

Specifications
For
BITUMINOUS HOT MIX PAVING
and/or
ASPHALTIC PAVEMENT REMOVAL, MILLING

The City of Rice Lake will be accepting bid proposals for a contractor to mill and/or furnish and install bituminous hot mix street and parking lot paving in conjunction with their regular maintenance type work schedule. The intent of this contract is to ensure that milling and/or bituminous hot mix paving shall be done in a responsible and timely manner. The bituminous hot mix pavement and pavement milling shall be done under the following specifications:

Equipment and Workmanship:

1. **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 plant 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, properly 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.
2. **Milling Machine:** The milling machine shall be self-propelled and especially designed and constructed for milling pavements. It shall mill without tearing or gouging the underlying surface. The machine shall consist of a cutting drum with carbide or diamond tip teeth. The teeth shall be placed on the drum to mill an acceptable surface finish. The drum shall be shrouded to prevent discharge of any loosened material into adjacent areas or live traffic lanes. An acceptable dust control system shall be furnished. The machine shall be equipped with electronic devices, which will provide accurate depth, grade and slope control.
3. **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.
4. **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 Director of Community Services. Compaction equipment used shall be of standard design necessary for workmanship required by this contract.
5. **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.
6. **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 sub-grade:** Contractor shall provide all equipment, materials and labor necessary to produce a finished base course foundation for the bituminous hot mix paving. The base course shall be constructed as to allow for the maximum depth of compacted bituminous hot mix placement directed. 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, to finish section.

4. Finishing: Contractor shall provide equipment adequate to meet necessary compaction tests and provide for a good, true surface.
5. 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.
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 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.
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 Community Services.
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 Mix Design used for city projects shall be, Type 4 LT 58-28 S, and Type 4 MT 58-34 H. Any deviation from the designated mixture types will require approval of the Director of Community Services Dept. or duly authorized designee.
11. Bituminous Aggregate: Aggregates to be used shall conform to the requirements as shown in the 2024 Department of Transportation, Standard Specifications.
12. Material Requirement: Bituminous hot mix material shall be paved in work like manner with a minimum of 100 ton per hour output.

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 407.
2. Mix Design: The Contractor shall provide a 'mix design' for asphaltic materials five (5) days prior to the paving of each individually specified project.
3. Test Specimen: The Director of Community Services 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 Director of Community Services.

Milling Construction Methods:

1. The Milling 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 Director of Community Services or duly authorized designee.
2. The sequence of the milling operations shall be such that at the completion of the working day the ends of the milling 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. Any salvaged materials will be transported from the job site to the location specified by the Director of Community Services or duly authorized designee. During non-working hours, the roadway shall be cleared of all materials and equipment unless approved by the Director of Community Services or duly authorized designee.
5. The Director of Community Services 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. Director of Community Services or duly authorized person(s) shall determine elevations and/or cross sections.
2. Contractor shall proceed with repair/replacement within ten (10) working days from time of notification from the Director of Community Services 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 Director of Community Services or duly authorized person(s).
5. Final utility adjustments shall be deemed incidental to each project.
6. Contractor shall give written notification to Police, Fire and Community Services Depts. of the municipality at least twenty-four (24) hours before closing off or in any way affecting through vehicular traffic on any street.
7. Contractor shall not litter premises in the process of completion of any part of this contract.
8. Contractor shall provide Director of Community Services or duly authorized person(s) with current information regarding contract jobs at all request.
9. Contractor shall have a qualified person(s) in charge and shall give the name(s) to the City.
10. 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.
11. 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 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.
12. 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.
13. Contractor shall list any special conditions with bid or City shall expect Contractor to be in complete agreement with all parts of this contract.
14. 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.
15. This contract shall be to furnish and install bituminous hot mix street parking lot, and Athletic Surfaces, paving where financed by City monies and shall not be construed to cover patching, plumbers' holes or projects funded through secondary sources, either in full or partial, but not limited to such projects as Federal Highway Safety projects, Federal Urban Aid projects, State primary and secondary projects, Economic Development projects or recreational projects.
16. 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.
17. Contractor shall not perform extra work without authorization of Director of Community Services or duly authorized person(s).
18. Gradations and amounts to be used shall be set by the Director of Community Services or his duly authorized person(s) as deemed necessary per job.
19. Anticipated amounts to be paved shall be available upon request to the City of Rice Lake Community Services Dept., 910 S. Wisconsin Ave, Rice Lake, Wisconsin and are also included in **Attachment #1**.
20. Contract shall be for one (1) year from date of bid.

METHOD of PAYMENT - Bituminous Hot Mix:

The payment shall be full compensation for furnishing, preparing, hauling, mixing and placing of all materials, including asphaltic materials and tack coat between mats; for compacting mixtures; for preparing foundation; and, for all labor, tools, equipment, and incidentals, including maintenance, necessary to complete the work. Bituminous Hot/Warm Mix paving shall be paid for at the contract unit price per ton with and without base preparation which is incidental to the overall unit price.

METHOD of PAYMENT - Bituminous Removal:

The payment shall be full compensation for removing, hauling (if required), stockpiling, including any necessary processing; and for furnishing all labor, equipment, tools, and incidentals, including maintenance, necessary to

complete the work as specified. Bituminous Milling will be measured at the contract unit price per square yard of area completed specification.

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.

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 sub-organizations provide assurances to the CONTRACTOR that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

LIABILITY INSURANCE REQUIRED:

No Contract shall be issued until Contractor has furnished satisfactory proof that he has in full force and effect a public liability insurance policy in a company authorized to do business in the State of Wisconsin for his total operation in the amount of a One Million Dollar (\$1,000,000) complete liability umbrella policy covering injury, death or destruction of property of any person other than the Contractor. Proof of such policy shall be provided upon request.

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 Director of Community Services Dept. 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 Street, 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 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 perform all work, 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.

The following abbreviations are used in this proposal:

F & I Furnish & Install

BIDDER agrees to perform all work described in the Specification Documents for the following unit prices.

PROPOSAL FORM

Furnish and Installation (F&I)

Item #	Description of Bid Item:	Unit Price
1	F & I Bituminous Hot Mix (4 LT 58-28 S) per standard ton with preparation.	\$
2	F & I Bituminous Hot Mix (4 MT 58-34 H) per standard ton with preparation.	\$
	Milling of Pavement:	
3	Mill and remove asphalt pavement per square yard, up to a maximum depth of two (2) Inches. (Haul to city yard)	\$
4	Mill and remove asphalt pavement per square yard, up to a maximum depth of two (2) Inches. (Haul to location of your choosing)	
5	Mill concrete pavement per square yard, up to a maximum depth of two (2) Inches. (Haul to City yard)	\$
	Pulverizing Asphaltic Pavement:	
6	Pulverize asphaltic pavement per square yard, up to a maximum depth of twelve (12) Inches, includes shaping (provide grader & compactor) Excess material hauled to City yard.	\$
7	Pulverize asphaltic pavement per square yard, up to a maximum depth of twelve (12) Inches, City provides shaping.	\$
	Removing Asphaltic Surface	
8	Remove asphaltic surface per square yard, grade and compact base to provide a drivable surface	\$
9	Fine grading for asphalt paving per square yard	\$

See Attachment #1 for 2026 projects

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. 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.

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

2026 CIP Street Pave/Reconstruct List	
Wisconsin Ave - Buck to Knapp	1.5" Mill
Wilson Ave - Messenger to Knapp	3" Pulverize or Removal of Asphaltic Surface
Newton St - Tainter to Cornell	2.5" Pulverize or Removal of Asphaltic Surface
Phipps Ave - Allen to Buck	2.5" Pulverize or Removal of Asphaltic Surface
Skating Rink	2"