

Specifications
For
BITUMINOUS HOT MIX OVERLAY AND PATCHING FOR PLUMBER HOLES

The City of Rice Lake will be accepting bid proposals for a contractor to furnish and install Bituminous Hot Mix Overlay and Patching in conjunction with their regular maintenance type work schedule. The intent of this contract is to ensure the City of Rice Lake that bituminous hot mix installation shall be done in a responsible and timely manner. This bituminous hot mix overlay and patching shall be done under the following specifications:

Equipment and Workmen:

1. Requirements: Equipment and tools necessary for performing all parts of the worker shall be satisfactory as to design, capacity and mechanical condition for the purpose intended. Any equipment which is 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.
2. Pavers: The contractor may with approval of the Community Services Director or authorized person(s) elect to use a machine for placing bituminous hot mix patching. If a machine is used, the resulting patching shall be of such quality as to equal or exceed that produced by standard methods.
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.

Hot Mix Paving Construction Requirements:

1. Finished Subgrade: Contractor shall provide all equipment, materials and labor necessary to produce a finished base course foundation for the bituminous hot mix patches. The base course shall be constructed as to allow for 2 1/2 inches of compacted bituminous hot mix placement unless directed otherwise by the Owner. The base course shall be thoroughly compacted and finished to a firm, true surface. The compaction shall result in a minimum density of 95% and an average density of 98% standard proctor density.
2. Trim and Cut: City shall saw or cut all patch edges as to provide straight even lines if not squared.
3. Placing Bituminous: Contractor shall place bituminous to proper depths, thoroughly consolidate, lute or rake to finish section. Any asphalt placement exceeding 2.5 inches in depth shall be accomplished in multiple layers or operations with each mat thoroughly compacted and consolidated prior to placement of the subsequent mat.
4. Finishing: Contractor shall provide equipment adequate to meet necessary compaction tests and provide for a good surface.
5. Alignment: The maximum deviation of the bituminous hot mix patch for vertical alignment shall not exceed 1/2 inch in 10 feet. Any patch exceeding this alignment limit shall be removed and replaced by the Contractor at his expense.
6. 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 constructed patches 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.
7. 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.
8. Utility Adjustments: The Contractor shall be responsible to coordinate utility adjustments through the Department of Streets and appropriate utilities.
9. Weather Conditions: Bituminous material shall be placed only when surface conditions are dry and in proper condition. Bituminous hot 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.
10. Asphaltic Concrete Pavement Mixture, Type E-1: The asphalt material for Asphaltic Concrete Pavement, Type E-1, shall be asphalt type AC with a performance-graded designation of PG 58-28.
11. Bituminous Aggregate: Aggregates to be used shall conform to the requirements of Mixture Type E-1 as shown in Table 460-1 of Section 460 of the Department of Transportation, Standard Specifications.

Bituminous Consistency:

1. **Description:** Bituminous hot mix material shall be prepared in accordance with the specifications and in reasonably close conformity to Wisconsin Standard Specifications Section 450, 455, & 460.
2. **Mix Design:** The Contractor shall provide a 'mix design' for asphaltic materials five (5) days prior to the start of work under this contract and at any time that the design mix standards are changed throughout said contract period.
3. **Test Specimen:** The Community Services Director or his duly authorized person(s) reserve the right to order testing, to assure compliance with the specifications. Contractor shall be responsible for obtaining, transportation, and laboratory testing fees. One copy of test results shall be furnished to the Community Services Director.

Traffic Control:

1. **Barricades:** The placement of Traffic Control Devices according to the Work Zone Safety, Part VI of the Manual on Traffic Control Devices (MUTCD) is required. The Contractor shall have the responsibility to providing and placement of the traffic control devices for the protection of the general public.
2. **Notification:** Written notification shall be given to Police, Fire and Community Services Depts. of the municipality at least twenty-four (24) hours prior to closing off or in any way effecting through vehicular traffic on any street.
3. **Curing and Protection:**
 - a) ***The contractor will make every effort to grade and fill each excavation/plumber hole as quickly as possible with NO open excavation/plumber holes left unfilled or unattended after the end of each working day unless approved by the Community Services Director.***
 - b) The Contractor shall erect and maintain traffic control devices and/or cones and employ such watchmen as may be necessary to exclude traffic from the newly paved areas until thoroughly cured or set. Any part of the work damaged prior to acceptance by the owner shall be repaired and/or replaced at the expense of the Contractor.

GENERAL

1. Community Services Director or duly authorized person(s) shall set elevations and/or cross sections.
2. Contractor shall proceed with repair/replacement within ten (10) working days from time of notification from the Community Services Director or duly authorized person(s).
3. Contractor shall conduct operations under this contract in compliance with all applicable laws and ordinances.
4. City reserves the right to assign job site inspectors as deemed necessary by the Community Services Director or duly authorized person(s).
5. Final utility adjustments shall be deemed incidental to each project.
6. Contractor shall not litter premises in the process of completion of any part of this contract.
7. Contractor shall provide Community Services Director or duly authorized person(s) with current information regarding contract jobs upon request.
8. Contractor shall have a qualified person(s) in charge and shall give the name(s) to the City.
9. 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.
10. The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way effect the right of the City thereafter to enforce the same. Nor shall waiver by the City 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.
11. 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 City.
12. Contractor shall list any special conditions with bid or City shall expect Contractor to be in complete agreement with all parts of this contract.
13. Contractor will defend, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorneys' fees resulting from injury to person(s) or damage to property out of work done in the performance of this contract.
14. This contract shall not be construed as to include all bituminous hot mix projects **but shall be for repair/maintenance** on regular Community Services Dept. maintenance type work as determined by the city.

15. The City 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 City of Rice Lake.
16. Contractor shall not perform extra work without authorization of Community Services Director or duly authorized person(s).
17. The Community Services Director or his duly authorized person(s) shall set gradation and amounts, as deemed necessary per job.

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 Act 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 ensure 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 CITY 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.

METHOD of PAYMENT

Patching of plumber holes measured for payment under this contract shall be the actual number of square yards of area, per individual mat, on which the asphalt patch has been placed as designated on the plans or as ordered by the Community Services Director, which price shall be full compensation for preparation of base; for furnishing, placing, and finishing as specified; and for all labor, equipment, tools and incidentals necessary to complete the work in accordance with the contract. Overlay Paving shall be paid on a per ton basis and all weight slips shall accompany each full load delivered.

PAYMENT

Payment shall be made upon approval of the Community Services Director or duly authorized person(s). Bills must be received at the Community Services Dept. no later than 10 days prior to the second Tuesday of each month.

W-9:

An updated W-9 is required before any payments are made.

LIABILITY INSURANCE REQUIRED

No Contract shall be issued until Contractor has furnished satisfactory proof of a liability insurance policy in full force 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 another person other than the Contractor. Cancellation or reduction of insurance shall automatically suspend this contract and no further work shall be done.

LIABILITIES

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

CONTRACT REVOCATION OR SUSPENSION

The Community Services Director or duly authorized representative 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 any opportunity for hearing before the City Council upon ten (10) days personal notice to the Contractor.

Sealed Bids shall be received until **2:00 p.m. Thursday, March 26, 2026** at the City Clerk's office, 30 E. Eau Claire St., Rice Lake, Wisconsin. Bids shall be opened after **2:00 p.m.** in the Council Chambers, 30 E. Eau Claire St., Rice Lake, Wisconsin.

The City 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 City of Rice Lake.

BID PROPOSAL

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to furnish and install bituminous hot mix patching in strict accordance with the Specifications, within the time set forth therein, and at the prices stated in the attached proposal forms.

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.

PROPOSAL FORM

Furnish and Installation of Bituminous Hot Mix Patching Per Square Yard

Item No.	Description of Contracted Services	Unit Price per 2.5 inch mat:	Unit price per each additional 0.5 inch mat:
1.	F & I Bituminous hot mix patching 0 to 25 Sq. Yd.	\$	\$
2.	F & I Bituminous hot mix patching 26 to 75 Sq. Yd.	\$	\$
3.	F & I Bituminous hot mix patching 76 Sq. Yd. And greater.	\$	\$

Item No.	Description of Contracted Services	Unit Price is per <u>TON</u> up to a 2.5 inch maximum depth mat:
4.	F & I Bituminous hot mix OVERLAY paving.	\$

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 that the City 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 City of Rice Lake.

The City of Rice Lake reserves the right to reject any or all bid items set forth in this proposal.

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 _____

By _____

Title _____

Address _____

Telephone Number _____

Email _____

Name

Title

Date

SEAL (if Bid is by a Corporation)