The City of New Richmond is requesting sealed bids for the 2019 season for crack filling and crack sealing approximately 8 miles of streets. Material specified will be hot poured rubberized sealant, conforming to Federal Specification ASTM-D-6690. All cracks that have not been previously crack-sealed but are wider than 1/4” shall be routed. Cracks that have been previously sealed, and the seam between pavement and gutter shall not be routed, but shall be sealed. Routable cracks shall be routed ¾-inch wide and ¾-inch deep. Bid supplied shall be a lump sum for all work specified in the Contract Documents and shown on the maps therein.

Bids shall be submitted on the Contract Documents provided by the City of New Richmond. These documents can be obtained on the City’s website at www.newrichmondwi.gov or by contacting Jeremiah Wendt at 715.246.4268. Bids shall be directed to the Director of Public Works – City of New Richmond, securely sealed and endorsed upon the outside wrapper, “Bid for 2019 Crack Filling.”

Sealed bids will be accepted until 10:00 a.m. on Thursday, May 30, 2019 and opened at that time at the City of New Richmond, Civic Center, 156 East First Street, New Richmond, Wisconsin 54017.

The City of New Richmond reserves the right to reject any or all bids and waive any irregularities in the bids, and further reserves the right to award the contract in the best interest of the City.

Jeremiah J. Wendt, PE
Director of Public Works
ARTICLE 1 – PREPARATION OF BID
1.01 A copy of these Contract Documents shall be completely filled out by the Bidder for the purpose of submitting the Bid.

1.02 All blanks in the Contract Documents shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Contract Documents. A Bid price shall be indicated for each unit price item listed therein.

1.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

1.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

1.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

1.06 A Bid by an individual shall show the Bidder’s name and official address.

1.07 A Bid by a joint venture shall be executed by each joint venture. The official address of the joint venture shall be shown.

1.08 All names shall be typed or printed in ink below the signatures.

1.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

1.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in Wisconsin, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Contract Documents.

ARTICLE 2 – BASIS OF BID; EVALUATION OF BIDS
2.01 Lump Sum

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

ARTICLE 3 – SUBMITTAL OF BID
3.01 A Bid shall be submitted as detailed in the Advertisement for Bids above. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID FOR 2019 CRACK FILLING.”

3.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 4 – MODIFICATION AND WITHDRAWAL OF BID
4.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
4.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 4.01 and submit a new Bid prior to the date and time for the opening of Bids.

4.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 5 – OPENING OF BIDS

5.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base bids and major alternates, if any, will be made available to Bidders after the opening of bids.

ARTICLE 6 – AWARD OF CONTRACT

6.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. Owner will reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Contract Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

6.02 If Owner awards the Contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

6.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

6.04 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Contract Documents or prior to the Notice of Award.

6.05 The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 7 – SIGNING OF AGREEMENT

7.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the fully executed Contract Documents

ARTICLE 8 – INSURANCE

8.01 Upon return of the fully executed Contract Documents, Contractor shall submit proof of insurance for not less than the following amounts:

A. Worker’s Compensation and related coverages:

1. State: Statutory

2. Federal, if applicable (e.g., Longshoreman’s): Statutory

3. Employer’s Liability:
(a) Bodily injury, each accident $100,000
(b) Bodily injury by disease, each employee $100,000
(c) Bodily injury/disease, aggregate $500,000

4. Foreign voluntary worker compensation: Statutory

B. Contractor’s Commercial General Liability

1. General Aggregate $2,000,000
2. Products - Completed Operations Aggregate $2,000,000
3. Personal and Advertising Injury $1,000,000
4. Each Occurrence (Bodily Injury and Property Damage) $1,000,000
5. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

C. Automobile Liability

1. Bodily Injury:
   (a) Each person $500,000
   (b) Each Accident $500,000
2. Property Damage:
   (a) Each Accident $500,000
3. Combined Single Limit of $1,000,000

D. Excess or Umbrella Liability

1. General Aggregate $1,000,000
2. Each Occurrence $1,000,000

E. Contractor’s Pollution Liability:

1. Each Occurrence $1,000,000
2. General Aggregate $1,000,000

F. Additional Insureds:

1. City of New Richmond

ARTICLE 9 – SALES AND USE TAXES

9.01 Owner is exempt from Wisconsin state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. 41872). Said taxes shall not be included in the Bid.

ARTICLE 10 – BIDDER’S REPRESENTATIONS

10.01 In submitting this Bid, Bidder represents that:
A. Bidder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents, and hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
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<tbody>
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B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and any Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder’s safety precautions and programs.

E. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 11 – BIDDER’S CERTIFICATION

11.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 11.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 12 – CONTRACT TIMES

12.01 Contract Times: Dates
A. The Work will be completed and ready for final payment on or before October 31, 2019.

12.02 Liquidated Damages
A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 12.01 above, plus any extensions thereof allowed in writing by the Owner. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Contractor shall pay Owner $200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 12.01.A above for Substantial Completion until the Work is completed and ready for final payment.

ARTICLE 13 – MISCELLANEOUS

13.01 Assignment of Contract
A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.02 Successors and Assigns
A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.03 Severability
A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 14 – SPECIFICATIONS

14.03 PAVEMENT CRACK SEALING
A. Materials for Pavement Crack Sealing

1. Crack sealing materials shall be high performance specification petroleum based polymeric hot pour sealant. The sealant shall meet the requirements of ASTM D6690 or approved equal. Each batch of crack filling materials delivered to the job site shall be accompanied by the manufacturer's certification stating that the material meets the requirements of the specification.

2. In order to conserve material in large cracks, the Contractor may insert a closed cell backer rod material or other material approved by the Owner.

B. Preparation of the Crack Sealing Mixtures.

1. The Contractor shall deliver to the Owner the manufacturer’s literature and instructions dealing with the preparation and installation of the crack sealing material to be installed. The preparation, handling, and installation and clean-up of the crack sealing materials shall be in accordance with the manufacturer’s specifications. It shall be the Contractor’s responsibility to remove and dispose of all containers used to transport the crack sealing mixture.

C. Installation of Crack Sealing

1. All work to be done shall be coordinated with the City, giving at least one week notice prior to starting.

2. General: This work consists of routing working cracks, and cleaning, preparing and filling all pavement cracks in existing bituminous pavements. The Contractor shall provide a petroleum based crack sealant in accordance with the specifications for the work. Following these Special Provisions is a list of those streets proposed for crack sealing as a part of this contract.

3. Personnel: The Contractor’s personnel shall be experienced in crack sealing work and shall be knowledgeable regarding the material and equipment to be used for crack sealing.

4. Equipment
   a. High pressure air equipment capable of developing 100 lbs. per square inch air pressure and capable of blowing sand and other foreign material from the crack.
   b. Air chisel or hand tools, which can remove loose or spalled material adjacent to the cracks.
   c. A pressure distributor for applying the crack sealing material in accordance with the manufacturer’s instructions.
   d. Hot air lance to remove moisture.

5. Preparation of the Cracks.
   a. All Crack Sealing must be done when road temperatures are 40 degrees Fahrenheit and when weather does not promote moisture to enter the crack.
   b. All open cracks per road section shall be sealed, including previously sealed cracks that have opened up, and the joint between pavement and concrete gutter.
   c. Routing
1. Only working cracks (defined as cracks that have not been previously crack-sealed, and are wider than ¼-inch) shall be routed. All other cracks shall be cleaned and sealed.

2. Rout working cracks to a width of 3/4 inch and a depth of 3/4 inch.

3. Routing shall be accomplished with clean cutting edges to produce a uniform and consistent reservoir with vertical sides and flat bottom with minimal spalling.

4. Routing shall be centered in the crack space.

5. Areas where there is more than one crack in a 12 inch wide area shall not be routed.

6. When performing cutting or routing operations equipment must be fit with a dust suppression system capable of meeting the Occupational Safety and Health Administration (OSHA), Respirable Crystalline Silica construction standard, 29 CFR § 1926.1153. The dust suppression system must be attached to the routers/cutters directly to avoid any leakage of dust. The debris path created shall be confined to a windrow of approximately 8 inches (20.3 cm) for easy clean-up. Routed surfaces of cracks are subject to acceptance or rejection at the Engineer's discretion.

   a. Any contractor not following these guidelines will be stopped from doing any further work until the requirement is met. No compensation for lost time due to the enforcement of these guidelines will be granted.

   d. The City shall be responsible for all street sweeping and removal of debris.

   e. In wide cracks, the Contractor may insert a closed cell backer rod material, or other material approved by the Owner in the bottom of the crack in order to reduce the amount of seal material required. However, the Owner may require depth of sealant equal to 1.5 times the width of the crack.

6. Installation of Sealant.

   a. Crack sealant shall be prepared and applied per the manufacturer's recommendation.

   b. Immediately prior to filling, the crack shall be cleared of all loose material, dirt and vegetation with compressed air at a minimum pressure of 100 lbs. per square inch (psi).

      1. Compressors used for cleaning cracks shall be equipped with necessary filtering to prevent moisture and oil from entering the crack.

   c. The cracks shall be dry prior to filling.

   d. All cracks shall be Heat Lanced at temperatures of 2500 – 3000 degrees Fahrenheit and at a velocity of 2000 – 3000 feet per second.

   e. A sealant overband of 1.5 inches is required on each side of the routed crack with a maximum of 1/8-inch thickness. At locations where the overband exceeds these limits the Contractor will be required to remove the sealant and replace it at their own expense.
f. At locations where the crack sealant settles in the crack opening more than 1/4" below the pavement surface, the Contractor will remove the sealant and replace it at their own expense.

g. The Contractor shall not allow traffic on the road until the sealant has properly set up and no danger of damage to sealant exists.

   1. The Contractor shall use traffic barriers or flagmen to prevent the tracking of uncured material.

   2. All signing and flagmen shall be provided by the Contractor per Wisconsin MUTCD standards

h. All crack seal material shall be blotted with single-ply tissue paper.

ARTICLE 15 – BASIS OF BID

15.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

   A. LUMP SUM BID PRICE $______________________________
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ____________________________, _________ (which is the Effective Date of the Contract).

OWNER:

By: ____________________________
Title: ____________________________

CONTRACTOR:

By: ____________________________
Title: ____________________________

[CORPORATE SEAL]  [CORPORATE SEAL]

Attest: ____________________________
Title: ____________________________

Address for Giving Notices:
156 E 1st St
New Richmond, WI 54017

License No. ____________________________ (Where Applicable)

Agent for service of process: ____________________________

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:
Name: Jeremiah J. Wendt, PE
Title: Director of Public Works
Address: 156 E 1st St
New Richmond, WI 54017
Phone: 715-243-0439
Facsimile: 715-246-7129

Designated Representative:
Name: ____________________________
Title: ____________________________
Address: ____________________________
Phone: ____________________________
Facsimile: ____________________________