

Specifications for
ASPHALT CRACKSEALING

The Town of Rice Lake will be accepting bid proposals for a Contractor to rout and seal cracks in local streets. The intent of this contract is to ensure the Town of Rice Lake that routing and hot rubberized, poly-fiber cracksealing of all cracks shall be accomplished in a responsible and timely manner.

The routing and hot, rubberized, poly-fiber cracksealing of all cracks shall be accomplished under the following specifications:

EQUIPMENT:

1. **General:** Equipment, vehicles and tools necessary for heating, cleaning, unloading, transporting and applying materials and for performing and maintaining all parts of the work, satisfactory as to design, capacity and mechanical conditions for the purpose intended, must be maintained in full working order, or which is used by the contractor is proven inadequate to obtain results prescribed, shall be repaired, improved, replaced or supplemented to obtain the progress and workmanship contemplated by the contract. In the event the equipment furnished and used is inadequate or unsatisfactory to obtain the progress and workmanship contemplated, operations shall be suspended until such conditions have been rectified. All equipment, vehicles and tools necessary for this contract listed or otherwise, shall be considered a part of this subsection.
2. **Heating Equipment:** Heating equipment shall be of an indirect heating type and of adequate capacity to properly heat the materials. Equipment for heating the bituminous material shall be so designed as to heat the material without burning or overheating any portion thereof and shall be provided with effective and positive control of the heat at all times.
3. **Distributors:** The distributor shall be designed, equipped, maintained and operated so that material specified is at an even heat and will be applied uniformly and with an allowable variation from any specified rate. Distributor equipment shall include pressure gauges, accurate volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. A hose and nozzle attachment shall be provided for applying material to patches and areas required.
4. **Cleaning Equipment:** Cleaning equipment shall be high-pressure air, capable of blowing sand and other foreign material from a crack; air chisel, router or hand tools must be available to remove loose and spalled material adjacent and within the cracks

PREPARATION AND FILLING:

1. All cracks to be sealed shall be routed to a minimum width of 3/4 inch and a minimum depth of 3/4 inch. Routing ratio to be 1:1 width to depth. All cracks, particular those greater than 3/4 inch wide, shall have both crack faces sized by routing. Where existing cracks have been previously sealed, failed sealant shall be removed to the depth of the rout, refilled and over-banded. Cracks shall be filled within 3 hours of routing.
2. All vegetation shall be removed from cracks.
3. Contractor shall provide a vacuum or suitable cleaning equipment, to immediately remove all debris, including failed sealant, as soon as cracks are routed.
4. Immediately prior to filling, the cracks shall be cleaned, and at the time of filling, cracks shall be free of standing water (to be determined by visual examination). Re-cleaning may be necessary if the openings become contaminated before being filled. The work may be done as a single, coordinated operation. The cleaned cracks may be dried by heating.
5. Crack sealant shall be applied as per manufacturer instruction. The crack shall be overfilled to approximately three times, or greater, the width of the routed crack and approximately 1/8 inch thick on adjacent pavement surfaces.
6. In wide cracks, Contractor shall insert closed cell backer rod material, rope' or other pliable fill material approved by the Owner, in the bottom of the crack in order to maintain the specified width to depth ratio of the sealant and reduce the amount of material used. Backer rod should typically be 25% wider than the crack reservoir.
7. On all bands of sealant greater than 4 inches in width, sand or pea gravel shall be applied over the sealant to ensure motorist safety and stability of product.
8. All locations where crack sealant settles into the crack opening more than 1/4 inch below adjacent pavement, additional material will need to be applied to meet filling specifications.
9. The routed asphalt and foreign material resulting from the reservoir preparation shall be removed from the roadway surface before an area is opened to traffic.
10. The Contractor shall repair or refill, at his own expense, any part of a sealed reservoir damaged by traffic.

MATERIAL:

Material used shall be hot pour elastic type filler for asphalt pavement and shall conform to the state specifications for Derry 180 or equivalent. A poly-fiber type material will be used for wide seal application. A certificate of compliance shall be furnished to the Town Board Chairperson or duly authorized person(s), before application begins.

TRAFFIC CONTROL:

1. **Traffic Routing:** Traffic shall be permitted to use the pavement during this construction, and all operations shall be so conducted as to provide a minimum of inconvenience to traffic.
2. **Barricades:** Barricades and signing necessary for the protection of the general public shall be used and shall be the responsibility of the Contractor.
3. **Notification:** Written notification shall be given to Police, Fire and Street Departments of the municipality at least twenty-four (24) hours prior to closing off or in any way effecting through vehicular traffic on any street.
4. **Curing and Protection:** The Contractor shall erect and maintain suitable barricades and/or cones and employ such watchmen as may be necessary to exclude traffic from the newly crackfilled areas until thoroughly cured or set. Any part of the work damaged prior to acceptance of the project by the owner shall be repaired and/or replaced at the expense of the Contractor.

APPLICATION OF CRACK FILLERS:

Crack fillers material shall be applied only when temperature is 32°F or more and surface is dry and in proper condition. It shall not be applied when weather or surface conditions are unfavorable or when impending rains appear probably and that the material may be damaged. The materials shall be applied by means of equipment and distributors conforming to the requirements herein before set forth. The temperature of the materials at the time of application shall be as designated by the Town Chairperson to permit ready application. Materials that have been overheated or otherwise injured will be rejected. The rate of application of material shall be determined on basis of the condition of the crack to be treated and the requirements to produce the contemplated results.

MAINTENANCE:

The Contractor shall be responsible for and maintain the work until acceptable thereof. Such maintenance shall include protection and repair of the treated surface. Any areas containing any excess or deficiency of bituminous material or aggregate cover and any unsatisfactory areas in the crack filling shall be corrected during such maintenance period.

METHOD OF MEASUREMENT:

The manufacturer's weight of the sealant will be accepted as the basis for measurement.

BASIS FOR PAYMENT:

The routing and hot rubberized, poly-fiber cracksealing of all cracks shall be measured and paid for by the pound of sealant installed. Payment shall be full compensation for all labor, equipment, materials, and incidentals required for crack routing, cleaning, furnishing, and placing sealant.

GENERAL:

1. Streets to be crackfilled may vary and shall be set by the Town Board.
2. The Contractor shall not perform any extra work without authorization of the Town Chairperson or duly authorized person(s).
3. Contractor shall proceed with contract within ten (10) working days from the time of notification from the Town Chairperson or duly authorized person(s).
4. Work shall be done no later than **September 15th** of the year bid. Failure to complete work by this date will result in a \$200 per day penalty being assessed until work is completed.
5. Late work hours shall have the approval of the Town Chairperson, or duly authorized person(s).
6. The Contractor shall have a qualified person or persons in charge of his operations.
7. The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way effect the right of the Town thereafter to enforce the same. Nor shall waiver by the Town of any breach of such provisions here of be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.
8. If any provision of the contract shall be declared illegal, void or unenforceable, the other provisions shall not be effected but shall remain in full force and effect.

LIABILITIES:

As a condition of acceptance by Town of any bid, bidder shall satisfy all outstanding liabilities, if any, owing to the Town of Rice Lake by bidder.

PAYMENT:

Payment for cleaning and filling of cracks shall be upon satisfactory completion and upon approval of the Town Chairperson or duly authorized person(s).

NONDISCRIMINATION CLAUSE:

Without limiting the generality of any of the provisions of this Agreement, CONTRACTOR, in its operations, and also as a part of the consideration hereof, shall maintain and operate its facility and provide its services in compliance with and pursuant to Title 49, Part 21, Code of Federal Regulations, nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and shall not on the grounds of race, creed, color or national origin, physical limitation or disability, or on any other prohibited basis discriminate or permit discrimination against any person or group of persons in the manner whatsoever.

In addition, the CONTRACTOR covenants that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 2152, Subpart E. The CONTRACTOR assures the TOWN that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The CONTRACTOR assures that it will require that its covered suborganizations provide assurances to the CONTRACTOR that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

LIABILITY INSURANCE REQUIRED:

No Contract shall be issued until Contractor has furnished satisfactory proof of a liability insurance policy in full force and effect a public liability insurance policy in a company authorized to do business in the State of Wisconsin for his total operation in the amount of a One Million Dollar (\$1,000,000.00) complete liability umbrella policy covering injury, death or destruction of property of any person other than the Contractor. Cancellation or reduction of insurance shall automatically suspend this contract and no further work shall be done.

CONTRACT REVOCATION OR SUSPENSION:

The Town Chairperson or duly authorized person(s) may temporarily suspend this contract for any violation of these specifications for a period not exceeding three (3) days, or may revoke such contract after an opportunity for hearing before the Town Council upon ten (10) days personal notice to the Contractor.

Sealed Bids shall be received until **7:00 p.m., Monday, May 10, 2021** at the Town of Rice Lake Clerk's Office, 1830 Macauley Ave., Rice Lake, Wisconsin. Bids shall be opened at **7:00 p.m. on Monday, May 10, 2021**, at the Rice Lake Town Hall, 1830 Macauley Ave., Rice Lake, WI 54868. **All bids must be on Town of Rice Lake Bid Proposal forms and are to include a completed Town of Rice Lake Drug & Safety Survey (pages 5 & 6 of this packet).**

The Town of Rice Lake reserves the right to reject any or all bids, to waive informalities and to accept the proposal deemed most advantageous to the Town of Rice Lake.

BID PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the State of _____, doing business as _____ to the Town of Rice Lake, Wisconsin (Hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work, clean and fill cracks in strict accordance with the Specifications, within the time set forth therein, and at the prices stated in the attached proposal form.

By submission of this BID, each BIDDER certifies as to its own organization, that this BID has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER agrees to perform all work described in Specification Documents for the following unit prices:

PROPOSAL FORM

Bid #2 -Furnish and Install Rubberized, Poly-fiber Crack Filler

Rout, clean and fill cracks **per pound** of material required Unit price **per pound** \$ _____

PROPOSAL FORM FOR CRACK ROUTING AND SEALING – SINGLE SEAL

ON ROUTE (Ave/St Number)	AT ROUTE (Starting Point)	OFFSET (Ft or Miles)	TOWARD ROUTE (Ending Point)	OFFSET (Ft or Miles)	MILEAGE	POUNDS OF SEALANT
22 ½ St.	18 ¾ Ave.		19 ½ Ave. (CTH M)		0.75	
TOTAL MILES					0.75 mi	
TOTAL POUNDS						
PRICE PER POUND APPLIED						
TOTAL BID PRICE						

Specify approximate starting date _____

In submitting this bid, it is understood that all work must be completed in accordance with the time schedule set forth in this proposal form, and the Town of Rice Lake reserves the right to reject any or all bids, to waive informalities, and to accept the bid proposal deemed most advantageous to the Town of Rice Lake.

It is agreed that this bid will not be withdrawn.

Upon the acceptance of this proposal, the successful Bidder shall be the Contractor and all references in the proposal to the Bidder shall apply to the Contractor for the year bid.

Respectfully Submitted,

Contractor Signature _____
 Printed Name _____
 Title _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date _____

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ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified in the contract.

Date of acceptance: _____

 Dean Borofka, Town of Rice Lake Chairman

Town Of Rice Lake

Barron County, Wisconsin

ATTENTION ALL CONTRACTORS SUBMITTING ROAD WORK BIDS:

The Town of Rice Lake now requires this form to be submitted with all road work bids to ensure that contractors are meeting industry standards.

Contractor _____ Phone _____

Address _____

1. Do you have a drug testing policy which includes *random* testing?

_____ NO

_____ YES Medical Review Officer: _____

Phone: _____

Consortium Management Group: _____

Phone: _____

2. Do you have Traffic Control / Flagger Training?

_____ NO

_____ YES Trainer: _____ Phone: _____

Most recent training date: ___/___/_____

3. Do you have a written Safety Program?

_____ NO

_____ YES *Please circle topics covered in the program*

Flagger Training

Traffic Control

Hazard Communication

Lockout / Tagout

Fire Protection

Personal Protective Equipment

Hearing Conservation

Drug Testing

Bloodborne Pathogen Awareness

Vehicle Inspection / Maintenance

Driver Logs

Respiratory Protection

4. Do you conduct Safety Meetings?

_____ NO

_____ YES Conducted by: _____ Phone: _____

How often: _____ Last date held: ___/___/_____

As an officer of the company, I verify the above is true and accurate.

Signature

Printed Name

Date

Title