

## Bid Specifications for Warm Mix Paving

The Town of Rice Lake will be accepting bid proposals for a contractor to blacktop town roads with warm mix asphalt, thickness of pavement to be 2” compacted (unless otherwise noted) at the following locations:

	<b>ON ROUTE (Ave/St Number)</b>	<b>AT ROUTE (Starting Point)</b>	<b>OFFSET (Ft or Miles)</b>	<b>TOWARD ROUTE (Ending Point)</b>	<b>OFFSET (Ft or Miles)</b>	<b>DISTANCE Ft. or Miles</b>	<b>WIDTH</b>
<b>Warm Mix Pave 2” compacted</b>	18 <sup>th</sup> Ave.	22 <sup>nd</sup> St.		23 <sup>rd</sup> St.		1.10	22 ft
<b>TOTAL</b>						<b>1.10</b>	

The purpose of this contract is to ensure the Town of Rice Lake a set price to perform the above job description.

### Equipment and Workmen:

- Bituminous Pavers:** Bituminous pavers shall be self-contained, power propelled units, provided with an activated screed or strike-off assembly, heated when necessary and capable of spreading a finished course of bituminous plan mix materials in widths applicable to the specified typical section and thickness required. The paver shall be equipped with a receiving hopper of such size, shape and capacity as to permit the unloading of trucks without loss or spillage of the mixture and with a minimum of delay. The paver shall be equipped with automatic feed controls, property adjusted to maintain a uniform depth of material ahead of the screed. The paver shall have sufficient power and traction to operate efficiently on all types of grades. The screed or strike-off assembly shall produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. The screed or strike-off shall be adjustable as to the required crown and cross section of the finished pavement. The paver shall be equipped with an approved automatic control system capable of automatically controlling the elevation and slope of the screed and shall be used as deemed necessary. This device shall also be equipped with the necessary controls to permit the operator to adjust or vary the slope throughout any job.
- Vehicles and Tools:** Vehicles and tools necessary for performing all parts of this contract shall be satisfactory as to design, capacity and mechanical condition for the purpose intended. Any vehicles or tools which are not maintained in full working order, of which is inadequate to obtain the results intended, shall be repaired, improved, or replaced immediately so that the progress and workmanship required by the contract is obtained.
- Compaction Equipment:** Equipment for compacting bituminous mixtures shall consist of self-propelled steel wheel roller, vibratory rollers or other types of compacting equipment approved by the Superintendent of Streets. Compaction equipment used shall be of standard design necessary for workmanship required by this contract.
- Grading Equipment:** Equipment used for grading called for the purpose of this contract shall be self-powered and satisfactory as to design, capacity and mechanical condition. Such equipment shall not cause segregation of the aggregates nor damage to the finished surface. Watering type equipment may be necessary to complete finish base grading.
- Workmen:** Workmen shall be skilled and experienced to produce a surface true to line and grade, free of depressions, free of raveled edges and with a smooth voidless surface.

### Warm Mix Paving Construction Requirements:

- Finished Subgrade:** Contractor shall provide all equipment, materials and labor necessary to produce a finished base course foundation for the bituminous warm mix paving. The base course shall be constructed as to allow for the maximum depth of compacted bituminous warm mix placement directed. The base course shall be thoroughly compacted and finished to a firm, true surface.
- Placing Bituminous:** Contractor shall place bituminous to proper depths, thoroughly consolidate, to finish section.
- Finishing:** Contractor shall provide equipment adequate to meet necessary compaction tests and provide for a good, true surface.
- Alignment:** Contractor shall ensure surface of completed bituminous pavement is true to lines, profiles and elevations indicated and is free from depressions exceeding 1/4 inch when measured with a 10 foot straight-edge.
- Curing and Protection:** The Contractor shall erect and maintain suitable barricades and/or cones and employ such watchmen as may be necessary to exclude traffic from the newly placed bituminous until thoroughly compacted and cooled. Any part of the work damaged prior to acceptance of the project by the owner shall be repaired and/or replaced at the expense of the Contractor.
- Location of Underground Structures and Utilities:** It is the responsibility of the Contractor to acquaint himself with the location of all underground structures and utilities which may be encountered or which may be affected by work under the contract. The locations of any underground structures and utilities furnished, shown on the plans or given on the site are based upon the available records but are not guaranteed to be complete or correct and are given only to assist the Contractor in making a determination of the location.

7. Weather Conditions: Bituminous material shall be placed only when surface conditions are dry and in proper condition. Bituminous warm mix shall not be placed when weather or surface conditions are unfavorable or when impending rains appear probable and that the materials may be damaged.

**General:**

1. Contractor shall conduct operations under this contract in compliance with all applicable laws.
2. Town reserves the right to assign job site inspectors as deemed necessary by the Town's authorized person(s).
3. 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.
4. Contractor shall not litter premises in the process of completion of any part of this contract.
5. Contractor shall provide duly authorized person(s) of the Town with current information regarding contract jobs at all requests.
6. Contractor shall have a qualified person(s) in charge.
7. 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.
8. 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.
9. 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.
10. Contractor shall list any special conditions with bid or Town shall expect Contractor to be in complete agreement with all parts of this contract.
11. 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.
12. 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.
13. 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.
14. Contractor shall not perform extra work without authorization of duly authorized person(s) of the Town.
15. Contractor shall provide barricades, lights or any necessary safety devices needed to alert and protect motorists prior to commencing the job and maintaining through job completion.
16. Gradations and amounts to be used shall be set by the Town's authorized person as deemed necessary per job.
17. Anticipated amounts to be paved shall be available upon request to the Town Clerk/Treasurer's office, 1830 Macauley Ave., Rice Lake, WI 54868.
18. The Town of Rice Lake will furnish grader and operator while pulverizing.
19. Work shall be done no later than **Sept. 15<sup>th</sup>** of the year bid. Failure to complete work by this date will result in a \$200 per day penalty being assessed until work is completed.

**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 materials and labor to pulverize and blacktop shall be made upon satisfactory delivery and performance and approval of the duly authorized person(s) of the Town. Final price for paving to be determined by weight tickets submitted with invoice for materials and services performed. Price for pulverizing shall be the price set and accepted in bid proposal. 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.

**Certificates of Insurance Required**

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 8, 2017 by mailing to Town of Rice Lake, 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 5-7 of this packet).**

Bids shall be opened at the Town Board meeting to be held at 7:00 p.m. on Monday, May 8, 2017 at the Municipal Building, 1830 Macauley Ave., Rice Lake, WI.

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 from

(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 pulverize and blacktop in strict accordance with the Specifications, within the time set forth therein, and at the prices stated in the following 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 prices.

The contractor shall abide by the State of Wisconsin, Department of Workforce Development prevailing wage law requirements under s. 66.0903, Wis. Stat. and Wis. Admin. Code Ch. DWD 290. The contractor shall also require its subcontractors to pay their employees working under this contract in accordance with the applicable wage rate scale.

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**PROPOSAL FORM**

The board's final decision on whether to complete these roads will be based upon bid price.

<b>Bid#3 - Warm Mix Paving</b>	<b>Distance in Miles</b>	<b>Width of Road</b>	<b>Approx. Tons</b>	<b>Price/Ton</b>	<b>Total Price</b>
<b>Warm Mix Paving</b> - Fine grade existing base, water and compact as needed. Pave with warm mix asphalt to an average compacted thickness of 2.0 inches, and width as indicated.					
18 <sup>th</sup> Ave.	1.10	22			
<b>TOTAL PRICE FOR WARM MIX PAVING</b>	1.10				

**Time Schedule:**

Bidder hereby agrees to complete the above job description by **September 15** of the year bid. Failure to complete work by this date will result in a \$200 per day penalty being assessed until work is completed.

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

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