City of Powell

270 North Clark Street – Powell, Wyoming 82435
(307) 754-5106 – FAX (307) 754-5385

April 6, 2017

XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

SUBJECT: Type III Slurry Seal

Dear Mr.XXXXX:

This letter is your notification of the City of Powell's intent to request bids for the purpose of purchasing the supply and application of approximately seventy five thousand five hundred (75,500) square yards of 2% Polymer Modified Type III slurry seal during the 2017 summer season.

Enclosed please find the following documents:

Invitation to Bid
Instructions to Bidders
Material Specifications
Bid Proposal
Bid Sheet
Contract
Checklist

These forms will enable you to submit a bid for the above-mentioned bid. Should you require any additional information, please do not hesitate to contact me at the address and phone number listed below.

I thank you in advance for your interest in the City of Powell.

Sincerely,

Gary Butts, DPW / Streets Superintendent
City of Powell
270 N Clark St
Powell, WY 82435
(307) 754-6951

City of Powell

270 North Clark Street – Powell, Wyoming 82435
(307) 754-5106 – FAX (307) 754-5385

# INVITATION TO BID

Sealed bids for the supply and application of approximately 75,500 square yards of 2% Polymer Modified type III slurry seal, for the City of Powell's 2017 summer season, will be received by the City of Powell, 270 North Clark Street, Powell, Wyoming, 82435 until **10:30 AM, Tuesday, May 23, 2017.**

Mailed and hand delivered bids shall have "**SLURRY**" written on the outside of the envelope. The bids will be publicly opened, read and acknowledged at the above time and date and award will be made as soon thereafter as practicable.

***Bids received after the time and date above will be rejected and returned unopened.***

Copies of the details, requirements and specifications may be obtained from the City of Powell website at www.cityofpowell.com or at City Hall, 270 North Clark Street, Powell, Wyoming, free of charge.

The City of Powell reserves the right to reject any or all bids and to waive informality in any bid received.

BY ORDER OF THE CITY OF POWELL

John F. Wetzel
Mayor, City of Powell

| | | | |
|---|---|---|---|
| Publish: | **FIRST** | Tuesday | April 11, 2017 |
| | **FINAL** | Tuesday | April 18, 2017 |

# CITY OF POWELL, WYOMING

## 1.0 INSTRUCTIONS TO BIDDERS

1.1 Purpose

The attached Bid Specifications are submitted to solicit bids from qualified vendors for the supply and application of approximately 75,500 square yards of 2% Polymer Modified type III emulsified asphalt slurry seal for the City of Powell Street Department.

1.2 Bid Submittal

Sealed bids (using the City of Powell Bid Forms) will be accepted at City Hall, City of Powell, 270 N. Clark Street, Powell, Wyoming, 82435, until 10:30 AM, Tuesday, May 23, 2017. The bids will be publicly opened, read and canvassed on the above time and date and award made as soon thereafter as practicable. It is the bidder's responsibility alone to ensure delivery of the sealed bids to the hands of the City of Powell prior to the bid opening time stipulated in the Invitation to Bid.

1.3 Preparation of Bid

All bids must be submitted on the required bid form. All blank spaces must be filled in, in ink or typewritten and the bid must be fully completed and executed when submitted. No alterations in the bid or in the printed forms will be acceptable.

## 2.0 GENERAL CONDITIONS

2.1 Bid Security

***All bids must be accompanied by bid security in the form of a certified check, cashier's check or bid bond, payable without conditions to the City of Powell, in the amount of five hundred ($500.00) dollars.*** The bid security will be retained by the City of Powell as liquidated damages should the successful bidder refuse or fail to enter into contract agreement within ten (10) days from the date of "Notice of Award".

2.2 Right to Reject Bids

The City of Powell reserves the right to reject any or all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City.

2.3 Wyoming State Preference

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state (16-6-106). It will be up to the successful bidder to comply with W.S. 16-6-201 through 16-6-206 Wyoming Preference Act of 1971.

2.4 Price Protection

Prices quoted in the bid shall be firm prices and not subject to increase during the term of any contractual agreement between the City and Vendor. All prices are to be F.O.B. point of delivery, less any federal excise and state sales taxes. Vendors must stipulate the expiration date of quoted prices.

## 2.0 GENERAL CONDITIONS - continued

2.5 Variations to the Bid Specifications

Any variations to the bid specifications must be submitted at the time of the bid opening in writing so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the vendor as being equal or superior to specifications. Vendor will be responsible for satisfying the City regarding substitutions.

## 3.0 SELECTION PROCESS

3.1 Evaluation

Appropriate city staff will review and evaluate all bids.

3.2 Selection

Following the evaluation process described above, the evaluation staff will present their recommendation to the City Administrator. The City will make all decisions regarding selection and awarding of contract. The decisions of the Mayor and Council will be considered final.

# CITY OF POWELL

## Performance Specifications for Emulsified Asphalt Slurry Seal

1. DESCRIPTION

The Type III slurry seal shall consist of a mixture of an approved 2% Polymer Modified emulsified asphalt, mineral aggregate, water and specified additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Owner. The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a friction resistant surface texture throughout its service life.

2.a. ASPHALT EMULSION

The asphalt emulsion shall be **CQS-1H**. Each shipment of emulsified asphalt shall be accompanied by a certificate of analysis / compliance from the manufacturer. The asphalt emulsion shall meet all applicable requirements of Section 10. "Slurry Seal Specifications".

2.b. POLYMER MODIFIED EMULSION

The emulsified asphalt shall be **CQS-1HL, CQS-1HP, QS-1HL, or QS-1HP**. The polymer modifier shall be either a solid synthetic rubber or latex material. The polymer modifier shall be combined with the base asphalt or asphalt emulsion at a minimum rate of 2% solids by weight of asphalt prior to loading at the manufacturing plant. The polymer modified emulsion shall be compatible with the mix design developed for the conventional slurry seal. Each shipment of emulsified asphalt shall be accompanied by a certificate of analysis / compliance from the manufacturer. The asphalt emulsion shall meet all applicable requirements of Section 10. "Slurry Seal Specifications".

3. MINERAL AGGREGATE

The mineral aggregate shall be manufactured crushed stone that is free from dirt, organic matter, clay balls, adherent films of clay, dust, or other objectionable matter. The mineral aggregate shall meet all applicable requirements of Section 11. "Mineral Aggregate Specifications".

4. MINERAL FILLER

The mineral filler shall be hydrated lime or Portland cement (Type I/II). The mineral filler shall be considered as part of the mineral aggregate. The quantity and type of filler, if required, shall be determined by the job mix design. It shall be used for one or more of the following reasons only: to improve the gradation of the aggregate to provide improved stability and workability of the slurry, or the increase the durability of the cured slurry.

## 5. SET CONTROL ADDITIVE

Set control additive may be used to accelerate or retard the break and set of the slurry mixture. The quantity and type of set control additive, if required, shall be determined by the job mix design and conform to the applicable sections of ASTM D3910 and ISSA T102. Quantity of set control additive may be adjusted as required to maintain consistent stability and workability of the slurry mixture.

## 6. WATER

Water for the slurry mixture shall be clear, potable, free from harmful soluble salts, and compatible with the slurry mixture. If the water is obtained from a source other than sanitary systems, such as a river, stream, or pond, a sample of the water must be tested and approved by the laboratory performing the mix design.

## 7. WEATHER LIMITATIONS

The slurry seal shall not be applied if either the pavement or air temperature is below 50F (10C) and falling, but may be applied when both pavement and air temperature are above 45F (7C) and rising. No slurry seal shall be applied when there is danger that the finished product will freeze within 24 hours. The mixture shall be applied when weather conditions prolong opening to traffic beyond a reasonable time.

## 8. TRAFFIC CONTROL

The seal coat shall be applied to alternating streets to allow sufficient time for the bituminous material to set and bond to the existing street. Traffic will not be allowed on the newly placed bituminous material until, in the opinion of the Project Manager, the bituminous material has sufficiently set and bonded or the material has been allowed to set and bond for four (4) hours to prevent damage by such traffic. Areas subject to an increased rate of sharp-turning vehicles may require additional time to allow for a more complete cure of the slurry seal mat to prevent damage.

## 9. SLURRY SEAL MIXTURE

The slurry seal shall consist of a mixture of emulsified asphalt, mineral aggregate, mineral filler (if required), set control additive (if required), and water conforming to Sections 10 & 11, “Slurry Seal Specifications” and “Mineral Aggregate Specifications”. The mixture shall be proportioned, mixed and spread evenly on a prepared surface in accordance with these specifications or as directed by the Project Manager. The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a friction resistant surface texture throughout its service life.

The equipment, tools, and machines needed in the performance of the work shall be provided by the Contractor and shall be maintained in a satisfactory working condition at all times.

(a) Job Mix Design. Sources of all materials shall be selected prior to the time when the mix design is prepared and the materials are required to be used in the work. Slurry seal mixture shall not be placed until the Project Manager has approved a mix design, submitted by the Contractor. The exact proportions of asphalt emulsion, aggregate, mineral filler, additives, and water to be used in the preparation of the slurry seal shall be determined by an approved testing laboratory experienced in slurry seal mix design procedures. Mix design preparation and certification shall conform to Sections 10 & 11, "Slurry Seal Specifications" and "Mineral Aggregate Specifications". The mix design shall be at the expense of the Contractor.

The approved slurry mix shall be a homogeneous mixture, sufficiently stable during the entire mixing / spreading period so that the emulsion does not break, there are no segregation of the fines from the coarse aggregate, and the liquid portion of the mix does not float to the surface. The amount and type of asphalt emulsion to be blended with aggregate shall be determined by the laboratory mix design. The set control additive shall be introduced into the slurry seal mixture by an approved method that will assure uniform distribution and proper control. The exact amount shall be determined by conditions in the field and indicated in the mix design. A minimum amount of water shall be used as necessary to obtain a workable and homogeneous mixture. The slurry seal mixture shall show no signs of uncoated aggregate or premature breaking of emulsion when applied to the pavement surface.

(b) Sampling and Testing. Suitable sized samples of aggregate, asphalt emulsion, and mineral filler (if required) shall be submitted, when requested by the Project Manager, for approval not less than ten (10) days before the work starts. The Contractor at his expense shall supply all samples of materials, and all tests necessary to determine conformance with requirements specified shall be performed without cost to the Contractor. Additional samples of materials shall be furnished as directed by the Project Manager during progress of the work. The owner will notify the Contractor immediately if any test fails to meet the specifications.

If it is established that a satisfactory slurry seal mixture meeting the requirements specified herein cannot be produced from the materials furnished, the materials shall be rejected and the Contractor shall submit new samples.

(c) Preparation of Surface. Prior to application of the slurry seal, the existing pavement surface shall be cleaned of all silt deposits, oil spots, vegetation, and all loose or objectionable material. Traffic paint on the surface to be treated, which is not tightly bonded to the surface, shall be removed. Loose material in cracks and on the pavement surface shall be removed by sweeping and vacuuming operations. Water flushing may be required, but shall not be permitted in areas where considerable cracks are present in the pavement surface. The surface shall be cleaned using a self-propelled pick-up sweeper.

The Project Manager shall give final approval that the surface has been properly prepared prior to the application of the slurry seal; this approval shall not relieve the Contractor from responsibility as outlined above.

An asphalt emulsion tack coat is required when slurry seal is to be applied on concrete or brick surface. Tack coat may be required on highly oxidized, dry, or raveled asphalt pavement. The tack emulsion shall be a diluted **CSS-1H**, meeting the requirements of ASTM D2397/AASHTO M208. The Owner will specify the dilution ratio and application rate. Typical dilution ratio is three parts water and one part emulsion. Typical application rate is 0.05 to 0.15 gallons per square yard (0.15 to 0.45 liters per square meter). The tack coat will be allowed to cure before application of slurry seal.

Manholes, valve boxes, drop inlets, and other service entrances shall be protected from the slurry seal by placing Fibreen Grade 208-SD-10 reinforced, waterproof, all-purpose paper as manufactured by the Fortifiber Corporation or other suitable material approved by the Project Manager. The paper shall be held in place with spray glue and removed within 24 hours after the slurry seal has cured.

(d) Mixing Unit. The slurry seal shall be mixed and applied with a machine designed and manufactured to lay slurry seal with a minimum aggregate capacity of eight (8) cubic yards to reduce the number of transverse joints. The slurry seal mixing machine shall be a continuous flow mixing unit, capable of delivering accurately predetermined proportions of aggregate, asphalt emulsion, and mineral filler (if required) to a revolving spiraled multi-blade mixer and of discharging the thoroughly mixed product on a continuous basis. The mixing unit shall be capable of thoroughly blending all ingredients together without violent action. The mixing machine shall be equipped with an approved fines feeder that provides an accurate metering device or method of introducing a predetermined proportion of mineral filler to the aggregate. The fines feeder shall be used only when mineral filler is part of the mix design. The mixing machine shall be equipped with a water pressure system and fog type spray bar. The machine shall be capable of mixing materials at preset proportions regardless of the speed of the machine and without changing machine settings.

Each mixing unit to be used in performance of the work shall be calibrated prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted, provided it was made during the current calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering device(s).

Attached to the mixing machine shall be a mechanical squeegee distributor (spreader box) having a rubber-like material in contact with the surface to prevent unwanted egress of slurry. It shall prevent loss of slurry on varying grades and crown by adjustments to assure uniform spread. An appropriate mechanical device for lateral distribution of the slurry shall be operated within the spreader box. There shall be a steering device, a flexible strike-off, and burlap or other approved drag. The spreader box shall be adjustable to widths from eight (8) to fifteen (15) feet to minimize the number of longitudinal joints. Broken slurry seal mixture shall not be allowed to collect in the spreader box or on the flexible strike-off.

(e) Mix Preparation. The Contractor shall insure that all oversize aggregate and other objectionable matter are removed from the mineral aggregate utilized in the slurry seal mixture. Screening shall be required at the stockpile if there are problems created by oversize materials in the mixture.

(f) Application. Sufficient quantities of the slurry seal mixture shall be fed into the spreader box so that uniform and complete coverage of the pavement is obtained. The slurry seal machine shall be operated at such a speed that the slurry in the spreader box shall not exceed a total mixing time of four (4) minutes and the volume shall remain essentially constant. The slurry seal shall be placed at a rate of 8 – 12 pounds per square yard using Type I gradation; 12 – 18 pounds per square yard using Type II gradation; 18 – 22 pounds per square yard using Type III gradation; 22 - 30 pounds per square yard using Type IV gradation. The unit weight of the aggregate, the gradation of the aggregate, and the condition of the surface to which the slurry seal is applied may affect application rates.

No streaks shall be caused by oversized aggregate particles or buildup of slurry on hand squeegees or spreader box.

The Contractor shall have a foreman / supervisor on site during spreading of the slurry seal. The foreman / supervisor will have experience with slurry seal and a working knowledge of the equipment, materials, and application procedures.

(g) Joints. The longitudinal joint between adjacent lanes shall have no visible lap, pinholes, or uncovered areas. Thick application caused by overlapping shall be smoothed immediately with hand squeegees before the slurry seal mixture breaks. When possible, longitudinal joints shall be placed on lane lines. The Contractor shall provide suitable spreading equipment to minimize the number of longitudinal joints. Overlays that occur at transverse joints shall be smoothed before the slurry seal mixture breaks, so that a uniform surface is obtained.

(h) Production. The Contractor shall have the capability to average a minimum of 20,000 square yards of slurry seal application per working day.

(i) Lines. Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance.

(j) Handwork. Approved hand squeegees, with burlap drags, shall be used to spread slurry in areas not accessible to the slurry spreader box. Care shall be exercised in leaving no unsightly appearance from handwork.

(k) Curing. Treated areas will be allowed to cure from four (4) to twenty-four (24) hours or until the treated pavement will not be damaged by traffic. The Contractor will protect the area for the full curing period with suitable barricades or markers. Areas damaged, as a result of insufficient cure within 24 hours or prior to moving to a new map area shall be repaired at the Contractor’s expense.

(l) Storage of Equipment and Materials. Written authorization to use private property to store equipment and materials shall be obtained from the property owner and submitted prior to mobilization and use.

(m) Cleanup. All material swept or blown onto the sidewalks, all trash, all discarded slurry seal material, or other refuse shall be collected on a daily basis, removed from the site and disposed of to a site approved by the Project Manager.

## 10. SLURRY SEAL SPECIFICATIONS

Slurry seal and its components shall conform to the requirements of Table 1 when tested in accordance with AASHTO, ASTM, and ISSA procedures.

**TABLE 1**
**SLURRY SEAL**

| **Test On Emulsion** | **Test Method** | **Requirements** |
|---|---|---|
| Viscosity @ 77F, SFS sec. | AASHTO T59 / ASTM D244 | 20-100 |
| Residue by distillation, weight % | AASHTO T59 / ASTM D244 | 60 Minimum |
| Sieve test | AASHTO T59 / ASTM D244 | 0.10 Maximum |
| Settlement, 24 hour, weight % | AASHTO T59 / ASTM D244 | 1 Maximum |
| | | |
| **Test On Residue** | | |
| Penetration @ 77F, 100 g, 5 sec. | AASHTO T49/ ASTM D2397 | 40-90 |
| Solubility in trichloroethylene, % | ASTM D2042 | 97.5 Minimum |
| Ductility @ 77F, cm. | ASTM D113 | 40 Minimum |
| † Softening Point, F | AASHTO T53 / ASTM D36 | 125 Minimum |
| | | |
| **Test On Slurry Seal Mixture** | | |
| Residual Asphalt, % of dry weight of aggregate | | 6.5-12 |
| System compatibility | ISSA T116 | Pass |
| Mix time @ 77F | ASTM D3910 / ISSA T113 | Controllable to 180 sec. Minimum |
| Consistency, flow | ASTM D3910 / ISSA T106 | 2-3 cm. |
| Set Time, minutes | ASTM D3910 | 30 Maximum |
| Wet Cohesion, 30 minutes | ISSA T139 | ‡ 12 kg*cm |
| Wet Cohesion, 60 minutes | ISSA T139 | ‡ 20 kg*cm |
| Wet Track Abrasion Loss | ASTM D3910 / ISSA T100 | 75 g./sq.ft. Max. |
| Wet Stripping | ISSA T114 | 90 Minimum |

† Softening point tested only when polymer modified emulsion is specified.
‡ Cohesion values may be reported using “Mode of Rupture” evaluation detailed in ISSA T139.

## 11. MINERAL AGGREGATE SPECIFICATIONS

Sampling of the mineral aggregate and mineral filler shall conform to AASHTO T2 / ASTM D75 methods. All aggregates shall be from the same source. No field blending will be allowed.

The mineral aggregate shall meet the requirements of Table 2 when tested in accordance with AASHTO and ASTM methods.

**TABLE 2**
**MINERAL AGGREGATES**

| **Property** | **Test Method** | **Specification** |
|---|---|---|
| Sand Equivalent | AASHTO T176 / ASTM D2419 | 45 Minimum |
| Soundness, % | AASHTO T104 / ASTM C88 | 15 Maximum ($Na_2SO_4$) |
| Abrasion Resistance, % | AASHTO T96 / ASTM C131 | 35 Maximum * |
| Polishing | ASTM D3319 | 31 Minimum |

* The abrasion test is to be performed on the aggregate before it is crushed.

The mineral aggregate including mineral filler shall conform to one of the following ISSA gradation specifications when tested in accordance with ASTM C117/AASHTO T11 and ASTM C136/AASHTO T27:

| | **Type I** | **Type II** | **Type III** | **Type IV Not ISSA** | |
|---|---|---|---|---|---|
| **Sieve Size** | Percent Passing | Percent Passing | Percent Passing | Percent Passing | Stockpile Tolerance |
| 1/2” (12.5 mm) | | | | 100 | |
| 3/8” (9.5 mm) | 100 | 100 | 100 | 85-100 | |
| #4 (4.75 mm) | 100 | 90-100 | 70-90 | 60-87 | +/- 5% |
| #8 (2.36 mm) | 90-100 | 65-90 | 45-70 | 40-60 | +/- 5% |
| #16 (1.18 mm) | 65-90 | 45-70 | 28-50 | 28-45 | +/- 5% |
| #30 (600 □m) | 40-65 | 30-50 | 19-34 | 19-34 | +/- 5% |
| #50 (300 □m) | 25-42 | 18-30 | 12-25 | 12-25 | +/- 4% |
| #100 (150 □m) | 15-30 | 10-21 | 7-18 | 7-18 | +/- 3% |
| #200 (75 □m) | 10-20 | 5-15 | 5-15 | 5-15 | +/- 2% |

The percentage passing shall not vary from the high limit to the low limit on any two consecutive sieves.

## 12. GUIDELINES FOR APPLICATION

Type I gradation is intended for use on parking lots, airport runways and taxiways, and very low traffic volume residential streets, little to no truck traffic.

Type II gradation is intended for use on parking lots, residential streets, low traffic volume urban arterial streets, and airport runways and taxiways.

Type III gradation is intended for use on residential streets, urban arterial streets, rural roads, and highways.

Type IV gradation is not an ISSA gradation specification. This gradation is intended for use where additional skid resistance is needed and/or in areas of high traffic volume, but shall not be used in residential or low volume traffic areas.

13. ADDITIONAL REQUIREMENTS

The City of Powell will require approximately seventy five thousand five hundred (75,500) square yards of 2% Polymer Modified TYPE III Slurry Seal applied to it's streets during the 2017 summer season. The final actual amount will be based on pricing and budget restrictions.

Contractors wishing to bid must be a member of the "International Slurry Surfacing Association" (ISSA), in good standing.

The City will prep all streets for surface cleaning, cracks, potholes, and other surface and sub-surface deficiencies as the City deems fit before the Slurry Seal is applied. The successful contractor will be responsible for final cleaning and preparation for the Slurry seal as specified in 9 (c) above.

The Contractor will be responsible for all materials, design and application in accordance with the ISSA Recommended Performance Guidelines for Emulsified Asphalt Slurry Seal A105 (Revised) February 2010. Should any specification above be in conflict with the ISSA Recommended Performance Guidelines for Emulsified Asphalt Slurry Seal A105 (Revised) February 2010, the A105 guidelines, upon approval by the Streets Superintendent, shall be followed. The Contractor will also be responsible for all of the Performance Specifications for Emulsified Asphalt Slurry Seal as defined below;

The Contractor shall warranty the materials and workmanship of the slurry seal for a period of 2 years from the date of application and shall repair defects identified during the warranty period, in conformance with these special provisions. During the warranty period, should an area of slurry seal be found to be defective, the Streets Superintendent will notify the Contractor in writing of the areas to be repaired. The Contractor shall complete the repairs within 60 days from the date of the notification letter, unless the Streets Superintendent determines that weather conditions are unsuitable.

**DUE TO OTHER ACTIVITIES IN POWELL NO SLURRY SEAL WILL TAKE PLACE JULY 23 THROUGH JULY 30, 2017.**

Pricing will be for 2% Polymer Modified emulsified asphalt Slurry Seal per square yard.

Approved: April 6, 2017

_____

Gary Butts, DPW /Streets Superintendent

# CITY OF POWELL, WYOMING

## BID PROPOSAL

The undersigned certifies that they have personally examined and read the requirements of the attached Invitation to Bid, Instructions to Bidders, General Conditions, Bid Specifications, the Proposed Contract and this Proposal and thoroughly understands the intent and stipulations therein and hereby proposes supply, transfer, sell and apply approximately seventy five thousand five hundred (75,500) square yards of 2% Polymer Modified type III emulsified asphalt slurry seal, to the City of Powell, Powell, Wyoming for its 2017 summer street project.

***Bids received after the time and date of Tuesday May 23, 2017, 10:30 AM, will be returned unopened.***

**All bids will be F. O. B. , the City of Powell, Powell, Wyoming.**

Any variations to the bid specifications must be submitted at the time of the bid opening, in writing, so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the vendor as being equal or superior to specifications. Vendors will be responsible for satisfying the City regarding substitution. No substitutions will be considered unless approved in writing by the City.

The undersigned supplier certifies that he/she has read the above requirements and has submitted with their bid all information that the City of Powell has required.

Supplier: _____

By: _____
Original Signature

By: _____
Printed/Typed of Signature above

Title: _____

Phone #: _____

# CITY OF POWELL, WYOMING

## Bid Sheet

We hereby submit the following bid for the supply and application of approximately seventy five thousand five hundred (75,500) square yards of 2% Polymer Modified type III emulsified asphalt slurry seal for the City of Powell Street Department. ***Bids will be opened on Tuesday, May 23, 2017, at 10:30 AM.***

Bid for 2% Polymer Modified Type III slurry seal - *per square yard* $ _____

We further include the following information:

1. The above price will be firm for _____ days.

_____ Date

_____ Company

_____ Phone number

_____ Signature

_____ Title

# CITY OF POWELL

## TYPE III EMULSIFIED ASPHALT SLURRY SEAL CONTRACT

THIS CONTRACT made and entered into this _____ day of June, 2017, by and between the City of Powell, Wyoming, hereinafter called CITY and _____of _____, __, hereinafter called SUPPLIER.

1. The SUPPLIER shall sell and deliver approximately seventy five thousand five hundred (75,500) square yards of 2% Polymer Modified type III emulsified asphalt slurry seal, on an as needed basis and shall be available for use as may be required or designated by the CITY for use at any and all scheduled times and in any and all conditions.

2. SUPPLIER shall maintain such insurance as will protect SUPPLIER from claims under all applicable workman's compensation laws. SUPPLIER shall maintain public liability and property damage insurance as will protect SUPPLIER from any claims for injury or death of any person, or any property damage which may arise from operations under this Contract, whether such operation be by SUPPLIER or by any subcontractor, laborers, equipment operators or any one directly or indirectly employed by SUPPLIER or any subcontractors. SUPPLIER shall maintain liability and property damage insurance in an amount not less than $100,000.00/$300,000.00.

3. The CITY shall pay the SUPPLIER the sum of _____ and xx/100 ($x.xx) per square yard, which SUPPLIER shall receive and accept as full compensation for everything furnished and done under the contract, and for all loss of damage arising out of the nature of the work, the action of the elements or from unforeseen contingencies or difficulties encountered in the prosecution of the work.

4. SUPPLIER agrees to indemnify and safe harmless the CITY from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments or every nature and description brought or recovered against CITY, by reason of negligent act or omission of said SUPPLIER, his agents or employees, in execution of the work.

5. SUPPLIER shall not assign any part of the performance of this Contract or of any funds to be received thereunder by the SUPPLIER from CITY, and no assignment will be recognized by CITY unless such assignment has had the prior written approval of CITY.

6. SUPPLIER shall not sublet this Contract or any part thereof without the written consent of the CITY. In the event this Contract or any portion thereof is sublet by SUPPLIER, with the written consent of the CITY, all obligations of the original SUPPLIER under this Contract shall remain in full force and effect. All subcontractors must be pre-approved by CITY before subcontractors may begin working.

7. The Instructions to Bidders, General Conditions, Bid Proposal, and Bid Specifications are all essential documents of the Agreement and made a part hereof as if written herein.

8. Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state (16-6-106).

9. The CITY of Powell, its officers, employees, appointees and representatives, do hereby reserve their governmental or sovereign immunity from tort liability of any kind or nature and nothing herein shall be considered a waiver of immunity as provided by law. City specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to state law, including Wyoming Statute 1-39-101, et seq.

10. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the CITY and the SUPPLIER respectfully.

IN WITNESS WHEREOF, the CITY and SUPPLIER have executed this Agreement as of the day and year first above written.

**CITY OF POWELL**

By: _____
Mayor John F. Wetzel

**ATTEST:**

_____
City Clerk Tiffany Brando

**CONTRACTOR**

By: _____

STATE OF )
) SS
COUNTY OF )

The foregoing Contract was acknowledge before me by _____ for _____, this _____ day of June, 2017.

WITNESS by my hand and official seal.

_____
Notary Public

(SEAL)

My Commission Expires:

# CITY OF POWELL

## Bid Checklist

The following items will be required for a qualified bid on the supply and application of approximately seventy five thousand five hundred (75,500) square yards of 2% Polymer Modified type III emulsified asphalt slurry seal for the City of Powell Street Department. Bid opening date of May 23, 2017 at 10:30 AM, City of Powell, 270 North Clark Street, Powell, Wyoming.

_____ $500.00 bid security in the form of a bond or cashiers check

_____ Properly executed ***Bid Proposal***

_____ Properly executed ***Bid Sheets***

_____ Concise breakdown of material being bid.

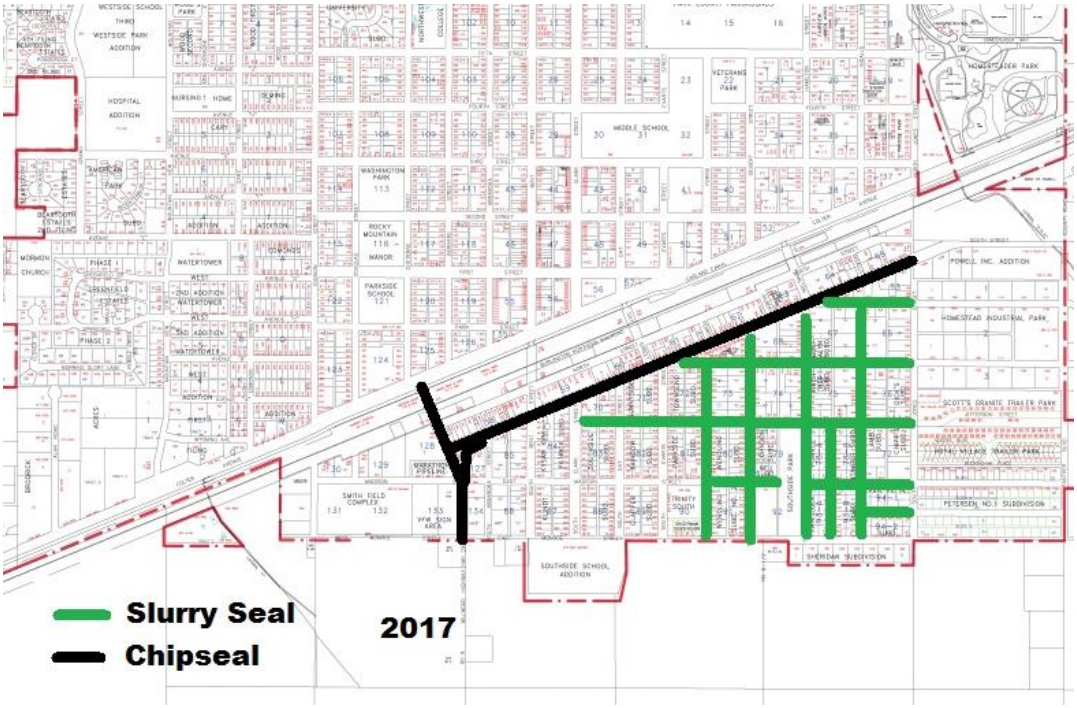
_____ Properly executed ***Bid Checklist.***

I have submitted the above referenced forms, as required, with my bid submittal package.

By: _____
Authorized Signature

_____
Print above signature

The City of Powell appreciates the time and effort that you have devoted.




| STREET | LENGTH | WIDTH | SQ.YDS. |
|---|---|---|---|
| Slurry | | | |
| Gilbert(S):Monroe-South | 1800.00 | 44.00 | 8800.00 |
| Hamilton(S):Monroe-South | 2020.00 | 41.00 | 9202.22 |
| Hamilton Way(S):Monroe-Jefferson | 975.00 | 41.00 | 4441.67 |
| Ingalls(S):Monroe-Washington | 2020.00 | 41.00 | 9202.22 |
| VanPlace(S):Jones-Ingalls | 450.00 | 42.00 | 2100.00 |
| Madison(S):Jones-Hamilton | 900.00 | 41.00 | 4100.00 |
| Madison(S):So.Side Park-Ferris | 600.00 | 32.00 | 2133.33 |
| Jefferson(S):Jones-Clark | 2920.00 | 44.00 | 14275.56 |
| Adams(S):Jones-South | 2020.00 | 44.00 | 9875.56 |
| Washington(S):Jones-South | 750.00 | 44.00 | 3666.67 |
| Ferris(S):Monroe-Madison | 450.00 | 51.00 | 2550.00 |
| Ferris(S):Madison-Adams | 1050.00 | 44.00 | 5133.33 |
| | | | 75480.56 |
| Chip | | | |
| South(S):Jones-Fair | 4340.00 | 55.00 | 26522.22 |
| Fair(S):Monroe-Madison | 600.00 | 70.00 | 4666.67 |
| Fair(S):Madison-Colter | 900.00 | 53.00 | 5300.00 |
| | | | 36488.89 |