

**Specifications For Proposal to
Polymer Scrub Seal**

The Town of Rice Lake will be accepting bid proposals for a contractor to Polymer Scrub Seal approximately 1.0 miles of town roads as follows:

ON ROUTE (Ave/St Number)	AT ROUTE (Starting Point)	OFFSET In Feet	TOWARD ROUTE (Ending Point)	OFFSET In Feet	DISTANCE In Feet	WIDTH
22 Ave.	23 rd St.		24 th St.		5,016	22 ft
TOTALS					5,016	

1. Description

The work shall consist of furnishing all materials, equipment, labor and preparation necessary for the application of the polymer modified asphaltic rejuvenating emulsion – Scrub Seal. The applied material shall completely seal the pavement surface and provide a uniform textured surface, suitable for placement of hot mixed asphalt, micro-surfacing, slurry seal, fog seal or as a finished surface.

The work shall be completed as follows: Prepare the pavement surface; apply the polymer modified asphaltic rejuvenating emulsion and scrub the applied emulsion with a scrub broom as specified herein; apply aggregate, roll the aggregate, broom the aggregate with a secondary broom when specified, sweep and dispose of excess aggregate.

The purpose of this contract is to ensure the Town of Rice Lake a set price to perform the above job description.

2. Materials

POLYMER MODIFIED BITUMINOUS REJUVENATING EMULSION BINDER

<u>EMULSION PROPERTY</u>	<u>MIN</u>	<u>MAX</u>	<u>TEST METHOD</u>
VISCOSITY @ 50°C(cPs)	110	880	ASTM D7226
RESIDUE BY VACUUM DISTILLATION, W%, MIN	65		ASTM D7403
SIEVE, W%, MAX		0.1	AASHTO T59
PARTICLE CHARGE	POSITIVE		AASHTO T59
STORAGE STABILITY, W%, 24 HOURS		1.0	AASHTO T59
<u>RESIDUE PROPERTY</u>			
G*/SINδ @ 52°C, (kPa)		2.2	AASHTO T315
MSCR @ 10°C, %R @3.2kPa, %	55		ASTM D7405
PENETRATION @ 4°C, MIN	40		AASHTO T49
<u>REJUVENATING AGENT PROPERTY</u>			
FLASH POINT, COC, °F	>380		ASTM D92
SOLUBILITY IN N-PENTANE, W%	99.0		ASTM D2007
MASS LOSS AFTER RTFO OR TFO, W%		6.5	AASHTO T240 OR T179
VISCOSITY RATIO		3.0	AASHTO T179

COARSE AGGREGATE

The coarse aggregate shall be 100% crushed material from quarried stone, natural gravel or other high quality aggregate excluding sources containing magnesium or calcium carbonite and meet the following requirements:

PHYSICAL REQUIREMENTS

<u>DESCRIPTION</u>	<u>MIN</u>	<u>MAX</u>	<u>TEST METHOD</u>
L.A. ABRASION LOSS @ 500 REVOLUTIONS, %		35	AASHTO T96
DELETERIOUS MATERIAL, W%		1.0	AASHTO T113
CRUSHED PIECES, 1 FRACTURED FACE, %	100		WISDOT CMM 8-60
SODIUM SULFATE SOUNDNESS TEST, 5 CYCLE, R4,%	15		AASHTO T104

GRADING REQUIREMENTS – ASTM C-117

SIEVE		TYPE 1
1 inch	(25mm)	100
¾ inch	(19mm)	100
½ inch	(12.5mm)	100
3/8 inch	(9.5mm)	100
5/16 inch	(8.0mm)	90-100
No. 4	(4.75mm)	10-80
No. 8	(2.36mm)	5-30
No. 16	(1.18mm)	0-15
No. 200	(75um)	0-5

3. Equipment

Equipment and tools necessary for producing, handling and transportation of the materials and for performing and maintaining all parts of the work must be satisfactory as to design, capacity and mechanical condition for the purpose intended. Any equipment which is not maintained in full working order, or which is used by the contractor, is inadequate to obtain the results prescribed, shall be repaired, improved, replaced or supplemented to obtain the progress and workmanship contemplated by the contract. The Contractor shall furnish an accurate thermometer, hand brooms and other small tools and equipment essential for completion of the work.

PRESSURE DISTRIBUTOR

The pressure distributor shall have a computerized rate control that automatically adjusts the distributor's pump to the ground speed. The pressure distributor shall be capable of heating and re-circulating the bituminous binder to the specified temperature. The proper nozzles shall be used for the material and rate specified.

SCRUB BROOM

The scrub broom frame shall be constructed such that the scrub broom is attached to the distributor truck. The scrub broom must be equipped with the means to mechanically raise and lower the scrub broom off and onto the road surface at designated points of completion and start up. It shall be towable in the elevated position. The width of the broom assembly shall be such that it does not squeegee the emulsion off the roadway surface.

The main body of the scrub broom shall be a frame minimum 6'-9" wide and 10 feet long. The maximum transverse rigid frame width at any point shall not exceed 6'-9". The nearest and furthest members, paralleling the back of the spreader truck, and diagonal members shall be equipped with emulsion scrub brooms. The leading member and the trailing member shall have broom heads angled at 10 to 15 degrees off the centerline of the supporting member. Each individual emulsion scrub broom attached to the scrub broom assembly shall be 3½" w x 6½" h x 16" l and have stiff nylon bristles. Bristle height is to be maintained at a minimum of 5 inches. The scrub broom shall be equipped with hinged wing assemblies attached to the main body not to exceed 4'-6" per side, with diagonals and equipped with emulsion scrub brooms. The purpose of the maximum rigid frame width and the hinged wing extensions is not only for maximum width of the 16 feet but to maintain the scrubbing process consistently as surface textures and conditions along with cross-sections change along the existing roadway surface.

NOTE: The Contractor must supply a scrub broom as described for the purpose of scrubbing the polymer modified asphaltic rejuvenating emulsion. If the Contractor fails to supply the scrub broom specified, the project shall be shut down. Shut downs resulting from the failure to provide this specified scrub broom shall not excuse the Contractor from provisions of contract working days.

AGGREGATE SPREADER

The aggregate spreader shall be self-propelled and shall be equipped with hoppers, revolving cylinders and adjustments necessary to produce a uniform distribution of material at the specified rate.

PNEUMATIC TIRE ROLLER

The pneumatic tire roller shall weigh a minimum of five (5) tons.

4. Pre-Paving On-Site Meeting

A meeting between the Contractor and Designated Town Official will be held at the project site prior to beginning work. The agenda for this meeting will include:

- Review of Contractor's detailed work schedule
- Review of the traffic control plan
- Inspection of equipment
- Calibration and adjustment to equipment as needed

5. Weather Limitations

The stress absorbing membrane interlayer scrub seal shall be placed when the pavement and atmospheric temperature is 50°F and rising. Placement is not permitted if it is raining, when the pavement surface has standing water, or when temperatures are forecasted to be below 40°F within 24 hours of placement.

6. Qualifications

The Contractor shall: 1) Be DOT pre-qualified or b) Have had a minimum of five (5) years' experience in the application of the polymer modified asphaltic emulsion as applied to SAMI; and c) Have successfully completed at least three (3) SAMI projects utilizing the scrub-broom. References shall be supplied upon request.

7. Construction

The Contractor shall follow the construction methods as described:

- Give the Town of Rice Lake a minimum one week notice of start of work.
- Preparation of the surface shall include removal of all vegetation, dirt and debris from the roadway. The surface shall be cleaned by the Contractor and shall be reasonably dry when the bituminous binder is applied. Material cleaned from the surface shall be properly disposed of.
- The scrub seal shall be applied from edge of pavement to edge of pavement. The edges of the limits of the scrub seal application on both sides of the road shall be maintained in a neat and uniform line.
- Immediately following application of the polymer modified bituminous rejuvenating emulsion binder to the roadway surface, the material shall be scrubbed with the scrub broom for the purpose of forcing the emulsion into the existing surface voids and distributing the emulsion over variable roadway surface textures and conditions.
- The application of the polymer modified asphaltic rejuvenating emulsion and scrub broom operation shall cease +/- 40 feet prior to the end of the road section or intersection. The remaining polymer modified asphaltic rejuvenating emulsion shall be drug out by the scrub broom, and the remaining emulsified material required to complete the pass shall be applied only by the distributor at the specified rate.
- The specified aggregate shall be spread uniformly onto the bituminous binder prior to the emulsion breaking and as agreed to by designated Town official & contractor in field.
- Projects with segments greater than 20,000 square yards shall use a minimum of three (3) rollers. Rollers shall proceed at a maximum speed of 5 mph. The entire surface shall receive a minimum of two (2) roller passes. The first roller pass shall be performed within one minute of aggregate spreading.
- Sweeping of the completed surface shall be accomplished prior to unrestricted use by traffic. The entire surface shall be clean of all loose material within 24 hours and prior to placement of any surface course.
- The Contractor shall protect all utility castings using tarpaper, plastic, or other approved material. All covers shall be properly fitted to the casting and protective covering removed upon completion of sweeping.

8. Application of Bituminous Binder and Coarse Aggregate

The bituminous binder shall be heated to specified temperature and uniformly placed to prevent ridges or streaks in the surface.

BITUMINOUS BINDER

The bituminous binder shall be applied at a temperature of 110°F to 180°F, and at the rate specified.

COARSE AGGREGATE

- Stockpiling and loading methods shall permit ready identification of material and minimize segregation and contamination of the aggregate.
- The moisture content of the coarse aggregate shall be below 4% and maintained throughout the project.
- Coarse aggregate shall be spread uniformly without ridges or gaps at the specified rate.

- Spreading of the aggregate shall be adjusted to produce a minimum of excess loose particles, shall provide complete coverage, and there shall be no “excessive” bleed-through after rolling.
- The spreading operation shall be accomplished in such a manner that neither the tires of trucks nor the spreader come into contact with the newly applied bituminous material.

MATERIAL APPLICATION RATES

AGGREGATE APPLICATION RATE

Pounds per Square Yard

<u>APPLICATION TYPE</u>	<u>APPLICATION</u>	<u>TOLERANCE</u>
Scrub Seal	23	In Field Adjustments

BINDER APPLICATION RATE

Gallons per Square Yard

<u>APPLICATION TYPE</u>	<u>APPLICATION</u>	<u>TOLERANCE</u>
Scrub Seal	0.30 – 0.40	±0.05

The supplier of the scrub seal binder shall determine the application rate for emulsion and aggregate based on the existing pavement condition and aggregate size. This information shall be reported to the designated Town Official prior to beginning work and shall include an aggregate gradation on the job-specific materials.

9. QUALITY CONTROL

To measure compliance, the Contractor shall use the methods described in this section:

- Aggregate Gradation
- Aggregate Moisture Content
- Yield Check on Bituminous Binder
- Temperature Check on Bituminous Binder

If the Contractor’s test results exceed any of the identified quality control tolerances, the Designated Town Official shall be immediately notified. The Designated Town Official will review the explanation and corrective action taken by the Contractor. Another test will be taken and if the results still exceed the quality control tolerance, placement shall stop. The Contractor shall immediately notify the Designated Town Official, and identify the cause of the excessive deviation and detail corrective action necessary to bring the deficiency into compliance. The Designated Town Official will give approval prior to resuming work.

BITUMINOUS BINDER

The application rate shall not exceed a tolerance of +/- 0.05 gallons per square yard from the specified rate, and within the temperature range as specified.

COARSE AGGREGATE

The aggregate shall be clean and uniform, and shall be within the gradation range as specified. Moisture content shall not exceed the tolerance as specified. Apply the aggregates at a minimum rate of 23.0 pounds per square yard. Take all precautions to minimize contamination of the aggregate. All stockpiles will be in place a minimum of 10 calendar days prior to scrub seal operations to allow time to sample, test and accept the stockpile.

Broom all scrub seal operations both the same working day and the next working day, including private entrances and intersections.

10. Method of Measurement

The scrub seal will be measured by the square yard as provided for in the Contract Documents. The accepted quantities, measured as provided for above, will be paid for at the contract unit price for scrub seal.

11. Basis of Payment

Stress absorbing membrane interlayer scrub seal shall be paid for per square yard for furnishing all preparation, materials, equipment, labor, clean-up and incidentals necessary to complete the work as specified.

<u>Item</u>	<u>Description</u>	<u>Unit</u>
Special	Scrub Seal	Square Yard

12. General

- Contractor shall be responsible to furnish material in a work type manner as to provide for orderly and efficient installation to be done by the owner. Materials shall be delivered in such a manner as to provide continuing, uninterrupted, delivery of materials as specified. (example: trucks provided for delivery shall stay on the job till completion or other arrangements are made with supervisor in charge of each job.)
- Contractor shall conduct operations under this contract in compliance with all applicable laws.
- Town reserves the right to assign job site inspectors as deemed necessary by the Town's authorized person(s).
- Contractor shall give written notification to Police, Fire and Street Departments of the municipality at least twenty-four (24) hours before closing off or in any way effecting through vehicular traffic on any street.
- Contractor shall not litter premises in the process of completion of any part of this contract.
- Contractor shall provide duly authorized person(s) of the Town with current information regarding contract jobs as all requests.
- Contractor shall have a qualified person(s) in charge.
- This contract constitutes the entire job and understanding between the parties, and hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.
- 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 hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.
- No assignment of the contract or any right occurring under this contract shall be made in whole or part without the express written consent of the Town.
- Contractor shall list any special conditions with bid or Town shall expect Contractor to be in complete agreement with all parts of this contract.
- Contractor will defend, save harmless, and exempt Town, its officer, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees resulting from injury to person(s) or damage to property out of work done in the performance of this contract.
- This contract shall not be construed as to cover all projects new or projects funded through secondary sources, either full or partial, but not limited to such projects as Federal Highway Safety Projects, Federal Aids Urban Projects, State primary and secondary projects, Economic Development Projects or Recreational Projects.
- 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.
- Contractor shall not perform extra work without authorization of duly authorized person(s) of the Town.
- Contractor shall provide barricades, signs, lights or any necessary safety devices needed to alert and protect motorists prior to commencing the job and continuing through job completion.

13. 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 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.

14. Payment

Payment for materials and labor to sealcoat shall be made upon satisfactory delivery and performance, and approval of the duly authorized person(s) of the Town. Bills shall be processed within (30) days of receipt.

15. 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.

16. Certificates of Insurance Required

No contract shall be issued until Contractor has furnished satisfactory proof of worker's compensation coverage and a liability insurance policy in full force and effect in a company authorized to do business in the State of Wisconsin for his total operation in the amount of 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.

17. Contract Revocation or Suspension

The duly authorized person(s) of the Town 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 Board 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 7 - 9 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 from _____

(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 sealcoat in strict accordance with the Specifications, within the time set forth therein, and at the prices stated in the following 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 hereby agrees to commence work as specified under this contract.

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

PROPOSAL FORM

Bid #2	Polymer Scrub Seal								
ON ROUTE (AVE.ST NUMBER)	AT ROUTE (STARTING POINT)	OFFSET IN FEET	TOWARD ROUTE (ENDING POINT)	OFFSET IN FEET	DISTANCE IN FEET	PAVE- MENT WIDTH	APPROX SQ YDS OF MATERIALS	PRICE PER SQ YD	TOTAL PRICE PER ROAD
22 nd Ave.	23 rd St.		24 th St.		5,016	22	12,261		
TOTAL PRICE FOR POLYMER SCRUB SEAL					5,016	22	12,261		TOTAL BID PRICE

Time Schedule:

Bidder hereby agrees to complete the above job description by **September 15** 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.

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

Name _____

Title _____

Address _____

Phone Number _____

Email Address _____

Date _____



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 A. Borofka, Chairman
Town of Rice Lake

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