

**Specifications & Bid Form to
Deliver and Spread Road Base Materials**

The Town of Rice Lake will be accepting bid proposals for a contractor to deliver and spread 12 inches of sand and 9 inches of compacted 1¼” high dense base gravel to site with distance being approximately 0.16 miles and width of 24 feet on the following town road:

ON ROUTE (Ave/St Number)	AT ROUTE (Starting Point)	OFFSET (Ft or Miles)	TOWARD ROUTE (Ending Point)	OFFSET (Ft or Miles)	DISTANCE (FT OR MILES)	WIDTH
23 ½ Ave.	19 th St.	0.03 mi	Termini		0.16 mi	24
TOTALS					0.16 mi	

Job description:

1. The work shall consist of furnishing all equipment and labor to deliver and spread 12 inches of sand and 9 inches of compacted 1¼” high dense base gravel to site with distance being approximately .16 miles and width of 24 feet. The Town of Rice Lake shall provide the grading necessary to level off materials spread.
2. Payment for delivery and spreading of materials shall be based on total project cost. This shall be full compensation for hauling and spreading all materials with contractor furnishing all labor, materials, equipment and incidentals necessary to complete the work.

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

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.

General:

1. 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.)
2. Contractor shall conduct operations under this contract in compliance with all applicable laws.
3. Town reserves the right to assign job site inspectors as deemed necessary by the Towns authorized person(s).
4. 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.
5. Contractor shall not litter premises in the process of completion of any part of this contract.
6. Contractor shall provide duly authorized person(s) of the Town with current information regarding contract jobs as all requests.
7. Contractor shall have a qualified person(s) in charge.
8. 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.
9. 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.
10. 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.
11. Contractor shall list any special conditions with bid or Town shall expect Contractor to be in complete agreement with all parts of this contract.
12. 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.
13. 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.
14. 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.
15. Contractor shall not perform extra work without authorization of duly authorized person(s) of the Town.
16. 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.

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, equipment and labor required to deliver and spread sand and gravel shall be made upon satisfactory delivery and performance, and approval of the duly authorized person(s) of the Town. 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 **1:00 p.m., Wednesday, September 18, 2019** at the Town Clerk's Office, 1830 Macauley Ave., Rice Lake, Wisconsin. Bids shall be opened at **1:00 p.m., Wednesday, September 18, 2019**, 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 3 - 4 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 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 sealcoat 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.

PROPOSAL FORM – BID #2

<u>Job Location</u>	<u>Job Description</u>
On 23 ½ Ave. at 19 th St., offset 0.03 miles, toward termini, width of 24 feet, distance of 0.16 miles	Deliver and spread 12 inches of sand and 9 inches of 1¼" high dense base gravel compacted

Product	Estimated Number of Tons	Price Per Ton	Total
12 inches of sand			
9 inches of 1¼" high dense base-compacted			
Total Bid Price			

Time Schedule:

Bidder hereby agrees to complete the above job description by **October 31, 2019**. 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 Name:	Representative Signature:
Address:	Printed Name:
City/State/Zip:	Title:
Business Phone:	Cell Phone:
	Email:

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: _____

 Dean A. Borofka, 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