

THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO RAZE RESIDENTIAL STRUCTURES AND RESTORE LOTS
AT
MISCELLANEOUS CITY LOCATIONS
WITH INSTRUCTIONS TO PROPOSERS

Proposal Notice No. 23-17

ISSUED : Tuesday October 17, 2017

City of Kenosha, Wisconsin, will receive proposals to raze the following buildings delineated herein subject to the following procedure and requirements.

DEADLINE FOR RECEIPT. Thursday November 2, 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. **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.

STRUCTURES TO BE RAZED WITHIN CITY OF KENOSHA.

Address : 3620 - 50th Street, Kenosha, Wisconsin 53140
Tax Parcel No: 09-222-36-231-009
Description: One, two (2) story residential building consisting of a total of four (4) units and approximately four thousand four hundred and four (4,404) square feet together with a basement and attic. A photograph of the structure and a map is included, along with the project specifications.

Address : 1808 53rd Street, Kenosha, Wisconsin
Tax Parcel No: 12-223-31-326-015
Description: One, two (2) story residential buildings with a total of two (2) units and approximately one thousand five hundred and sixty-eight (1,568) square feet together with a basement and attic. A photograph of the structure, a map showing its location is included along with project specifications.

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

ASBESTOS REMOVAL. All Regulated Asbestos Containing Materials (R.A.C.M.) has been mitigated from both structures.

LISTING OF SUBCONTRACTORS MUST INCLUDE THOSE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY ASBESTOS CONTAINING MATERIAL, MAJOR MATERIAL. CITY RESERVES THE RIGHT TO REJECT ANY PROPOSAL WHICH DOES NOT INCLUDE THIS DELINEATED INFORMATION OR IF IN THE CITY'S DETERMINATION, THE SUBCONTRACTOR(S) ARE NOT APPROPRIATELY QUALIFIED.

CONTRACT REQUIRED. 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 available for inspection in City Attorney's Office, 625-52nd Street, Room 201, Kenosha, WI. 53140. The provisions of the Contract shall include:

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

Combined Single Limit of \$1,000,000.00
 - 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 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**
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 City of Kenosha shall be provided with the endorsement certifying that 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. 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 sites upon which the WORK will be performed to assess conditions and to review City furnished data.

City will open buildings on Tuesday October 24, 2017 to give Proposers an opportunity to inspect the structures and to ask staff questions. Inspections will commence at 3620-50th Street at 1:00 P.M. and proceed to 1808-53rd Street following. City will not accept Proposals from any contractor who has not signed in to indicate inspections of the locations or has not made other arrangements with City staff to see and to inspect the WORK sites.

LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000.00) AND DUMPING/DISPOSAL SITES. 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, and/ or dumping or disposal in a Federal or State regulated facility, 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. City will enter into a Contract, through Director of Finance, with the Proposer deemed most qualified. In making this determination, 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.

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 City, or to select the most qualified Proposal and negotiate a Contract.

COMMENCEMENT AND DILIGENT PROGRESS OF WORK. 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 General Specifications and 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 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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DETAILED SPECIFICATIONS FOR WORK AT 3620 - 50th STREET

WORK TO BE PERFORMED.

1. Raze and remove all debris from the entire structure including basement walls and floors.
2. Remove and replace any sidewalk and curbing as marked by City.
3. Remove concrete walkway and steps on north and south sides of parcel.
4. Remove all trees, shrubs, bushes and other foliage as marked by City or that need to be removed during raze.
5. Remove and cap at curb, all sanitary sewer and water laterals.
6. Obtain all necessary permits from Departments of Community Development and Inspections and Public Works.

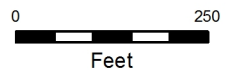
There is no removal of Category I, Category II or other Regulated Asbestos Containing Material (R.A.C.M.) as part of this PROJECT.

The above tasks are hereafter referred to as "WORK"

General Location Map



Subject Property: 3620 50th Street
PIN: 09-222-36-231-009



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DETAILED SPECIFICATIONS OF WORK AT 1808 - 53rd STREET

WORK TO BE PERFORMED.

1. Raze and remove all debris from the entire structure including basement walls and floors.
2. Remove concrete driveway approach on south side of parcel and replace with full-head concrete curb & gutter per City of Kenosha Public Works specifications.
3. Remove gravel driveway.
4. Remove and replace any sidewalk and curbing as marked by City.
5. Remove concrete walkways on all sides of the parcel.
6. Remove fence posts on northwest and southwest sides of parcel.
7. Remove wooden ramp and concrete steps on east side of parcel.
8. Remove trees, shrubs, bushes and other foliage.
9. Remove and cap at curb, all sanitary sewer and water laterals.
10. Obtain all necessary permits from Departments of Community Development and Inspections and Public Works.

There is no removal of Category I, Category II or other Regulated Asbestos Containing Material (R.A.C.M.) as part of this PROJECT.

The above tasks are hereafter referred to as "WORK"

1808 53rd Street

General Location Map



 Subject Property - 1808 53rd Street



THE CITY OF KENOSHA, WISCONSIN

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GENERAL SPECIFICATIONS & CONDITIONS

EQUIPMENT AND MATERIAL STORAGE.

The use of any other and adjacent parcel of land or public right-of-way for the storing of equipment and materials is prohibited unless specifically permitted by the Director of Community Development and Inspections and the Director of Public Works, or other designees. A street right-of-way may not be used for such purpose without Contractor obtaining a Street Opening / Occupancy Permit from Department of Public Works.

TIME SCHEDULE FOR OBTAINING A RAZE PERMIT.

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

Time lost and the cost encountered by Contractor due to Contractor's lack of coordination with City or subcontractors working on the project site shall not be a justification for extra compensation or any time extension(s). Each parcel shall be adequately graded but extent will be subject on weather conditions.

TIME OF PERFORMANCE.

Effective Date of the Contract shall be the date Contract is fully executed. WORK shall commence and deadlines computed from the date City provides Contractor with Notice to Proceed. Contractor shall conduct the WORK diligently until fully complete in accordance with the Contract. Parcels shall be filled to match public sidewalk grade and adjacent to the lot line grade within thirty (30) days of Notice to Proceed. Final restoration to occur when weather conditions allow. For purposes of these specifications, WORK is defined as the razing of said structure(s) including itemized task lists as delineated in the WORK TO BE PERFORMED. Contractor shall furnish sufficient labor, supervision, materials, equipment and consumables in order to complete WORK according to these schedule provisions.

UTILITY SERVICES.

Prior to obtaining a Raze Permit, Contractor shall disconnect and cap all sanitary sewer, storm sewer and water laterals in accordance with Chapter 32 of the Code of General

Ordinances. City shall disconnect gas and electrical power and remove power lines from the structure to be razed.

FOUNDATION AND CONCRETE REMOVAL.

The foundation and floors shall be completely removed. All concrete and/or gravel on the premises except for City public sidewalks shall be removed. **Contractor must contact the Department of Community Development and Inspections for an inspection of excavation before any back filling commences on-site.**

Driveway Approach Site Restoration. Conditions permitting, Contractor shall remove the existing driveway approach occurring within the property limits. WORK shall also include disposing of resulting materials, back filling trenches and pits with appropriate back fill material, seeding, mulching and site clean-up. Contractor shall procure all permits necessary for removing the driveway approach, including permits for all other applicable WORK items prior to beginning WORK within the right-of-way. If any utilities or structures exist within the removal limits, Contractor shall be responsible in contacting City of Kenosha and the appropriate authorities in prompt manner.

Curb and Gutter Removal and Replacement. Conditions permitting, Contractor shall remove existing concrete curbing and gutter driveway opening to an existing joint, and shall replace said section with a "full-head" concrete curbing and gutter. This WORK shall be done in accordance with applicable specifications and requirements of City's General and Paving Specifications.

If an existing curb and gutter section is overlaid with asphaltic pavement, Contractor shall reconstruct proposed curb and gutter section and resurface it with a commensurate asphaltic pavement. Contractor shall saw-cut proposed pavement and curb/ gutter section to insure a butt-joint construction. Tie bars shall be installed to existing curbing per Public Works requirements and shall be inspected prior to pouring.

This WORK shall also consist of saw-cutting, removing and replacing unsuitable foundation underlying the proposed curbing and gutter section; 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. All components including, but not limited to tools, labor, material and equipment, and other incidentals necessary to complete the WORK shall be provided by Contractor.

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

PUBLIC SIDEWALK REMOVAL AND REPLACEMENT.

Contractor shall at their expense, remove and replace any public sidewalk damaged by Contractor in course of WORK. The determination to replace any public sidewalk shall be the sole discretion of the City. The removal and replacement of any public sidewalk shall be done in accordance with the applicable specifications and requirements of the City's General and Paving Specifications. Contractor shall be responsible to obtain all required permits for WORK.

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

REMOVAL OF MATERIAL AND DEBRIS.

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

DAMAGE OR THEFT.

City does not assume any responsibility to protect any building or 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. City shall not be liable to Contractor for any loss, destruction, theft or removal of any property from premises nor shall Contractor be entitled to any allowance or other claim against City should any of said acts occurring.

FILL DIRT AND FINAL GRADING.

Contractor shall use clean fill dirt with stones not exceeding one inch (1") in diameter and fill lot to match public sidewalk grade and adjacent lot line grade. A description and original source of the back fill material is required. Please note that soil testing will be required if the source of the back fill material is not from a historically clean site. Contractor shall not assume that back fill material will be available from City operations. No price based upon these assumptions shall be provided and the practice to do so will cause the rejection of the Proposer's submittal.

The final grading plan and schedule shall be approved by the City's Erosion Control Inspector.

EROSION CONTROL.

Contractor shall be responsible for obtaining an Erosion Control Permit and for complying with the Land-Disturbing Erosion and Sediment Control Ordinance as set forth in Chapter XXXIII of the Code of General Ordinances for the City.

TOP SOIL, SEEDING AND MULCHING.

Contractor shall fill lot with four inch (4") to six inch (6") of top soil, seeded with seed mixture 40, and mulched with hay, straw, or other City-approved material in Spring 2018. 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 when weather conditions will allow.

DEMOLITION TECHNIQUES.

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

During the demolition, 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 to 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 curbs and gutter, as directed by the Engineer.~~

~~SECTION II - EROSION CONTROL~~

~~It has been determined that an erosion control permit in accordance with Kosonka 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. The 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

Detailed Specifications - Sidewalk/Curb & Gutter

April 2004

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 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 8 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 sections 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-out 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 edge 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 reface 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./sq. 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 Notice No. 23-17

PROPOSAL

Finance:

A representative of this organization has inspected the structures described below at the specified locations, and hereby submits the following Proposal to Raze said structures, at the following prices, to be firm for thirty (30) days from the date of Proposal, subject to the Proposal being accepted within that time and a Contract entered into for that price.

3620 - 50th Street, Kenosha, Wisconsin 53140
09-222-36-231-009

\$ _____
Numerals Written

1808 53rd Street, Kenosha, Wisconsin
12-223-31-326-015

\$ _____
Numerals Written

The effective date of the Contract shall be the date the Contract is fully executed. WORK shall commence and deadlines for performance shall commence upon the Notice to Proceed. The Contractor shall furnish sufficient labor, material, equipment and supervision in order to complete the WORK according to the time performance.

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

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

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

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

Telephone Number: _____

STATUTORY SWORN STATEMENT.

_____, also deposes and states that he/she has examined the Request for Proposal to remove and dispose of asbestos and other particulates 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 Proposer's peril, and has carefully prepared the Proposal from the Request for Proposal to Asbestos Abatement with Instructions to Proposers, the Specifications and Special Conditions, and any City furnished data, and checked the same in detail before submitting this Proposal. 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 _____, 2017.

Notary Public, _____ County, _____

My Commission expires/is: _____

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 Obligee 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 Obligee 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 Obligee'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}

[Witness]

BY: _____

Name: _____

Title: _____

PERFORMANCE AND PAYMENT BOND

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

City Attorney

**LIST OF SUBCONTRACTORS
AND MAJOR SUPPLIERS**

NAME AND ADDRESS:

CLASS OF WORK TO BE PERFORMED:

Note: To qualify for inclusion in the Bidder's List, a **SUBCONTRACTOR** must first submit a bid in writing, to the general contractor at least forty-eight (48) hours prior to the time of the bid closing, which list shall not be added to, nor altered without the written consent of the City of Kenosha.

Dated this _____ day of _____, _____.

[Bidder]

**THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO RAZE BUILDING(S) AND RESTORE LOT(S)**

AT

MISCELLANEOUS CITY LOCATIONS

Proposal Notice No. 14-17

CONTACT /VENDOR INFORMATION

Firm Name: _____

Firm Address: _____

Phone: _____ Fax: _____

E-Mail Address: _____

**THE CITY OF KENOSHA, WISCONSIN
AFFIDAVIT RESPECTING
CONSTRUCTION LIEN WAIVERS/RELEASES**

STATE OF _____)

:SS

COUNTY OF _____)

Project Name: _____

Project Number: _____

Contractor: _____

I, _____, being duly sworn, state that:

1. I am an _____ (Officer, Partner, Individual) of Contractor, who is authorized to make this affidavit on behalf thereof.
2. Contractor has recently completed the work required under the terms of its above Contract and makes this Affidavit to obtain final payment.
3. The following is a true, correct and complete listing of all subcontractors and major material suppliers (as defined in the Construction Contract) which performed services or furnished material to Contractor relative to the project.

NAME

ADDRESS

NAME	ADDRESS

4. Contractor has fully paid all subcontractors and material (whether major or minor) suppliers the amounts they are due and owing under their respective contracts and purchase orders and has obtained lien waivers or releases, which have been previously filed or are being filed with the Affidavit.

5. Contractor has full and accurate records which clearly show the name and address of every subcontractor and material supplier used in connection with the work on the project, as well as the actual sums paid thereto. These records will be kept at Contractor's principal place of business, as evidence of compliance set forth above, and will be retained and made available for inspection for a period of at least three (3) years following the completion of this project and will not be removed from said office without prior notification to the City Clerk of the City of Kenosha.

BY:

_____)
 [Signature]

Position: _____)

Date: _____)

STATE OF _____)

:SS.

COUNTY OF _____)

Personally came before me this _____ day of _____, _____, to me known to be such person holding such position and acknowledged to me that they executed the foregoing instrument by its authority.

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

Drafted By:
 WILLIAM K. RICHARDSON,
 Assistant City Attorney

THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO RAZE BUILDING(S) AND RESTORE LOT(S)
AT
MISCELLANEOUS CITY LOCATIONS

Proposal Notice No. 14-17

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: _____