

REQUEST FOR PROPOSAL TO RAZE BUILDING AND RESTORE LOT

AT

**4921- 37th Avenue,
Kenosha, WI. 53144
Tax Parcel No. 09-222-36-231-008**

WITH INSTRUCTIONS TO PROPOSERS

Proposal Notice No. 07-17

ISSUED : Tuesday May 16, 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 June 13, 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 : 4921-37th Avenue, Kenosha, Wisconsin 53144

Tax Parcel No: 09-222-36-231-008

Description: A two (2) story, four-unit residential wood framed structure consisting of approximately three thousand two-hundred fifty (3,250) square feet together with a full 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.

There is no asbestos abatement as a component of this raze.

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 can be reviewed in the City Attorney's Office, 625-52nd Street, Room 201, Kenosha, WI. 53140. Among the provisions of the Contract, it includes:

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 environmental processes, 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, in the form, satisfactory to the City of Kenosha, 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, June 2, 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 or secure other arrangements to inspect the parcel.

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).

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**4921- 37th Avenue,
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Proposal Notice No. 07-17

**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 service sidewalk and steps on the south, west, and north sides of the parcel.
3. Remove concrete driveway approach on west side of parcel and replace with new curb and gutter.
4. Remove asphalt driveway on the south side of the parcel, and the asphalt and concrete parking lot on the east side of the parcel.
5. Remove miscellaneous concrete parking bumpers on the east side of the parcel.
6. Remove shrubs, trees and stumps on the west side of the parcel.
7. Remove sewer and water laterals and cap at curb.
8. Remove all junk and debris in and around the building and property.
9. Install new sidewalk to replace existing sidewalk that is in poor condition or damaged during the raze, as deemed appropriate by designated City representative.

There is no removal of Regulated Asbestos Containing Material (RACM), as part of this Contract.

EQUIPMENT AND MATERIAL STORAGE.

Any use of any other and adjacent 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 Proceed to obtain the requisite 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 as directed by the City.

UTILITY SERVICES.

Prior to obtaining a raze permit, the Contractor shall disconnect and cap all sanitary sewer, storm sewer and water laterals at curb, all in accordance with Chapter 32 of the Code of General Ordinances. The City shall insure that any 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/ asphalt on the premises. City public sidewalk shall not 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 back filling begins on-site.**

Driveway Approach Site Restoration. The Contractor shall remove the existing driveway approach, occurring within the property limits. The Work shall include disposing of the resulting materials, back filling trenches and pits with appropriate and City-approved back fill 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 Replacement. The Contractor shall install curb and gutter at 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 adjacent 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, back filling, 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 installing 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 all requisite permits.

If the public sidewalk is undermined during the raze process, the City's Department of Public Works shall, at it's 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 the 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. No price based upon these assumptions shall be provided and the practice to do so, will cause the rejection of the proposal.

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 of Kenosha, when conditions permit. Top soil shall be clear of rocks, twigs, foreign material and clumps that cannot be broken down in order to provide a uniformly textured soil.

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.

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PROPOSAL

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.

**4921-37th Avenue,
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Tax Parcel No. 09-222-36-231-008**

RAZING AND LOT RESTORATION (With Structure, Foundation, Floor, 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 the 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: _____

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 _____, _____.

[Witness]

{Principal}
BY: _____
Name: _____
Title: _____

[Witness]

[Surety]
BY: _____
Name: _____
Title: _____

Subscribed and sworn to before me his ____ day of _____, 20____. _____ Notary Public,
_____ County, _____

My Commission expires/is: _____

PERFORMANCE AND PAYMENT BOND

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

City Attorney

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CONTACT /VENDOR INFORMATION

Firm Name: _____

Firm Address: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Cash Discount Terms: _____ % _____ Days

Net _____ Days

BACK FILL SOURCE : _____

For Information Purposes Only:

Are you a minority owned Business?

Yes _____ No _____

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

CITY OF KENOSHA, MAYOR

Date: _____

Date: _____