

**Specifications & Bid Form to**

**Remove Existing Pavement & Road Base Materials and Construct New Base Consisting of Sand and Gravel from Bid #2**

The Town of Rice Lake will be accepting bid proposals for a contractor to remove the existing pavement and 21 inches of road base, and construct a new road base consisting of 12 inches of sand and 9 inches of gravel with new road base materials being provided by the Town, on approximately 0.16 miles of town roads as follows:

<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>
23 ½ Ave.	19 <sup>th</sup> St.	0.03 mi	Termini		0.16 mi	24
<b>TOTALS</b>					0.16 mi	

**Job description:**

1. The work shall consist of furnishing all equipment and labor to remove the pavement (20 ft wide) and top 21 inches of the existing road base (24 feet wide) and construct new base consisting of 12 inches of sand and 9 inches of gravel provided by the Town (24 ft wide). All materials removed shall be hauled away and disposed of by contractor.
2. Payment shall be based on total project cost with full compensation covering digging, removing and hauling existing road materials to an offsite disposal area, and shaping and grading new base materials as provided by Town. Contractor shall furnish all labor, 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 labor and equipment to provide for orderly and efficient removal of existing road base and shaping, compacting and grading of new road base materials as furnished by the Town.
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 equipment and labor for work performed shall be made upon satisfactory performance and job completion, 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. on 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 4 - 5 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.

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**PROPOSAL FORM – BID #1**

Job Description	Distance in Miles	Total Price
Remove and haul away existing pavement (20 feet wide) and the top 21 inches of existing road base (24 feet wide) and construct new base consisting of 12 inches of sand and 9 inches of gravel as provided by the Town (24 ft wide), including shaping, compacting, and grading, with job location being on 23½ Ave. at 19 <sup>th</sup> St., offset 0.03 miles, toward termini, a distance of 0.16 miles.		
<b>TOTAL PRICE</b>	0.16 mi	

**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