

# **Town of Elk Mound**

## **CHIP SEAL SPECIFICATIONS AND INFORMATION TO BIDDERS**

### **DIVISION 1000 – SPECIAL PROVISIONS**

#### **1000.1 – DESCRIPTION OF WORK**

Work under this contract will consist of applying asphaltic material, with an aggregate cover, on approximately 2.6 miles of township roads. All chip sealing on the listed roads will include intersection radius fillets, as marked by the township. Bid award will be provided to one Contractor for all roads listed on the bid form. All alternate bids will be rejected.

#### **1000.2 – STREET LOCATIONS**

The chip seal application is planned for the roads identified on Appendix “A”, which are subject to change as conditions may warrant. Prospective bidders are encouraged to view the roads to be sealed prior to bidding to verify lengths, widths, and conditions that will affect the costs of their work and to assure familiarity with the local conditions affecting the work specified herein.

It is the intent of the town to keep the estimated quantity of square yards of seal coating approximately the same; however, budget limitations may require a reduction. The town reserves the right to increase or decrease the quantity in any amount without a change in the unit price bid.

#### **1000.3 – PROJECT MANAGEMENT, INSPECTIONS AND TESTING.**

The town board will assign a project manager to administer inspections of work, material testing, schedule adherence and to record material quantities. The Contractor shall keep the project manager informed of future construction operations to facilitate scheduling of inspections, confirm and test application rates, and to verify final quantities. Failure of the Contractor to provide such notice shall relieve the town from any responsibility for extra costs or delays caused by such failure.

Inspection of the work and materials by the town shall not relieve the Contractor of the obligation to fulfill the requirements of the contract. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected,

notwithstanding that such work or materials have been previously inspected by the town.

#### **1000.4 – NOTICE TO PROCEED**

The Contractor will receive a notice to proceed from the Town of Elk Mound once the town has finalized acceptance of the Contractor's bid documents and proof of insurance has been provided by the Contractor to the town.

The Contractor shall coordinate with the town project manager, prior to moving onto the job site, to assure that all notices have been given and roads are ready to receive the seal coat application. The Contractor shall give 48 hours' notice prior to beginning operations.

#### **1000.5 – TIME OF COMPLETION**

All work shall be completed no later than September 30, 2026.. Extension of this date is only permitted after review by the town project manager based upon work schedule and weather conditions.

The Contractor shall submit a project schedule showing start date and final completion date. The schedule should also show what roads are going to be completed on which days. Weather delays will be considered when adjusting the project schedule

#### **1000.6 – LIMITATION OF OPERATIONS**

Working hours under this contract are permitted to be Monday through Friday between 6:00 am and 8:00 pm. As the summer work season progresses, the start and end time of the workday must be adjusted to accommodate that all work to be completed within the hours of the day that provide suitable daylight to promote the safety of construction crews and the users of the road. Saturday work will be permitted with 24-hour notice and the approval of the project manager.

#### **1000.7 – ROADWAY PREPARATION**

The Contractor shall be responsible for preparing the road surface to be sealed, which will include the removal of debris, including dirt, vegetation, and all required sweeping prior to the surface treatment.

#### **1000.8 – BITUMINOUS MATERIAL**

The bituminous material used for chip seal shall be "Hot Applied" MAC-5 oil. The contractor is responsible for providing application rates on each roadway section as outlined on the chip seal bid form.

Proposed alternate bituminous material is permitted to accompany Town of Elk Mound specifications as a separate line item. The town board reserves the authority to accept or reject any or all alternates at the final bid award.

### **1000.9 – AGGREGATE FOR SEAL COAT**

The aggregate used to cover the asphaltic material shall be 3/8" hard rock chip dark colored granite, 100% fractured meeting the following gradation of a modified FA3:

| <u>3/8" Hard Rock, Washed Chip</u> |                  |
|------------------------------------|------------------|
| <u>Sieve Size</u>                  | <u>% Passing</u> |
| 1/2"                               | 100              |
| 3/8"                               | 88-100           |
| 1/4"                               | 40-70            |
| #8                                 | 0-5              |
| #200                               | 0-5              |

Limestone or dolomite chips will not be considered acceptable for this project.

### **1000.10 – EQUIPMENT FOR SEALCOAT**

Rollers shall be self-propelled pneumatic-tire rollers. Complete the initial rolling within 2 minutes after applying the aggregate at a speed no greater than 5mph to prevent turning over aggregate. Make at least three complete passes over the aggregate. Roll the aggregate so the entire width of the treatment area is covered in one pass by all the rollers.

Chip Spreader shall be a self-propelled unit capable of spreading aggregate at varying widths.

### **1000.13 – FINAL SWEEPING**

The Contractor shall be responsible for any final sweeping and disposal of excess chips as requested by the Town of Elk Mound.

### **1000.14 – FIELD SUPERVISION**

The Contractor shall provide a knowledgeable Superintendent or Foreman on the job site at all times during the work.

### **1000.15 – TRAFFIC CONTROL**

The Contractor shall coordinate the work with the town project manager. The Contractor shall employ all safety measures, including flashers, barricades, etc., to maintain the work sites in a safe condition for motorists, pedestrians, and workers.

The Contractor shall provide flaggers, as needed for traffic control purposes in compliance with the requirements of the MUTCD – Part 6, Temporary Traffic Control. Any street closures or detours shall be coordinated with the town project manager.

The Contractor shall be responsible to post appropriate "No Parking" signs as required prior to the sealcoat application.

The Contractor shall be responsible for notifying affected property owners of any potential restriction of access to their property and must work with the property owner to make reasonable accommodations necessary for access restrictions lasting longer than 30-minutes.

### **1000.16 - GUARANTEE**

The Contractor, by executing the contract documents, warrants and guarantees the materials and workmanship for a period of one (1) year from the date of completion and acceptance by the township. The Contractor shall repair any cracking or flashing/bleeding of the seal coat application which may develop.

### **1000.17 – CONDUCT OF WORK**

Asphaltic material shall only be applied when the air temperature is 60 degrees F. or higher, the surface is dry, and in proper conditions to receive the seal. Materials shall not be applied when the weather or surface conditions are unfavorable or are expected to become unfavorable during the time when work would be in progress. Emulsions shall not be placed when rain is predicted or is apparent to occur within two (2) hours of the application. Under no circumstances shall the operations proceed in such a manner that the asphaltic material will remain uncovered for more than one (1) minute so as to set-up or dry-out to an extent that will impair retention of aggregate. All surfaces on each street, including radii fillets must be completed before moving to the next street on the list.

### **1000.18 – AUTHORITY TO SUSPEND WORK**

The town project manager shall have sole and final authority to suspend work operations and may grant extensions of the time required to complete the work.

## **1000.19 – METHOD OF MEASUREMENT AND PAYMENT**

The contract square yard unit price for bituminous chip seal includes the cost of providing and applying the material as required by the specifications. The project manager will measure the chip seal by area of pavement surfaced. The final payment for chip seal will be determined by multiplying the unit price by total square yards surfaced as measured by the town project manager or their designee.

## **1000.20 – Submittals**

Aggregate- A sample of the aggregate proposed for use shall be furnished to the town project manager for approval, prior to application. The proposal form shall state the source and description of the aggregate. Samples of the aggregate used may be taken by the inspector throughout the course of the project to be tested and measured.

## **DIVISION 2000 – INFORMATION TO BIDDERS**

### **2000.1 – PUBLIC OPENING OF BIDS**

Bids will be opened and made public at the location, date and time indicated in the Notice of Invitation for Bids. Bidders or their authorized agents are invited to be present.

### **2000.2 – CONSIDERATION OF BIDS**

After the bids are opened and made public, they will be audited for mathematical errors and the results will be made public. Until the award is made, however, the Town of Elk Mound reserves the right to reject any or all bids and waive irregularities and technical errors as may be deemed in the best interest of the town.

A bid may be considered non-responsive if a bidder fails to follow any of the instructions or the bid fails, in the town's opinion, to meet the intent or requirements of the Bid.

A bidder may be considered irresponsible if, in the opinion of the Town of Elk Mound, the bidder lacks sufficient experience with similar contracts, the bidder's record of dependability in completing other contracts is unsatisfactory, or if it appears the probability of the contract

being carried to successful completion within the time specified and by the methods and with the equipment the bidder proposes to use is in doubt. A bidder may also be considered irresponsible if he or she has been debarred or suspended for any reason by another government agency or jurisdiction.

A contract may not be awarded to any bidder whose proposed supplies, services or construction does not, in the opinion of the Town of Elk Mound, conform to the intent of the specifications.

### **2000.3 – SCHEDULE OF QUANTITIES & PRICES**

A schedule of quantities included in the Bid Form is stated with as much accuracy as is possible in advance, is approximate only and is used solely for the purpose of comparing the bids. The basis for payments to the contractor will be the quantities determined by measurement of work actually performed by the Contractor. Such measurements and counts are to be furnished by the Contractor and verified by the Town of Elk Mound. Payment will not be made for more than specified.

### **2000.4 – INDEMNITY AND HOLD HARMLESS – LIABILITY AND DAMAGE**

It is agreed that the Contractor shall indemnify and hold harmless the Town of Elk Mound, its employees, officers, officials, and agents from and against all claims, suits, liens, damages, losses, and expenses for injury, loss or damage without limitation, except in a situation of the town's sole negligence as provided below, arising out of or related to this agreement and from the performance of any and all work or services there under. Contractor shall so indemnify and hold harmless the town and indemnitees regardless of whether or not damages for injury to any property or any person are due to or claimed to be due to any active or passive negligence of the town or other indemnitee, except only such loss, claim or damage as shall have been proven, determined and found by a court of competent jurisdiction to have been proximately caused by the sole negligence of the town or other indemnitee.

It is further agreed that the Contractor shall have the duty to defend the Town of Elk Mound, its employees, officers, officials, and agents, from and against any and all claims, suits, and any other action covered by the Indemnity and Hold Harmless provision stated above. At the sole option of the town, Contractor shall either immediately upon written request defend the town or other indemnitee with appropriate legal counsel and shall bear all costs and expenses, including attorney fees, in the defense of any previously stated claim, suit, or action or shall reimburse the town for attorney fees and other expenses incurred by town in defending the same, said payment due within 30 days of written notice to Contractor accompanied by an accounting of the claimed fees and expenses. Payments past due are, in addition to all other remedies available in law or equity, subject to twelve percent (12%) annual interest applied pro rata from the date payment was due until the date it is received by the town.

The terms and conditions and obligations upon Contractor stated above shall survive delivery or completion by Contractor of any goods and supplies or services and construction required by the Agreement and shall further survive any acceptance of the same by the town.