

**Specifications For**  
**CRUSHED AGGREGATE BASE COARSE #2 & #3 (COMPACTION GRAVEL)**  
(2016 Maintenance and Construction Work)

The Town of Rice Lake will be accepting bid proposals on a cost per ton basis for the following materials to be picked up and/or delivered for possible road projects during the year of 2016:

- Crushed Aggregate Base Coarse Gradation No. 2 (Compaction Gravel) to be delivered and/or picked-up by Town of Rice Lake vehicles
- Crushed Aggregate Base Coarse Gradation No. 3 (Compaction Gravel) to be picked-up by Town of Rice Lake vehicles

The purpose of this contract is to ensure the Town of Rice Lake a set price and availability of Crushed Aggregate Base Coarse Gradation No. 2 and Gradation No. 3 (Compaction Gravel).

**Reference Standards**

State of Wisconsin Department of Transportation Standard Specifications shall be used for reference when deemed necessary.

**Description**

Crushed Aggregate Base Coarse (Compaction Gravel) shall consist of one or more courses or layers of coarse aggregate, either crushed gravel or crushed stone, fine aggregate and binder or filler blended as necessary to produce an intimate mixture of the required gradation and stability.

**Requirements:**

The aggregate shall consist of hard, durable particles of crushed stone or crushed gravel and a filler of natural sand, stone sand or other finely divided mineral matter. Over-sized material, encountered in deposit, from which the material is taken shall be removed by screening or shall be crushed to the required sizes. The composite material shall be substantially free from vegetable matter, shale and lumps or balls of clay and shall conform to the pertinent gradation requirements.

**Filler:**

If filler in addition to that naturally present in the base coarse material is necessary for meeting the gradation requirements or for satisfactory binding of the material at the screening plant or on the road, the material for such purpose shall be obtained from sources approved by the authorized person(s) of the Town and shall be free from agglomerations or lumps.

**Gradation Requirements:**

The aggregate shall be well graded between the limits specified and conform to the following requirements:

Sieve Size	Percentage by Weight Passing			
	Gradation No. 1		Gradation No. 2	
	Crushed Gravel	Stone	Crushed Gravel	Stone
1 ½ Inch	100	100	---	---
1 Inch	75 - 100	---	100	100
¾ Inch	---	---	---	---
3/8 Inch	40 - 75	30 - 65	50 - 85	40 - 75
No. 4	30 - 60	25 - 55	35 - 65	25 - 60
No. 10	20 - 45	15 - 40	25 - 50	15 - 45
No. 40	10 - 30	---	10 - 30	---
No. 200	3 - 10*	2 - 1	3 - 10*	3 - 12

**Sampling and Testing:**

The duly authorized person(s) of the Town of Rice Lake shall sample, weigh, and test material (minimum of 500 grams) from the stock pile to be used for said road projects not less than 30 days prior to commencement of the project(s), and if material fails to pass all sieve tests and plasticity test per Dept. of Transportation specifications, said contract shall be void and the next lowest bidder shall be awarded the contract. The duly authorized person(s) of the Town of Rice Lake shall also reserve the right to sample, weigh and test material as deemed necessary from pit or job site. The Contractor shall pay for all sample material, transportation and laboratory testing fees. One copy of the test results shall be furnished to the Town of Rice Lake.

**Weights:**

Each load shall be accompanied by a current weight slip indicating Gross Weight, Empty Weight and Net Weight, and shall be presented to the designated town personnel on the job site prior to unloading or loads are subject to refusal.

## **Equipment**

1. **General** Equipment and tools necessary for producing, handling and transportation of the materials and for performing and maintaining all parts of the work must be satisfactory as to design, capacity and mechanical condition for the purpose intended. Any equipment which is not maintained in full working order, or which is used by the contractor, is inadequate to obtain the results prescribed, shall be repaired, improved, replaced or supplemented to obtain the progress and workmanship contemplated by the contract.
2. **Hauling:** All vehicles for the transportation of materials shall be the weight, type and capacity that no damage will result to the existing subgrade or base course in place.

## **General:**

1. Gradations and amounts to be used shall be set by an authorized person(s) of the Town as deemed necessary per job.
2. Crushed aggregate base coarse (Compaction Gravel) shall be purchased per standard ton with a standard ton to weight 2,000 pounds for the purpose of this contract. Material shall be ordered in full truck load lots.
3. Contractor shall proceed with delivery of crushed aggregate base coarse (Compaction Gravel) upon 12 hour notice.
4. Contractor shall be responsible to furnish material in a work type manner as to provide for orderly and efficient installation to be done by the owner. Materials shall be delivered in such a manner as to provide continuing, uninterrupted, delivery of materials as specified. (example: trucks provided for delivery shall stay on the job till completion or other arrangements are made with supervisor in charge of each job.)
5. Allotted time for unloading at any one dump site shall be a maximum of fifteen (15) minutes.
6. The Town of Rice Lake retains the right to split any one load between job site and Town of Rice Lake stockpile. Estimate of tonnage used on job site shall be done at job site and estimate shall be placed upon the weight ticket.
7. Contractor shall conduct operations under this contract in compliance with all applicable laws.
8. Town reserves the right to assign job site inspectors as deemed necessary by the Towns authorized person(s).
9. Contractor shall give written notification to Police, Fire and Street Departments of the municipality at least twenty-four (24) hours before closing off or in any way effecting through vehicular traffic on any street.
10. Contractor shall not litter premises in the process of completion of any part of this contract.
11. Contractor shall provide duly authorized person(s) of the Town with current information regarding contract jobs as all requests.
12. Contractor shall have a qualified person(s) in charge and shall give the name(s) to the Town.
13. This contract constitutes the entire job and understanding between the parties, and hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.
14. The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way effect the right of the Town thereafter to enforce the same. Nor shall waiver by the Town of any breach of such provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.
15. No assignment of the contract or any right occurring under this contract shall be made in whole or part without the express written consent of the Town.
16. Contractor shall list any special conditions with bid or Town shall expect Contractor to be in complete agreement with all parts of this contract.
17. Contractor will defend, save harmless, and exempt Town, its officer, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees resulting from injury to person(s) or damage to property out of work done in the performance of this contract.
18. This contract shall not be construed as to cover all projects new or projects funded through secondary sources, either full or partial, but not limited to such projects as Federal Highway Safety Projects, Federal Aids Urban Projects, State primary and secondary projects, Economic Development Projects or Recreational Projects.
19. The Town of Rice Lake reserves the right to reject any or all bids, to waive informalities, and to accept the bid proposal deemed most advantageous to the Town of Rice Lake.
20. Contractor shall not perform extra work without authorization of duly authorized person(s) of the Town.
21. Contractor shall provide barricades, lights or any necessary safety devices needed to alert and protect motorists prior to commencing the job and continuing through job completion.
22. Contract shall be for one (1) year from date of bid.

## **Nondiscrimination Clause**

Without limiting the generality of any of the provisions of this Agreement, CONTRACTOR, in its operations, and also as a part of the consideration hereof, shall maintain and operate its facility and provide its services in compliance with and pursuant to Title 49, Part 21, Code of Federal Regulations, nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, and as said Regulations may be amended; and shall not on the grounds of race, creed, color or national origin, physical limitation or disability, or on any other prohibited basis discriminate or permit discrimination against any person or group of persons in the manner whatsoever.

In addition, the CONTRACTOR covenants that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 2152, Subpart E. The CONTRACTOR assures the TOWN that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The CONTRACTOR assures that it will require that its covered suborganizations provide assurances to the CONTRACTOR that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

#### **Payment**

Payment for furnished Crushed Aggregate Base Coarse (Compaction Gravel) shall be made upon satisfactory delivery and approval of the duly authorized person(s) of the Town. Price to be determined by weight tickets submitted with invoice for materials and services performed. Bills shall be processed within (30) days of receipt.

#### **Liabilities**

As a condition of acceptance by Town of any bid, bidder shall satisfy all outstanding liabilities, if any, owing to the Town of Rice Lake by bidder.

#### **Proof of Liability Insurance and Worker's Comp Coverage Required for bids submitted involving delivery of materials**

No contract shall be issued until Contractor has furnished satisfactory proof of worker's compensation coverage and a liability insurance policy in full force and effect in a company authorized to do business in the State of Wisconsin for his total operation in the amount of One Million Dollar (\$1,000,000.00) complete liability umbrella policy covering injury, death or destruction of property of any person other than the Contractor. Cancellation or reduction of insurance shall automatically suspend this contract and no further work shall be done.

#### **Contract Revocation or Suspension**

The duly authorized person(s) of the Town may temporarily suspend this contract for any violation of these specifications for a period not exceeding three (3) days, or may revoke such contract after an opportunity for hearing before the Town Board upon ten (10) days personal notice to the Contractor.

Sealed Bids shall be received until **7:00 p.m., Monday, May 9, 2016** at the Town of Rice Lake Clerk's Office, 1830 Macauley Ave., Rice Lake, Wisconsin. Bids shall be opened at **7:00 p.m. on Monday, May 9, 2016**, at the Town Municipal Building, 1830 Macauley Ave., Rice Lake, WI 54868. **All bids must be on Town of Rice Lake Bid Proposal forms and are to include a completed Town of Rice Lake Drug & Safety Survey (pages 5 & 6 of this packet).**

The Town of Rice Lake reserves the right to reject any or all bids, to waive informalities, and to accept the proposal deemed most advantageous to the Town of Rice Lake.



**BID PROPOSAL**

Proposal of \_\_\_\_\_  
 (hereinafter called "BIDDER", organized and existing under the State of \_\_\_\_\_),  
 doing business as \_\_\_\_\_ to the Town of  
 Rice Lake, Wisconsin (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to furnish Crushed Aggregate Base Coarse (Compaction Gravel) in strict accordance with the Specifications, within the time set forth therein, and at the prices stated in the attached proposal form.

By submission of this BID, each BIDDER certifies as to its own organization, that this BID has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work as specified under this contract.

BIDDER agrees to perform all work described in the Specification Documents for the following unit prices.

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**PROPOSAL FORM**

Bid#	Description	Delivered	Picked up at Pit	Cost per Standard Ton
7	Crushed Aggregate Base Coarse-Gradation No. 2 (Compaction Gravel)		✓	
8	Crushed Aggregate Base Coarse-Gradation No. 3 (Compaction Gravel)		✓	
9	Crushed Aggregate Base Coarse-Gradation No. 2 (Compaction Gravel)	✓		

**Time Schedule:**

Bidder hereby agrees to complete the above job description by N/A .

In submitting this bid, it is understood that all work must be completed in accordance with the time schedule set forth in this proposal form, and the Town of Rice Lake reserves the right to reject any or all bids, to waive informalities, and to accept the bid proposal deemed most advantageous to the Town of Rice Lake.

It is agreed that this bid will not be withdrawn.

Upon the acceptance of this proposal, the successful Bidder shall be the Contractor and all references in the proposal to the Bidder shall apply to the contractor for the year bid.

Respectfully submitted,

Contractor Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Date \_\_\_\_\_

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ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified in the contract.

Date of acceptance: \_\_\_\_\_

\_\_\_\_\_  
 Thomas Fankhauser, Chairman  
 Town of Rice Lake

# Town Of Rice Lake

Barron County, Wisconsin

ATTENTION ALL CONTRACTORS SUBMITTING ROAD WORK BIDS:

The Town of Rice Lake now requires this form to be submitted with all road work bids to ensure that contractors are meeting industry standards.

Contractor \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**1. Do you have a drug testing policy which includes *random* testing?**

\_\_\_\_\_ NO

\_\_\_\_\_ YES Medical Review Officer: \_\_\_\_\_

Phone: \_\_\_\_\_

Consortium Management Group: \_\_\_\_\_

Phone: \_\_\_\_\_

**2. Do you have Traffic Control / Flagger Training?**

\_\_\_\_\_ NO

\_\_\_\_\_ YES Trainer: \_\_\_\_\_ Phone: \_\_\_\_\_

Most recent training date: \_\_\_/\_\_\_/\_\_\_\_\_

**3. Do you have a written Safety Program?**

\_\_\_\_\_ NO

\_\_\_\_\_ YES *Please circle topics covered in the program*

Flagger Training

Traffic Control

Hazard Communication

Lockout / Tagout

Fire Protection

Personal Protective Equipment

Hearing Conservation

Drug Testing

Bloodborne Pathogen Awareness

Vehicle Inspection / Maintenance

Driver Logs

Respiratory Protection

**4. Do you conduct Safety Meetings?**

\_\_\_\_\_ NO

\_\_\_\_\_ YES Conducted by: \_\_\_\_\_ Phone: \_\_\_\_\_

How often: \_\_\_\_\_ Last date held: \_\_\_/\_\_\_/\_\_\_\_\_

**As an officer of the company, I verify the above is true and accurate.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title