

# Multi-use Path Asphalt Overlay Request for Proposals



1122 S. Burchard Ave; PO Box 417  
Freeport, IL 61032

**Sealed Proposals are due by: Thursday, June 13, 2024 at 10:00 AM**

Freeport Park District is accepting proposals for Asphalt Overlay for a multi-use path within Krape Park in Freeport, Illinois. All questions concerning specific work to be done should be directed to Bruce Cubberley, Superintendent of Parks and Natural Resources at [bcubberley@freeportparkdistrict.org](mailto:bcubberley@freeportparkdistrict.org) or (815) 801-8703.

The Freeport Park District reserves the right to reject any or all proposals, to waive technicalities, and to accept any proposal which it deems to be in the best interest of Freeport Park District.

## **I. GENERAL CONDITIONS**

### **BASIS OF AWARD**

Selection of the Contractor will be based on the following considerations in order of importance:

1. Lump Sum Total based on the sum of cost per section for three sections
2. References with preference awarded to references from Public Sector Agencies and/or Corporate Organizations served
3. Years of relevant experience

### **PERFORMANCE BOND**

If the Contract Price is greater than \$50,000, Bidder shall deposit with the Freeport Park District before commencing any work an AIA A312-1984 Performance Bond and Payment Bond for the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of work for a period of one (1) year after final payment. The cost of each bond shall be included in the contract price set forth above. The surety must be approved by the Park District and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds," as published in the Federal Register by the Audit Staff, Bureau of Accounts, U.S. Treasury. The Bidder and all subcontractors shall name the Freeport Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any future amendments thereto. Bidder shall include in its performance and payment bond, such language that will guarantee the faithful performance of the Prevailing Wage Act.

## **WAGE RATES AND OTHER APPLICABLE CONDITIONS**

Illinois Department of Labor's Prevailing Wage Requirements apply to this project. Bidders must also comply with all other applicable federal, state and local laws, rules and regulations including but not limited to:

- DRUG FREE WORKPLACE ACT
- ILLINOIS HUMAN RIGHTS ACT

## **SUBCONTRACTORS**

The Contractor shall not employ any subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom the Park District may have reasonable objection. The selected Contractor shall submit to Freeport Park District within ten (10) days after the receipt of proposals, a list of the names of Contractor's proposed subcontractors along with a description of the work to be performed by each.

## **APPLICATION FOR PAYMENT**

The Contractor shall furnish with his/her final application for payment a complete release of final liens arising out of this contract, or receipts in full in lieu thereof and an affidavit that the releases and receipts cover all labor, including any subcontractors, and materials from any suppliers for which a lien could be filed.

## **WORKING HOURS**

Working hours are 7:00 AM to 5:00 PM Monday thru Friday. The Contractor cannot perform any work on Saturday or Sunday without written permission.

## **INSURANCE**

The successful contractor must provide the Park District with a certificate of general liability insurance in the amount of \$2,000,000 naming the Park District as additionally insured.

## **CONTRACT TERM**

This Agreement shall begin on **July 1, 2024** and end on **September 1, 2024**.

## **II. Asphalt Overlay Specifications**

### **LOCATION OF WORK**

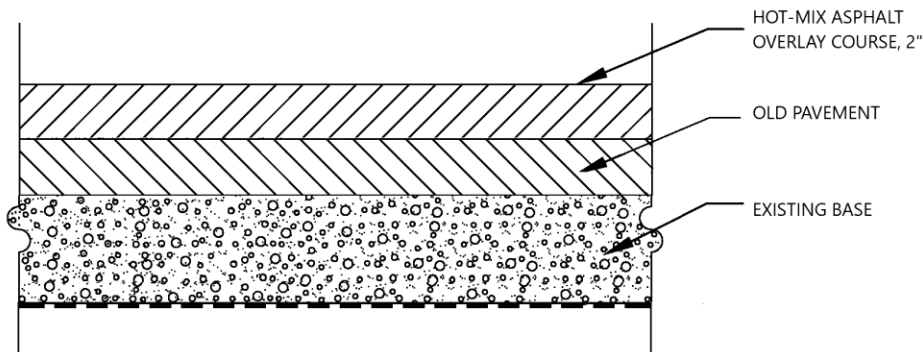
The location of work is in Freeport, Illinois at Krape Park, 1799 South Park Boulevard. (See Appendix A)

### **DESCRIPTION OF WORK**

A second layer of asphalt is desired over existing pavement.

Construction to be done in accordance with sections 1030 and 780 of the Illinois Department of Transportation Standard Specification for Road and Bridge Construction, January 1, 2022.

Asphalt overlay – HMA SURFACE COURSE, IL-95, N50 – 2"



### **ADDITIONAL WORK**

The contractor shall remove sufficient old asphalt in front of cement handicap ramps to make a smooth transition with new asphalt. Owner will remove 12" of cement from lateral hardscapes (sidewalks and bench pads) in order to make a smooth transition with new asphalt.

In Section 1: Add a 2" asphalt overlay to the approach paths located in the parkways that are east and west of the center median. (See Appendix B)

In Section 3: There is an area of existing pavement needing repair prior to overlay and there is a curve that will need additional base and asphalt. (See Appendix B)

### **BILLING & PAYMENT**

Freeport Park District will pay all undisputed invoices within 30 days of approval.

### **QUALITY ASSURANCE**

Work must be performed by a firm having not less than 5 years successful experience in comparable paving and restoration projects and employing personnel skilled in the restoration processes and operations indicated.

## **III. GENERAL DETAILS**

### **EXAMINATION OF SITE**

Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, area to be paved, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, so far as reasonably possible as determined by Freeport Park District, such methods and means in the carrying out of his/her work as will not cause any interruption or interference with any other park programs or activities.

### **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Any damage of public or private property caused by the Contractor's operations shall be resolved by the Contractor with the property owner within ten (10) days after damage occurs and shall be resolved to the satisfaction of Freeport Park District. The Contractor shall inform Freeport Park District of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of Freeport Park District, Freeport Park District reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor and deduct these costs from any payment due the Contractor.

### **PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the vendor. Any damage to existing facilities shall be reported to Freeport Park District and shall be repaired promptly by the vendor when ordered to do so by Freeport Park District at no cost to Freeport Park District. This includes ruts created by running equipment over lawn areas and damage to plants from over spray. All repairs of damage to existing facilities shall be made to the satisfaction of Freeport Park District. Failure to repair damage shall be just cause for withholding payment for work.

### **CONTRACTOR'S REPRESENTATIVE**

Competent supervisory personnel who can communicate effectively with Park District staff shall always be present on the job. The supervisory personnel shall have full authority to act for the Contractor and receive and execute orders from the Superintendent of Parks or appointed representative. The Contractor shall properly schedule and train all its personnel. It is required that the supervisor be on site to ensure all work has been completed in a satisfactory manner. Freeport Park District reserves the right to have the contractor assign a new contact person, supervisor, and/or staff, for Freeport Park District's account if the current representative(s) are deemed unacceptable.

### **ACCESSIBILITY OF CONTRACTOR**

Contractor shall supply cell phone numbers of supervisors handling this contract.

### **WORKERS**

Workers must take care to insure the least amount of disturbance to the sites, Park District staff members, and the general public. The Contractor is reminded that its employees are to work in a courteous and respectful manner. Inappropriate behavior or examples of unproductive work effort will not be tolerated. Freeport Park District has the right to request that a Contractor's employee be immediately removed from the work crew if the above behavior is exhibited.

**SAFETY**

The Contractor shall insure that all its employees or agents shall abide by all safety rules or regulations set by Freeport Park District as well as by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

**TRESPASS ON LAND**

The Contractor shall confine his/her operations and storage of materials and equipment to the job site park. The Contractor shall exercise extreme caution so as not to trespass upon the property of third parties not involved in the contract. If the Contractor is to enter upon the property of third parties in the execution of the work, he shall obtain written permission prior to doing so and submit evidence of said written permission to Freeport Park District.

**WORKING HOURS**

The Contractor shall work between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. If work must occur outside of these working hours, the Contractor must request written permission from the Superintendent of Parks before the work begins.

**SUBLETTING CONTRACT**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his/her right, title, or interest therein, or his/her power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of Freeport Park District; but in no case shall consent relieve the Contractor from his/her obligations or change the terms of the contract.

**DEFAULT**

The contract may be canceled or annulled by Freeport Park District in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by Freeport Park District, shall constitute contract default.

**COSTS**

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Freeport Park District for all materials and work involved in the respective items.

**EQUIPMENT CONDITION**

The Contractor is responsible for keeping all equipment in good, safe operating condition. All equipment will be kept in such a condition so that the gas/oil is not leaking.

**FUEL/OILING/CHEMICALS**

Spilling gasoline, oil, or other chemicals used for chip and seal can kill the grass and damage the soil. If any spill should occur the Contractor shall immediately commence the appropriate clean up in conformance with any and all applicable regulations. The Contractor shall be responsible for all costs associated with such a clean-up and restoration and/or reimbursement for any damages that may occur.

**FINAL INSPECTION**

Upon notice of completion by the Contractor, project will receive a final inspection by the Superintendent of Parks. Any items from this inspection needing attention will be given to the Contractor in the form of a punch list. All items on the punch list must be finished to the satisfaction of the Park District before final payment will be issued.

**PROPOSAL**

Prices shall include all materials, labor, and equipment needed for work as specified in sections I, II, and III of these documents. Park District reserves the right to award fewer than 3 area sections if bids exceed available funds.

**Company Information**

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Section 1 Total Cost: \$ \_\_\_\_\_

Section 2 Total Cost: \$ \_\_\_\_\_

Section 3 Total Cost: \$ \_\_\_\_\_

**Lump Sum Total**

Total Cost for Asphalt Overlay of all sections: \$ \_\_\_\_\_

The Freeport Park District is tax exempt, identification number E9993-1389-07

## REFERENCES

The Contractor must list at least four (4) references. Each listing should include the firm name, address, telephone number and contact person, for whom the Contractor has supplied services similar in scope to those provided in these specifications.

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

Address: \_\_\_\_\_

Phone # / Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service (from – to): \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone # / Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service (from – to): \_\_\_\_\_

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

Address: \_\_\_\_\_

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Contact Person: \_\_\_\_\_

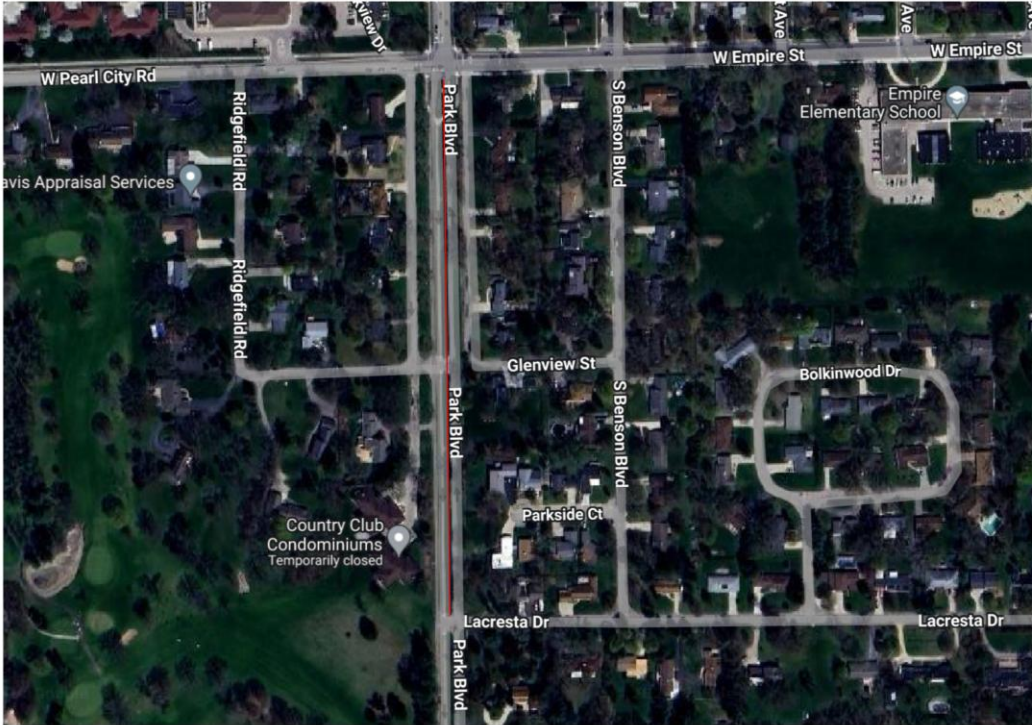
Dates of Service (from – to): \_\_\_\_\_

# APPENDIX A

## Path Location Maps

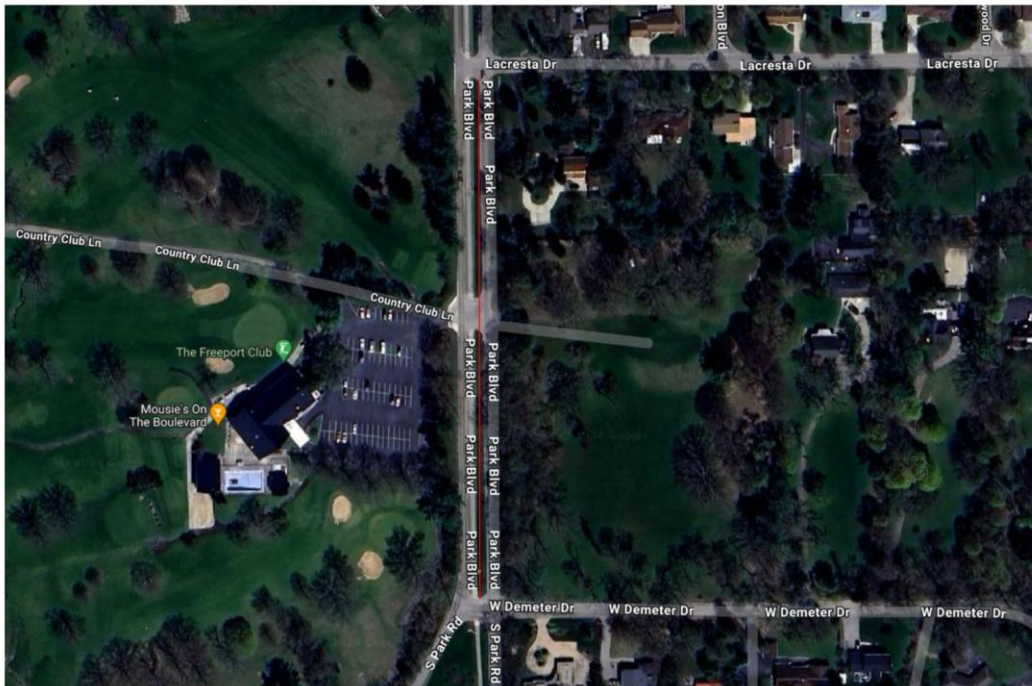
### Section 1

#### Empire St south to LaCresta Dr



### Section 2

#### LaCresta Dr south to Demeter Dr



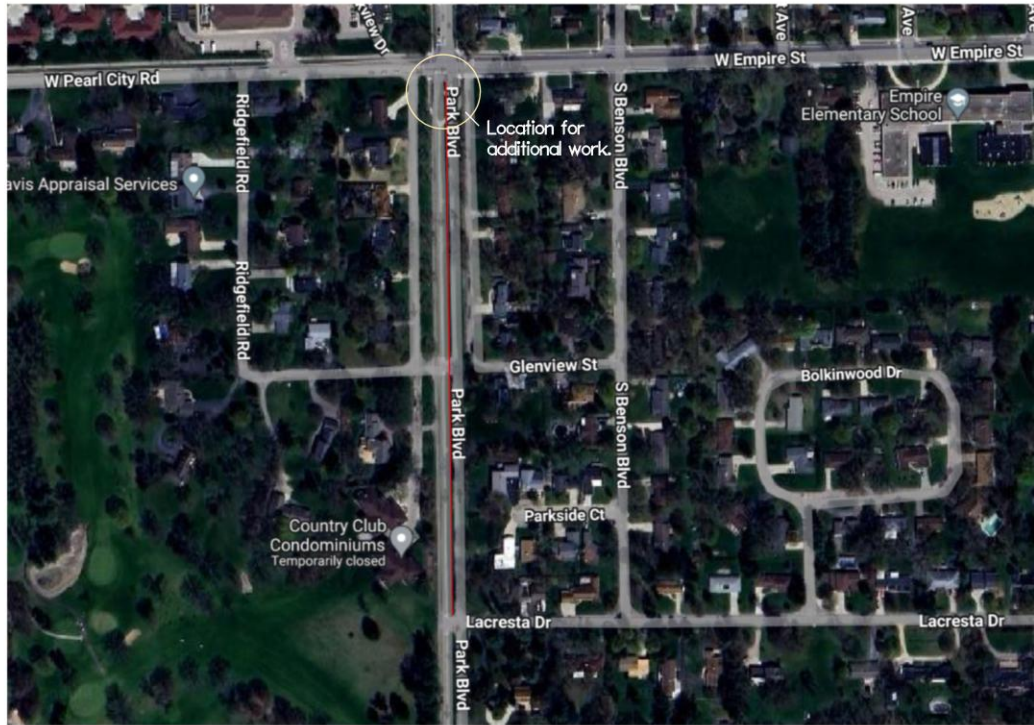


**Section 3**  
**Demeter Dr south to Park Blvd**



## APPENDIX B

### Section 1 Location of Additional Work



West Approach Path

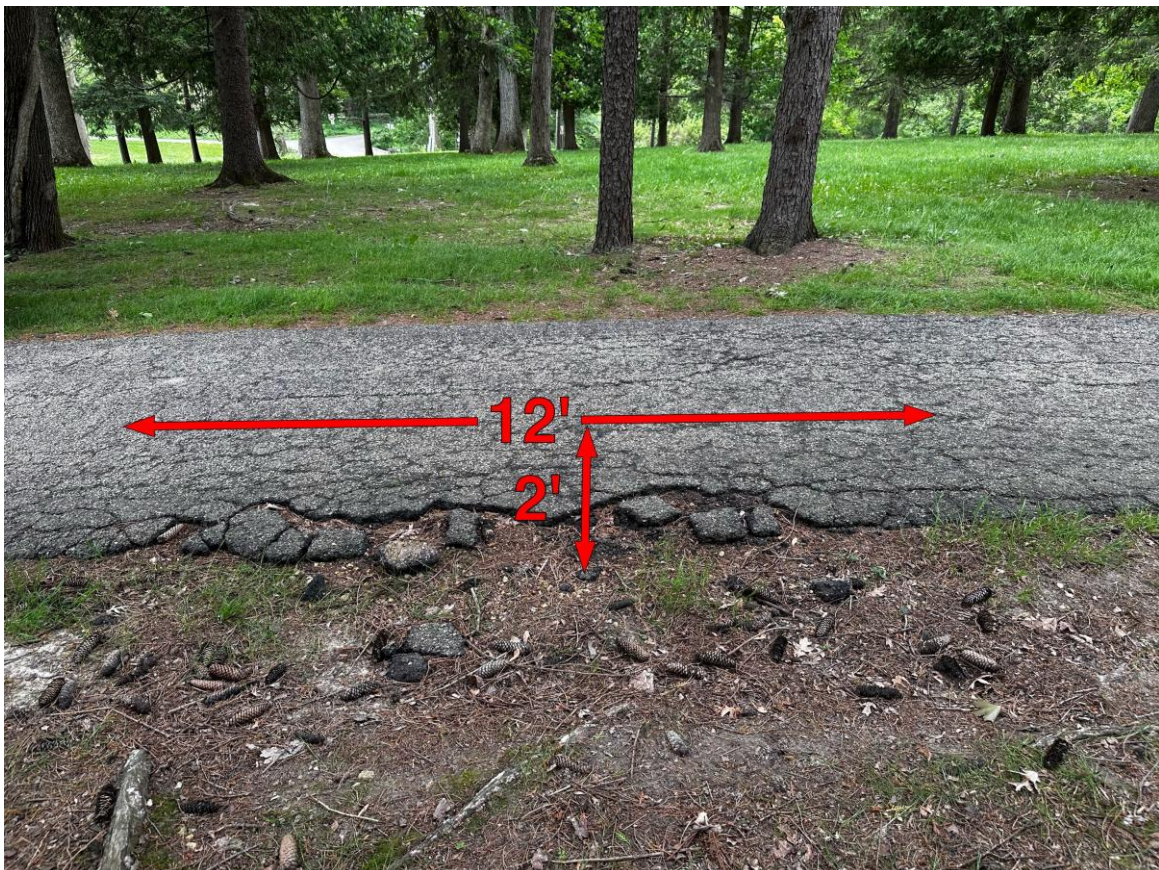


East Approach Path

### Section 3 Location of Additional Work



### Area to Repair



**Area needing Additional Base and Asphalt**

