

CITY OF GALESVILLE
BID SPECIFICATIONS FOR 16822 S 5TH STREET

1. Contract Award The bids for the two-story home with basement and garage at the property will be submitted as a total project cost and the contract will be awarded as a total project cost.
2. Scope of Work The work shall consist of furnishing all labor, materials and equipment to raze, demolish, remove and satisfactorily dispose of the house and garage located at the property and restore the site to a dust-free and erosion-free condition. Site clearance shall consist of completely removing the foundation, basement floor, if any, proper waste stream disposal and documentation for appliances (range stove, refrigerators, A/C units, etc.), disposal or removal of personal property, proper capping of utilities and services, back filling and tamping the exposed openings with clean fill and general site clearance of the structure at the property.
3. Inspection of Site By submitting a bid for the project, the contractor certifies that they have inspected the property and the work site and are familiar with all conditions. A pre-bid conference and/or walk-through for the purpose of bidding may be scheduled with the City Clerk.
4. Project Commencement and Completion Time Contractor shall develop a plan of action and time-line for completion of the work, based on the city's requirements set forth herein. Work shall start on the project in accordance with the final schedule subsequently agreed to upon contract award. All work shall be completed within 30 days of the start of the project. A penalty fee of \$100.00 per day will be allocated for every day after the stated completion date.
5. General requirements All work shall be performed in accordance with the ordinances of the city and in a safe manner in compliance with the requirements of the Wisconsin Department of Workforce Development, Wisconsin Department of Safety and Professional Services and Trempealeau County Health Department.
6. Condition of the Building The city assumes no responsibility for the condition of the building at any time, and no guarantee is made or implied that the building will remain in condition the bidder finds it in at the time bidder examined it for preparation of the proposal.
7. Operating Area The contractor may utilize the entire lot at the address as the "operating area" for the removal unless special instructions are provided as part of the proposal. At no time shall debris be allowed to fall or accumulate in the roadway, but shall be retained within the designated operating area. In the event inadequate room is available to contain debris without accumulation in the roadway, the contractor must make contact with the city clerk's office and police department to arrange temporary lane or road closures. Reopening the land, or roadway for traffic must be made within a reasonable period of time.

The contractor is responsible for providing protection of the city streets, existing curbs, gutters and storm drains during the demolition. When moving heavy equipment on and off site adequate ramping or padding of curbs must be provided by the contractor to prevent damage to curbs, driveway aprons and gutters. Nearby storm drains shall be protected by silt screens or some other method of water diversion

to prevent excessive site erosion from filling and closing the storm drains. The contractor will be billed by the city for restoration of curbs, gutters, street damages and cleaning of storm drains.

8. Safety Provisions Where hazardous conditions are created incident to contract operations, the contractor at his SOLE expense shall furnish, erect and maintain suitable barricades to protect and safeguard the public.

It is required that the contractor installs and maintains throughout the destruction period a barrier/fence around the perimeter of the property. The barrier/fence may be temporary and free standing, but needs to be substantial enough to prevent public and local interested people from walking onto the property without escort or contractor knowledge. Any gates on the barrier/fence shall be properly closed, secured and controlled by the contractor during all hours of the day.

The contractor is responsible to sign and barricade the property according to the latest Manual on Uniform Traffic Control Devices (MUTCD). All barricades shall display the name of the contractor or utility company, telephone number of the responsible person to call in case of an emergency or should problems arise when work is not in progress on the site. If the city crew is called out to maintain barricades, flashers, or warning lights, the contractor will be billed for the service. A 10% administrative charge will be assessed in addition to actual expenses incurred by the city in providing these services.

The contractor shall take all appropriate measures to ensure the health and safety of the general public. This shall include the professional extermination of rodents before razing of the structure, if required and the elimination of any health hazards.

9. Public Utilities The contractor shall notify Digger's Hotline and all utility companies not less than 3 days prior to the date intended to do any work which will affect their facilities. No excavation work will begin before the official start time indicated by Digger's Hotline ticket generated for the site. It is the contractor's responsibility to maintain locates made by Digger's Hotline and other utilities. All work related to utility locates must be performed within the dates and times provided by the locating service. It is the contractor's responsibility to refresh locates if they become expired. No excavation work will be allowed around expired locates. Telephone, electric power and other wire service and gas service pipes will be disconnected by the utility owner outside buildings and all fixtures belonging to the utility companies will be removed by them. The contractor is responsible for proper disconnection of sewer and water. The city may elect, but is not required, to have electrical and gas utilities removed by the local provider prior to demolition of the building. Contractors will be responsible for the coordination of water and sewer utility removal. All utilities, natural gas, electrical water and sewer should be removed entirely back to the curbside or lot line of the property, which ever applies. Termination and capping of utilities at the curbside or lot line need to be performed by utility personnel or tradesmen carrying the license appropriate to perform the termination.
10. Disposal of Materials and Debris Except as provided below, all materials removed, other than utility owned fixtures, and all debris resulting from the removal operations, shall become the property of the contractor and shall be disposed of by him in accordance with the following provisions:
 - a. Buring of debris will not be permitted on the property.
 - b. All materials and debris resulting from the removal or demolition operations shall be disposed of by the contractor at locations outside of the property, in a manner that will not create a public nuisance, not result in unsightly conditions within the view of any public road, recreational area, residential

district or other place of public concern Suitable disposal sites shall be arranged for and secured by the contractor. The contractor shall assume full responsibility for acceptable disposition of the material as well as for any damage resulting from the disposal operations.

- c. Any contaminated material, such as lead, asbestos or any other type of material requiring an affidavit and/or bill of lading, must be properly disposed of at an appropriate site, copies of all generated paperwork must be supplied to the city clerk as soon as possible after transport.

- 11 Hazardous Material Removal** If any suspected hazardous materials should be revealed during the demolition process it is the contractor's responsibility to stop work provide reasonable, proper containment to minimize the release of liquid substances or airborne particles into the atmosphere. The city clerk must be notified immediately. All contractors on site must follow all local, state and federal regulations. Removal of such materials must be performed by an appropriately licensed contractor carrying proper certification to perform the work according to Wisconsin State Statutes, Trempealeau County health regulations, Wisconsin DNR and including all local ordinances, laws and regulations that may apply. Documentation of proper disposal of all hazardous material, if encountered, must be provided to the city clerk prior to the completion of the project.
- 12 Method of Measurement** No measurement will be made of any building removal, but will be considered to be included in the single lump sum for which payments will be made. When the contractor is required to furnish material for filling basements and excavations, no measurement will be made for this material and it will be considered in lump sum cost for building removal.
- 13 Method of Payment** Payment for the time removing the property at the contract lump sum shall be considered compensation in full for all costs of work required including breaking down, removing, utility abandonment, sealing of pipes, obtaining permits, disposal of materials, furnishing and placing backfill material, and for furnishing all labor, tools equipment and incidentals necessary to complete the work.
- 14 Indemnity and Hold Harmless** By submitting a bid, contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the city, its employees, officers, officials, appointees and agents from any and all claims, suites, lens, damages, losses and expenses for injury, loss of damage including but not limited to attorney's fees and defense costs, except to the extent of the city's negligence, arising out of or related to this agreement, from the performance of any and all work or services under this agreement, and/or any failure or claimed failure of the contractor to comply with all provisions set forth in this agreement or the contract documents. Contractor agrees that this indemnity obligation is in addition to any other indemnity obligations set forth within the contract documents and that it will secure insurance as required to ensure provisions of this agreement.
- 15 Insurance** The contractor shall maintain, during the life of this contract such public liability, property damage, and contractor's protective liability and property damage insurance as shall protect him and any subcontractors performing work cover by this contract. The required insurance shall be for claims for property damage which may arise from operations under this contract, whether such operations are by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either.

Before work on any contract or subcontract can be started, each contractor and subcontractor shall submit to the Clerk/Treasurer a Certificate of Insurance showing the coverage and limits. Such certificate must contain a clause that before the stated expiration date, the company will not cancel or

reduce the insurance afforded under the above policies prior to 10 days' notice of such cancellation or reduction has been mailed to:

City of Galesville
P.O. Box 327
Galesville, WI 54630

The contractor agrees to indemnify the city from all claims or damages arising from its work in connection with this contract.

AGREEMENT

This agreement (the "Agreement") is entered into by and between the City of Galesville, Wisconsin (the "City"), P.O. Box 327, 16773 S Main Street, Galesville, WI 54630, and _____ (the "Contractor"), with an address of _____ doing business as (Circle One):

An Individual A Partnership A Corporation

In the state of Wisconsin.

The City and the Contractor agree as follows:

1. Scope of Project. The Contractor shall complete all work for Demolition of 16822 S 5th Street, Galesville, Wisconsin in accordance with the terms of the Bid Specifications attached hereto and incorporated into this Agreement by reference.
2. Contract Time. The Contractor agrees to complete the work no later than 30 days after the start date of the project.
3. Contract Price. In consideration of the satisfactory completion of the work in accordance with the contract documents, the City shall pay the Contractor a contract price in the amount of \$_____. Any deviations from the Contract Price may only be made through a written change order ("Change Order") that is signed by the city.
4. Entire agreement. This agreement, including the Bid Specifications attached hereto, constitutes the entire agreement between the City and the Contractor.
5. Severability. In the event that any provision of the Agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
6. Amendment. This Agreement may not be amended, changed modified or altered without in each instance the prior written consent of the City.
7. Governing Law. This Agreement is prepared and entered into with the intention that the laws of the state of Wisconsin shall govern its construction.
8. Notice. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested, to the parties at the addresses set forth above, and either party may by like notice, at any time and from time to time designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.
9. Waiver. No waiver of any default by the City shall be implied from any omission by the City to take any action on account of such default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by the City shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
10. Binding Effect. Each provision hereof shall extend to and shall, as the case might require, bind and inure to the benefit of the City and the Contractor and their respective successors and assigns.

This Agreement may not be assigned by the Contractor except upon written consent by the City.

Dated: _____

Dated: _____

City of Galesville

Contractor

By: _____

By: _____

Tom Thatcher

Contractor Authorized Signature

Mayor

Name and Title Printed

CITY OF GALESVILLE

DEMOLITION OF 16822 S 5TH STREET, GALESVILLE, WISCONSIN

BID SUMMARY

This document is part of the solicitation documents; failure to return it with the other required proposal documents shall render the bid unresponsive.

A. Lump Sum Bid

All work as specified for the demolition of 16822 S 5th Street, Galesville, Wisconsin project.

Our total lump sum bid for the work of this project is \$ _____.

Addendum(s) Acknowledged # _____ Dated: _____

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____

After having read the terms, conditions and specifications of this bid, I/we (Name of Firm) _____ guarantee performance to the City of Galesville no later than _____.

SIGNING OF BID

Company Name: _____

Address: _____

Phone: _____

Email: _____

Website: _____

Witness Signature:

Witness Signature:

Date: _____

Date: _____