

**Town of Oakland
Douglas County, Wisconsin
6152 S County Road K
South Range, WI 54874**

Revised 6-26-2020-BAC

This contract shall be governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this contract.

I. GOVERNING SPECIFICATIONS:

- a. The Wisconsin Department of Transportation "Standard Specifications for Highway and Structure Construction," 2012 Edition, as amended by Supplemental Specifications, shall apply on this contract except as specifically modified or altered hereinafter.
- b. The Town of Oakland holds the required Douglas County Conditional-Use Permit for Non-Metallic Mine and the Non-Metallic Mine Reclamation Permit in compliance with NR 135 for each location.
- c. The Contractor shall be responsible for obtaining any additional permits or regulatory requirements as prescribed by law.

II. NATURAL MATERIAL SOURCES:

- a. The Contractor shall be responsible for non-metallic mine site development and crushing, screening, and stockpiling aggregate at the following site owned by the Town of Oakland:
 1. **Tri Lake Road Pit** –5789 E. Tri Lakes Road, South Range, WI.

III. WATER QUALITY PROTECTION:

- a. The Contractor shall be responsible for the control of storm and ground water during all active operations and upon project completion, including water retention, pumping, and managing. Such controls shall be in accordance with WDNR rules and regulations and conform to the standards of Wisconsin's Best Management Practices for Water Quality.

IV. NOTIFICATION:

- a. The Contractor shall notify the Town of Oakland no less than 5 calendar days in advance to schedule a pre-operations conference to be held at each site.
- b. The Contractor shall notify the Town of Oakland and receive approval from the Town of Oakland for the following:
 1. Start Notice – No less than 24 hours prior to start of crushing operations.
 2. Material Test Failure – No more than 24 hours after gaining knowledge of any failing test.
 3. Completion Notice – No more than 24 hours after completion of crushing operations.

V. SITE PREPARATION:

- a. The Contractor shall submit separately the cost of site preparation. The Town of Oakland may choose to reject this part of the Contract and do site preparation in coordination with the Contractor. The site preparation shall include but is not limited to clearing, grubbing, and stripping an area adequate to meet the desired quantities.
- b. The Town of Oakland will coordinate with the Contractor during the pre-operations meeting to identify and stake out the areas to be prepared and mined.
- c. The Contractor shall be responsible for the installation of erosion control measures as approved by the Town of Oakland prior to commencement of any crushing operations. Any and all erosion controls measures shall become the property of the Town of Oakland and shall remain installed upon project completion.
- d. All stumps, vegetation, and other waste materials shall be separated from stripped overburden (topsoil).
- e. All stripped overburden (topsoil) shall be stockpiled in a windrow fashion adjacent to the mining area.

VI. AGGREGATE PRODUCTION & STOCKPILING:

- a. All aggregate stockpile locations shall be as directed and approved by the Town of Oakland prior to any related Contractor operations.
- b. All aggregate stockpile locations shall be level, clear of all debris, and easily accessible by large vehicles/equipment.
- c. A course base pad shall be installed at all aggregate stockpile locations of sufficient size to contain the entire stockpile base prior to aggregate stockpiling to prevent ground-level mixing of undesirable materials during subsequent loading activities.
- a. The aggregate material shall be stockpiled in a manner so as to minimize segregation and promote a well-blended aggregate.
- b. All operations necessary in building, shaping, or blending of the stockpile, shall be at the expense of the Contractor with no additional Town of Oakland compensation.

VII. MATERIAL BLENDING:

- a. Any and all materials from within the limits of the proposed pit area shall be available to the Contractor for any blending needs.

VIII. AGGREGATE FOR SURFACING:

- a. The material to be produced under this contract is to be used for aggregate base surfacing of unpaved roadways. All final material produced shall meet the **WI/DOT 305.2.2.1 3/4 inch Modified.**
- b. Gradation Requirements:

Sieve Size	% Passing by weight
1”	100
3/4”	95-100
3/8”	50-90
No. 4	35-70
No. 10	15-55
No. 40	10-40
No. 200	5-15*

* 8.0 - 15.0 percent if base is >50% Gravel

- c. The Contractor shall be responsible for producing material in compliance with the specifications herein prescribed. In the event specifications cannot be met with on-site or near-by material, the Contractor shall notify the Town of Oakland immediately. The Town of Oakland will discuss options with the Contractor and an alternative agreement may be considered. The Contractor still may be required to add specific types of fine or coarse materials from outside sources to augment existing materials.

IX. SAMPLING AND TESTING:

- a. Production samples of material shall be taken and tested by the Contractor or its agents using the standard methods prescribed by the WI/DOT and all results shall be provided in writing to the Town of Oakland prior to material approval by the Town of Oakland.
- b. Testing shall be performed at the Contractor's expense and shall be considered incidental to the cost of aggregate production.
- c. The frequency of sampling shall be at the discretion of the Contractor but shall be no less than three total samples, one at 5,000 tons of material produced, one at 15,000 tons, and another at 20,000 tons.
- d. All samples shall be individual samples taken from stockpile locations representative of the material being produced. Averages of multiple samples shall not be considered.
- e. The Contractor shall retain initial split samples for verification testing for each location. Each sample shall be clearly identified and stored in a safe location accessible to the Town of Oakland.
- f. If deemed necessary, verification testing will be performed by an independent contractor hired by the Town of Oakland. Any differences between the Contractor's test results and the Town of Oakland's verification test results are acceptable if within the following tolerances:

Sieve Size	Acceptable difference
1"	+/- 6%
¾"	+/- 6%
3/8"	+/- 5%
#4	+/- 4%
#8	+/- 4%
#10	+/- 4%
#30	+/-4%
#40	+/- 4%
#50	+/- 3%
#200	+/- 2%

X. MATERIAL ACCEPTANCE:

- a. The Town of Oakland will accept aggregate material based on the Contractor’s tests unless it is shown through verification testing that the Contractor’s tests are in error.
- b. A price reduction schedule is provided in the event that the material does not meet the specifications as called for herein.

XI. TEST FAILURE:

- a. The Contractor shall notify the Town of Oakland within 24 hours upon gaining knowledge of any failing test.

XII. NON-CONFORMING MATERIAL:

- a. The Town of Oakland reserves the right to reject any and all non-conforming material produced by the Contractor.
- b. Only one price deduction will be applied to the total contract value based off the contract quantity for each mine. In the event more than one failing sieve size occurs, the greater price reduction shall be applied.
- c. Based upon individual sample test results, the following acceptance schedule shall apply (Percent Passing Outside Specification Limits):

All Sieve Sizes	Acceptance Method
0.1% to 1.0%	Substantial Compliance
1.1% to 3.0%	5% to 10% price reduction
3.1% to 5.0%	10% to 20% price reduction
Greater than 5.0%	50% to 100% price reduction

- d. Acceptance method and corresponding percent price reduction shall be as determined and called for by the Town of Oakland.
- e. The Contractor may perform corrective actions such as crushing additional passing material to replace failing material and/or crush additional material and blend with failing material by running through the crusher again. Any proposed corrective actions performed by the Contractor shall be approved by the Town of Oakland prior to performing such work. Upon completion of corrective actions to the satisfaction of the Town of Oakland, the Town of Oakland will re-sample the materials to determine eligibility for acceptance.
- f. Material which is produced and is considered unacceptable shall be the property of the Town of Oakland.

XIII. MEASUREMENT OF QUANTITIES:

- a. The Contractor shall provide an automatic conveyor scale that will be continuously loaded into stockpiles in the pit.
- b. The conveyor scale shall meet the following requirements:

1. The conveyor frame on which the scale is mounted shall be equipped with leveling bubbles and shall be leveled as required by the Town of Oakland, and the conveyor shall be equipped with an automatic brake to prevent the belt from slipping back when the conveyor is stopped.
 2. The conveyor scale shall be equipped with a belt speed pick-up that will continuously measure belt speed and with a device that will integrate belt speed and weight and will record the results on the continuous totalizer.
 3. The weight detecting unit of the scale shall be placed near the discharge end of the conveyor belt, and a surge hopper shall be placed ahead of the weighing unit, and it shall be equipped with a telltale relay control to maintain the material being weighed with a uniform depth in the hopper.
- c. In each pit, the conveyor scale shall be checked for accuracy against a platform scale prior to production of materials. Any change in the setup within individual pits shall require additional checks.
 - d. The Contractor's belt reading on the scale shall be zeroed at each pit. The Contractor shall not start operations until the belt scale is verified by the Town of Oakland and Contractor at each site.
 - e. The Contractor shall complete a "Crushed Aggregate Production Reporting Sheet" at the end of each day where aggregate was produced in either location and provide said sheet to the Town of Oakland as called for and determined by the Town of Oakland.
 - f. At its own discretion, the Town of Oakland may provide a truck for scale checks. In the event the Town of Oakland provides a truck, the Contractor shall load the truck as called for by the Town of Oakland and the associated belt weight readings shall be verified and made available to the Town of Oakland.
 - g. In the event the conveyor scale varies by more than 10 percent (10%) from any scale accuracy check, the Town of Oakland will direct the Contractor to cease all operations.
 - h. The Contractor and Town of Oakland shall jointly verify final belt readings for each pile produced in each pit.

XIV. INCREASED OR DECREASED QUANTITIES:

- a. The Town of Oakland reserves the right to increase or decrease the final material quantities in either pit by the amount of +/- 10% without any adjustment in the per unit price.

XV. REHABILITATION:

- a. Upon project completion, the Contractor shall be responsible for final site rehabilitation, including but not limited to, sloping faces to one to three slope, piling/spreading waste materials, cleaning debris, and leveling any temporary material piles.
- b. The Contractor shall remove all garbage or other trash debris from the sites to the satisfaction of the Town of Oakland.
- c. The Contractor shall have a sufficient number of spill containment kits on-site for the amount and types of equipment present at all times while performing under this Contract. Hazardous material spills must be reported to the WDNR immediately. The Purchaser agrees to report all spills immediately upon detection to the WDNR 24-Hour Emergency Hotline at 1-800-943-0003. Any hazardous material spills will be properly contained and cleaned-up by the Contractor at the Contractor's expense, as directed by the WDNR.