

REQUEST FOR PROPOSAL TO RAZE BUILDING

AT

**3004- 60th Street,
Kenosha, WI. 53144
Tax Parcel No. 09-222-36-383-014**

WITH INSTRUCTIONS TO PROPOSERS

Proposal Notice No. 05-17

ISSUED : Tuesday January 17, 2017

The City of Kenosha, Wisconsin, will receive proposals to raze the following building delineated herein subject to the following procedures and requirements.

DEADLINE FOR RECEIPT. Tuesday February 7, 2017 at 2:30 P.M.

CITY OFFICE WHERE FILED. Department of Finance Office, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.

FORM OF PROPOSAL. Proposals must be submitted sealed, on City forms, legible and fully complete in all respects, showing the date and time of proposal opening on the outside of the sealed documents. **The City reserves the right to reject any incomplete proposals.**

FOR MORE INFORMATION. Call Zohrab Khaligian, Department of Community Development and Inspections at (262) 653-4041.

STRUCTURE TO BE RAZED WITHIN THE CITY OF KENOSHA.

Address : 3004-60th Street, Kenosha, Wisconsin 53144

Tax Parcel No: 09-222-36-383-014

Description: A two (2) story, single-family residential wood framed structure consisting of approximately 1,243 square feet together with a basement and attic.

NATURE OF WORK. The project is not a Public Construction Contract under Wisconsin law. The City is not required to award the Contract to the lowest bidder meeting minimum qualifications.

ASBESTOS REMOVAL. Regulated Asbestos Containing Material (RACM), as defined in 40 C.F.R. 61.141 has been removed by a certified contractor.

CONTRACT REQUIRED. The Contractor selected to perform the Work will be required to execute a Contract and related documents on City forms as a condition of performing the Work. A sample of the Contract format is attached hereto and includes among its provisions:

1. A time limit for completion with liquidated damages of Two Hundred Dollars (\$200.00) per day for delay where a time extension was not granted.
2. One (1) year warranty on the Work performed.

3. Performance and Payment Bond in the amount of the Contract.
4. Insurance from a company licensed to do business in the State of Wisconsin and having a minimum AM Best Financial Strength Rating of "A" or better with the following limits:

a. Commercial General Liability

- i. Bodily Injury:
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate
- ii. Property Damage
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

b. Automobile Liability (owned, non-owned, leased)

- i. Bodily Injury:
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate
- ii. Property Damage
\$1,000,000.00 Each Occurrence

OR

- iii. Combined Single Limit
\$2,000,000.00 Each Accident

c. Pollution Legal Liability

\$2,000,000.00 Each loss where asbestos removal, environmental process, abatement, remediation or dumping/disposal in a Federal or State regulated facility is required.

d. Worker's Compensation: Statutory Limits

- i. Employer's Liability
\$100,000.00 Each Accident
\$100,000.00 Disease, Each Employee
\$500,000.00 Disease, Policy Limit

e. Umbrella Liability

\$3,000,000.00 over the primary insurance coverages listed above.

f. Certificate of Insurance

The insurance coverages listed above shall be verified by a Certificate of Insurance issued to the City of Kenosha as Certificate Holder and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing insurer will mail thirty (30) days written notice to the Certificate Holder.

g. Additional Insured

The City of Kenosha shall be named as an additional insured with respect to coverage required by 4(a), 4(b), 4(c), and 4(e) listed above and the City of Kenosha shall be provided with the endorsement certifying that the City of Kenosha is an additional insured with respect to said policies.

h. Insurance Compliance

Each of the insurance limits listed above must be met. The City reserves the right to reject any Proposal which does not meet each of the insurance limits listed above.

5. Release/waiver of liens.
6. Obtaining City Raze Permit; Street Opening/Occupying Permit Application (where applicable); Erosion Control Permit, and Notice to or Permit from the Wisconsin Department of Natural Resources, and Approach, Sidewalk, Curb and Gutter Application as applicable.
7. Utility locations, clearances, hookups or cutoffs.
8. Removal of building materials and restoration of the site.

All Work is to be performed in accordance with the Contract, which will supersede all other documents and representations.

INSPECTION AND REVIEW OF SITE AND CITY DATA. Each Proposer has an obligation to examine the site upon which the Work will be performed to assess the site conditions and to review City furnished data.

The City will open up the building listed on Friday, January 27, 2017 at 10:00 A.M. to give Proposers an opportunity to inspect the building and to ask staff questions. The City will not accept Proposals from any contractor who does not inspect the building and property..

LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000.00) AND DUMPING/DISPOSAL SITES. The Proposer shall list in its Proposal its subcontractors, major material suppliers (over \$5,000.00) and dumping/disposal sites. Where Federal or State law requires certain regulated materials to be deposited in Federal or State licensed/permitted sites, then such sites shall be used and their License/Permit Number noted.

ENVIRONMENTAL MATTERS. Where the Work requires environmental processes, dumping or disposal in a Federal or State regulated facility, the Proposer may propose alternate methods of doing the Work with the cost of each alternative separately noted.

SPECIFICATIONS AND SPECIAL CONDITIONS. Specifications and Special Conditions for the Work are attached and will be included in the Contract.

AWARD OF CONTRACT. The City will enter into a Contract, through the Director of Finance, with the Proposer deemed most qualified. In making this determination, the City will consider with respect to each Proposer: general qualifications, special expertise, time in which the Work can be performed, financial ability to perform the Work, environmental experience and responsibility (where applicable), work record and history, and experience in projects of a similar magnitude.

The City reserves the right to reject unqualified or nonconforming Proposals, to reject all Proposals and request new Proposals, to accept Proposal(s) if advantageous to the City, or to select the most qualified Proposal and negotiate a Contract.

COMMENCEMENT AND DILIGENT PROGRESS OF WORK. The Contractor selected to perform the Work will conduct the Work diligently until fully complete in accordance with the Contract. The time schedule for obtaining a Raze Permit and time of performance is stated in the Specifications and Special Conditions.

EXECUTION OF DOCUMENTS. The documents which are required to be executed by the Proposer shall be executed as follows:

1. Corporations. By the President and one (1) other officer, preferably the Secretary.
2. Limited Liability Companies. By a Member, if member managed or the Manager if manager managed.
3. Partnerships. By each general partner, unless partnership agreement provides otherwise.
4. Sole Proprietors. By each named individual.

Any exception to the above must be approved by the City Attorney who may require such documents as may be necessary to consider an exception.

DOCUMENTS TO BE SUBMITTED. Proposers shall submit the following documents, on City forms, in the course of making a Proposal.

1. Proposal.
2. Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal or Bid.
3. List of subcontractors and major suppliers (including dumping and demolition site with DNR Permit Number, if any).

**THE CITY OF KENOSHA, WISCONSIN
DEPARTMENT OF COMUNITY DEVELOPMENT AND INSPECTIONS
REQUEST FOR PROPOSAL TO RAZE BUILDING AND RESTORE LOT**

3004-60th Street, Tax Key No. 09-222-36-383-014

PROPOSAL NOTICE NO. 05-17

**SPECIFICATIONS AND SPECIAL CONDITIONS
TO RAZE THE FOLLOWING BUILDING AND RESTORE LOT IN THE CITY OF KENOSHA**

WORK TO BE PERFORMED.

1. Raze and remove all debris of the entire building including the basement walls and floor.
2. Remove concrete and brick service walk on the south, west, and north sides of the parcel.
3. Only remove the trees and shrubs on east and north side of parcel.
4. Remove all junk and debris in and around the building.
5. Removal of sewer and water laterals and their capping at curb.
6. Installation of new concrete curb and gutter to replace driveway approach on northeast side of parcel.
7. Installation of new sidewalk to replace existing sidewalk in poor condition, as deemed by City representative.

Of specific note, the trees and concrete bumpers to the west of the subject parcel is not included in the scope of the raze.

ASBESTOS CONTAINING MATERIAL.

Regulated Asbestos Containing Material (RACM), as defined in 40 C.F.R. 61.141. has been removed by a certified contractor.

EQUIPMENT AND MATERIAL STORAGE.

The asphaltic parking lot to the west of the property is not owned by the City and it cannot be used as a staging area without the property owners approval. Any use of any other parcel of land for the storing of equipment and materials is prohibited unless specifically permitted by the Director of Community Development and Inspections or designee. A street right-of-way may not be used for such purpose without the Contractor obtaining a Street Occupancy Permit.

TIME SCHEDULE FOR OBTAINING A RAZE PERMIT.

The Contractor has fifteen (15) days from the date of Notice of Award of Contract and Notice to Proceed by the City to obtain a Raze Permit.

Time lost and cost encountered by the Contractor due to the Contractor's lack of coordination with the City or subcontractors working on the project site shall not be a justification for extra compensation or time extension(s).

TIME OF PERFORMANCE.

The Effective Date of the Contract shall be the date the Contract is fully executed. Work shall commence and deadlines computed from the date that City provides Contractor with the Notice to Proceed. The Contractor shall conduct the Work diligently until fully complete in accordance with the Contract. The Contractor shall complete the Work within thirty (30) days of the Notice to Proceed. For the purposes of these specifications, Work is defined as the razing of said structure(s) including itemized list of tasks as set forth in the Work To Be Performed section herein above. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the approved time schedule. Top soil and seed work will be completed as soon as it is possible to prevent erosion issues. Should weather or other circumstances prohibit prompt seeding, Contractor shall perform the requisite Work at such time that is directed by City.

UTILITY SERVICES.

Prior to obtaining a Raze Permit, the Contractor shall disconnect and cap all sanitary sewer, storm sewer and water laterals in accordance with Chapter 32 of the Code of General Ordinances. The City shall insure that gas, electrical power and power lines from the building will be disconnected.

FOUNDATION AND CONCRETE REMOVAL.

The foundation and floor shall be completely removed as well as all concrete and/or gravel on the premises. City public sidewalk shall be removed unless otherwise instructed by the City. **The Contractor must contact the Department of Community Development and Inspections for an inspection of the excavation before any backfilling begins on-site.**

Driveway Approach Site Restoration. The Contractor shall remove the existing driveway approach, wholly or in part, occurring within the property limits. The Work shall include disposing of the resulting materials, backfilling trenches and pits with appropriate and City-approved backfill material, seeding, mulching and site cleanup. The Contractor shall procure all permits necessary for removing the driveway approach, including permits for all other applicable Work items prior to beginning the Work within the street right-of-way. If any utilities or structures exist within the removal limits, the Contractor shall contact the City, appropriate authorities and parcel owner promptly.

Curb and Gutter Removal and Replacement. The Contractor shall remove the existing concrete curb and gutter driveway opening to an existing joint, and shall replace said section with a "full-head" concrete curb and gutter. This Work shall be done in accordance with applicable specifications and requirements of the City of Kenosha General and Paving Specifications.

If the existing curb and gutter section is overlaid with asphaltic pavement, the Contractor shall reconstruct the proposed curb and gutter section and shall resurface it with an equivalent asphaltic pavement. The Contractor shall saw-cut the proposed pavement and curb and gutter section to ensure a butt-joint construction.

This Work shall also consist of saw-cutting, removing and replacing unsuitable foundation underlying the proposed curb and gutter section; providing, installing, and compacting crushed aggregate base course; concrete masonry, expansion felt, finishing, curing, protecting; cleaning, backfilling, restoring disturbed areas and disposal of excess material. All components including but not limited to tools, labor, material and equipment, and other incidentals necessary to complete the Work shall be provided by the Contractor to complete these Work elements.

The Contractor shall procure all permits necessary for removing and replacing curb and gutter, and including permits for all other applicable work items prior to beginning the work within the street right-of-way. If any utilities or structures exist within the removal limits, the Contractor shall contact the City, appropriate authorities and owner promptly.

PUBLIC SIDEWALK REMOVAL AND REPLACEMENT.

The Contractor shall, at its expense, remove and replace any public sidewalk squares that are damaged by Contractor during the course of the raze. The repairs will be done using 1-1/4" base aggregate. The Contractor shall be responsible in maintaining the integrity of the public sidewalk after the removal of the foundation walls.

The Contractor shall be responsible to obtain requisite permits.

If the public sidewalk is undermined during the raze process, the City's Department of Public Works shall, at its sole discretion, determine that the sidewalks must be reconstructed and replaced. This Work shall also consist of saw cutting, removing and replacing unsuitable foundation underlying the public sidewalk: providing, installing and compacting crushed aggregate base course; concrete masonry, expansion felt, finishing, curing and protecting, cleaning, back filling, restoring disturbed areas and disposal of excess material; tools, labor, material and equipment, and other incidentals necessary to complete Work per City's Department of Public Works specifications.

REMOVAL OF MATERIAL AND DEBRIS.

The Contractor shall remove all combustible material, shrubs, junk and debris from the site.

DAMAGE OR THEFT.

The City does not assume any responsibility to protect any building or the contents thereof, including, but not limited to, salvageable furnishings, fixtures, or attachments of whatever kind or nature so as to permit salvage prior to the time of razing. The City shall not be liable to the Contractor for any loss, destruction, theft or removal of any property from the

premises nor shall the Contractor be entitled to any allowance or other claim against the City should any of said acts occur.

FILL DIRT AND FINAL GRADING.

The Contractor shall use clean fill dirt with stones not exceeding one (1") inch in diameter and fill the lot to match the public sidewalk grade and adjacent lot line grade. A description and original source of the fill material is required. Please note that soil testing will be required if the source of the fill material is not from a historically clean site. The Contractor shall not assume that fill material will be available from the Department of Public Works or from the Kenosha Water Utility.

TOP SOIL, SEEDING AND MULCHING.

Upon completion of the demolition, the Contractor shall fill the lot with four (4") to six (6") inches of top soil, seeded with seed mixture appropriate for the site conditions, and mulched with hay, straw, or other material approved by City, when conditions permit.

DEMOLITION TECHNIQUES.

The Work shall be performed in accordance with accepted demolition techniques of the National Association of Demolition Contractors, incorporated herein by reference.

During the demolition, the Contractor shall sort metals for recycling. The consolidation process will reduce the building to a size that can effectively fit in demolition trailers. Water shall be used as a dust suppressant whenever practicable.

BLASTING PROHIBITED.

Work will not be performed through blasting with explosives.

DETAILED SPECIFICATIONS - SIDEWALK/CURB AND GUTTER

SECTION I - WORK TO BE DONE

The work to be done under these specifications consists in furnishing all the necessary, equipment, materials, tools and labor for the laying of concrete sidewalks and of curb and gutter, as directed by the Engineer.

SECTION II - EROSION CONTROL

It has been determined that an erosion control permit in accordance with Kenosha Ordinance 92-92 dated November 20, 1992, is not required for this project. The permit fee has been waived. The Contractor shall still be required to file with the Engineer a copy of the erosion control plan for any excess material removed from the project site and disposed elsewhere inside or outside the City. Contractor shall also provide a copy of any permit required by any Village, Town or City where excess material is deposited.

SECTION III - PORTLAND CEMENT CONCRETE

A. COMPOSITION

All Portland cement concrete used in the work under this contract shall conform to the City's air entrained class "A" or High Early Strength Concrete as indicated in the plans and special provisions or as directed by the Engineer.

The Contractor may, at their own cost and expense, elect to use high-early-strength (H.E.S.) concrete in order to reduce the required protection time, except at property access points where H.E.S. concrete shall be required and paid for at the bid price for H.E.S. concrete.

Fly ash will not be allowed.

B. PROTECTION AND CURING

The Contractor shall erect and maintain suitable barricades as may be necessary to exclude traffic from the newly constructed pavement, curb and gutter or sidewalk. Any part of the curb and gutter, pavement or sidewalk not acceptable by the City shall be repaired or replaced by and at the expense of the Contractor. Such protection shall be maintained for at least seven (7) days for curb and gutter or pavement, twenty-four (24) hours for sidewalks, or as directed by the Engineer. When high-early-strength concrete is used in curb and gutter or pavement construction the protection period may be reduced to three (3) days. Immediately after finishing operations are completed and while the concrete is still plastic, the surface of the concrete shall be covered uniformly with a water impermeable curing compound, coating applied as fine spray.

The material used shall, when tested in accordance with A.S.T.M. Designation C-156, provide a film which will retain within the specimen at the end of 72 hours at least 85% of the water used in the concrete mix. It shall be applied to the concrete at a rate sufficient to affect the required water retention and shall form a continuous coherent, water impermeable

finished walk.

Asphalt removed for new walk placement is considered to be surplus material, with the cost of disposal to be included in the prices for new walk construction.

C. DIMENSIONS

Public sidewalks constructed within a City block shall conform to the prevailing width of other sidewalks within said block. Where there is a no prevailing paved sidewalk within a given City block, public sidewalks shall be 5' in width unless otherwise directed by the Engineer, provided that in front of all stores and buildings used for mercantile, commercial and manufacturing purposes, the sidewalk shall be 5 foot in width, or as designated on a plan presented to and approved by the City Engineer's office. All sidewalks shall be a minimum of 4" in thickness, except in areas of drive approaches where the sidewalks shall be a minimum of 6" in thickness

A block shall be defined as one side of a street or highway from intersection to intersection, except where there is a cul-de-sac; in which event the cul-de-sac and both sides of the street leading into the cul-de-sac shall be considered a block.

D. FORMS

Forms should be either wood or metal, of approved type, and should be straight and strong enough to resist springing, tipping or any other displacement during the process of pouring the concrete.

Wooden forms should be at least two inches thick, except for sharply curved sections. They should be securely staked to hold required line and grade. NO EXPANSION JOINT MATERIAL OVER 16 INCHES IN LENGTH MAY BE USED AS A FORM FOR PLACEMENT OF CONCRETE, EXCEPT IN AREAS WHERE TREES MAY BE A PROBLEM AS DIRECTED BY THE ENGINEER.

E. PLACING

The concrete shall be handled rapidly and the successive batches deposited in a continuous operation, completing individual section to the required depth and width. Under no circumstances shall concrete that has partially hardened be used. The method of placing the various sections shall be such as to produce a straight, clean-cut joint between them. Any concrete in excess of that needed to complete a section at the stopping of work shall not be used. No one shall not be permitted to walk on the freshly laid concrete. In no case shall concrete be deposited upon frozen subgrade or subbase.

F. FINISHING

After the concrete has been brought to grade, it shall be floated with a bull float, to be followed shortly thereafter by floating with a long handled steel trowel. An edger of 3/4" radius design shall be used on all longitudinal edges and a 3/4" radius jointer to score all transverse joints. When the concrete is ready the final finish shall be made by qualified skilled finishers only. The surface shall be lightly brushed before the concrete has set, so as

Detailed Specifications - Sidewalk/Curb & Gutter

On streets which have existing bituminous concrete in the gutter pan and which are designated as requiring bituminous concrete on the work list, the Contractor shall replace bituminous concrete equal in depth to that removed. The Contractor shall make a clean and straight cut on the existing bituminous concrete and apply tack coat at a rate of 0.10 gal./s.y. on the concrete surface and all edges prior to placing of new bituminous concrete. Payment shall be by the linear foot and shall be included in the price for concrete curb and gutter with asphalt pan.

In large areas, as designated by the Engineer, where excess settlement has occurred the Contractor shall supply and compact granular base course to bring the area to grade. Payment for this work shall be made at the price bid per ton for granular base course. The Contractor shall supply weight tickets for each load used.

Asbestos Notification Summary
State of Wisconsin Department of Natural Resources
Bureau of Air Management



PROJECT INFORMATION

| | | | |
|----------------------------|-------------------------|-----------------------------|------------------------------------|
| Project No: | 5313-01 | Notification Status: | Submitted |
| Invoice to: | Abatement Contractor | Insp End Date: | 05/15/2012 |
| Notification ID: | 17-1903 | Abtment End Date: | 11/30/2016 |
| Notification Type: | Revised | Ren/Dem End Date: | 05/26/2017 |
| Project Type: | Abatement/Demolition | Working Days: | Mo,Tu,We |
| Insp Start Date: | 05/15/2012 | Start Hours: | 7:00 AM |
| Inspector: | LARSEN MIKE No:AI-13850 | Ordered Demolition: | No |
| Asbestos Present: | Yes | Emergency: | No |
| Postmark Date: | 11/10/2016 | Emergency Date: | |
| Abtment Start Date: | 11/28/2016 | Project | Rev 1: Updated Inspector |
| Ren/Dem Start Date: | 11/28/2016 | Schedule/Comments: | Inspector was Mike Larsen AI-13850 |

Submitted By: EMELIA RILEY 11/17/2016 11:32:42

FACILITY INFORMATION

| | | | |
|--------------------|------------------|---|---------|
| Name: | Vacant Residence | County: | KENOSHA |
| Address 1: | 3004 60th St | Current Use: | Vacant |
| Address 2: | | Size (sqft): | 1243 |
| City: | Kenosha | Unit No: | 0 |
| Zip Code: | 53144 | Phone No: | |
| Prior Use: | Residence | One single family home and/or garage or apartment with less than 5 units?: | NO |
| Age: | 50 | Does the project have one or more houses as part of an urban renewal project, city/county condemnation project, highway construction project, or a project to develop a shopping mall, industrial facility or other commercial development?: | NO |
| Stories No: | 2 | | |

| | | | |
|--------------------|-----------------|------------------|--------------|
| Owner Name: | City of Kenosha | State: | WI |
| Address 1: | 625 52nd St | Phone No: | 262-653-4180 |
| Address 2: | | | |
| City: | Kenosha | | |
| Zip Code: | 53140 | | |
| Contact: | Mark Willing | | |
| Email: | | | |

Asbestos Notification Summary
State of Wisconsin Department of Natural Resources
Bureau of Air Management



ASBESTOS REPORT

Structures Demolished: 1

Inspection Procedures: PLM Analysis of bulk samples is used to detect the presence of asbestos in the building material.
Description of ACM: Proper removal and disposal of asbestos containing linoleum, duct wrap, black mastic, sink undercoating, transite siding, caulk, and electrical throughout prior to demolition.
Description of work: Six-mil poly labeled bags or poly wrapped and labeled materials, contain area, negative-air pressure, wet methods, hand removal, gross removal and glove bag operations where applicable; HEPA Vac, decon suite, etc.
Work Practices: Six-mil poly labeled bags or poly wrapped and labeled materials, contain area, negative-air pressure, wet methods, hand removal, gross removal and glove bag operations where applicable; HEPA Vac, decon suite, etc.
If new ACM discovered: Stop work, change scope of work, contain area, wet methods, HEPA Vac, etc..

| NAME | A. Friable RACM to be Removed | B. NonFriable to be Removed CAT I | B. NonFriable to be Removed CAT II | C. Nonfriable not removed CAT I | C. Nonfriable not removed CAT II |
|-----------------------|-------------------------------|-----------------------------------|------------------------------------|---------------------------------|----------------------------------|
| Pipes (linear feet) | 0 | 0 | 0 | 0 | 0 |
| Surface (square feet) | 50 | 1 | 2590 | 0 | 0 |
| Volume (cubic feet) | 0 | 0 | 0 | 0 | 0 |

ABATEMENT CONTRACTOR

Project No: 5313-01
Contractor: Balestrieri Environmental and Development Inc
Address 1: 1538 Country Club Pkwy
Address 2:
City: Elkhorn **County:** WALWORTH
State: WI **Zip Code:** 53121-0860
Contact: Ken Balestrieri **Phone No:** 262-743-2800
E-mail: field@balestrierigroup.com

Project Manager or Supervisor:

First Name: Rich **Last Name:** Heyer **Phone:** 262-215-9556

DEMOLITION CONTRACTOR

Contractor: To Be Determined

Asbestos Notification Summary
State of Wisconsin Department of Natural Resources
Bureau of Air Management



TRANSPORT INFORMATION

| | | | |
|--------------------|-------------------------|------------------|--------------|
| Contractor: | Waste Management- Metro | County: | Milwaukee |
| Address 1: | 10712 S 124th St | Zip Code: | 53132- |
| Address 2: | | Phone No: | 414-529-6180 |
| City: | Franklin | | |
| State: | WI | | |
| Contact: | M Hackney | | |
| E-mail: | | | |

DISPOSAL INFORMATION

| | | | |
|-----------------------|-------------------------|------------------|--------------|
| Disposal Site: | Waste Management- Metro | County: | Milwaukee |
| Address 1: | 10712 S 124th St | Zip Code: | 53132- |
| Address 2: | | Phone No: | 414-529-6180 |
| City: | Franklin | | |
| State: | WI | | |
| Contact: | M Hackney | | |
| E-mail: | | | |

FEE INFORMATION

| | | | | | |
|-------------------------|---------------------------------|--------------|--|--------------|--|
| Fee: | 135 | Paid: | | Date: | |
| Owed: | | | | | |
| Reported Agency: | DEPARTMENT OF NATURAL RESOURCES | | | | |

Asbestos Notification Summary
State of Wisconsin Department of Natural Resources
Bureau of Air Management



PROJECT INFORMATION

| | | | |
|----------------------------|------------------------------------|-----------------------------|------------|
| Project No: | 5313-01 | Notification Status: | Submitted |
| Invoice to: | Abatement Contractor | Insp End Date: | 05/15/2012 |
| Notification ID: | 17-1903 | Abtment End Date: | 11/30/2016 |
| Notification Type: | Original | Ren/Dom End Date: | 05/26/2017 |
| Project Type: | Abatement/Demolition | End Hours: | 3:30 PM |
| Insp Start Date: | 05/15/2012 | Emergency Date: | |
| Inspector: | OWNER TESTED/ASSUMED No:0 | | |
| Asbestos Present: | Yes | | |
| Postmark Date: | 11/10/2016 | | |
| Abtment Start Date: | 11/28/2016 | | |
| Ren/Dem Start Date: | 11/28/2016 | | |
| Working Days: | Mo,Tu,We | | |
| Start Hours: | 7:00 AM | | |
| Ordered Demolition: | No | | |
| Emergency: | No | | |
| Project | Inspector was Mike Larsen AI-13850 | | |
| Schedule/Comments: | | | |

Submitted By: EMELIA RILEY 11/10/2016 03:05:46

FACILITY INFORMATION

| | | | |
|--|------------------|---------------------|---------|
| Name: | Vacant Residence | County: | KENOSHA |
| Address 1: | 3004 60th St | Current Use: | Vacant |
| Address 2: | | Size (sqft): | 1243 |
| City: | Kenosha | Unit No: | 0 |
| Zip Code: | 53144 | Phone No: | |
| Prior Use: | Residence | | |
| Age: | 50 | | |
| Stories No: | 2 | | |
| Contact: | | | |
| One single family home and/or garage or apartment with less than 5 units? | | | |
| NO | | | |
| Does the project have one or more houses as part of an urban renewal project, city/county condemnation project, highway construction project, or a project to develop a shopping mall, industrial facility or other commercial development? | | | |
| NO | | | |

| | | | |
|--------------------|-----------------|------------------|--------------|
| Owner Name: | City of Kenosha | State: | WI |
| Address 1: | 625 52nd St | Phone No: | 262-653-4180 |
| Address 2: | | | |
| City: | Kenosha | | |
| Zip Code: | 53140 | | |
| Contact: | Mark Willing | | |
| Email: | | | |

Asbestos Notification Summary

State of Wisconsin Department of Natural Resources

Bureau of Air Management



ASBESTOS REPORT

Structures Demolished: 1

Inspection Procedures: PLM Analysis of bulk samples is used to detect the presence of asbestos in the building material.

Description of ACM: Proper removal and disposal of asbestos containing linoleum, duct wrap, black mastic, sink undercoating, transite siding, caulk, and electrical throughout prior to demolition.

Description of work: Six-mil poly labeled bags or poly wrapped and labeled materials, contain area, negative-air pressure, wet methods, hand removal, gross removal and glove bag operations where applicable; HEPA Vac, decon suite, etc.

Work Practices: Six-mil poly labeled bags or poly wrapped and labeled materials, contain area, negative-air pressure, wet methods, hand removal, gross removal and glove bag operations where applicable; HEPA Vac, decon suite, etc.

If new ACM discovered: Stop work, change scope of work, contain area, wet methods, HEPA Vac, etc..

| NAME | A. Friable RACM to be Removed | B. NonFriable to be Removed CAT I | B. NonFriable to be Removed CAT II | C. Nonfriable not removed CAT I | C. Nonfriable not removed CAT II |
|-----------------------|-------------------------------|-----------------------------------|------------------------------------|---------------------------------|----------------------------------|
| Pipes (linear feet) | 0 | 0 | 0 | 0 | 0 |
| Surface (square feet) | 50 | 1 | 2590 | 0 | 0 |
| Volume (cubic feet) | 0 | 0 | 0 | 0 | 0 |

ABATEMENT CONTRACTOR

Project No: 5313-01

Contractor: Balestrieri Environmental and Development Inc
Address 1: 1538 Country Club Pkwy
Address 2:
City: Elkhorn **County:** WALWORTH
State: WI **Zip Code:** 53121-0860
Contact: Ken Balestrieri **Phone No:** 262-743-2800
E-mail: field@balestrierigroup.com

Project Manager or Supervisor:

First Name: Rich **Last Name:** Hoyer **Phone:** 262-215-9556

DEMOLITION CONTRACTOR

Contractor: To Be Determined

Asbestos Notification Summary
State of Wisconsin Department of Natural Resources
Bureau of Air Management



TRANSPORT INFORMATION

Contractor: Waste Management- Metro
Address 1: 10712 S 124th St
Address 2:
City: Franklin **County:** Milwaukee
State: WI **Zip Code:** 53132-
Contact: M Hackney **Phone No:** 414-529-6180
E-mail:

DISPOSAL INFORMATION

Disposal Site: Waste Management- Metro
Address 1: 10712 S 124th St
Address 2:
City: Franklin **County:** Milwaukee
State: WI **Zip Code:** 53132-
Contact: M Hackney **Phone No:** 414-529-6180
E-mail:

FEE INFORMATION

Fee: 135 **Paid:** 0 **Date:**
Owed: 135
Reported Agency: DEPARTMENT OF NATURAL RESOURCES

DAILY PROJECT LOG

Date: 11-28-16

Project Number: 5313 - 01

Project Address: VACANT RESIDENTIAL HOME - 3004 60TH STREET, KENOSHA, WI 53144

Project Supervisor and Certification Number: Rafael Villegas ACS 123226

| NAME: (printed) | Signature | Cert Number | Reason for Entry | In Time | Out Time | In Time | Out Time |
|--------------------|--------------------|---------------|-------------------|---------|----------|---------|----------|
| Geiza J Lechuga | <i>[Signature]</i> | ACS 112900 | Transit Apartment | 7:00 | 11:00 | 12:00 | 3:30 |
| Rafael Villegas | <i>[Signature]</i> | ACS 123226 | | | | | |
| <i>[Signature]</i> | <i>[Signature]</i> | ACS 1764D | | | | | |
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| NAME: (printed) | Signature | Cert Number | Reason for Entry | In Time | Out Time | In Time | Out Time |
|------------------------|--------------------|-------------------|---------------------------|-------------|----------|---------|----------|
| <u>Cesar J Lechuga</u> | <u>[Signature]</u> | <u>ACS 123226</u> | <u>Transite Apartment</u> | <u>7:00</u> | | | |
| <u>Rafael Villegas</u> | <u>[Signature]</u> | | | | | | |
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THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO RAZE BUILDING(S)
AT
3004- 60th Street,
Kenosha, WI. 53144
Tax Parcel No. 09-222-36-383-014

PROPOSAL
Proposal Notice No. 05-17

Finance:

A representative of this organization has inspected the building described below at the specified location, and hereby submits the following Proposal to Raze said building and restore the site in accordance with the City of Kenosha Specifications and Special Conditions at the following prices, to be firm for sixty (60) days from the date of Proposal, subject to the Proposal being accepted within that time and a Contract entered into for that price.

3004-60th Street,
Kenosha, Wisconsin 53144.
Tax Parcel No. 09-222-36-383-014

RAZING AND LOT RESTORATION (With Structure, Foundation, Concrete, Junk and Debris Removed Per Attached Specifications.)

\$ _____
 Numerals

_____ Written

The effective date of the Contract shall be the date of return of the executed Contract with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment and supervision to complete the Work according to the approved time schedule.

Respectfully submitted,

Firm: _____

Signature: _____

Type/Print Name: _____

Title: _____

Date: _____

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY
AND CAREFUL INSPECTION OF SITE
AND PREPARATION OF PROPOSAL OR BID**

STATE OF _____)

:SS.

COUNTY OF _____)

_____, being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such Bidder, and this deponent is authorized to make them.

[Fill Out Applicable Paragraph]

CORPORATION. The Bidder is a corporation incorporated and existing under the laws of the State of _____, and its President is _____, its Secretary is _____.

The President is authorized to sign contracts, bids and proposals for the Company by action of its Board of Directors taken on _____, a certified copy of which is attached hereto. [Strike out this last sentence, if applicable.]

LIMITED LIABILITY COMPANY. The Bidder is a limited liability company organized and existing under the laws of the State of _____. Pursuant to its articles of organization, the Bidder may be bound by action of its Manager/members [strike one].

PARTNERSHIP. The Bidder is a partnership consisting of _____ General Partners, doing business under the name of _____.

SOLE PROPRIETOR. The Bidder is an individual and, if operating under a trade name, such trade name is as follows: _____.

ADDRESS. The business address of the Bidder is as follows:

Telephone Number: _____

STATUTORY SWORN STATEMENT.

_____, also deposes and states that he/she has examined the Request for Proposal to Raze Buildings with Instructions to Proposers, the Specifications and Special Conditions and any City furnished data, has investigated the site conditions or, in the alternative, has waived such inspection at Bidder's peril, and has carefully prepared the Bid Proposal from the Request for Proposal to Raze Buildings with Instructions to Proposers, the Specifications and Special Conditions, and any City furnished data, and checked the same in detail before submitting this Proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

Signed: _____

Typed Name: _____

Title: _____

Date: _____

STATE OF _____)

:SS.

COUNTY OF _____)

Subscribed and sworn to before me
this _____ day of _____, 20__.

PERFORMANCE AND PAYMENT BOND

{ \$ _____ }

Project No. _____

PROJECT DESCRIPTION: _____

BY: {Principal} _____

**To And For The Benefit Of
The City of Kenosha, Wisconsin**

Know All Men By These Presents, that we,

[Company Name] _____

[Address] _____

as Principal, and _____, {Surety}, are held and firmly bound unto the City of Kenosha, Wisconsin, a municipal corporation as Oblige in the full and just sum of _____ [\$ _____], lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has entered into a written contract with the Oblige for the above project, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal shall faithfully perform said Contract according to its terms, covenants and conditions and shall promptly pay all persons supplying labor or material to the Principal for use in the prosecution of the work under said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named Oblige's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution of the work under said Contract shall have a direct right of action under this Bond.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date of City acceptance of work on said Contract, or one (1) year following expiration of any warranty or guaranty covering work and materials set forth under said Contract, whichever is longer. If this limitation is made void by any law controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

Signed and dated at Kenosha, Wisconsin, this ____ day of _____, _____.

{Principal}

BY: _____
Name: _____
Title: _____

[Witness]

[Surety]

BY: _____
Name: _____
Title: _____

[Witness]

Notary Public, _____ County, _____

My Commission expires/is: _____

PERFORMANCE AND PAYMENT BOND

Examined and approved as to form and execution this _____ day of _____, _____.

City Attorney

**FULL AND COMPLETE LIST OF
SUBCONTRACTORS AND MAJOR SUPPLIERS**

[Where Asbestos Removal is Required,
All Subcontractors And Disposal Sites Must Be Listed]

| NAME /ADDRESS/PHONE | Class of Work To Be Performed |
|---------------------|-------------------------------|
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Note: This list must be approved by the City and cannot be altered after submission without the written consent of the City. Major suppliers are suppliers furnishing over Five Thousand (\$5,000.00) Dollars in materials.

THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO RAZE BUILDING(S)

AT
3004- 60th Street,
Kenosha, WI. 53144
Tax Parcel No. 09-222-36-383-014

CONTACT /VENDOR INFORMATION
PROPOSAL NOTICE NO. 05-17

Firm Name: _____

Firm Address: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Cash Discount Terms: _____% _____ Days

Net _____ Days

BACKFILL SOURCE : _____

| |
|---|
| <p style="text-align: center;"><u>For Information Purposes Only:</u></p> <p style="text-align: center;">Are you a minority owned Business?</p> <p style="text-align: center;">Yes _____ No _____</p> |
|---|

CHANGE ORDER

Project Name _____

Project Number _____

Account Number _____

Contractor _____

Date of Common Council Action _____

CITY and CONTRACTOR agree that the above Contract is amended by (increasing) (decreasing) the amount of the Contract by \$_____ from \$_____ To \$_____. This amendment shall have the effect of (increasing) (decreasing) (not changing) the date of project completion from _____ To _____.

This Change Order is approved by:

CONTRACTOR

Date: _____

CITY OF KENOSHA, MAYOR

Date: _____

CONTRACT TO RAZE BUILDING

at

**3004-60th Street,
Kenosha, WI. 53144**

Tax Parcel No. 09-222-36-383-014

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

And

_____,
A _____,

THIS CONTRACT, made and entered into by and between the **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Finance, hereinafter referred to as "**CITY**", and _____, _____, a _____, with its principal place of business located at _____, _____, _____, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to **CITY** written proposals to raze one or more buildings according to the Specifications and Special Conditions contained in the Request for Proposals, and **CITY** has accepted said Proposal, subject to **CONTRACTOR** entering into and abiding by the terms and conditions of this **CONTRACT**; and,

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. **DEFINITIONS.**
 - a. "**CITY**" shall mean the City of Kenosha, Wisconsin.
 - b. "**DIRECTOR**" shall mean the Department Head of the City of Kenosha Community Development & Inspections Department, and includes designee(s).
 - c. "**CONTRACT**". The following documents comprise the complete **CONTRACT**: Request for Proposal (RFP), Proposal, Site Inspection Reports, Executed Contract, Reports, Instructions, Specifications and Special Conditions, Performance Bond, Certificates of Insurance, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, Determinations of City representative in charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, **CONTRACT** notices and such other documents as are referenced herein. Any of such documents which are not physically

attached to this **CONTRACT** are on file in the Department of Finance and are incorporated into this **CONTRACT** by reference.

d. "**CONTRACTOR**" shall mean the party who proposed to do **WORK** herein described whose Proposal was accepted by **CITY** Director of Finance. The term shall include any approved subcontractors.

e. "**WORK**" means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to accomplish the itemized list of tasks in the Work To Be Performed Section of the Specifications and Special Conditions contained in the Request for Proposal (RFP).

f. "**OVERPAYMENT**" means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this **CONTRACT**, including, but not limited to, excess payment made in error and payment for defective and/or rejected **WORK** which was redone or replaced and accepted by **CITY**.

2. **WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST.**

CONTRACTOR, for the sum of _____ Dollars and _____ Cents (\$ _____), will perform and complete, or will cause to be performed and completed, all **WORK** defined in this **CONTRACT**, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this **CONTRACT** for:

Address : 3004-60th Street, Kenosha, Wisconsin 53144

Tax Parcel No: 09-222-36-383-014

Description: A two (2) story,,single-family residential wood framed structure consisting of approximately 1,243 square feet together with a basement and attic.

WORK shall be performed in accordance with Instructions, Specifications and Special Conditions. In the event of a conflict between this **CONTRACT**, the Specifications and Special Conditions, the Specifications and Special Conditions shall control and supersede any inconsistent **CONTRACT** provision(s).

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.**

CONTRACTOR will prosecute **WORK** diligently until fully complete in accordance with this **CONTRACT**. **CONTRACTOR** shall obtain required permits and commence remediation and demolition **WORK** no later than fifteen (15) days of Notice of Award of **CONTRACT** and Notice to Proceed. Demolition work is to be completed within thirty (30) days from the Notice to Proceed.

CONTRACTOR, in the event of a dispute respecting quantity or quality of **WORK**, shall not refuse to perform **WORK** and shall not delay the performance of **WORK** pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

CONTRACTOR has the duty of requesting an extension of time to complete the **WORK** from the **DIRECTOR**, in writing, prior to the time for **CONTRACT**

completion, where the progress of the **WORK** was delayed such that the **WORK** will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **DIRECTOR** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **DIRECTOR** determine that the **WORK** will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **DIRECTOR** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete **WORK** on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend **WORK** by **CONTRACTOR** and take such other measures as will assure completion of **WORK** within the **CONTRACT** time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent **DIRECTOR** from stopping the **CONTRACTOR** from proceeding with **WORK** beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this **CONTRACT** shall be from the date of execution until each of the following:
 - a. Respecting **WORK**, until completion and acceptance.
 - b. Respecting warranty, until expiration of warranty term.
 - c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of Statute of Limitations where no claims filed.

5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this **CONTRACT**, the non-breaching party shall thereupon have the right to terminate the **CONTRACT** by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

CONTRACTOR shall perform no new or additional **WORK** upon receipt of a notice of termination without the advance, written permission of **DIRECTOR**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **PERFORMANCE AND PAYMENT BOND/ASSURANCE.** **CONTRACTOR** shall prior to approval of the **CONTRACT** obtain a Performance and Payment Bond or other assurance required by **CITY**, in a form approved by the **CITY**, in the sum of the accepted Proposal. **CONTRACTOR** understands that **CITY** may file a claim against this bond or assurance should any of the provisions of this **CONTRACT** not be faithfully and timely performed by **CONTRACTOR**.

7. **DIRECTOR DECISION FINAL** Should any dispute arise at any time between **CONTRACTOR** and **CITY** as to the true meaning or requirements of this **CONTRACT**, or as to the manner of execution of **WORK**, or as to the quality of **WORK** executed, or as to the quality or quantity of materials used, or as to the timely completion of the **WORK**, the decision of **DIRECTOR** shall be final and conclusive, until and unless set aside by a Court of law.

CONTRACTOR agrees that should any decision of the **DIRECTOR** be challenged in Court, the Court may only set aside a decision of **DIRECTOR** if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.

8. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with **WORK** as will assure professional quality of **WORK** and a rate of progress which will assure the timely completion of **WORK**. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform **WORK**.
9. **SUSPENSION OF WORK BY CITY.** **DIRECTOR** shall have authority to suspend **WORK** where he believes that **CONTRACTOR** is not performing **WORK** in accordance with this **CONTRACT**. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete **WORK** where **WORK** is suspended by **DIRECTOR** for good cause.
10. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend **WORK** for a period of time, the deadline for completion of **WORK** shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits **WORK**, this **CONTRACT** shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for **WORK** performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of **WORK**, this **CONTRACT** shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of **WORK**.
11. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of **WORK** identified in **CITY** Request for Proposals. Increases in the scope of **WORK** shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the **CONTRACT** as a guideline. Change Orders must be in writing approved by the **CITY**, and by **CONTRACTOR**, and upon approval and execution, shall be considered a **CONTRACT** amendment, to be kept on file in **CITY** Department of Finance, and incorporated into this **CONTRACT** by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided **DIRECTOR** attaches thereto a written report so indicating.
12. **CLAIMS AND DEADLINES FOR ADDITIONAL COMPENSATION.** Any claim by **CONTRACTOR** for additional compensation arising out of extenuating circumstances not covered by this **CONTRACT** shall be submitted, in written form, to the **DIRECTOR** within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves **WORK** which will be covered and unavailable for inspection within said fourteen (14) day period of time, then **CONTRACTOR** shall promptly provide **DIRECTOR** with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. **CONTRACTOR** further has a duty to, from time to time, notify **DIRECTOR** of any

facts or events which may lead to a claim for additional compensation as soon as **CONTRACTOR** is aware of such facts or events.

13. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

14. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND MATERIAL DUMPING OR DISPOSAL SITES.** **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this **CONTRACT**. Major material suppliers shall be those providing over \$5,000.00 in materials. Any changes in said list must be approved by **CITY**. **CONTRACTOR** is responsible for the **WORK** of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose involvement in **WORK** will result in a breach of this **CONTRACT**. Furthermore, should **DIRECTOR**, in his/her sole discretion determine the subcontractors and/or suppliers involvement in the **WORK** will result in a breach of the **CONTRACT**, **DIRECTOR** shall have the right, in writing, to compel **CONTRACTOR** to remove and replace said subcontractors and/or suppliers. Should **CONTRACTOR** fail to comply with the requirements of providing notice or removing and replacing subcontractors, **CITY** shall have the option to declare the **CONTRACTOR** in breach and exercise the rights pursuant to Section 31 herein.

15. **CONTROL AND PROTECTION OF WORK SITE.** **CONTRACTOR** shall be responsible for the control and protection of **WORK** site from commencement of **WORK** until **WORK** is completed. **CONTRACTOR** shall keep the site secure and inaccessible to the public.

16. **SALVAGE RIGHTS.** **CONTRACTOR** shall have all salvage rights by virtue of this **CONTRACT**.

17. **CITY COOPERATION.** **CITY** will reasonably cooperate with **CONTRACTOR** to facilitate **CONTRACTOR'S** performance of **WORK**. **CONTRACTOR** will provide reasonable notice to **CITY** when the assistance thereof is requested. However, **CITY** has no obligation to supervise or perform any part of **WORK**.

18. **GOVERNMENTAL PERMITS AND APPROVALS.** **CONTRACTOR** is fully responsible, at **CONTRACTOR'S** cost and expense, to procure such permits and approvals as may be required from any governmental body, including the **CITY**, as a precondition to the performance of **WORK**, including, but not limited to, raze permit, erosion control permit, permits to temporarily obstruct streets, and asbestos removal permit from the State of Wisconsin, Department of Natural Resources, where an exemption is not applicable.

19. **LAW, RULES AND REGULATIONS.** **CONTRACTOR** shall comply with all Federal, State and local laws, rules, regulations and codes applicable to the performance of this **CONTRACT** and **WORK** including, but not limited to, any requests imposed by the State of Wisconsin's Department of Natural Resources.
20. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although **CONTRACTOR** performs **WORK** as an independent contractor, **DIRECTOR** shall have the right to request **CONTRACTOR** to remove and replace any of **CONTRACTOR'S** employees involved in **WORK** when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with **WORK**. **CONTRACTOR** shall comply with any reasonable request.
21. **CONTRACTOR**, at all times **WORK** is being performed, shall assign an employee or agent on the **WORK** site to be the person to whom **DIRECTOR** may furnish instructions or orders, or make inquiries of at all times when **WORK** is being performed. The name of such employee or agent shall be submitted to **DIRECTOR**, in writing, upon commencement of **WORK**.
22. **WATER USE.** **CONTRACTOR** has the obligation of arranging with the Kenosha Water Utility for the use of water and may not use any Kenosha Water Utility hydrants or other water source without making arrangements in advance.

CONTRACTOR, where water is required, will be required to obtain a Hydrant Permit and meter from the Kenosha Water Utility, 4401 Green Bay Road. Any deposit and fee shall be paid by **CONTRACTOR**.
23. **SANITATION AND HEALTH.** **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such **WORK** site precautions as will deter the spread of infectious diseases. **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee, public health, safety or welfare.
24. **INSPECTION.** **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that **WORK** is in conformance with the **CONTRACT**. However, only **DIRECTOR** can reject **WORK**. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective **WORK**, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective **WORK** shall not waive any rights of **DIRECTOR** to have **CONTRACTOR** take corrective action at **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of its duty to maintain a safe workplace.
25. **WORKMANSHIP.** Workmanship shall conform to the best standard practice in Southeastern Wisconsin. Equipment and procedures used must be suitable to and compatible with the nature of the **WORK**, **WORK** site and prevailing year-round weather conditions which affect **WORK** and the **WORK** site.

26. **UTILITIES. CONTRACTOR** has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense. The **CITY** shall disconnect gas and electrical power and remove power lines from the building(s) or structure(s) being razed.

27. **CLEANUP. CONTRACTOR** shall at all times keep the site and off-site areas related to **WORK**, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the **WORK** site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of **WORK**.

Within ten (10) days after the completion of **WORK**, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the **WORK** site and off site areas related to **WORK**, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **DIRECTOR** may cause any such **WORK** to be performed at **CONTRACTOR'S** cost and expense.

28. **FOUNDATIONS AND EXCAVATIONS. CONTRACTOR** assumes all risks and costs and expenses associated with foundations and excavations, whether actual or, where in **CITY's** opinion, there exists potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface or surface waters, ice or snow. An inspection by **CITY** shall be performed prior to back filling. **CONTRACTOR** shall coordinate with the Department of Community Development and Inspections in performing said inspection. Should said inspection, in **CITY's** opinion, indicate any of the potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface or surface waters, ice or snow, **CONTRACTOR** shall undertake any action requested by **CITY** to address said concerns.

29. **PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this **CONTRACT** and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the **WORK**. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.

30. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that **CONTRACTOR** fails to fully and completely perform **WORK** within the time limit or time extension provided, **CONTRACTOR** shall pay to **CITY** for such default the sum of Two Hundred (\$200.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.

31. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT. CONTRACTOR** recognizes the right of **CITY** to suspend **WORK**, to order the revision of nonconforming **WORK**, to relet all or part of **WORK** or to itself perform such **WORK** as may be required to ensure

the timely completion of **WORK** or to replace improper or defective **WORK**, as determined necessary by **DIRECTOR**. However, none of the above shall relieve **CONTRACTOR** of its obligations under this **CONTRACT**.

32. **OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT.** **CONTRACTOR** will promptly, upon receipt of written demand from **DIRECTOR**, refund any overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full. Should **CONTRACTOR** owe **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to **WORK** under this **CONTRACT**, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.
33. **SAFETY PRECAUTIONS.** **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make **WORK** site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with **WORK**, during both day and night hours. **DIRECTOR** may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **CONTRACTOR** to promptly obey said order shall result in a penalty of One Hundred (\$100.00) Dollars per day for each day said order is not complied with. **CONTRACTOR** shall be fully responsible for making the **WORK** site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of **DIRECTOR** or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis. In the event of termination of this **CONTRACT** prior to completion of **WORK**, **CONTRACTOR** shall continue to be responsible for maintaining the safety of the **WORK** Site until relieved of the obligation by **DIRECTOR** or until another contractor takes possession of the **WORK** Site.
34. **PAYMENT – ACCEPTANCE OF WORK.** Payment shall be made by **CITY** upon completion of **WORK** and submission of invoice to **CITY** Director of Finance, within fifteen (15) days after **DIRECTOR** executed a document accepting **WORK** as being performed in accordance with this **CONTRACT**, subject to the following.

Payment will not be made for so long as any order made to **CONTRACTOR** by **DIRECTOR** seeking compliance with the **CONTRACT** is not complied with. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective or rejected **WORK** or liquidated damages due to delay in the schedule of time for **WORK** completion; failing to take safety precautions; by the amount of setoffs authorized by this **CONTRACT**, or for any other primary liability of **CONTRACTOR** for which **CITY** could be secondarily liable, which secondary liability was not assumed by **CITY** under this **CONTRACT**.

WORK shall not be accepted by **DIRECTOR** until all employees, subcontractors and suppliers have been fully paid for all labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY'S** Community Development and Inspections Department.

35. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
36. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** **CONTRACTOR** may not assign this **CONTRACT**, enter into a joint enterprise or sublet any **WORK** without the express written approval of **DIRECTOR** and **CITY** is not liable for any costs and expenses arising therefrom. Subcontractors, major suppliers, and dumping and disposal sites that are listed are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this **CONTRACT** voidable by the **DIRECTOR** as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any **WORK** performed by an unauthorized party. However, if this **CONTRACT** is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the **WORK** site until relieved of this obligation by **DIRECTOR** or until another **CONTRACTOR** takes possession of the **WORK** site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.
37. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** **CONTRACTOR** agrees that it will, at all times relevant to this **CONTRACT**, defend, indemnify and hold harmless, **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, injury, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.
38. **INSURANCE.** **CONTRACTOR** and subcontractors shall procure and maintain, during the Term of this **CONTRACT**, insurances as hereinafter specified, issued by a Company authorized and licensed to do business in the State of Wisconsin, having a minimum AM Best rating of A-. The insurance policy or policies shall name the **CITY** as an additional insured and contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or any change takes effect. **CONTRACTOR**, shall furnish: (a) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including naming **CITY** as "additional insured". Throughout the duration of the **WORK**, certificates of policy renewals shall be furnished to **CITY** within five (5) days of any such request.

The following insurance coverages must be in effect and continue in effect during the term(s) of **CONTRACT** in not less than the following amounts:

a. Commercial General Liability

- i. Bodily Injury:
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate
- ii. Property Damage
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

b.. Automobile Liability (owned, non-owned, leased)

- i. Bodily Injury:
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate
- ii. Property Damage
\$1,000,000.00 Each Occurrence

OR

- iii. Combined Single Limit
\$2,000,000.00 Each Accident

c. Pollution Legal Liability

\$2,000,000.00 Each loss where asbestos removal, environmental process, abatement, remediation or dumping/disposal in a Federal or State regulated facility is required.

d. Worker's Compensation: Statutory Limits

Employer's Liability
\$100,000.00 Each Accident
\$100,000.00 Disease, Each Employee
\$500,000.00 Disease, Policy Limit

e. Umbrella Liability

\$3,000,000.00 over the primary insurance coverages listed above.

f. Certificate of Insurance

The insurance coverages listed above shall be verified by a Certificate of Insurance issued to the City of Kenosha as Certificate Holder and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing insurer will mail thirty (30) days written notice to the Certificate Holder.

g. Additional Insured

The City of Kenosha shall be named as an additional insured with respect to coverage required by 4(a), 4(b), 4(c), and 4(e) listed above and the City of Kenosha shall be provided with the endorsement certifying that the City of Kenosha is an additional insured with respect to said policies.

h. Insurance Compliance

Each of the insurance limits listed above must be met. The City reserves the right to reject any Proposal which does not meet each of the insurance limits listed above.

5. Release/waiver of liens.
6. Obtaining City Raze Permit; Street Opening/Occupying Permit Application (where applicable); Erosion Control Permit, and Notice to or Permit from the Wisconsin Department of Natural Resources, and Approach, Sidewalk, Curb and Gutter Application as applicable.
7. Utility locations, clearances, hookups or cutoffs.
8. Removal of building materials and restoration of the site.

All Work is to be performed in accordance with the Contract, which will supersede all other documents and representations.

39. **COOPERATION. CONTRACTOR** shall cooperate with representatives of any and all Local, Federal or State agencies having authority over or providing funding for **WORK**. Further, although **CONTRACTOR** has possession of **WORK** site, it shall permit **CITY** employees and representatives, and employees and representatives of any Federal or State funding agency to have reasonable access to **WORK** site at all times.
40. **SEVERABILITY.** It is mutually agreed that in case any provision of this **CONTRACT** is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this **CONTRACT** shall remain in full force and effect.
41. **NONDISCRIMINATION.** In the performance of **WORK** under this **CONTRACT**, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.
42. **NO THIRD PARTY BENEFICIARIES.** This **CONTRACT** is intended to be solely for the benefit of the parties hereto. No part of this **CONTRACT** shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees of either of the parties.
43. **FULL AGREEMENT – MODIFICATION.** This **CONTRACT** shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents inconsistent herewith. This **CONTRACT** can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this **CONTRACT**.

44. **NOTICES.** Any notice required to be given to any party to this **CONTRACT** shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mail.

If to **CITY:** Director of Community Development and Inspections
625-52nd Street, Room 308
Kenosha, Wisconsin 53140

With a copy to: Office of the City Attorney
Municipal Building, Room 201
625 52nd Street,
Kenosha, Wisconsin 53140

-and-

Department of Finance
Municipal Building, Room 208
625 52nd Street,
Kenosha, Wisconsin 53140

If to **CONTRACTOR:** _____ (Firm)
_____, _____ (Address)
_____ (Contact / Title)

45. **EXECUTION AUTHORITY.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power to execute this **CONTRACT**; (b) the execution and delivery of this **CONTRACT** by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this **CONTRACT** constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this **CONTRACT**.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this **CONTRACT** on the dates below given.

**CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

By: _____
_____, Mayor

Date: _____

By: _____
_____, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2017, _____, _____, **Mayor**, and _____, **City Clerk/Treasurer of THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Contract of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

_____, _____:

Contractor

A _____

BY: _____
_____, Title

Date: _____

STATE OF _____)
:SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2017, _____, _____ of _____, a _____, to me known to be such Owner of said _____, and acknowledged to me that he executed the foregoing instrument as such Owner as the Contract of said _____, by its authority.

Notary Public, _____ County, _____
My Commission expires/is: _____