



**SPECIFICATIONS FOR  
BUILDING DEMOLITION AND SITE  
CLEARANCE  
FOR  
129 FOREST AVENUE  
(Former Pinky's Gas Station)**

**City of Fond du Lac  
Department of Community Development  
Dyann Benson  
Redevelopment Planner  
920-322-3443**

**SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE**  
**Former Pinky's Gas Station**  
**129 Forest Avenue, Fond du Lac, WI**  
**May 2012**

**Site Location and Layout:** 129 Forest Avenue, Fond du Lac, WI (Figures 1 and 2).

**DEMOLITION AND SITE CLEARANCE**

1. PROJECT OR DEMOLITION AREA

The work under this Contract consists of demolition and removal of all buildings, excavation, grading, filling, removal of all exterior and interior junk and debris, weeds, and brush, and all incidentals necessary to provide the City with a cleared site, in accordance with City and State codes, at 129 Forest Avenue, Fond du Lac, WI.

Bid amounts must be submitted on the attached proposal sheet. Please submit your bid by completing the Bid Sheet and delivering it to the City of Fond du Lac, Office of the City Clerk, Attn Ms. Dyann Benson, by 12 noon on Thursday June 7<sup>th</sup>, 2012.

The work shall be performed in accordance with the requirements of the City 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 City. The Contractor shall control the sequence of operations within the limits of these specifications. The activities shall be completed within 45 days of award of the work.

2. SITE AND CONDITION OF PREMISES

- A. Visit site to verify conditions. Accept premises as found. Confine operation to premises of structure(s) being removed.
- B. The property is vacant, and the condition of the building is beyond the City's control. The City disclaims any responsibility that the representations made by the City regarding 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, or during the course of the work. The City disclaims any responsibility for any such changes. The City 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 structure demolition and debris removal of the former convenience store building, small shed, perimeter fence, the contents of all buildings, including above grade concrete slabs or below grade footings associated with the building, and all junk and debris located on the exterior property areas. Included in the demolition scope is the removal of 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, litter, 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 public streets, sidewalks, alleys, and curbs 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. Where the use of these public pathways are required for demolition operations, splash boards or deflector panels shall be erected and warning signs placed at appropriate locations to protect the general public.

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.

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, City reserves the right to have areas cleaned and deduct cost of cleaning from monies due Contractor. Although not anticipated, if dewatering is required, the water removed shall be pumped into a tanker truck certified to haul petroleum impacted groundwater and properly disposed as same.

### 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 City and shall be started within ten (10) days after the date of such notice.

It is contemplated that the buildings will be available for demolition when the Contract is executed in which case the order to start work will be issued.

The Contractor shall prosecute the work in an orderly manner to completion. The demolition and site clearing activities will be finished within 45 days of award.

5. CUSTODY OF THE BUILDING

Upon receipt of written order by the City to commence work, the buildings and their surroundings shall be under the custody of the Contractor. The Contractor has exclusive rights to salvage.

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 buildings, 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 buildings 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 920-322-3680 and the City Plumbing Inspector at 920-322-3574. Sanitary sewer and water run to the building, but if septic tanks are present, they shall be abandoned per WI SPS 383.03(2) and any other applicable laws or codes. Any private well shall be abandoned in accordance with WI Administrative Code NR100 and any other applicable laws or codes.

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 City that utilities have been capped, prior to beginning demolition. Petroleum underground fuel

tanks will be abandoned according to Wisconsin Department of Commerce requirements, as described in a separate bid specification for this property. The tank removal activities will take place shortly after completion of the activities described in this bid specification.

Notify utilities to remove all meters and other equipment which is the property of the 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 buildings, 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 buildings and fence and, upon completion of the work, shall be left in a neat condition. Note some fixtures that may be present at the time of initial inspection may be removed by the former owner.

The Contractor shall follow all applicable local, state, and federal laws, regulations and requirements for the disposal of lead, asbestos, and other routinely encountered hazardous substances.

#### 10. BARRICADES

From the time the City turns the project site over to the Contractor until the work is accepted by the City, the Contractor shall take steps to protect public safety by protecting areas of excavation. Overnight or during periods when workers are not actively monitoring the site, a fence or other protective boundary will be erected to keep the public from entering open excavation areas or other potential safety hazards.

#### 11. BACKFILLING

The former building footprint concrete pad and footings, if present, must be backfilled to grade. Backfill shall consist of granular imported fill that can be compacted to form a suitable surface for vehicle traffic. Place fill material in 12 inch layers and compact before placing the succeeding layer. The final layer shall be base coarse gravel or other material suitable for vehicle traffic. Fill to existing grades and grade to drain to the adjacent street to the east or south.

Restore rutted grass surfaces with topsoil and grass seed. Any other fill materials must be approved by the City.

#### 12. AWARD OF CONTRACT

The City will consider the bids submitted in the proposal and reserves the right to accept

or reject any or all bids and to accept the bid deemed most advantageous to the City.

13. CLEANING

- A. Keep property adjacent to buildings 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, City 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 City in the "Notice to Proceed" to the Contractor. The project shall be fully completed within ninety (90) days of the date of award by the City.

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, English-speaking foremen and experienced labor to execute the work included in the Contract.

Demolition, clearance, disposal, and site preparation will be by contract with the City and Contractor, with subcontracts to be the full responsibility of the Contractor.

The Contractor is responsible for complying with all State and local laws.

The City is discharged from any liability related to the demolition and disposal of debris.

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 City shall, unless otherwise specified in writing to the Contractor, be delivered to Community Development at 160 South Macy Street, Fond du Lac, Wisconsin, and any notice to or demand upon the City 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 City at such address, or to such other representatives of the City or to such other address as the City 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 City shall be consulted with regard to locations.
- B. Upon completion of the Demolition and Site Clearance, or as directed by the City, 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. As necessary, 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 buildings or superstructure within the project worksites, the Contractor shall completely remove the entire foundation and backfill as outlined in section 11.

## 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 in accordance with WI Administrative Code NR 500 and any other applicable laws or codes, located and provided by him. Building demolition wastes are not accepted at the locally-operated solid waste disposal site, and the City 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 City 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 or mains 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 to do so, 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. The contractor shall 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 Risk Coordinator 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 City, 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 \$1,000,000 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

An asbestos inspection was completed on the property on December 15, 2011. No asbestos containing building materials (ACBM) were found during the inspection. During building demolition, a licensed asbestos inspector from ATS will be available to visit the site if any potential asbestos containing building material previously unidentified is encountered.

A copy of the report will be provided to the Chief Inspector and the winning bidder. If additional ACBM is found, all permits and procedures required by the Wisconsin Department of Natural Resources (WDNR) shall be obtained and followed in the removal and disposal of the asbestos containing materials.

29. LEAD BASED PAINT

A lead based paint inspection was completed on the property on December 15, 2011. Approximately 128 square feet of red painted metal store front curtain and 4 tons of white painted concrete contain lead at a level above 0.06%. These materials will require special handling if they will be recycled. Otherwise, standard demolition practices and disposal of the building materials as construction debris in a DNR approved landfill is acceptable.

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 Dyann Benson, City of Fond du Lac Redevelopment Planner at 920-322-3443.
- (b) Leave the contaminated soil in place, if possible. **DO NOT** move contaminated soil to another site, or spread it around on this property. If precipitation appears likely, place contaminated soil that was excavated on plastic or other impermeable surface, and cover with plastic.

**PROPOSAL BID SHEET**

**DEMOLITION AND SITE CLEARANCE**

**Former Pinky's Gas Station Property**

**129 Forest Avenue, Fond du Lac, WI**

Return To: City of Fond du Lac  
Office of the City Clerk  
Attn: Ms. Dyann Benson  
PO Box 150  
160 South Macy Street  
Fond du Lac, WI 54936-0150

DUE DATE: Noon, Thursday, June 7, 2012

Bids may be mailed, hand delivered, faxed to (920) 322-3471, or emailed to [dbenson@fdl.wi.gov](mailto:dbenson@fdl.wi.gov).

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:

129 Forest Avenue \$ \_\_\_\_\_

Name of Bidding Firm \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Bidder's Address \_\_\_\_\_

Date of Bid \_\_\_\_\_

Phone Number \_\_\_\_\_

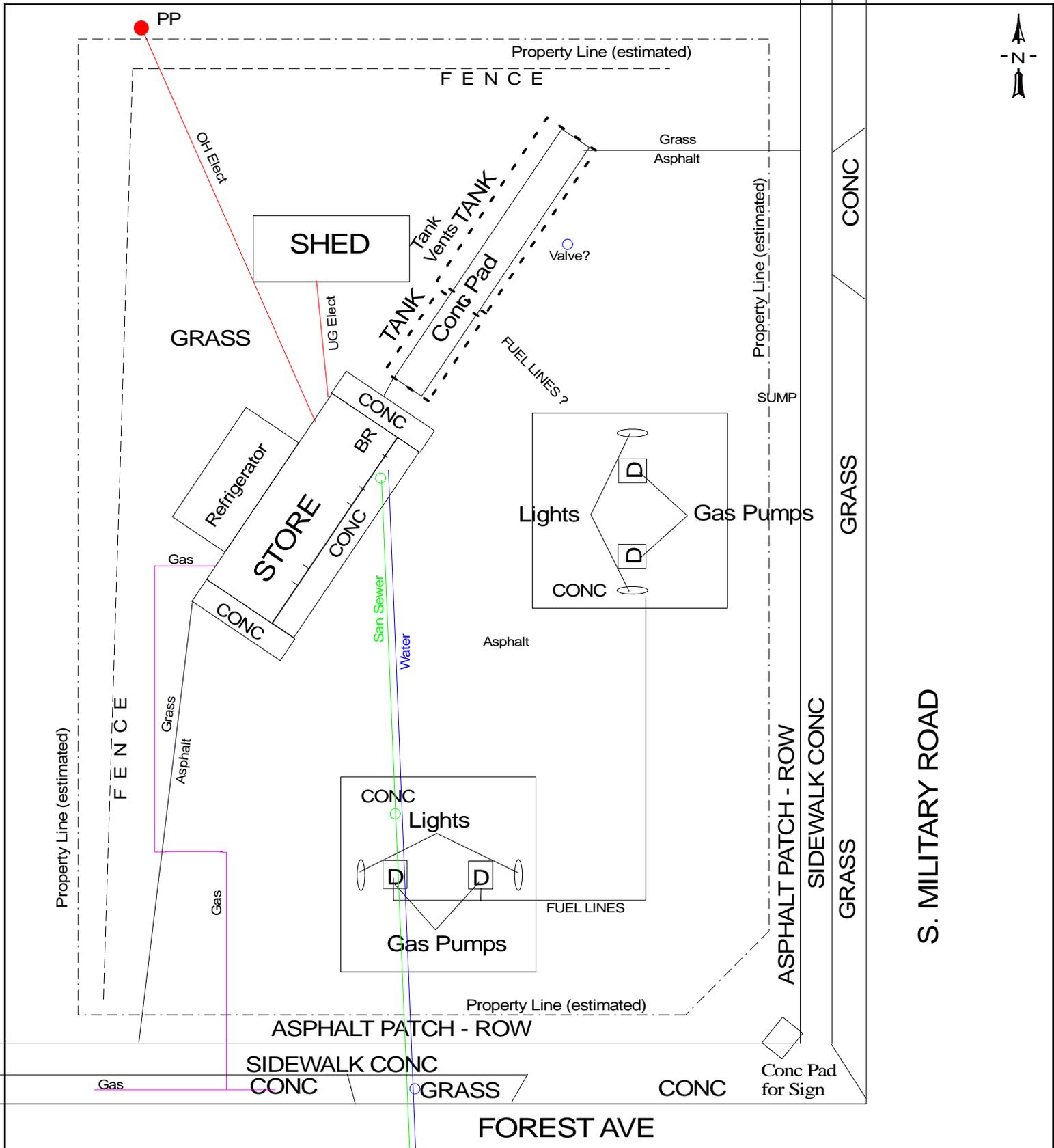
# Fond du Lac County, WI



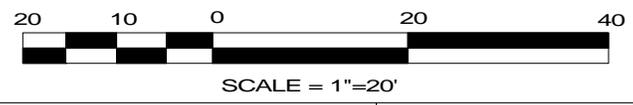
**FIGURE 1: SITE LOCATION AND TOPOGRAPHY**

Disclaimer: The information displayed on this map was obtained from the Fond du Lac County Geographic Information System (GIS) and is intended to be used as a reference only. Fond du Lac County assumes no liability for the accuracy of this map or its use. Please contact the Land Information Department if you discover any discrepancies on this document.

Map Scale  
1 inch = 93 feet



**LEGEND**



TITLE: <b>SITE LAYOUT</b>		 <b>ALPHA TERRA</b> SCIENCE	
SITE: <b>PINKY'S GAS STATION</b>			
SCALE: 1"=20'	DESCRIPTION: Description	APPVD:	DATE: 1/20/12
			FILE CODE: Basemap.skf
			DRAWN BY: KAE
			<b>FIGURE 2</b>