

2023  
CHIP SEALING  
PROJECT



## PAVEMENT CHIP SEALING SPECIFICATIONS

### TOWN OF NEENAH

#### **A. Competitive Sealed Bidding**

The Town of Neenah, Wisconsin (herein referred to as the “Town”) will receive sealed bids from Contractors for **Pavement Chip Sealing Services** that are identified in this document. Bids must be received by Tuesday January 3, 2023 at 10:00 a.m. at the Town of Neenah Office, 1600 Breezewood Lane, Neenah, WI 54956. Bids will be opened publicly in a virtual Zoom Room, link to the bid opening will be posted on Town of Neenah website, [www.townofneenah.com](http://www.townofneenah.com) on the Calendar.

#### **B. Objective**

This contract is for **2023 Pavement Chip Sealing Services** with the Town of Neenah. The specifications contained herein detail how the contractor shall maintain right-of-ways (roadways) and other properties in an appropriate, aesthetic and safe manner.

#### **C. Qualifications of Contractors**

The Contractor shall be required before the award of any contract 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. The Contractor shall be required to give a complete history and references in order to satisfy the investigations deemed necessary and proper to determine the ability of the Contractor to perform the work. The Town reserves the right to reject any bids if the evidence submitted by, or investigation of the Contractor fails to satisfy the Town that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work herein.

Evaluation of the Contractor’s qualifications shall include:

1. The ability, capacity, skill and resources to perform the work or provide the services required.
2. The ability of the Contractor to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgement, experience and efficiency of the Contractor.
4. The quality of performance of previous contracts or services.

#### **D. Insurance and Workers Compensation**

The Contractor shall furnish evidence of all listed Workers Compensation, General Liability, Auto and Umbrella insurance coverages. Certificates of insurance shall be filed with the submitted bid/contract forms with the Town of Neenah named as an “additional insured”.

Minimum limits of insurance shall be as follows:

<b>1. <u>Workers Compensation Insurance</u></b>	
Each Accident/Employee	State Statutory Limits
Policy Limit	State Statutory Limits
<b>2. <u>General Liability Insurance</u></b>	
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 and Property Damage)	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Medical Expense (Any One Person)	\$5,000
<b>3. <u>Auto Liability Insurance</u></b>	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
<b>4. <u>Umbrella Liability</u></b>	
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 or 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. The Contractor is encouraged to make recommendations include cost for additional work over and above the requested items below. 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 the 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**

Whenever a bid is sought seeking a request for services, the road mile quantities shall be construed as estimates for the purpose of obtaining unit prices unless otherwise stated. The Town reserves the right to increase or decrease the stated quantities.

**G. Award of Contract**

The Town reserves the right to reject any or all bids and award multiple contracts as deemed advantageous to the Town.

Contractors should bid using a unit price per foot for pavement chip sealing. All bids shall be accompanied by an estimate 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.

The Town reserves the right to reduce the number of feet in all or part by up to 30% in order to meet budgetary goals or add additional roadways as the Town deems necessary.

The Town shall provide the Contractor with a list of roads to be chip sealed accompanied by a map showing all locations.

**H. Pavement Crack Sealing**

The crack sealing process will consist of routing out new cracks to a  $\frac{3}{4}$  x  $\frac{3}{4}$  ratio width versus depth. Blow out and clean cracks with compressed air and heat lance, seal cracks with Poly Fiber hot rubber asphalt sealant and over-band using squeegee puck method.

Cupped cracks to be heat lanced prior to application of Poly Fiber hot rubber asphalt seal

**I. Pavement Chip Sealing**

The chip sealing process will consist of a **polymer emulsified asphalt blend, Class A  $\frac{1}{4}$  " Fractured Gray Granite**. Product will 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 170 degrees and be evenly distributed by a spray distributor. 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 will be rolled and set in place with a duo packer roller.

**J. Pavement Sweeping**

Contractor shall be responsible for sweeping and removing all loose granite aggregate material after the project is completed. Disposal of loose material shall be the responsibility of the Contractor. Pavement sweeping shall be completed no later than ten (10) business days after application of the chip seal surface.

**K. Fog Sealing Application**

Upon completion of the chip sealing process, the Town may choose to Fog Seal roadways using a single layer of emulsified asphalt. Contractor shall provide the optional cost for Fog Sealing Application per square yard. Concrete driveways shall be protected as not to overspray concrete in the fog sealing process.

**L. 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) days after the damage occurs unless a different period is agreed to in the discretion of the Director of Public Works. Should the damage not be rectified with the timeframe agreed upon or to the satisfaction of the Town, the Town reserves the right to repair and/or replace that which was 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.

**M. 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.

**N. 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 all directives issued by the Town.

**O. Contract Life**

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

**P. Working Hours**

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

**Q. Inspection of Work**

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

**R. 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 any part in the event the Contractor fails to perform any of the provisions of this contract.

**S. 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 involved in the respective items. The cost also 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 in accordance with the requirements of the contract documents considered separately and collectively.

**T. Liquidated Damages**

The Town and Contractor recognize that time and work quality is of the essence to this contract. They also recognize the delays, expense and difficulties involved in a legal proceeding. Should the Contractor fail to complete the work as specified in this contract, the Contractor shall be liable to the Town for liquidated damages in the following amounts:

1. \$100.00 per day for failure to complete the work in the time frames and specifications required by this contract.

**U. Questions During the Bid Process**

All questions should be directed to:

Town of Neenah  
Glenn Armstrong  
Roads Superintendent  
Phone: (920) 475-0531

**V. Failure to Enforce**

Failure by the Town at 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.

**W. Bid Form Submission**

Each bidder shall submit the original and a copy of the bid in a sealed envelope no later than the time and date specified in Section A. t. Bids received after the specified time shall be rejected. Each bid shall contain all the information requested on bid form below to include:

1. Prices for each road as listed
2. Two (2) references who can attest to the Contractor's ability to fulfill this contract. Include names, addresses, phone numbers and email addresses. At least one (1) reference that can attest to the Contractor's previous satisfactory performance of a municipal or other governmental contract is preferred.
3. Applicable insurance information supplied as required in Section D.

**References**

Company / Customer Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

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

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

Type and Date of Work: \_\_\_\_\_

Company / Customer Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

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

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

Type and Date of Work: \_\_\_\_\_

**Town of Neenah 2023 Crack Fill and Chip Seal work to be performed**

**UNIT “A” – 2023 ROAD PREPARTION and CRACK SELAING**

Road/Street Name	Road Preparation / Crack Sealing Cold Mix Wedging - DESCRIPTION	Town Cost
Limekiln Drive * (Bayview Road to Termini)		
Hunters Point Road / Sunrise Bay Road * (Maple lane to Yorkshire Road)		
Bayview Road * (City of Neenah limits to Maple Lane)		
Old Orchard Road * (S. Park Ave, to Bayview Rd. )		
Villa Drive * (S. Park Ave to Bayview Rd. )		
Hidden Acres Lane and Pintail Drive * (Maple Lane to Termini)		

**Unit “B” – 2023 PAVEMENT CHIP SEALING (CLASS A FRACTURED GRAY GRANITE CHIP)**

Road/Street Name	Length (Lineal Feet)	Width (Feet)	Price per Lineal Foot	Town Cost
Limekiln Drive * (Bayview Road to Termini)	2,640	22		
Hunters Point Road / Sunrise Bay Road * (Maple lane to Yorkshire Road)	2,692	22		
Bayview Road * (City of Neenah limits to Maple Lane)	158 1,056	18 24		
Old Orchard Road * (S. Park Ave, to Bayview Rd. )	4,170	22		
Villa Drive * (S. park Ave to Bayview Rd. )	1,954	20		
Hidden Acres Lane and Pintail Drive * (Maple Lane to Termini)	1,578 158	26 22		

**TOTAL BID PRICE (UNIT “A” & UNIT “B”) = \_\_\_\_\_**

**FOG SEALING PRICE PER SQUARE YARD = \_\_\_\_\_**

\*Price per foot shall also include sweeping and cleanup of all excess limestone and/or granite chips by Contractor after application.

**ALL STREETS LISTED IN THE PROJECT SHALL BE COMPLETED  
NO LATER THAN MONDAY, AUGUST 31, 2023**

\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE TOWN OF NEENAH



SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES\*\*\*

**Entire Block Must Be Completed When a Submitted Bid Is to Be Considered for Award**

<b>BIDDER:</b>	
_____	Date: _____
Company Name	
_____	_____
Street Address of Company	Email Address
_____	_____
City, State, Zip	Contact Name (Print)
_____	_____
Business Phone	24 Hour Telephone Number
_____	_____
Fax	Signature of Officer/Partner/Sole Proprietor
	_____
	Print Name & Title
	_____
<b>ATTEST: If a Corporation</b>	
_____	_____
Signature of Corporation Secretary	Federal Employer ID #

**TOWN OF NEENAH:**

_____	<b>ATTEST:</b>
Authorized Agent Signature	
_____	_____
Title	Signature of Town Administrator
_____	_____
Date	Date

In compliance with the specifications, the undersigned offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

(TOWN OF NEENAH COPY)

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE TOWN OF NEENAH SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES\*\*\***

**Entire Block Must Be Completed When a Submitted Bid Is to Be Considered for Award**

<b>BIDDER:</b>	
_____	Date: _____
<b>Company Name</b>	
_____	_____
<b>Street Address of Company</b>	<b>Email Address</b>
_____	_____
<b>City, State, Zip</b>	<b>Contact Name (Print)</b>
_____	_____
<b>Business Phone</b>	<b>24 Hour Telephone Number</b>
_____	_____
<b>Fax</b>	<b>Signature of Officer/Partner/Sole Proprietor</b>
	_____
	<b>Print Name &amp; Title</b>
<b>ATTEST: If a Corporation</b>	
_____	_____
<b>Signature of Corporation Secretary</b>	<b>Federal Employer ID #</b>

**TOWN OF NEENAH:**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Signature of Town Administrator**

\_\_\_\_\_  
**Date**

In compliance with the specifications, the undersigned offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

(CONTRACTOR COPY)