

2024  
PAVEMENT  
CRACK SEALING  
PROJECT



**NOTICE ADVERTISEMENT FOR BIDS FOR**  
**Town of Ledgeview, Brown County, WI – Department of Public Works**

**Pavement Crack Sealing Services**

**NOTICE** is hereby given that the Public Works Department of the Town of Ledgeview, Brown County, Wisconsin will accept sealed bids for **Pavement Crack Sealing Services** on selected streets within the Town of Ledgeview for 2024. Bids will be received by the Town of Ledgeview Public Works Department located at 3700 Dickinson Road, De Pere, WI 54115, until **1:00 p.m. on March 7, 2024**, at which time they will be opened.

The proposed amount of crack filling being sought for 2024 is not to exceed sixty-three thousand (\$63,000) dollars.

All bids shall be submitted on Town bid forms and be sealed in an envelope which will be plainly marked:

**“Bid for Town of Ledgeview Pavement Crack Sealing Services – 2024”**

along with the bidder’s name.

Bid forms and specifications may be obtained at the Town of Ledgeview’s website at [www.ledgeview.wi.gov](http://www.ledgeview.wi.gov), at the Ledgeview Community Center located at 3700 Dickinson Road, De Pere, WI 54115, or requested pickup by phone at 920-336-3360.

The Town of Ledgeview reserves the right to waive any formality in any bid and to reject any or all bids.

Dated this, 25<sup>th</sup> day of January 2024

Greg Potts  
Director of Public Works

Posted:	January 25, 2024
Published:	February 09, 2024
	February 23, 2024

## **PAVEMENT CRACK SEALING SPECIFICATIONS**

### **Town of Ledgeview – Department of Public Works**

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

The Town of Ledgeview, Wisconsin (herein referred to as the “Town”) will receive sealed proposals from Contractors for Pavement Crack Sealing Services that are identified in this document. Proposals must be received by the date and time listed in the advertisement.

#### **B. Objective**

This contract is for Pavement Crack Sealing Services with the Town of Ledgeview. 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 to 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 proposals 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 Ledgeview 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. 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 pound of crack sealant applied for pavement crack sealing.

The award shall be made to the responsible bidder or Contractor with the ability to fulfill the Town's contractual needs.

If funds to complete the entire project are unavailable, the Town may reduce the number of feet in all or part in order to meet budgetary goals.

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

## **H. Pavement Crack Sealing**

The proposed work consists of routing, cleaning, and sealing curb line joints between the concrete curb and the asphalt pavement and also includes any random cracks in the asphalt pavement.

### **1. Clean and Seal and Re-Seal at Transverse, Centerline and Longitudinal Joints**

- Contractor shall furnish material that conforms to the requirements of the standard specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements, ASTM Designation: D 6690, Type I, run at -20°F.

### **2. Sealant Requirements**

Contractor shall deliver the sealant in the manufacturer's original sealed container legibly marked with the following information:

- Manufacturer's name
- Trade name of sealant
- Manufacturer's batch or lot number
- ASTM Designation
- Minimum application temperature
- Maximum (or safe) heating temperature

Before applying the sealant, submit a manufacturer's certificate of compliance certifying that the compound meets the requirements of this specification and a copy of the manufacturer's recommendations on heating, re-heating, and applying the sealant.

The temperature of the sealant in the field application equipment shall not exceed the safe heating temperature recommended by the manufacturer. Temperatures

above the safe heating temperature will result in rejection of the sealant material and will require disposal of the sealant material.

Do not place sealant if the temperature of the material is below the manufacturer's recommended minimum application/pouring temperature.

Mixing of different manufacturer's brands or different types of sealants is prohibited.

Contractor shall document the locations where the material from each lot number of sealant is placed and submit it to the Owner.

### **3. Construction**

#### **A. Weather Limitations**

- Place sealant materials during a period of rising temperature after the air and surface temperature in the shade and artificial heat sources has reached 40° F and indications are for a continued rise in temperature only. During a period of falling temperatures which may fall below 40° F, do not place sealant material until the above conditions are met.
- Do not place sealant material if weather conditions are raining or wet. Should the sealant be placed, and rain fall before the sealant has properly cured, the Contractor shall remove and replace the wet and/or contaminated sealant.

### **4. Equipment Requirements**

#### **A. Melting Kettle**

- Melting kettles shall be an oil jacketed double boiler type, equipped with both agitation and recirculation systems capable of starting at ambient temperature and bringing the sealant material to application temperature within one hour, while continuously agitating and recirculating the sealant. The melting kettle shall be equipped with automatic thermostatic controls and temperature gauges to monitor the temperature in the applicator lines and temperature of heat transfer oil in the kettle jacket. It shall be equipped with a pump to pressure fill cracks with a wand applicator. The melting kettle shall be properly insulated to ensure that heat is not radiated to the pavement surface.

#### **B. Router**

- Routers shall be capable of providing a cut of uniform depth and width. The router blades shall be of such size and configuration to cut the desired reservoir in one pass of the router. The sealant reservoir that is created shall have vertical sides and a flat bottom. The router must be capable of following both straight and meandering cracks. It must have automatic depth control to ensure consistent and accurate routing depths.

#### **C. Air Compressor**

- Air compressors shall be capable of producing a continuous stream of clean, dry air through the nozzle at 75-100 PSI and 225 CFM minimum. The compressed air unit shall be equipped with water and oil traps and must produce sufficient air volume and pressure to remove all debris from the crack, whether routed or not, and all adjacent road surfaces in a safe manner such that the debris will not re-enter the crack before the sealant application. The traps used to remove moisture and oil shall be checked by the Contractor at least once per day of production and replaced when necessary.
- The use of backpack blowers is not permitted.

D. Heat Lance

- Heat lances shall operate with propane and compressed air in combination and be capable of achieving a temperature of heated air at the exit orifice of 1,800° F and a discharge velocity of 3,000 feet per second.

5. **Preparation, Cleaning and Conditioning**

A. Preparation

- Transverse and centerline cracks measuring less than or equal to 3/8-inch-wide shall be routed to a width of 1/2". Routed depth shall be a minimum of 3/4" and shall not exceed a depth of 1". The router at all times shall exhibit the capability of cutting the desired reservoir in one easy pass. Contractor shall change cutters when it is evident that the reservoir configuration specified is not being achieved. Demonstrate the cutters capability of following meandering cracks and maintaining centering of the reservoir over the crack with +/- 1/4." Anytime that the Contractor cannot meet these requirements, the production of cutter shall stop until the requirements can be met.

B. Cleaning

- For all cracks to be sealed, immediately before conditioning, the cracks shall be thoroughly cleaned with a minimum of one pass of the air wand not more than 2 inches from each face of the reservoir/crack. Cleaning shall continue until the reservoir/crack is dry and all dirt, dust or deleterious material is removed. If the air compressor produces dirt or other residue, the Contractor will be required to re-clean the reservoir/crack. Routing may be required on "Re-Seal" cracks to remove old sealant material.

C. Conditioning

- For all cracks to be sealed, immediately before placement of the crack sealant, the surfaces of the routed reservoir, as well as the adjacent pavement on either side of the reservoir or crack shall be conditioned with hot compressed air from a heat lance. The heat lance shall be placed within 3 inches of each sidewall of the reservoir or crack. The treatment shall continue until the affected areas are conditioned. The heat lance shall not scorch the

routed reservoir or crack or adjacent pavement surface. The Owner reserves the right to randomly spot check the reservoir/cracks to verify that they are clean and dry.

- Provide protective screening if preparation, cleaning, and conditioning operations should cause damage to or interfere with traffic in adjacent lanes.

**D. Crack Sealing Operations**

- The crack sealant shall be placed immediately after the completion of the preparation, cleaning, and conditioning with the heat lance. Cracks shall be sealed when the sealant material is at the application/pouring temperature recommended by the manufacturer.
- Completely fill the reservoir/crack using multiply passes if necessary. The width of the overband, including the routed reservoir shall be between 3 inches to 4 inches in width. The Contractor may be required to use a squeegee to force the sealant material into narrow cracks if the sealant material is not flowing into the cracks properly.
- Sealants shall not be removed from their packaging until immediately before it is placed in the melting kettle. Feed additional sealant into the melting kettle at a rate equal to or less than the rate of placement of the sealant in the reservoirs/cracks.
- After the sealant has been placed and cured and before opening the road to traffic, any additional debris left on the road surface shall be removed. Any method used to complete this work shall not damage the newly placed sealant. The contractor may apply paper or a light coating of sand, dust, or an approved de-tacking agent for use with the specified sealant to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. Repair any damage by traffic to treated pavement areas.

**6. Workmanship**

- During crack sealing operations, the Owner may review the sealant temperatures at the melting kettle intermittently. If the temperatures are above the manufacturer's specified safe heating temperature, the sealant will be rejected. The Contractor shall empty the melting kettle of all over-heated material and legally dispose of it in an environmentally safe method.
- Asphalt cracks will be observed on a crack-by-crack basis for acceptable workmanship. Unsealed cracks will be brought to the attention of the Contractor. Fill all unsealed cracks prior to re-opening the roadway to traffic.
- Sealed cracks shall be rejected if there is evidence of poor workmanship or obvious defects, including but not limited to the following:
  - a. Routed reservoir not filled completely and over-banded.
  - b. Lack of bond to the sidewalls of the joint reservoir, crack, or asphalt pavement.
  - c. Excessive debris or moisture in the joint reservoir or crack.
  - d. Contamination of the sealant.



- e. Excessive pools of sealant on the pavement or shoulder surface.
- f. Excessively wide, thick sealant over-band.
- Rejected sealant cracks shall be repaired, the sealant removed and disposed of in a legal and appropriate manner and the cracks re-sealed, as necessary.

**7. Payment**

- Payment shall be made by the pounds of joint sealant applied and include all necessary labor, materials, and equipment.

**I. 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.

**J. 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.

**K. 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.

**L. 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.

**M. 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.

**N. Inspection of Work**

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

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

**P. 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.

**Q. 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.

**R. Questions During the Bid Process**

All questions should be directed to:

Town of Ledgeview  
Public Works Department  
Greg Potts, Director of Public Works  
Phone: (920) 336-3360 x 102

**S. 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.

**T. 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 on the cover sheet. Bids received after the specified time shall be rejected. Each bid shall contain all the information requested in Section II to include:

1. Price per pound for rubber asphalt joint sealant provided and installed per specifications.
2. A statement of the approximate number of personnel to be working in Town.
3. Four (4) 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.
4. Applicable insurance information supplied as required in Section D.
5. Signature blocks completed on pages 16 and 17.

## Personnel and Equipment

The approximate number of personnel who will be at the work site daily is: \_\_\_\_\_

List of specific equipment to be used on the project:

[illegible]

## 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: \_\_\_\_\_

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 LEDGEVIEW – 2024 PAVEMENT CRACK SEALING

Road/Street Name	Length (Lineal Feet)
Scray Hill Road – Hawthorne to Dickinson	4560
Bower Creek Road – Urbanized Section	3550
Storage Ct – Swan to Termini	640
Gemstone Trail (All)	2534
Garnet Circle (All)	370
Amethyst Ct (All)	370
N & S Three Penny Ct (All)	2800
Kendlewood Ct.	317
Amberwood Ct.	317
Swan Road (Heritage to Town Limits)*	1200
Windy Acres Way- Dickinson to Stone Silo*	739
Winding Waters Way-Broken Covey East*	1436
Stone Silo Circle – All*	1902
Ledge Haven Ct -All*	475
Swanstone Circle – All*	4595
Swan Ridge Trail – All*	1426
Whistling Swan Circle – All*	1109
Glenmore Road – MM north to Big Creek*	7189
Oak Ridge Circle – Dickinson to Grande Ridge*	4382
Oak Ridge Ct. – All*	2165
Scenic Way – All*	1420
Swan Road – Heritage Road to Viking Ln.*	4224
<b>TOTALS</b>	47720

\*Streets / Roads are scheduled for chip seal or microsurface installation in 2024. Crack sealing shall be completed prior to projects and shall only seal cracks ¼” and wider. Contractor shall coordinate with contractors.

**2024 PAVEMENT CRACK SEALING PROJECT**

**BID PRICE SCHEDULE**

ITEM DESCRIPTION	UNIT	UNIT PRICE
Rubber Asphalt Sealant Provided and Installed per Specifications	LB	

**THE PROJECT SHALL BE COMPLETED NO LATER THAN FRIDAY, JULY 5<sup>th</sup>, 2024**

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

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

**BIDDER:**

_____ Company Name	Date: _____
_____ 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
ATTEST: If a Corporation	
_____ Signature of Corporation Secretary	_____ Federal Employer ID #

**TOWN OF LEDGEVIEW:**

_____ Authorized Agent Signature	ATTEST:
_____ 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 LEDGEVIEW COPY)



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

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

**BIDDER:**

_____ Company Name	Date: _____
_____ 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
ATTEST: If a Corporation	
_____ Signature of Corporation Secretary	_____ Federal Employer ID #

**TOWN OF LEDGEVIEW:**

_____ Authorized Agent Signature	ATTEST:
_____ 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.

(CONTRACTOR COPY)