

Specifications For Pulverizing

The Town of Rice Lake will be accepting bid proposals for a contractor to pulverize town roads at the following location following addition of 3" of 1¼" gravel:

| | 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 |
|--------------------------|---|--------------------------------------|-------------------------------------|--|-------------------------------------|----------------------------------|--------------|
| Warm Mix Pave | 23 rd St. | 21 st Ave. | | 22 nd Ave. | | 1.0 | 22 ft |
| TOTAL | | | | | | 1.0 | |

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:

1. **Pulverizing machines:** The pulverizing machine shall be especially designed and constructed for pulverizing pavements. It shall pulverize without tearing or gouging the underlying surface. The machine shall be equipped with electronic devices, which will provide accurate depth, grade and slope control.
2. **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.
3. **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.

Pulverizing Construction Methods:

1. The Pulverizing operation shall be performed in a manner to preclude damage to the remaining pavement, and which results in a reasonably uniform plane surface free of excessively large scarification marks and having the uniform transverse slope required on the plans or as directed by the Town Chairperson or duly authorized designee.
2. The sequence of the pulverizing operations shall be such that at the completion of the working day the ends of the pulverizing operation shall be as nearly adjacent as practicable, unless otherwise permitted. No exposed longitudinal joints two inches or more in depth shall remain during non working hours.
3. One lane of the roadway shall be maintained for traffic at all times during actual construction operations.
4. During non-working hours, the roadway shall be cleared of all materials and equipment unless approved by the Town Chairperson or duly authorized designee.
5. The Town Chairperson or designee may waive other pertinent requirements for work on highways closed to through traffic or open to all traffic where the permitted procedure poses no danger to traffic using the highway and appropriate traffic control measures are provided.

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 Towns 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. The contractor will furnish roller and roll behind grader.
19. Work shall be done no later than **Sept. 15th** 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, June 13, 2022 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 3-4 of this packet).**

Bids shall be opened at the Town Board meeting to be held at 7:00 p.m. on Monday, June 13, 2022 at the Town Hall, 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.

PROPOSAL FORM

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

| Bid #2 - Pulverizing | Distance in Miles | Width of Road | Price/Mile | Total Price |
|--|--------------------------|----------------------|-------------------|--------------------|
| Pulverize existing blacktop, including roller and operators for all equipment. The Town of Rice Lake will furnish grader and operator while pulverizing. | | | | |
| 23 rd St. from 21 st Ave. to 22 nd Ave. | 1.00 | 22 | | |
| TOTAL PRICE FOR PULVERIZING | 1.00 | | | |

Time Schedule:

Bidder hereby agrees to complete the above job description by **September 15, 2022**. 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 _____

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