

NOTICE

ADVERTISEMENT FOR BIDS Town of Buchanan, Outagamie County, WI Pavement Chip Sealing Services

Notice is hereby given that the Town of Buchanan, Outagamie County, Wisconsin will accept sealed bids for Pavement Chip Sealing Services on selected roads within the Town of Buchanan for 2024.

The proposed amount of Chip Sealing Services is based on a per lineal foot of roadway to be installed per specifications outlined by the Town.

Qualified bids will be received by the Town of Buchanan, N178 County Road N, Appleton, WI 54915 until 2:00PM, CST, Thursday, April 11, 2024 where they will be opened and publicly read aloud.

All bids shall be submitted on the Town bid form provided in the Bid Specifications and sealed in an envelope which is to be plainly marked on the outside **"2024 Buchanan Chip Sealing Services"** along with the bidder's name and other required submissions detailed in the project specifications.

Bid specifications may be obtained by contacting the Buchanan Town Hall, N178 County Road N, Appleton, WI 54915 or through the Town's website at www.townofbuchanan.gov or requested by phone at 920.734.8599.

The Town of Buchanan reserves the right to reject any and all bids, waive any bidding formalities and award a contract that serves the best interest of the Town of Buchanan.

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TOWN OF BUCHANAN, OUTAGAMIE COUNTY, WISCONSIN

**BID SPECIFICATIONS
For
2024 Chip Sealing Services**

March 2024

PAVEMENT CHIP SEALING SPECIFICATIONS

Town of Buchanan

A. Competitive Sealed Bidding

The Town of Buchanan, Wisconsin (hereinafter referred to as the "Town") will receive sealed bids from qualified Contractors for Pavement Chip Sealing Services that are identified in this document. Sealed bids must be received by the date and time listed in these specifications and attached advertisement.

B. Objective/Expectations

These specifications and included contract are for the **2024 Pavement Chip Sealing Services** for the Town of Buchanan. The specifications contained herein detail how the Contractor shall maintain right-of-ways (roadways) and other properties in an appropriate, aesthetic and safe manner while doing the work.

C. Qualifications of Contractors

The Contractor, prior to award of the work, shall show to the complete satisfaction of the Town, that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner.

D. Insurance and Workers Compensation

The Contractor shall furnish evidence of all listed Workers Compensation, General Liability, Auto and Umbrella insurance coverages. Certificate(s) of Insurance shall be filed with the submitted bid/contract forms with the Town of Buchanan name as an "additional insured".

Minimum limits of insurance shall be as follows:

Workers Compensation Insurance

Each Accident/Employee	State Statutory Limits
Policy Limit	State Statutory Limits

General Liability Insurance

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence (Bodily Injury & Property Damage)	\$1,000,000
Fire Damage (any one fire)	\$1,000,000

Medical Expense (any one person)	\$1,000,000
<u>Auto Liability Insurance</u>	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
<u>Umbrella Liability</u>	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and its agents against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgements, costs and expenses which may arise from any negligence of the Contractor, its employees and subcontractors.

E. Examination of Work Sites

Before submitting a bid, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract. If the Contractor receives an award as a result of their bid submission, failure to have made such investigations and examinations will in no way relieve the Contractor from their obligations to comply in every detail with all provisions and requirements of these specifications and contract documents. Nor will the Town accept a plea of ignorance of such conditions and requirements as a basis for any claim whatsoever by the Contractor for additional compensation.

F. Quantities

The road mile quantities shall be construed as estimates for the purpose of obtaining prices and should be verified by the Contractor. The Town reserves the right to increase or decrease the stated quantities based primarily on the Town's budget for the work.

G. Award of Contract

The Town reserves the right to reject any and all bids/proposals, to award multiple contracts, and accept the bid/proposal most advantageous to the Town, even if the bid/proposal is not the lowest in cost.

Contractors should bid using a unit price per foot for pavement chip sealing. All bids shall be accompanied with confirmation for the full amount of footage requested to be chip sealed.

The award shall be made to the responsible bidder or Contractor with the ability to fulfill the Town's contractual needs.

Based on the Town's budget for the work, the Town retains the ability to reduce the number of roadway feet and/or additional services in order to meet its budgetary goals. Conversely, should the budget allow, additional roadway to be worked on will be identified and the Contractor notified before work begins.

Included with these specifications is a list of the roads to be chip sealed along with an accompanying map showing the road locations.

H. Pavement Chip Sealing

The chip sealing process expected through these specifications will consist of a polymer emulsified asphalt blend or MS5 hot asphalt and a 100% fractured 3/8 granite blackstone which shall not exceed 3/8" in size. Both asphalt and aggregate shall be applied to one half of the roadway at a time to allow for continuous flow of traffic. The polymer asphalt emulsion shall be applied at a minimum of 170 degrees and be evenly distributed by a spray distributor. The road surface shall be cleaned by a self-propelled broom and any necessary cold mix patching installed prior to chip sealing. The finished chip seal shall be rolled and set in place with a duo packer roller.

Cold mix asphalt for wedge patching will be produced using a SC-800 asphalt and a crushed stone and washed sand aggregate mixture with a top size not exceeding 1/2". A separate bid item is shown for wedging and the roads requiring wedging are identified. Estimates of material needed for wedging is provided for guidance. The Town will be responsible for payment of material actually used.

I. Pavement Sweeping

The Contractor shall be responsible for sweeping and removing all loose limestone or granite chip material after the project has been completed. Disposal of loose material shall be the responsibility of the Contractor. Pavement sweeping at intersections only at the Town's discretion.

J. Damage to Public or Private Property

Should any damage to public or private property occur as a result of the services performed or work done by the Contractor, the Contractor shall immediately notify the Town of such damages. Any damage shall be cured within ten (10) calendar days after the damage occurs unless a different time period is agreed to in the discretion of the Town's representative. Should the damage not be rectified within the time frame agreed upon, the Town reserves the right to repair and/or replace that which is damaged and assess the Contractor for such costs as may be reasonable and related to

damage caused by the Contractor, and may deduct these costs from any payment due the Contractor.

K. Contractor Personnel and Equipment

The Contractor shall supply all material, equipment and personnel necessary to complete the work specified. The Contractor shall rent equipment as needed to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time period.

L. Work Crew Supervision

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon any directives issued by the Town concerning the work outlined in these specifications and contract.

M. Contract Life

The term of the contract is confined to this project and time frame identified. Any additional work added to the original contract shall be completed at the original contract unit prices and documented through change orders.

N. Working Hours

The Contractor shall schedule work between the hours of 7:00AM and 8:00PM, Monday through Friday, unless otherwise authorized by the Town.

O. Inspection of Work

All work shall be completed to the satisfaction of the Town with respect to proper procedures and quality of workmanship.

P. Unsatisfactory Work

If, at any time during the contract, the Town determines that the service performed or work done by the Contractor creates a condition that threatens the health, safety or welfare of the community or fails to meet the specifications herein, the Contractor shall, upon receipt of the written or oral notice, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Town shall have the right to order correction of the deficiency by separate contract or with its own resources at the Contractor's expense. The Town reserves the right to terminate this contract in whole or in part in the event the Contractor fails to perform any of the provisions of this contract.

Q. Costs and Basis of Payment

The Contractor affirms and states that the prices submitted herein constitute the total cost to the Town for all work identified in these specifications. The total cost includes all insurance, royalties, transportation charges, use of all tools and equipment, supervision, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done considered either separately or collectively.

R. Liquidated Damages

The Town and Contractor recognize that time and work quality is of the essence to this contract. The parties also recognize the delays, expense and difficulties involved in a legal proceeding. Should the Contractor fail to complete the work by the date provided in these specifications and contract, the Contractor shall be liable to the Town for liquidated damage in the amount of \$100.00 per day for failure to complete the work in the time frames and specifications provided. All work performed through this contract and specifications is to be completed no later than August 31, 2024. A culvert replacement is scheduled for Feldkamp Road and therefore, chip sealing services shall wait until after culvert is installed.

S. Questions During the Bid Process

All questions concerning these specifications shall be directed to Mr. Dennis Jandrey, Engineer Technician at 920.734.8599 (Office) or 920.931.5410 (Mobile)

T. Failure to Enforce

Failure by the Town an any time to enforce the provisions of this contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Town to enforce any provision at any time in accordance with its terms.

U. Bid Submission Requirements

Sealed bids will be accepted by the Town of Buchanan until **2:00PM CST, Thursday, April 11, 2024** at the Buchanan Town Hall, N178 County Road N, Appleton, WI 54915 and which time they will be opened and read aloud. No faxed submissions will be accepted. The envelope shall be clearly marked on the outside "**Buchanan 2024 Chip Sealing Services**".

Sealed bid submissions shall include the following:

1. Completed Bid Form to these specifications.
2. Certificate of Insurance confirming the minimal level of insurance requirements for the work identified in these specifications.
3. Any other information the Contractor feels will be useful to the Town in evaluating their proposal and awarding the work.

**TOWN OF BUCHANAN, OUTAGAMIE COUNTY, WISCONSIN
2024 Pavement Chip Sealing Services**

BID FORM

I, _____, duly authorized representative of _____, proposes to provide all labor, materials and equipment to perform chip sealing services for the following Town of Buchanan roads. The undersigned offers and agrees, if this Bid is accepted within 60 calendar days from the date of opening, to furnish any or all services upon which prices are quoted, and recorded opposite each road item, delivered at the designated locations within the time specified.

CHIP SEALING

<i>Road Name</i>	<i>Road Segment</i>	<i>Length</i>	<i>Width</i>	<i>Cost Per Lineal Foot</i>	<i>Total</i>
Feldcamp Road	GG to east end	2,800'	21'		
Clune Road	CTH Z to end	5,200+cul-de-sac	24'-25'		
Grand Total					

PAVER WEDGING

<i>Road Name</i>	<i>Estimated Tonnage</i>	<i>Cost Per Ton</i>	<i>Total</i>
Clune Road	240		
Grand Total			

PULVERIZE, SHAPE, COMPACT

Road	Lump Sum
Feldkamp Road	
Total	

GRAVEL PLACEMENT

Road	Lump Sum
Feldkamp Road – 2,800' x 21' x 4"	
Total	

NOTES:

- 1) Price per foot shall include sweeping and clean-up of all excess granite chips by Contractor after application.
- 2) The Town reserves the right to reduce or increase the lineal feet of chip sealing to maximize the Town's budgeted funds for the work.
- 3) For wedging and gravel, the Town will be responsible for payment of material actually used.
- 4) All roads shall be completed, including final sweeping, no later than August 31, 2024

THE ABOVE BID, IF ACCEPTED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE TOWN OF BUCHANAN SHALL CONSTITUTE AND BECOME A CONTRACT BINDING UPON THE PARTIES

BIDDER

Company Name: _____ Date: _____

Street Address: _____
City, State, Zip

Business Phone: _____ Fax: _____

Federal Employer ID #: _____

Contact Name: _____ Email: _____

Signature of Officer, Partner, Sole Proprietor

ATTEST: If a Corporation

Print Name & Title

Signature of Corporation Secretary

TOWN OF BUCHANAN

Authorized Agent Signature

ATTEST

Title

Cynthia Sieracki, Clerk/Treasurer

Date

Date

