



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

April 9, 2019

Mr. XXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

SUBJECT: Asphalt Related Services & Equipment

Dear XXXXX:

This letter is your notification of the City of Powell's intent to request bids for asphalt related services and equipment.

Enclosed please find the following documents:

- Invitation to Bid
- Instructions to Bidders
- Specifications
- Bid Proposal
- Bid Sheets
- Contract
- Checklist

These forms will enable you to submit a bid for the above-mentioned annual 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 continued 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



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

INVITATION TO BID

Sealed bids for asphalt related services for the City of Powell will be received at City Hall, 270 North Clark Street, Powell, Wyoming, 82435 until **10:00 AM, Tuesday, May 21, 2019.**

Mailed and hand delivered bids shall have “**HOTMIX**” 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 16, 2019
	FINAL	Tuesday	April 23, 2019

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 supplying asphalt services inclusive of equipment and materials 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, 270 North Clark Street, Powell, Wyoming, 82435, until 10:00 AM, Tuesday May 21, 2019. 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 forms. 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 Failure to Perform Penalty

Should Contractor fail to perform a requested service within two (2) days, on the third day and every day henceforth that the Contractor is in default, the City shall impose a penalty of five hundred (\$500.00) dollars per day, which will be deducted from Contractor submitted invoices, for the time the Contractor is in default.

2.0 GENERAL CONDITIONS - *continued*

2.4 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.

2.5 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.

2.6 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

Asphalt Related Services

Equipment and Materials

Specifications

Contractor to furnish all plant, materials, equipment, supplies, labor and transportation including fuel, power and water, and perform all work in accordance with the specifications for and in consideration of the price contained in the following Bid Schedule. **All hot mix material shall be produced within a thirty-five (35) mile radius of Powell, Wyoming.**

Asphalt shall be PG 58-28 or a City of Powell approved Strategic Highway Research Program (SHRP) mix.

Contractor to furnish all labor, equipment and materials for asphalt plant mix, paver patches, trucking of plant mix and rolling of plant mix.

Tarps may be required to ensure temperature of mix design is correct at time of placement. Regardless, should the temperature of the mix design that has not been placed fall below that required for placement, the mix will be returned to the plant at no charge to the City. This will not apply if the City has picked up the mix at the plant as long as the mix temperature at the time it left the plant was correct.

The following are estimated quantities of the materials and services that the City of Powell may or may not need in their entirety.

→ **PATCHING MATERIAL**

All materials and mixing - approximately 100 ton

→ **PAVING**

Approximately 300 ton

NOTE: This Bid does not include the City of Powell Absaroka Street Widening Project.

The City, at its discretion may add, subtract, or change the above schedule of projects.

PG 58 – 28

	<u>Minimum</u>	<u>Maximum</u>
Flash Point, COC,	°C 230	
Viscosity @ 135°C, Pa·s		3.0
Dynamic Shear @ 58°C, G*/sin δ, kPa	1.00	
After RTFO		
Dynamic Shear @ 58°C, G*/sin δ, kPa	2.20	
Mass Loss, %		1.00
After PAV @ 100°C		
Dynamic Shear @ 19°C, G*·sin δ, kPa		5000
Creep Stiffness @ -18°C, S, MPa		300
Creep Stiffness @ -18°C, M-value	0.300	

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 to furnish all labor, equipment and materials for asphalt plant mix, paver patches, transporting of plant mix, and rolling of plant mix, to the City of Powell, Powell, Wyoming for its annual street chip seal and paving projects.

Bids received after the time and date of May 21, 2019, 10:00 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

ESTIMATED EQUIPMENT QUANTITIES

1.	Paver	20 hours
2.	Dozer with ripper	0 hours
3.	Motor grader with scarifier	0 hours
4.	Loader	0 hours
5.	Vibratory roller	30 hours
6.	Dump truck single axle - 5 yard	20 hours
7.	Dump truck tandem axle - 12 yard	20 hours
8.	Chip spreader	0 hours
9.	Asphalt roller	30 hours
10.	Pneumatic roller	20 hours
11.	Oil distribution truck	0 hours
12.	Asphalt plant & paver with operator	300 ton

ASPHALT EQUIPMENT RENTAL RATES Bid Sheet

The equipment specifically listed below is based on minimum standard requirement and units so submitted by the bidder and shall have capacity, size, performance, and capability to perform all street construction needs satisfactorily.

<i>Machine</i>	<i>Description</i>	<i>Hrly Rate w/ Operator</i>
1. Dump truck single axle – 5 yard	_____	\$ _____
2. Dump truck tandem axle – 12 yard	_____	\$ _____
3. Asphalt saw	_____	\$ _____
4. Paver	_____	\$ _____
6. Asphalt roller	_____	\$ _____
7. Pneumatic roller	_____	\$ _____
8. Vibratory roller	_____	\$ _____
10. Asphalt plant mix & paver w/ operators - complete lay down price. (<u>Contractor trucks</u> to deliver plant mix to paver on streets.)		\$ _____ per ton
11. Asphalt plant mix & paver w/ operators - complete lay down price. (<u>City trucks</u> to deliver plant mix to paver on streets.)		\$ _____ per ton
12. Labor charge rate for stand-by, or other work performed.		\$ _____ per hour

Company Name: _____

By: _____

CITY OF POWELL

Bid Sheet

Materials

To furnish all plant, materials, equipment, supplies, labor and transportation including fuel, power and water, and perform all work in accordance with the specifications for and in consideration of the price contained in the following Bid Schedule. **All hot mix material shall be produced within a thirty-five (35) mile radius of Powell, Wyoming.**

Asphalt shall be PG 58-28 or a City of Powell approved Strategic Highway Research Program (SHRP) mix.

Contractor to furnish all labor, equipment and materials for asphalt plant mix, paver patches, trucking of plant mix and rolling of plant mix.

Tarps may be required to ensure temperature of mix design is correct at time of placement. Regardless, should the temperature of the mix design that has not been placed fall below that required for placement, the mix will be returned to the plant at no charge to the City. This will not apply if the City has picked up the mix at the plant as long as the mix temperature at the time it left the plant was correct.

1.	<u>Patching material (Picked up by City at Mix Plant)</u>			
	PG 58-28 w/ 1/2" aggregate	\$	_____	per ton
	PG 58-28 w/ 3/4" aggregate	\$	_____	per ton

The following are estimated quantities of the materials and services that the City of Powell may or may not need in their entirety.

→ **PATCHING MATERIAL**

All materials and mixing approximately 100 ton

→ **PAVING**

Approximately 300 ton

NOTE: This Bid does not include the City of Powell Absaroka Street Widening Project.

The City, at its discretion, may add subtract or change the above schedule of projects.

Company Name: _____

By: _____

CITY OF POWELL
CONTRACT
Asphalt Services

THIS AGREEMENT made and entered into this _____ day of June 2019, by and between the City of Powell, Wyoming, hereinafter called CITY and _____, of _____, _____ hereinafter called CONTRACTOR.

1. The CONTRACTOR shall furnish all asphalt related equipment and materials all of which shall be fully operational and shall be available for use as may be required or designated by the CITY for use at any and all scheduled times, locations and in any and all conditions.

2. CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under all applicable workman's compensation laws. CONTRACTOR shall maintain public liability and property damage insurance as will protect CONTRACTOR from any claims for injury or death of any person, or any property damage which may arise from operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor, laborers, equipment operators or any one directly or indirectly employed by CONTRACTOR or any subcontractors. CONTRACTOR shall maintain liability and property damage insurance in an amount not less than \$500,000.00/\$800,000.00. The City of Powell is to be listed as an additional named insured on CONTRACTOR'S insurance policy.

3. The CITY shall pay the CONTRACTOR for performance of the Contract, the sums set forth for the hourly rates for use of equipment as per the Asphalt Equipment Rental Rates, and material rates as per the Materials Bid Sheet.

4. CONTRACTOR shall comply with all applicable federal, state, county and municipal laws, rules, regulations and ordinances in the use and operation of all equipment and in the employment of all laborers and equipment operators.

5. CONTRACTOR shall not assign any part of the performance of this Contract, or of funds to be received thereunder by the CONTRACTOR from CITY, and no assignment will be recognized by CITY unless such assignment has had the approval of CITY and provided that any surety has been given due notice of such assignment in writing.

6. CONTRACTOR 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 CONTRACTOR, with the written consent of the CITY, all obligations of the original CONTRACTOR under this Contract shall remain in full force and effect. All subcontractors must be approved by CITY before subcontractors may begin work.

7. CONTRACTOR shall, at his own cost, time and expense, furnish all equipment, repairs for said equipment, fuel, oils and labor and agrees to keep all equipment in first class operating condition at all times.

8. CONTRACTOR understands and agrees and does hereby assume full responsibility for the safety of any and all equipment operators, laborers, employees and assumes full responsibility for the safety of the equipment and does assume full responsibility for any damages or injuries done by or to the equipment, equipment operators, laborers, or other employees from any source or cause.

9. The CONTRACTOR shall furnish all labor and operators of the equipment which operator shall be fully skilled and competent to operate said equipment at all times when the work required by CITY is in progress. CONTRACTOR shall immediately remove any operator considered incompetent or undesirable by CITY. All operators and laborers provided by CONTRACTOR shall be residents of Wyoming excepting when laborers and/or operators who are residents of Wyoming are not available for employment within the State or not qualified to perform the work involved. (Wyoming Statute 16-6-102, 16-6-103).

10. ***Should Contractor fail to perform a requested service within two (2) days, on the third day and every day henceforth that the Contractor is in default, the City shall impose a penalty of five hundred (\$500.00) dollars per day, which will be deducted from Contractor submitted invoices, for the time the Contractor is in default.***

11. The Instructions to Bidders, Asphalt Equipment Rental Rates with and without Operators, Estimated Quantities, the General Conditions, and the Specifications are all essential documents of this Contract and made a part hereof as if written herein.

12. CONTRACTOR agrees to indemnify and save harmless the CITY from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against CITY, by reason of any act or omission of said CONTRACTOR, his agents or employees, in execution of the work or in the guarding of it.

13. 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 (Wyoming Statute 16-6-106).

14. 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.

15. This Contract shall inure to the benefit of and be binding upon the legal representatives and successors of the CITY and the CONTRACTOR respectfully.

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

PURCHASER:

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, 2019.

WITNESS by my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

CITY OF POWELL

Bid Checklist

The following items will be required for a qualified bid on furnishing all labor, equipment and materials for asphalt plant mix, paver patches, transportation of plant mix, and rolling of plant mix, to the City of Powell, Powell Wyoming for its annual street patching and paving projects. Bid opening date **of May 21, 2019 at 10:00 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

Thank you in advance for submitting this bid. The City of Powell appreciates the time and effort that you have devoted.