

VILLAGE OF BUFFALO GROVE

INVITATION TO BID

OWNER:

The Municipalities of Arlington Heights, Buffalo Grove, Evanston, Glencoe, Glenview, and Northfield. (“Municipalities”)


The Municipalities will receive sealed bids for the purchase of the Product generally described as follows:

Product	Description of Product to be Delivered to the Municipalities	Quantity of Product to be Purchased by the Municipalities
UPM Cold Patch (or equivalent to)	See Attached Specifications- Appendix B	See Attached Appendix A

All bid proposals must be submitted electronically through the Village of Buffalo Grove Vendor Registry online procurement system by the **Bid Due Date**. Hard copy bids will not be accepted. All bids will be opened and read publicly via the GoToMeeting phone conferencing platform by calling into **1 (571) 317-3112**, Access Code: **460-585-285**

In order to submit a bid proposal, bidders shall:

- Go to www.vbg.org/bids
- Select on the project description, ‘UPM Cold Patch’ and click the large red button at the top


- Log in to your account and enter your total bid price for each Municipality. This will be the as read bid price.
- Bid Submittal Document shall consist of Contract/Bid for Purchase of UPM Cold Patch (pages 1-6) and Schedule of Prices (pages 8-9) and with all relevant attachments.
- Bid Submittal Document shall be a single attachment as a .pdf document (up to 200 MB)

The following Municipalities have partnered to consolidate services for the purchase of cold patch material: Arlington Heights, Buffalo Grove, Evanston, Glencoe, Glenview, and Northfield Through this consolidation, the Municipalities are presenting an economy of scale to potential bidders, thus providing opportunities for increased revenues to the successful bidder as well as reduced costs to the bidder and the Municipalities. Each Municipality’s Board will independently approve and award a contract. For information on how to receive a copy of the Bid Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at www.vbg.org/bids.

TIMELINE

Wednesday, September 30, 2020	Bid Documents Available to Prospective Bidders
Friday, October 9, 2020 at 9:30 a.m.	Due date for all questions regarding the Work (“Question Due Date”)
Tuesday, October 20, 2020 at 9:30 a.m.	Bid Proposals due to the Village (“Bid Due Date”)

INSTRUCTIONS TO BIDDERSPreparation of Bids

All bids for the purchase of the Product shall be made only on the blank Contract/Bid form attached to this Bid and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Bid form. All bids must be signed by an authorized official. ***[All bids shall be accompanied by a cashier's, certified check(submitted in advance), scanned bid bond, or E-bond in form and from a surety satisfactory to the Municipalities, in an amount equal to at least ten percent of the Total Contract Price named in the Schedule of Prices section of the Contract/Bid form.]*** Bids that contain omissions, erasures, alterations, or additions not called for, conditional or alternative bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

The Municipalities reserve the right to make clarifications, corrections, or changes in this Invite for bid at any time prior to the time bids are opened. All Bidders or prospective Bidders will be informed of said clarifications, corrections, or changes.

Delivery of Bids

Each bid shall be submitted in a sealed envelope plainly marked with the title of the contract and Bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Bids may be delivered by mail or in person. Bids received after the time specified above will be returned unopened.

Opening of Bids

Bids will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Bids

No bid shall be withdrawn for a period of 45 days after the opening of any bid.

Rejection of Bids

Bids that are not submitted on the Contract/Bid form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the Municipalities may demand correction of any deficiency and accept the deficiently prepared bid upon compliance with these Instructions to Bidders.

Acceptance of Bids

Bids submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The Municipalities reserves the right to accept the bid that is in its judgment, the best and most favorable to the interests of the individual Municipality and to the public; to reject the low price bid; to accept any item of any bid; to reject any and all bids; and to waive irregularities and informalities in any bid submitted or in the invite for bid process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their bid.

Upon acceptance of the successful Bidder's bid by the Municipalities, the successful Bidder's bid, together with the Municipalities' notification of acceptance in the form attached to this Invite for Bids, shall become the contract for the Work.

DATED this 24th day of September, 2020.

VILLAGE OF BUFFALO GROVE

By: _____

Brett Robinson, Purchasing Manager

The Municipalities of Arlington Heights, Buffalo Grove, Evanston, Glencoe, Glenview, and Northfield.

CONTRACT/BID FOR THE PURCHASE OF UPM COLD PATCH (or equivalent to)

Full Name of Bidder _____ (“Bidder”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone Number _____

TO: Village of Buffalo Grove
 50 Raupp Blvd
 Buffalo Grove, Illinois 60089
 Attention: **Brett Robinson**
Purchasing Manager

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [if none, write “NONE”], which are included as part of this Contract/Bid.

1. Proposal to Provide Product

A. Contract and Product. If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall, provide to the Municipalities the product, items, materials, merchandise, supplies, or other items identified in the Invitation for Bids attached hereto (“**Product**”) in new, undamaged, and first-quality condition. Bidder further proposes to:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to provide and/or deliver the Product to the Municipality in a proper and workmanlike manner;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Product;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract/Bid;
4. Taxes. Pay all applicable federal, state, and local taxes; and
5. Miscellaneous. Do all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Product will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract/Bid. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Municipalities requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides, within its bid, written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the Municipality, repair or replace, any damage done to, and any loss or injury suffered by, the Municipalities as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. The Municipalities shall have the right to inspect all or any part of the Product. If, in the Municipalities’ judgment, all or any part of the Product is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then the Municipalities, without limiting its other rights or remedies, may, at its discretion: (i) reject such Product; (ii) require Bidder to correct or replace such Product at Bidder's cost; (iii) obtain new Product to replace the Product that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract/Bid. The product so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

A. If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Product to the Municipalities in accordance with the Schedule of Prices (Appendix A.):

If the Municipalities have specified the Quantity of Product to be purchased by the Municipalities on Page 1 of the Invite for Bids, then Bidder shall take, in full payment for all Product and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price (based on unit price multiplied by approximate quantities)

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Municipalities are not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Product are included in the Schedule of Prices; and
4. If the Quantity of Product to be purchased by the Municipalities is specified on Page 1 of the Invite for Bids, such amount is an estimate only. The Municipalities reserve the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the Municipalities for the Product that complies with this Contract/Bid that are accepted by the Municipalities. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the quantity of Product to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

- Within 6 weeks of receipt of invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Bid.

3. Contract Time

If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall provide the Product to the Municipalities through **December 31, 2021**. In addition, the Municipalities may elect to renew the contract for a term of one additional year under the same unit price.

4. Financial Assurance

A. Indemnification. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the Municipalities against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Bid, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract/Bid.

B. Penalties. If this Contract/Bid is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Bid.

5. Firm Bid

All prices and other terms stated in this Contract/Bid are firm and shall not be subject to withdrawal, escalation, or change provided that the Municipalities accept this Contract/Bid within 45 days after the date this sealed Contract/Bid is opened.

6. Joint Purchasing/Purchasing Extension

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Buffalo Grove shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other Municipalities during the extended term of this Contract.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the ITB, and as otherwise required by the Village of Buffalo Grove.

contained in this Contract/Bid and in the Municipalities' written notification of acceptance in the form included in this bound set of documents.

7. Bidder's Representations and Warranties

In order to induce the Municipalities to accept this Contract/Bid, Bidder hereby represents and warrants as follows:

A. The Product. All Product, and all of their components, shall be of merchantable quality and, for a period of not less than one year after purchase: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract/Bid, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Bid; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Bid. The warranties expressed herein shall be in addition to any other warranties applicable to the Product (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Municipalities.

B. Compliance with Laws. All Product, and all of their components, shall comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid shall be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with the Municipalities or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (3) any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Product at the Contract Price and within the Contract Time Proposals set forth above.

8. Acknowledgements

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

A. Reliance. The Municipalities are relying on all warranties, representations, and statements made by Bidder in this Contract/Bid.

B. Reservation of Rights. The Municipalities reserve the right to reject any and all bids, reserve the right to reject the low price bid, and reserve such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Bid is accepted, Bidder shall be bound by each and every term, condition, or provision

D. Remedies. Each of the rights and remedies reserved to the Municipalities in this Contract/Bid shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Municipalities, whether before or after the Municipalities' acceptance of this Contract/Bid; nor any information or data supplied by the Municipalities, whether before or after the Municipalities' acceptance of this Contract/Bid; nor any order by the Municipalities' for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the Municipalities; nor any extension of time granted by the Municipalities; nor any delay by the Municipalities in exercising any right under this Contract/Bid; nor any other act or omission of the Municipalities shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Bid; or of any remedy, power, or right of the Municipalities.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Bid that should any provision, covenant, agreement, or portion of this Contract/Bid or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Bid and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Bid to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Bid shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Bid, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Municipalities.

J. Governing Law. This Contract/Bid shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

9. Contractor's Insurance

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 the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026

- 1) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 2) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

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

- 1) General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
- 2) The Contractor's insurance coverage shall be primary and non-contributory as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.
- 4) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Municipality be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 1) Each insurance policy required shall have the Municipality expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish each Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Municipality, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

Initials _____.

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Buffalo Grove ("Municipality") this ____ day of _____, 2020.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the Product and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Municipality without further notice of objection and shall be of no effect nor in any circumstances binding upon the Municipality unless accepted by the Municipality in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Municipality of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF BUFFALO GROVE

By: _____
Village Manager

Appendix A. Schedule of Prices

Arlington Heights

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Delivered	UPM Cold Patch (or equivalent to)	Approximately 400 Tons	\$	\$
			Total	\$

Total _____ Dollars and _____ Cents (in writing) / Ton (Delivered)

Contact: Chester Gorecki cgorecki@vah.com
Glen Adams

Delivery Location 222 N. Ridge Ave
Arlington Heights IL 60005

Buffalo Grove

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Delivered	UPM Cold Patch (or equivalent to)	Approximately 150 Tons	\$	\$
			Total	\$

Total _____ Dollars and _____ Cents (in writing) / Ton (Delivered)

Contact: Scott Fontanez sfontanez@vbg.org

Delivery Location 50 Raupp Blvd,
Buffalo Grove IL 60089

Evanston

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Delivered	UPM Cold Patch (or equivalent to)	Approximately 90 Tons	\$	\$
			Total	\$

Total _____ Dollars and _____ Cents (in writing) / Ton (Delivered)

Contact: Edgar Cano ecano@cityofevanston.org

Delivery Location: 2020 Asbury Ave.,
Evanston, IL 60201

Glencoe

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Delivered	UPM Cold Patch (or equivalent to)	Approximately 20 Tons	\$	\$
			Total	\$

Total _____ Dollars and _____ Cents (in writing) / Ton (Delivered)

Contact: Donald Kirk dkirk@villageofglencoe.org

Delivery Location 1900 Frontage Rd.,
Glencoe IL 60022

Glenview

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Delivered	UPM Cold Patch (or equivalent to)	Approximately 210 Tons	\$	\$
			Total	\$

Total _____ Dollars and _____ Cents (in writing) / Ton (Delivered)

Contact: Daniel Levinson: dlevinson@glenview.il.us

Delivery Location: 2498 East Lake Avenue
Glenview IL 60026

Northfield

Product	Description of Product to be provided to Owner*	Estimated Quantity of Product	Unit Price of Product	Extended Cost: Est Qty x Unit Price
Cold Patch Picked Up	UPM Cold Patch (or equivalent to)	Approximately 40 Tons	\$	\$
			Total	\$

Total _____ Dollars and _____ Cents (in writing) / Ton (Delivered)

Contact: Bill Wipperfurth bwipperfurth@northfieldil.org

Address: 1800 Winnetka Rd.,
Northfield IL 60093

*Provide material specifications with bid submittal

Appendix B Specifications

Bituminous Cold Patch Material UPM[®] Permanent Pavement Repair Material

GENERAL:

These bituminous patching mixes are designed in various seasonal grades for use when the outside ambient temperature is in the range of -15°F (-26°C) to 100°F (38°C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions. These grades shall consist of Winter Mix, Spring/Fall Mix and Summer Mix.

The bituminous patching mix shall consist of asphalt and aggregate within prescribed quantities to make a mixture, which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp or during hot weather in bituminous and concrete pavement. The asphalt blend and aggregate shall conform to the following requirements.

LIQUID ASPHALT:

The bituminous material shall be **UPM** liquid asphalt blend, from UNIQUE Paving Materials Corporation, Cleveland, Ohio (UNIQUE) or from one of its approved blending facilities. The blend shall meet the following requirements:

Kinematic Viscosity @ 140°F (60°C)	ASTM D 2170	350 to 4000 cSt (mm ² /s)
Flash Point, Tag Open Cup	ASTM D 1310	200°F (93°C) minimum
Percentage of Water	ASTM D 95	Less Than 0.2%
Distillation to 680°F (360°C)	ASTM D 402	See Values Below

Temperature	Volume % Total Distillate		Volume % Original Sample	
	Minimum	Maximum	Minimum	Maximum
to 437°F (225°C)	0	0	0	0
to 500°F (260°C)	0	0.5	0	0
to 600°F (316°C)	10	65	0	18
Residue from distillation to 680°F (360°C)% Volume by Difference			73	95

TESTS ON RESIDUE FROM DISTILLATION

Absolute viscosity @ 140°F (60°C)	ASTM D 2171	75 to 425 Poise (10 ⁻¹ Pa × s)
Penetration, Modified with Cone	ASTM D 5*	180 minimum
Ductility, 39°F (4°C), 1 cm/minute	ASTM D 113	100 minimum
Solubility in Trichloroethylene	ASTM D 2042	99.0% minimum

* Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM Method D 217, except that the interior construction may be modified as one desires. The total moving weight of the cone and attachments must be 150 ± 0.1 grams. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.

AGGREGATE:

The aggregate shall be crushed stone and shall meet the following requirements:

SIEVE ANALYSIS**ASTM C 136**

Sieve	#9 ASTM D 448 Percent Passing	COMBINATION #9 & #89 Percent Passing	#89 ASTM D 448 Percent Passing
1/2" (12.5 mm)	-	100	100
3/8" (09.5 mm)	100	90 - 100	90 - 100
# 4 (4.75 mm)	85 - 100	55 - 85	20 - 55
# 8 (2.36 mm)	10 - 40	5 - 40	5 - 30
# 16 (1.18 mm)	0 - 10	0 - 10	0 - 10
# 50 (0.30 mm)	0 - 5	0 - 5	0 - 5
Soundness Loss (Sodium, 5 cycles)		ASTM C 88	12.0 maximum
Los Angeles Abrasion Loss		ASTM C 131	45.0% maximum
Specific Gravity		ASTM C 127	2.45-2.85
Absorption		& 128	3.0% maximum
Minus 200 Sieve (0.075mm) Wash Loss		ASTM C 117	2.5% maximum

PREPARATION OF MIXTURE:

The producer will provide a paved stockpile pad or an established material base of the same product as bid in the specifications. The pad or material base shall be solely committed to this product during the contract period.

The asphalt shall be heated to a temperature between 185° - 265°F (85° - 130° C).

The mixture shall consist of an aggregate and asphalt combined in a pug mill in the following proportions:

Asphalt	5.0 to 6.5%
Aggregate	93.5 to 95%

The mixture may be prepared with no heat to the aggregate when determined as acceptable by UNIQUE's laboratory testing.

Heat should be applied to the aggregate when determined as necessary by UNIQUE's laboratory testing prior to production of the mixture or by a technical representative of UNIQUE.

Under any of the above conditions the minimum amount of heat necessary to obtain coating or facilitate the operation of the plant may be utilized not to exceed under any circumstance 175°F (80°C).

When producing in a batch plant, wet mix time in the pug mill should be typically in the range of 30 to 45 seconds or until the aggregate is uniformly coated (greater than 95%) as outlined in ASTM D 2489.

MIXTURE:

The **UPM** mix shall meet the following requirements:

Coating	ASTM D 2489	Greater than 95%
Stripping in distilled water ¹	Visual	Less than 5%
Extraction of Bituminous Material	ASTM D 2172	3.5 min. 9.0% max.
Sieve Analysis of Extracted Aggregate	ASTM C 136	See Aggregate Specification
Minus 200 (0.075mm) of Extracted Aggregate	ASTM C 117 & ASTM C 136	4.0% Maximum ² One-Year Minimum
Shelf Life of 100 Tons or more		

Note 1: Place approximately 100 grams in a 250 ml glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused with the 2.5% maximum allowed for the Minus 200 (0.075mm) Wash Loss on the raw aggregate before the production of **UPM** mix. That value is necessary to minimize the effect of the plant when producing the finished **UPM** cold mix.

PERFORMANCE GUARANTEE:

The supplier of the material shall guarantee the performance of the mix to meet the following requirements:

- A. The material shall remain workable to accommodate climatic conditions, in an uncovered stockpile of 100 tons or more, if applicable, for a period of not less than 12 months
- B. Smaller quantities must be reasonably covered.
- C. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of 12 months from the time of repair.

In the event the material furnished does not meet all of the above requirements, the supplier shall replace the unsatisfactory with acceptable material. The acceptable material shall be provided and delivered at no extra charge to the Municipality.

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