

Removal & Disposal of Unsuitable Material

The intent of these specifications is to ensure the City of Rice Lake that removal of unsuitable material as directed shall be done in a responsible and timely manner.

NATURE OF WORK:

Work shall include the removal of unsuitable material from roadways, alleyways and parking lots as directed in conjunction with the City of Rice Lake Community Services Dept. Removal base grading shall be to grades indicated/set by the Community Services Director or duly authorized representative.

EQUIPMENT:

Equipment and tools necessary for performing all parts of the work 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 is obtained.

REMOVAL:

Undesirable material shall be removed as deemed necessary by the Director of Streets or duly authorized representative. The contractor shall provide equipment and operators required for performance of said operation.

NOTICE:

It shall be the duty of the City, in conjunction with the Contractor to notify any public and private individuals, firms and corporations affected by the work to be done at least twenty-four (24) hours before such work is to commence.

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. Costs associated with negligent operation of equipment will be the responsibility of the contractor.

ADJUSTMENTS:

The City of Rice Lake shall be responsible to adjust all utilities to a finished grade.

PROTECTION:

The Contractor and the City shall erect or cause to be erected and maintain suitable barricades and detour routes and employ such watchmen as may be necessary to exclude traffic from excavation area.

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 (\$1,000,000.00) 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.

W-9:

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

LIABILITIES:

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

GENERAL:

1. The Contractor, indicated, represents all parties in interest and that excavation constructed is for the bona fide purpose of providing necessary reconstruction of city streets.
2. Excavations shall be made as to cause the least interference with traffic.
3. No revisions or additions shall be made to this contract without written permission of the Community Services Director or duly authorized person(s).

4. The City of Rice Lake reserves the right to make such changes, additions, repairs and relocations within statutory limits, on the right of way at any time it may be considered necessary to facilitate the relocation, reconstruction, widening, and maintaining of the highway or to provide proper protection to life and property on or adjacent to the highway.
5. Contractor shall conduct operations in compliance with all applicable laws.
6. City will assign job site inspectors as deemed necessary by Community Services Director or duly authorized person(s). No work shall be done in the absence of job inspectors without prior approval.
7. Contractor shall not litter premises in the process of completion of any part of this contract.
8. Contractor shall provide us or duly authorized person(s) with current information regarding contract jobs at all requests.
9. Contractor shall have a qualified person(s) in charge and shall give the name(s) to the City.
10. These specifications constitute 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. Failure of the City at any time to require performance by the contractor of any provisions hereof shall in now way effect the right of the City thereafter to enforce the same, nor shall waiver by the City of any breach of such provisions or as a waiver of any provision itself.
12. No assignment of the contract or any right occurring under these specifications shall be made in whole or part without the express written consent of the City.
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 form injury to person(s) or damage to property out of work done in performance of this contract.
14. Contractor shall be responsible for any damage occurring as a result of this contract excavation.

CONTRACT REVOCATION OR SUSPENSION:

The Community Services Director or duly authorized person(s) 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.

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.

PAYMENT:

Payment for unsuitable materials contract shall be according to hourly rates bid as a part of this contract and approved by the job inspector. Equipment preparation, maintenance and mobilization are incidental to the bid hourly rate. Bills must be received at the Community Services Dept. no later than 10 days prior to the second Tuesday of each month.

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 at **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 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 perform all work 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.

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

BIDDER agrees to perform all work described in Specification Document for the following Hourly Rates:

PROPOSAL FORM

Furnish Equipment and Operators for Removal of Unsuitable Material.

Item No.	Bid Item Description	
1.	Excavator of at least 1 yard capacity 360 degree turn radius	
	Type Machine Proposed	
	Bucket Size	
	Hourly Rate	\$
2.	Track Type Dozer, Minimum 65HP, 8 ft. dozer, 6-way control blade	
	Type of Machine Proposed	
	Size	
	Hourly Rate	\$
3.	Truck of at least 12 yard capacity	
	Type of Truck Bid	
	Size	
	Hourly Rate	\$
4.	Vibrating Sheep's foot or Smooth Drum Compactor	
	Type of Unit Bid	
	Size and Weight	
	Hourly Rate	\$
5.	Tracked Skid steer	
	Type of Unit Bid	
	Size and Weight	
	Hourly Rate	\$

Mobilization of all equipment shall be the responsibility of the BIDDER and considered incidental to the rate proposed. 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

SEAL (if Bid is by a Corporation)