

SPECIAL CONDITIONS AND DETAILED SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE

1. PROJECT OR DEMOLITION AREA

The work under this Contract consists of razing and **removing all structures on the site**, excavation, grading, filling, removal of all exterior and interior junk and debris, weeds, and brush, and all incidentals necessary to provide the Redevelopment Authority of Fond du Lac with a cleared site, in accordance with City and State codes, at:

**467 Walker Street
Fond du Lac, WI 54935**

- **Building must be demolished within 30 days of the accepted bid.**
- **Water, electric and gas have been discontinued.**
- **All concrete and blacktop surfaces on the lot are to be removed, sidewalk and approach to remain.**
- **Retaining wall on East side is to remain.**
- **All trees to remain.**
- **There is no basement as it is slab on grade.**

******* Please note the winning contractor will have to work with Advanced Asbestos during demolition to make sure the remaining asbestos skirting around perimeter of building is removed in accordance with the asbestos removal regulations.*******

The work shall be performed in accordance with the requirements of the Redevelopment Authority of Fond du Lac specifications amended to date.

Each bidder shall place his own evaluation on working conditions, quantities of materials (salvage or debris), methods of construction used in the structure to be demolished, and other work related to this Contract. No variations from these evaluations will be considered as cause or grounds for claims for additional payments, or extensions of time for completion of all work.

Commencement of work shall be authorized by written notice from the Redevelopment Authority of Fond du Lac. The Contractor shall control the sequence of operations within the limits of these specifications.

2. SITE AND CONDITION OF PREMISES

- A. Visit site to verify conditions. Accept premises as found. Confine operation to premises of structure being removed.
- B. The condition of the building is beyond the Redevelopment Authority of Fond du Lac's control, and the Redevelopment Authority of Fond du Lac disclaims any responsibility. No representation is made by the Redevelopment Authority of Fond du Lac that the conditions or quantities of materials will remain as they were when reviewed by the bidders or contractors, during the bidding period, prior to

the award of contract(s), or during the course of the work. The Redevelopment Authority of Fond du Lac disclaims any responsibility for any such changes. The Redevelopment Authority of Fond du Lac disclaims any responsibility for any subsurface conditions, objects or materials which may not be readily apparent but which must be removed in accordance with the specifications.

3. SCOPE OF WORK

The Work under this Contract consists of razing and removing a single story structure , the contents of the building including basements and crawlways if necessary, and all junk and debris located on the exterior property areas, including any non-operating or junk motor vehicles and any accessory vehicles such as trailers, etc. The public streets, sidewalks and alleys shall be kept free of debris and mud throughout the performance of work under this contract. The public sidewalks and curbs that may serve as access for the heavy equipment shall be planked with suitable timbers to preclude any damages to said sidewalk and curbs.

Any damage to these public facilities shall be repaired or replaced with concrete at the expense of the Contractor in accordance with the City of Fond du Lac Street Construction Specifications amended to date.

All streets, alleys, sidewalks, or public places adjacent to any building or buildings shall be maintained in a litter-free condition throughout the life of this Contract.

However, should the above facilities be required for demolition operations, splash boards or deflector panels shall be erected and warning signs placed at appropriate locations to protect the general public.

When hauling debris, material shall be covered and/or hosed down with water to eliminate falling debris, dirt, dust, etc. Contractor shall be responsible for keeping existing areas clean. If areas are not kept clean, Redevelopment Authority of Fond du Lac reserves the right to have areas cleaned and deduct cost of cleaning from monies due Contractor.

4. PROSECUTION AND PROGRESS

The work under this Contract shall be prosecuted with such forces and equipment as are necessary to insure completion of all work within the time provided.

Work under the Contract shall not be started until a written order to do so has been issued by the Redevelopment Authority of Fond du Lac and shall be started within ten (10) days after the date of such notice.

It is contemplated that the building will be available for razing or removing when the Contract is executed in which case the order to start work will be issued.

In the event that the building is not available when the Contract is finally executed, the Redevelopment Authority of Fond du Lac will so notify the Contractor and the order to start work will be issued when the building becomes available.

Should the building not be available under the Contract during a one-year period and the Contractor requests release from the Contract, the Contract will be terminated as of the date of the notification of the termination of the Contract by the Redevelopment Authority of Fond du Lac.

Unless otherwise specifically provided, no additional or extra compensation or additional Contract time will be allowed due to deferment or suspension of operations. No compensation shall be provided to the Contractor in the event the City does not issue a written order to the Contractor to commence work.

The Contractor shall prosecute the work in an orderly manner to completion.

5. CUSTODY OF THE BUILDING

Upon receipt of written order by the Redevelopment Authority of Fond du Lac City to commence work, the building and its surroundings shall be under the custody of the Contractor.

6. TRAFFIC

Pedestrian and vehicular traffic shall be maintained on the streets adjacent to the premises through the life of this Contract.

The Contractor shall provide and maintain the necessary barricades, lights and such other facilities as may be necessary for the protection of the public during the period this Contract is in force in accordance with the City of Fond du Lac.

7. PERMITS AND NOTIFICATIONS

The Contractor shall procure and pay for all the permits necessary to carry out the work, including those necessary while the streets or alleys are obstructed either by operations or by the storage of equipment or materials.

The Contractor shall notify the various public utility companies to disconnect and remove such of their facilities as may be in the building, or serving them sufficiently in advance of beginning of razing operations to allow the utilities to make their disconnections.

8. DEMOLITION

THE CONTRACTOR SHALL:

Furnish all labor, equipment, tools, transportation, and incidentals necessary for the performance of the work.

Do sealing, capping or closing of valves as per the rules and regulations of authorities having jurisdiction, or under supervision of a utility company owning service.

Notify utility companies owning wires attached to the building to remove same. No demolition operations shall be started until such wires are removed.

Terminate sewer and water services in accordance with the code of the City of Fond du Lac. For information call the City Water Superintendent at 322-3680 and the City Plumbing Inspector at 322-3574.

Make certain and check that utilities such as gas, electricity, water, sewer, etc., have been shut off, disconnected and capped. Contractor shall furnish written evidence to Redevelopment Authority of Fond du Lac that utilities have been capped, prior to beginning demolition.

Notify utilities to remove all meters and other equipment which is the property of utility company.

Maintain and protect services and utilities that must remain in operation and may not be disturbed. Protect and maintain conduits, drains, sewers, pipes and wires that are to remain.

9. DISPOSAL OF MATERIALS

All materials removed from the building, including fixtures and appurtenances shall be the property of the Contractor and shall be entirely removed from the premises. The entire premises shall be cleared of all junk, refuse, debris, and materials resulting from the removal of the building and, upon completion of the work, shall be left in a neat condition. Note some existing fixtures that may be present at the time of initial inspection may be removed by the former owner.

10. BARRICADES

From the time the Redevelopment Authority of Fond du Lac turns the project site over to the demolition Contractor until the work is accepted by the Redevelopment Authority of Fond du Lac, the Contractor shall erect and maintain a four-foot (4') high fence or other approved barricade around the entire project site.

11. BACKFILLING

Use clay approved by the City of Fond du Lac for backfilling. Place fill material in 8 inch layers and compact the material until no further consolidation takes place. Provide the required compaction for each layer before placing any material for a succeeding layer. The final layer shall be topsoil suitable for planting grass. Fill to existing grades and grade to drain. Apply grass seed and suitable mulch.

Any other fill materials must be approved by the City.

12. AWARD OF CONTRACT

The Redevelopment Authority of Fond du Lac will consider the bids submitted in the proposal and reserves the right to award the work on the basis of the lowest responsible bidder.

13. CLEANING

- A. Keep property adjacent to the building clean and free from accumulation of rubbish.
- B. Do not store or permit demolished materials and equipment to accumulate on site. Remove demolished materials, equipment and debris resulting from demolition operations as it accumulates.
- C. If Contractor does not remove rubbish as specified above, Redevelopment Authority of Fond du Lac reserves the right to have work done by others at Contractor's expense.

14. WARRANTY

Repairs and replacement required because of defective work by Contractor shall be at Contractor's expense.

15. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract, shall be commenced at the time stipulated by the Redevelopment Authority of Fond du Lac in the "Notice to Proceed" to the Contractor and shall be fully completed within thirty (30) consecutive calendar days thereafter.

16. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Detailed

Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract within the specified time. The Contractor shall employ only competent foremen and experienced labor to execute the work included in the Contract.

17. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission in each case addressed to such office.
- C. All papers required to be delivered to the Redevelopment Authority of Fond du Lac shall, unless otherwise specified in writing to the Contractor, be delivered to the Community Development Director/ Executive Director RDA at 160 South Macy Street, Fond du Lac, Wisconsin, and any notice to or demand upon the Redevelopment Authority of Fond du Lac shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Redevelopment Authority of Fond du Lac at such address, or to such other representatives of the Redevelopment Authority of Fond du Lac or to such other address as the Redevelopment Authority of Fond du Lac may subsequently specify in writing to the Contractor for such purposes.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery of the mail, or in the case of telegrams, at the time of actual receipt as the case may be.

18. JOB OFFICES

- A. The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the work of Demolition and Site Clearance. These shall be located so as to cause no interference to any work to be performed on the site. The Redevelopment Authority of Fond du Lac shall be consulted with regard to locations.
- B. Upon completion of the Demolition and Site Clearance, or as directed by the Redevelopment Authority of Fond du Lac, the Contractor shall remove all such temporary structures and facilities from this site, same to become his property,

and leave the premises in the condition required by the Contract.

19. PROTECTION OF THE PUBLIC

The Contractor shall take appropriate and adequate measures to protect the public from his demolition and debris-removal operations. All materials being removed shall be wet down with water to reduce dust as demolition proceeds. The work site shall be barricaded or fenced in such a manner that the public is effectively excluded from dangerous or hazardous areas created by the Contractor's operations. Perimeter sidewalks may be closed, with permission of the City. If sidewalks are damaged as a result of the Contractor's work, the Contractor shall repair all damages in a manner satisfactory to the City.

20. WORK REQUIRED BELOW GRADE

In addition to the demolition of the building or superstructure within the project worksites, the Contractor shall remove entire foundation including all floors and walls.

21. DISPOSAL OF DEMOLITION WASTES

All waste building materials generated by the demolition operations, shall be disposed of by the Contractor at a disposal site licensed by the State of Wisconsin located and provided by him. Building demolition wastes are not accepted at the locally-operated solid waste disposal site, and the Redevelopment Authority of Fond du Lac does not have any other site available for disposal of this type of waste. Open burning of wood wastes or any other type of material is not permitted within the City limits by City ordinance. The Contractor shall make his own arrangements for the use of privately owned site for disposal of the project wastes; the Redevelopment Authority of Fond du Lac assumes no responsibility for providing an acceptable disposal site.

22. SEWER AND WATER LATERALS

Prior to the start of demolition operations, the Contractor shall properly close all building sanitary sewers at a point behind the curb. The sewers shall be disconnected behind the curb and properly sealed.

The Contractor shall call the City Plumbing Inspector when the sewer is to be disconnected. The sewer shall not be covered until the seal has been checked and approved by the City Plumbing Inspector.

The Water Utility Superintendent shall be notified at least forty-eight (48) hours in advance of the commencement of the work by the Contractor so the Contractor may be advised as to how the water lateral may be cut off. The Contractor shall be responsible for any damages done to the laterals as a result of his operation.

23. PROTECTION OF OTHER UTILITIES

The Contractor shall, at least forty-eight (48) hours in advance of beginning demolition work on the project site, notify Alliant Utilities and Ameritech of his intent so to do, in order that they may provide the Contractor with proper information and direction concerning electric power, natural gas, and telephone services existing on or in the demolition site. The Contractor, through the above contacts with said utilities, shall verify that any and all such existing services are properly abandoned, cut off, or protected before he begins his demolition operations, so that his own personnel and the public are protected from potential hazards or inconveniences caused by accidental disruption of such utility services. Notify Digger's Hotline at least three (3) work days prior to commencement of work.

24. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this heading. A certificate of insurance shall accompany the signed Contract and shall be filed with the Redevelopment Authority of Fond du Lac as proof of such insurance, which shall also not be cancelable in less than thirty (30) days upon written notice to the insured and the City. All insurance premiums shall be the obligation of and shall be paid by the Contractor.

Insurance requirements under this heading and during the term of the Contract shall provide protection for the Redevelopment Authority of Fond du Lac, the Contractor, and any subcontractor performing work covered by this project from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this project, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be:

1. Workmen's Compensation Insurance to meet Wisconsin Statutory requirements.
2. Automobile Liability Insurance: limits of liability applicable to automobile insurance shall be not less than \$2,000,000 combined single limit to include all owned, non-owned and hired automobiles.
3. General Liability and Property Damage Insurance limits shall not be less than:
 - a. General Aggregate\$2,000,000
 - b. Products-Completed Operations
Aggregate\$2,000,000

c. Each Occurrence\$2,000,000

25. CONTRACT DOCUMENTS

Contract documents to be completed upon award of contract include the following:

Certificate of Insurance

26. EROSION CONTROL

Contractor shall protect all on-site catch basins, or public storm sewer inlets, located near the site from possible contaminated runoff of soil and/or demolition materials. Protection techniques shall be chosen from a resource such as, *"Wisconsin Department of Natural Resources Construction Site Handbook"*.

27. PROTECTION OF NEARBY BUILDINGS

Contractor is responsible for protection of other buildings and personal property near to the job site.

28. ASBESTOS

Disposal of Asbestos shall be per Wisconsin Department of Natural Resources standards NR447 if applicable.

30. CONTAMINATED SOILS

If during the course of removing underground structures such as the foundation or basement, the Contractor encounters soils that appear to be contaminated the following procedure should be followed:

- (a) Notify the Chief Inspector at 920-322-3570.
- (b) Place the contaminated soil back in the same area from which it came. **DO NOT** move the contaminated soil to another location or spread it around.

31. LIABILITY

Nothing contained within this agreement is intended to be a waiver or estoppel of the contracting municipality or its insurer to rely upon the limitations, defenses and immunities contained within Wisconsin law, including those contained within Sections 893.80, 895.52 and 345.05, Wis. Stats. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

File No. 2025-074

PROPOSAL

DEMOLITION & SITE CLEARANCE FOR PROPERTY

LOCATED AT 467 Walker Street

SEALED BIDS DUE: July 31st, 2025 @ 2:30 PM

To: Comptroller Department
Attn: Cameron Fails
C/O 467 Walker St Demo Bid
PO Box 150
160 South Macy Street
Fond du Lac, WI 54936-0150

We, the undersigned, propose to completely furnish all materials, equipment and labor necessary to complete the requirements listed in the Detailed Specifications at a cost as follows:

_____ (\$_____)
Estimated Time of Completion: _____ Calendar Day (s)
Start Date*: _____

Name of Bidder _____

By _____ Title _____

Bidder's Address _____

Date of Bid _____

Phone Number _____

*Bidder may submit a proposal with different start dates if it results in any cost savings.

Duplicate form as needed for submitting proposals with different start dates and costs.