-11 LIABILITY**

The contractor shall indemnify and save harmless the owner and his representative from all claims, liabilities, suits or action at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter relating to this contract, including among other things, injury to property and injury to, sickness and death of each and every person or persons whatsoever, including without limitation members of the public and employees of the contractor or any sub-contractor.

#### **1-12 LIABILITY INSURANCE**

Each contractor must carry adequate liability insurance, as stated herein, for damages and accidents that may result directly or indirectly from the performance of work as called for in this contract; either to the building or to the general public, or the surrounding property adjoining said premises, or to employees, laborers, mechanics or other persons. The owner may carry tornado and/or fire insurance on the property, but this insurance does not cover damage to or loss of contractor's tools, equipment, or materials stored on the property. The contractor shall hold and indemnify the CITY OF MOUNT VERNON against any and all damages, injury or accidents suffered under the performance of this contract or as a result of the storage of materials on the property.

#### **1-13 LIENS**

The final payment shall not be due until the contractor has delivered to the City a complete release of all liens arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed.

#### **1-14 SAFETY**

The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

#### **1-15 SUPERVISION**

General Contractor shall directly supervise all structural repairs and provide supervision to oversee that all work is performed to accepted trade practices.

#### **1-16 SUGGESTIONS**

The contractor is directed to avoid side agreements with owners and/or owner's agents for additional work or materials over and above the original contract. Such suggestions will be offered directly by the City Manager.

#### **1-17 LABOR - MATERIALS AND WORKMANSHIP**

The contractor is to furnish all cartage, labor, equipment, etc., at his expense, which may be necessary to the execution of the contract. All materials used under these specifications shall be new, of same grade, quality dimensions and design as that originally installed unless otherwise specified herein. Materials and/or workmanship failing to meet these requirements shall be replaced at the contractor's expense. Acceptance of materials and/or

workmanship by an authorized representative of the City prior to completion of the contract does not relieve the contractor from his responsibility and obligation to turn over the same in perfect condition at the completion of the work.

All work shall be performed by mechanics skilled in their respective trades in accordance with the best practices of the trade.

#### **1-18 SUBSTITUTION**

Before any substitutions of materials are made, the written consent of CITY OF MOUNT VERNON must be obtained.

#### **1-19 CORRECTION OF WORK AND GUARANTEE**

The contractor shall guarantee and re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of work.

#### **1-20 TECHNICAL SPECIFICATIONS AND DRAWINGS**

Anything mentioned in the Technical Specifications and not shown on the drawings or shown on the drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both.

#### **1-21 WEEKENDS**

Requests for weekend work will be considered on a case by case basis and must have prior approval by the City of Mt. Vernon.

#### **1-22 RESPONSIBILITY OF CONTRACTOR**

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the contractor shall provide and pay for all materials, labor, tools, equipment, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the contract complete in every respect within the specified time.

#### **1-23 COMMUNICATIONS**

**A.** All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

**B.** Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor stated on the signature page of the agreement (or at such other office as the contractor may from time to time designate, in writing to the owner or his authorized representative).

Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be).

## **“EQUAL EMPLOYMENT OPPORTUNITY”**

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performing of this contract, the contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- 4) That it will send to each labor organization or representative of workers with which it has, or is, bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

- 7) That it will include verbatim or by reference, the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such 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 all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith.

In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore, ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under Paragraph 7 of the Equal Employment Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts.

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee).

(a) For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or

(b) Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assume.

## **To All Prospective Bidders**

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

PARKING LOT SEALING PROJECT 2024-25

**BID**

Proposal of \_\_\_\_\_(hereinafter called “BIDDER”), to the CITY OF MOUNT VERNON (hereinafter called “Owner”). In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK AND MATERIALS for construction of **PARKING LOT SEALING PROJECT 2024-25** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the bid stated below. BIDDER also agrees to perform work per the unit prices as shown on the attached bid form.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED.

\_\_\_\_\_  
Signature

Base BID Amount \$ \_\_\_\_\_

Alternate #1 \_\_\_\_\_ n/a

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Representative \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Note: Bidder shall also include Bid Form with this Bid sheet.

**See Bid Form Attached**

## **BID BOND**

NOW ALL MEN BY THESE PRESENTS, that we undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, and firmly bound into CITY  
OF MOUNT VERNON as Owner in the penal sum of \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2024. The Condition of the above obligation  
is such that whereas the Principal has submitted to CITY OF MOUNT VERNON a certain  
Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for  
the:

### **PARKING LOT SEALING PROJECT 2024-25**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principals shall execute and deliver a  
contract in the Form of Contract attachment hereto (properly completed in accordance with  
said BID) and shall furnish a BOND for faithful performance of said contract, and for the  
payment of all persons performing labor furnishing materials in connection therewith, and  
shall in all other respects perform the agreement created by the acceptance of said BID,  
then this obligation shall be void, otherwise the same shall remain in force and effect; it being  
expressly understood and agreed that the liability of the Surety for any and all claims  
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.



## Bid Bond

The Surety, for value received, the hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to conduct business in the state where the project is located.

### CONTRACTOR:

\_\_\_\_\_  
By:\_\_\_\_\_

NAME:\_\_\_\_\_  
(Please Type)

ADDRESS:\_\_\_\_\_

EMPLOYER I.D. NO:\_\_\_\_\_

SEAL:

ATTEST:

\_\_\_\_\_  
NAME:\_\_\_\_\_

(Please Type)\_\_\_\_\_

## NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: **PARKING LOT SEALING PROJECT 2024-25.** The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 20, 2024.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you and prior to any work being performed at the job site.

If you fail to execute said Agreement and to furnish said BONDS and CERTIFICATES OF INSURANCE within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CITY OF MOUNT VERNON  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_ City Manager

### **ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

This the \_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Signature

Company Name \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of June, 2024 by and between the **CITY OF MOUNT VERNON** hereinafter called "OWNER" and \_\_\_\_\_ hereinafter called "CONTRACTOR" WITNESSETH:

That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the

### **PARKING LOT SEALING PROJECT 2024-25**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 7 calendar days after the date of the NOTICE TO PROCEED and should complete the project prior to September 30, 2024. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

\$ \_\_\_\_\_ or as shown in the BID schedule.

4. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Advertisement for Bids
- B. Information for Bidders
- C. General Conditions
- D. Equal Employment Opportunity
- E. Prevailing Wage Requirements
- F. Bid

- G. Bid Bond
- H. Notice of Award
- I. Agreement
- J. Performance Bond
- K. Notice to Proceed
- L. Change Order
- M. Technical Specification
- N. Project Drawing
- O. Addenda

5. CITY OF MT. VERNON will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in three (3) copies each of which shall be deemed an original on the date first written above.

OWNER: CITY OF MOUNT VERNON

BY: \_\_\_\_\_

NAME: Mary Ellen Bechtel

TITLE: City Manager

SEAL:

ATTEST: \_\_\_\_\_

NAME: Becky Barbour

TITLE: City Clerk

CONTRACTOR:

\_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Please Type)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

EMPLOYER ID NO. \_\_\_\_\_

SEAL:

ATTEST: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Please Type)

\_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_, hereinafter called  
(Corporation, Partnership, or Individual)

Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

CITY OF MOUNT VERNON, 1100 Main Street, Mt. Vernon, IL 62864

\_\_\_\_\_  
(Name & Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum of (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for the:

### **PARKING LOT SEALING PROJECT 2024-25**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings covenants, terms conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

## Performance Bond

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND, and whether referring to the BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the State where the Project is located.

## NOTICE TO PROCEED

Date:

TO:

PROJECT: PARKING LOT SEALING PROJECT 2024-25

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2024 . The project should be completed by September 30, 2024

\_\_\_\_\_  
CITY OF MOUNT VERNON

Owner

By \_\_\_\_\_

Title \_\_\_\_\_

Public Works Director

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged:

this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_  
Signature

Company Name: \_\_\_\_\_

Employer ID  
Number \_\_\_\_\_



## TECHNICAL SPECIFICATIONS

**Scope of the project will include the following:**

### 1. PURPOSE

The purpose of this solicitation is to select a Contractor to seal coat, re-install striping, ~~and re-install wheel stops to the parking lots~~ listed in this in this Bid Document. **Note:** The Contractor shall be responsible for blocking/barricading the parking lot prior to, during, and after all work. Blocking/barricading shall remain in place until all areas are fully cured and able to receive vehicular traffic. Work shall be scheduled to ensure that the parking lot is reopened and ready for use within 48 hours.

### 2. SUBMITTALS TO BE PROVIDED PRIOR TO TIME OF BID AWARD

The Contractor will be contacted prior to bid award and shall submit electronically the manufacturer's specification sheets and suggested installation procedures for the products that the Contractor intends to use. Products to include, but are not limited to, crack seal, blotting material, and asphalt emulsion seal coat. The Contractor shall also submit a copy of their warranty documenting at minimum the items and details listed in Section 20.

### 3. REFERENCES

All reference standards and specifications shall be the current issue or latest revision on the notice to proceed issue date.

- ASTM D5329: Standard Test Method for Sealants and Fillers, Hot Applied, For Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements.
- ASTM D3111: Standard Test Method for Flexibility Determination of Hot-Melt Adhesives by Mandrel Bend Test Method.
- ASTM D 113: Standard Test Method for Ductility of Bituminous Materials.
- ASTM D 2669: Standard Test Method for Apparent Viscosity of Petroleum Waxes Compounded with Additives (Hot Melts).
- ASTM D4: Standard Test Method for Bitumen Content.
- ASTM D6690: Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
- All pavements marking work shall be performed in accordance with the requirements of the latest edition of the Illinois Department of Transportation standards including but not limited to "Standard Specifications for Road and Bridge Construction", "Design Standards" and the latest edition of the "Manual of Uniform Traffic Control Devices."

### 4. DESCRIPTION OF WORK

#### VEGETATION REMOVAL

Vegetation growing through the surface of driveways or parking lots that are being prepared for crack sealing &/or seal coating shall be removed and sterilized by the use of a propane torch unit eliminating all vegetation, dirt, moisture and seeds. At the option of the vendor, a herbicide may be applied prior to the surface treatment application. This shall be applied far enough ahead of the surface treatment application to sufficiently give the vegetation enough time to properly brown so that when completing the final sweeping before surface treatment no vegetation is left. The method of removal is subject to the approval of the County's Project Manager.

If a chemical herbicide is used, it shall be applied according to the manufacturer's specifications. The vegetation shall be totally browned before the crack seal and the seal coating is installed.

### **POTHOLE REPAIR**

~~All potholes shall be repaired before the crack seal is applied. The Contractor shall saw cut the existing asphalt a minimum of 6" past the pothole and associated cracking in all directions. All saw cuts shall be performed to leave only square or rectangular shaped repairs. Any jagged or misshaped repairs shall be rejected and replaced by the Contractor at no additional cost to the County.~~

~~The vendor shall remove the asphalt and any loose base material. The area shall be filled with Type S III hot mix asphalt. Once the asphalt has been properly compacted, the final result of the installation shall provide even transitions to the existing area and have joints that are not excessive and a good quality ride is provided. No more than one quarter (1/4) inch difference in height shall be allowed for the transition between the patch area and the adjacent area. Cold patch asphalt shall be allowed with approval from County's Project Manager.~~

### **CRACK SEALING**

#### **1. Materials**

- a. The vendor shall use Crafcro PolyFlex Type 3, product #34521 or equivalent crack sealer. Crack sealer shall be an asphalt-based product designed to be used to fill cracks and joints in asphalt. The product shall have the ability to seal out water.
- b. Crafcro Detack blotting material shall be used as, cement dust, or equivalent equal.

#### **2. Equipment**

- a. Equipment used to install the sealant shall be as specified by the manufacturer and shall have the ability to maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double boiler melter and shall be equipped with an agitation system. The applicator hose shall have a recirculation system or be equipped with a temperature controlled heating system. Pouring pots or gravity-fed sealant applicators may be used for sealing cracks and joints.
- b. The compressor shall have a capacity of 75 C.F.M., or more, to ensure an adequate supply of air to effectively clean the cracks and joints. Any pneumatic tool lubricator must be bypassed and a water separator/filter must be installed at the hose inlet connection to keep water and oil out of the lines.
- c. A hot compressed air lance can be used to clean, dry, and pre-heat cracks and joints prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.

### **3. Work Methods**

- a. All cracks or joints that are greater than one-quarter (1/4) inch shall be properly prepared and sealed using these crack sealing specifications and/or the manufacturer's specifications.
- b. No sealant shall be installed unless the ambient and pavement temperature are forty (40) degrees and rising. There shall be no fog and no chance of rain. If rain or fog delays the sealing operation, the cracks and joints shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the cracks or joints. The cracks and joints shall be completely dry before the seal treatment can resume. The vendor may use the Hot Compressed Air Lance method of cleaning and drying the cracks and joints with the approval of the County's Project Manager. The vendor shall ensure the existing asphaltic concrete surface is not overheated if this method is used.
- c. All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, and organic material by using high-pressure air. All cracks and joints are to be clean and sufficiently dry before any crack sealing material is applied. All old material and other debris removed from the cracks and joints shall be removed from the pavement surface immediately. Any cracks and joints that are not sealed the same day they are prepared shall be blown out with high-pressure air before the sealing operation continues. The vendor shall limit the amount of dust created from this operation.
- d. The temperature of the sealant shall be heated/maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, and within the temperature range recommended for application by the manufacturer. Care shall be taken to insure that the sealant is not heated above the recommended maximum temperature or for longer than the recommended time. The County's Project Manager shall have the right to reject the product if it is determined that this has occurred.
- e. The sealant shall be applied in the crack or joint uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The level of the sealant shall be even with the surface of the asphaltic concrete. At no time shall the sealant be recessed more than one-eighth (1/8) inch below or raised one-sixteenth (1/16) inch above the adjacent surface. A squeegee may be used to remove excess sealant from the pavement surface when a crack or joint is overfilled. At no time shall the sealant overburden be more than one (1) inch from the crack or joint edges.
- f. A blotting material shall be broadcast or sprayed over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spilled sealer shall be removed by the vendor using approved methods.
- g. The vendor shall be responsible for any claims of crack seal tracking. If there is a claim, the vendor shall be responsible for applying more blotting material as necessary and addressing the tracked material by either removing or repairing the item that was affected.

### **5. Curing**

- a. Crack sealing shall be cured before asphalt emulsion seal coat is applied.

### **6. Deficiencies and Repairs**

- a. Where the sealant settles in the crack or joint lower than one-eighth (1/8) inch below the adjacent asphaltic concrete surface, the surface of the sealant shall be cleaned and more sealant shall be installed to meet the specifications. The vendor shall be responsible to remove any

material that is greater than one-sixteenth (1/16) inch above the adjacent asphaltic concrete.

- b. The sealant shall be removed at the City's discretion, and resealed if any of the following occur:
  - 1. The sealant contains imbedded foreign material other than dusting material.
  - 2. The sealant contains entrapped air bubbles.
  - 3. The sealant has de-bonded or pulled away from the crack or joint.
  - 4. The sealant has been excessively heated.

#### **ASPHALT EMULSION SEAL COATING**

- a. Prior to application of coatings protect adjacent curbs, walks, fences, buildings and other items in the work area.
- b. Prior to seal coating asphalt repairs and crack sealing shall have sufficient curing time as required by the manufacturer's specifications. The surface shall also be thoroughly cleaned and free from all loose material, dirt, and debris using brooms, air blowers and/or power sweepers. Surface must be dry before coatings are installed.
- c. Vegetation removal, crack sealing, and asphalt repair repairs shall be completed as described above.
- d. Scrub and clean grease, oil, and gasoline spots with soap and water and prime according to seal coat manufacturer's specifications.
- e. Apply one coat of asphalt emulsion seal coat according to manufacturer's specifications.  
**Exception – See Site Plan sheet 4. There is a small area that shall receive additional layers of seal coating. This is due to some water puddling that occurs.**
- f. Application of the asphalt emulsion seal coat shall be done by using rubber faced squeegees, brooms, distributor bar /wand, or combinations of these or other techniques as approved by the County's Project Manager.
- g. Care shall be exercised to leave no unsightly appearance from handwork and the surface shall appear uniform with the machine surface. The same type of finish as applied by the spreader box shall be required
- h. Sealed areas shall be barricaded to traffic and may not be opened to traffic during the curing period as recommended by seal coat manufacturer's installation instructions.

#### **STRIPING**

##### **1. Paint Striping:**

Paint striping shall be installed to match existing except that accessible parking spaces shall be installed to meet most current ADA requirements. All work shall be performed in accordance with the requirements of latest edition, at the time the work request is issued to the Contractor, of the latest ADA standards.

The parking space & other striping shall be performed as incidental to the cost of the Resealing of each parking lot at the square yard cost. NOTE THAT THERE ARE SOME HANDICAP PARKING SPACES LOCATED ON CONCRETE PAVEMENT AT THE AQUATIC ZOO SITE. THESE SPACES SHALL BE RE-STRIPED.

The handicap spaces shall be YELLOW paint and all other striping shall be WHITE.

## **2. Curb and Wheel Stop Painting**

~~Wheel stops shall be painted to match existing and in accessible spaces shall be painted blue. Curbs shall be painted to match existing.~~

## **CONCRETE WHEEL STOPS**

~~Replace damaged or broken concrete wheel stops to match existing. Wheel stops shall be constructed from minimum 3500 psi concrete reinforced with a #4 steel rebar and installed per manufacturers specifications.~~

All wheel stops shall be removed for parking lot sealing and re-installed.

## **SIGNAGE**

~~Installation of correct ADA parking space signage to include all required van accessible parking space(s). All ADA requirements shall be met.~~

## **6. BUSINESS HOURS OF OPERATION**

~~All work is to be performed after regular County working hours.~~

NOTE: THE PAVEMENT SEALING AT THE AQUATIC ZOO POOL PARKING LOT SHALL BE PERFORMED AFTER THE POOL CLOSES ON SEPTEMBER 3, 2024.

## **7. WARRANTY**

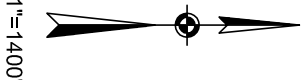
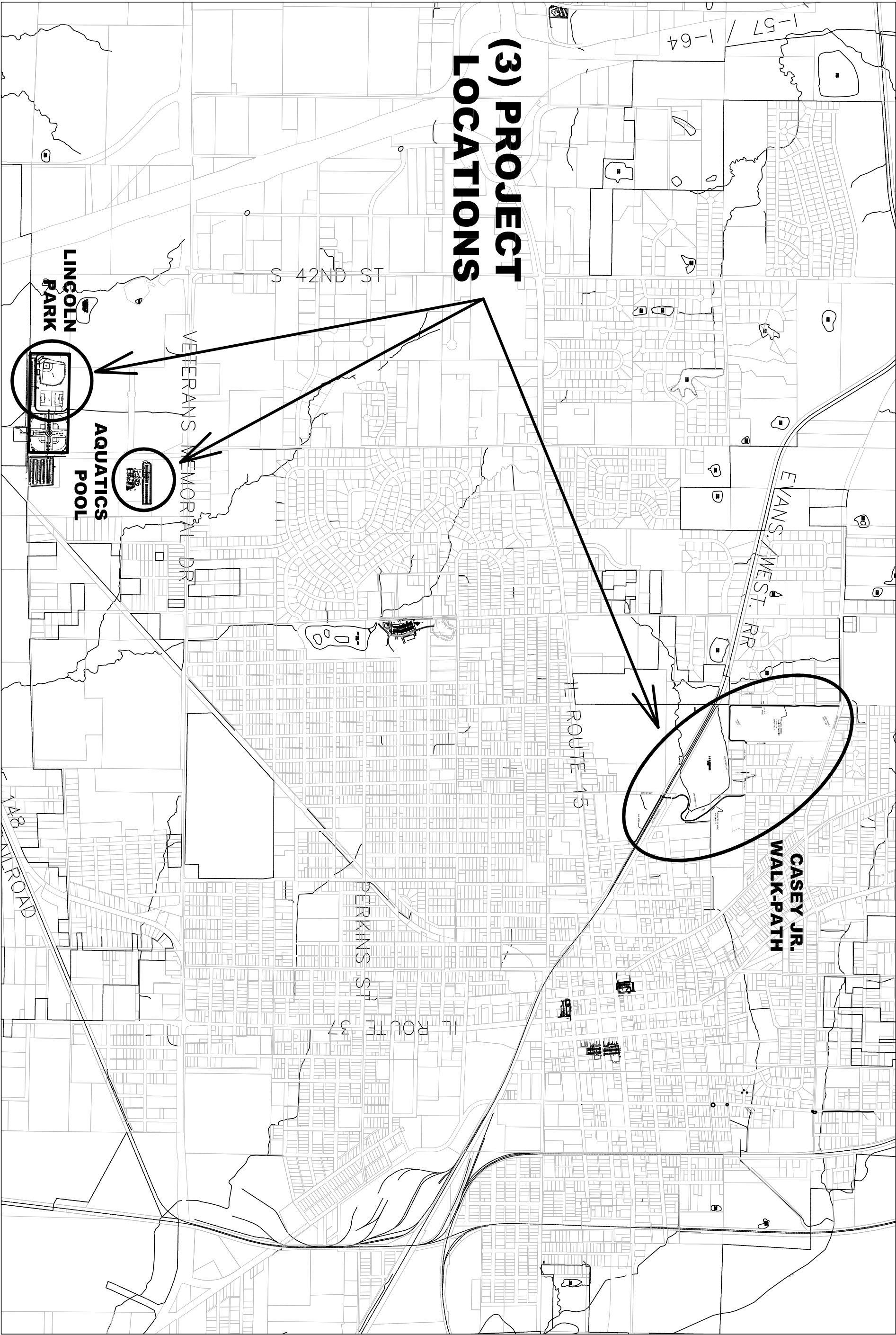
All work performed under this contract shall be warranted for a minimum period of one (1) year for the materials and labor from the completion of the project and acceptance by the City. The Contractor shall provide a written warranty that includes, but is not limited to, statements that warrant against the following:

1. the sealer losing its protection value or fading
2. the coating flaking, chipping, or suffering a loss of adhesion
3. abnormal wear

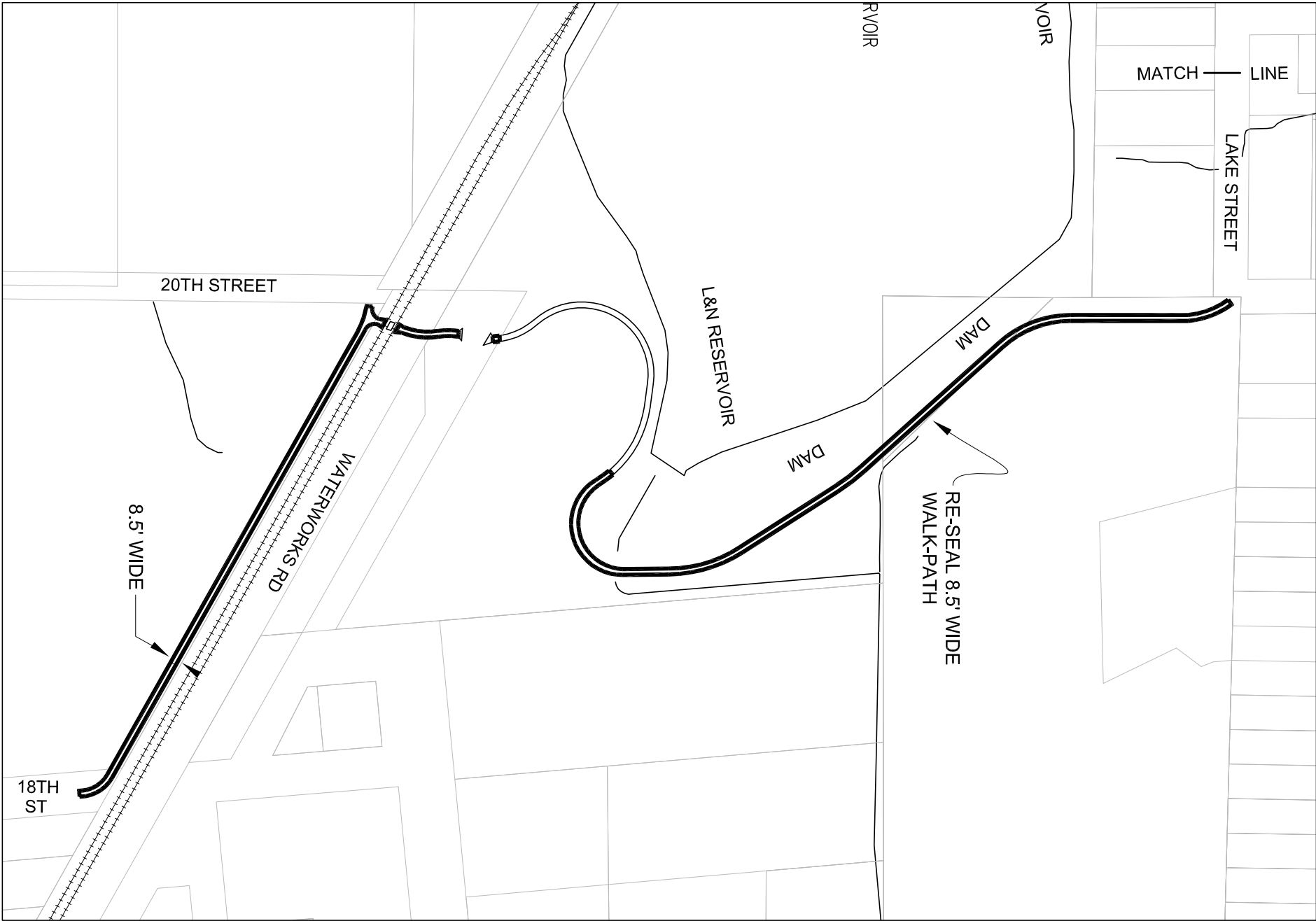
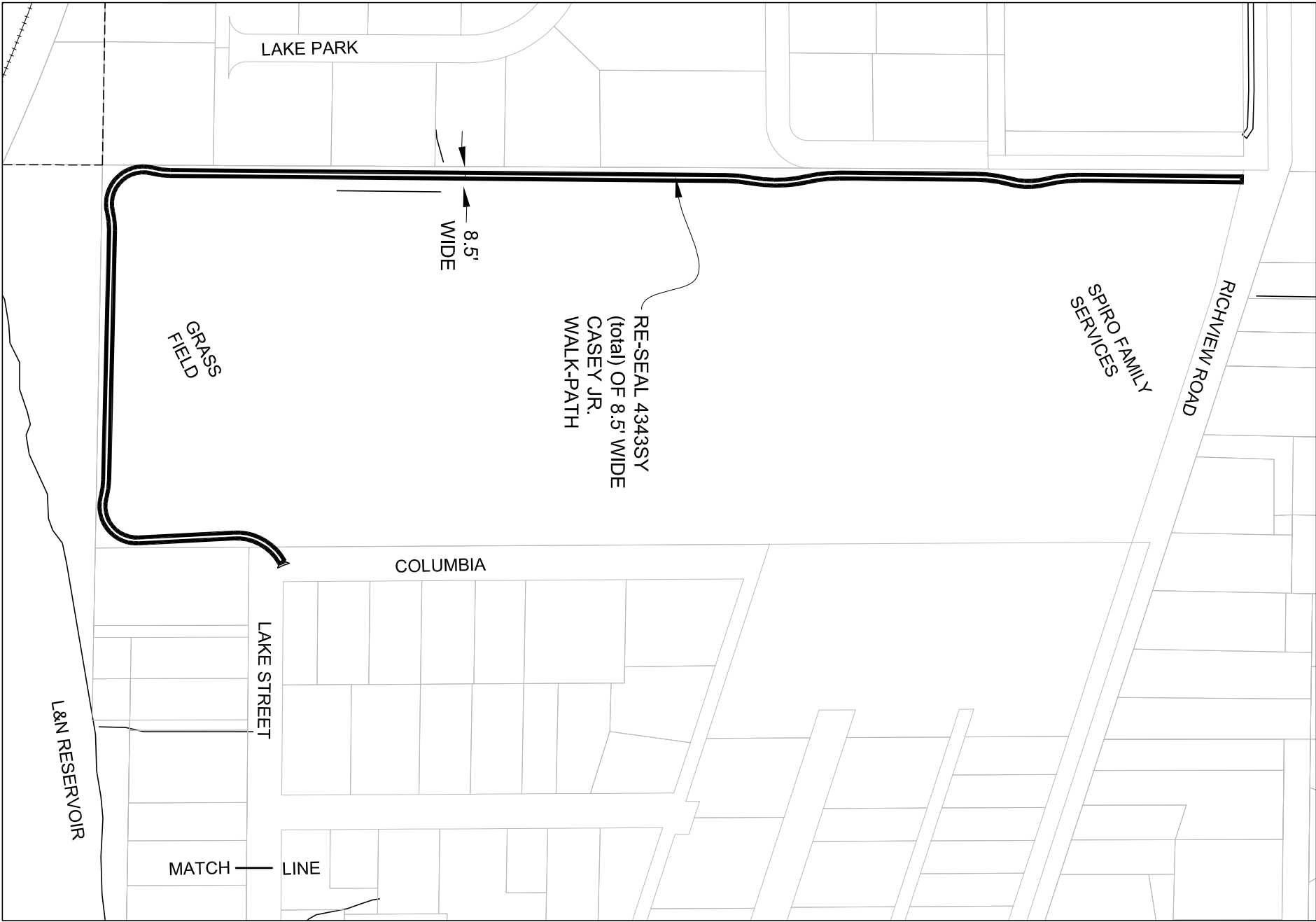
In the event that any of the listed deficiencies occur within the warranty period the Contractor will recoat with the specified material the affected area at no cost to the City.

It is the Contractor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to the City. The Contractor shall provide the City with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified herein. The Contractor shall complete all warranty repairs and permanent replacement as directed by the City, maintaining traffic control as specified herein. The Contractor shall repair said areas within thirty (30) calendar days from notification by the City.

In the event of any failure of the repaired area, in accordance with the performance criteria herein, the City and the Contractor will determine if the failure is due to the materials or workmanship being at fault. If the failure is due to the materials or workmanship being at fault, the Contractor shall repair the failed areas at no cost to the City.



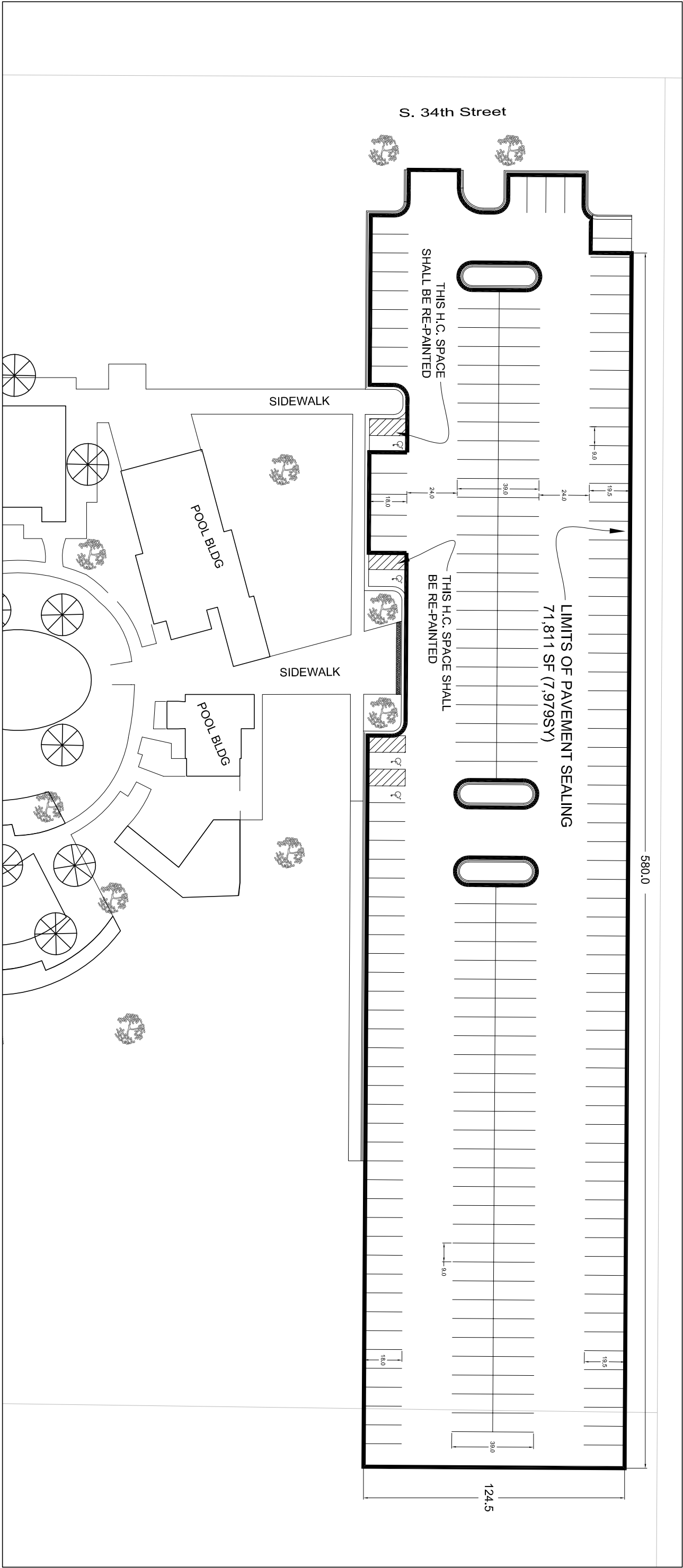
CASEY JR. WALK-PATH



# AQUATIC ZOO (Pool) Parking Lot

## GENERAL NOTES

- The parking space lines shall be re-painted as part of the project. This work shall be paid for as part of the pay item "Pvmnt Sealing for parking lot - SY" for each parking lot location.
- The parking space lines shall be YELLOW for handicap spaces & WHITE for all other spaces.
- The (2) handicap spaces at the aquatic zoo parking that are located on concrete pavement shall also be re-striped as part of this project.
- See Technical Specifications for other requirements.



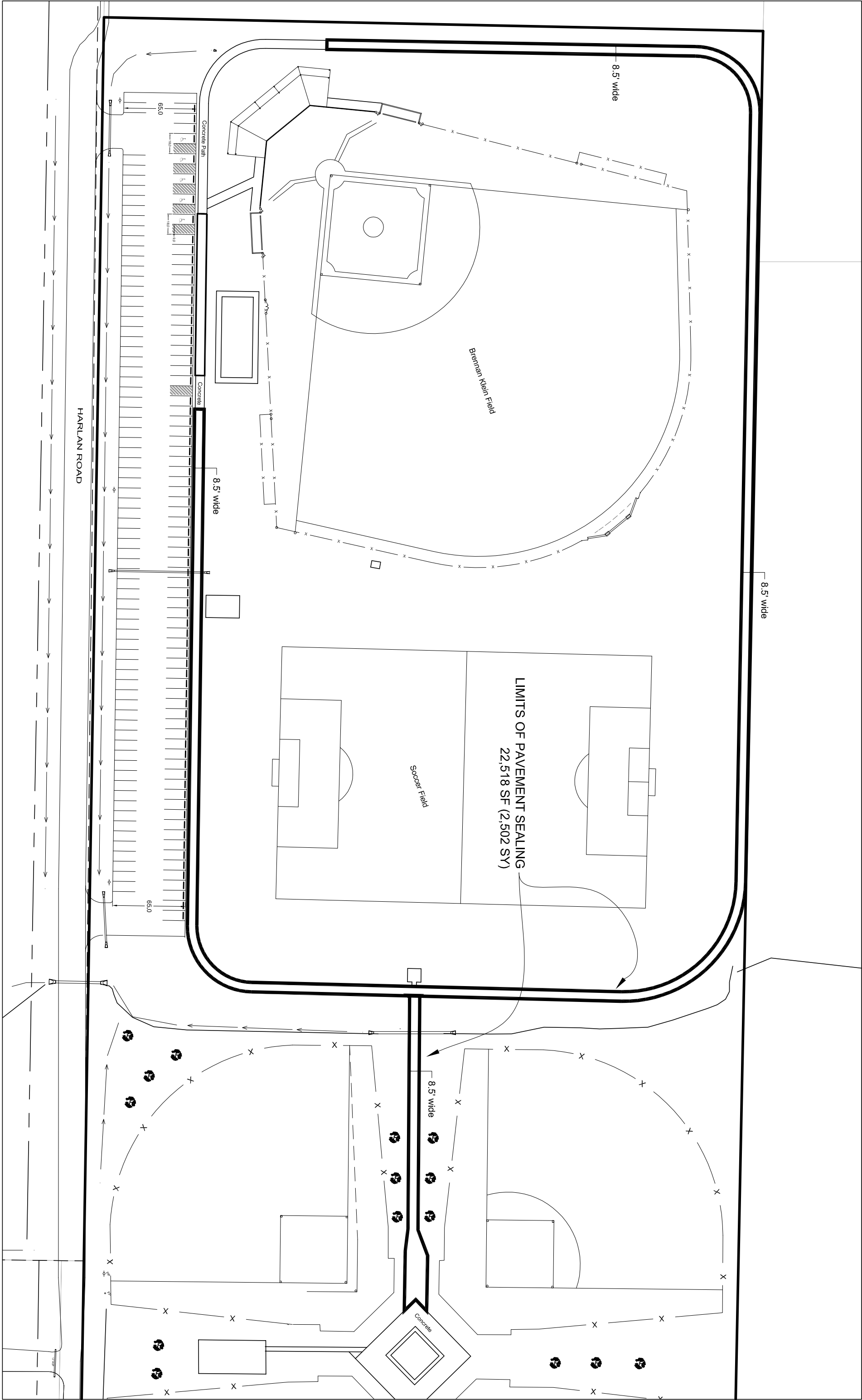
1"=50'





LINCOLN PARK - Walk-Path around Brennan Klein Field

1"=80'



BID FORM

Project:  
City of Mt. Vernon  
Parking Lot Sealing Project 2024-25  
Mt. Vernon, Illinois

ITEM	QUANTITY	UNIT	COST	
			UNIT PRICE	PRICE
Pvmnt Sealing - Casey Jr. Walk-Path	4343	SY		
Pvmnt Sealing - AZ Pool Parking Lot	7979	SY		
Pvmnt Sealing - Lincoln Prk (Brennan Klein Walk-Path)	2502	SY		
	14824			
TOTAL BID				

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_