



City of Shawano – Park and Rec Dept.
220 E Division St., Shawano, WI 54166
(715) 526-6171 Fax: (715) 526-5656

September 11, 2018

To Whom it May Concern:

The City of Shawano is requesting proposals from qualified contractors for demolition and removal of various structures and items at 909 S. Lincoln, Shawano, WI 54166. The contractor will be responsible for the demolition, removal and proper disposal of the structures and debris at the site. The Contractor will also be responsible for top soiling and seeding the site. The buildings to be demolished are two. Building one is a block structure with concrete floor and footings. This building is approximately 49' x 25' in size with interior block walls. Building two is a metal pole shed with a dirt floor and is approximately 44' x 24' in size. Both buildings are adjacent to each other with a concrete and black top apron around them. Concrete and black top is to be removed as well.

Pre-Proposal Inspection

It is encouraged that all contractors complete an inspection of the buildings to be demolished. This can be done by contacting Director Hendricks at mhendricks@cityofshawano.com to schedule a time. We will review all items for demolition and removal, review any requirements for area restoration, and answer any questions contractors may have.

Utilities

The disconnection of all utilities has already occurred. (Electric, Cable, Gas, Sewer, Telephone, and Water).

Permits & Licenses

There are no permits necessary for this project.

Demolition Work

Demolition shall include, but not be limited to, identified structures and related appurtenances such as porches, steps, retaining walls, underground plumbing and other utilities. Demolition result in the complete removal of foundation/basement walls and footings and the proper abandonment and capping of the water service at the curb stop and sanitary sewer lateral at the property line. The demolition area becomes the contractor's responsibility from the date of



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notice of award, until final acceptance by the City. The site will require effective stormwater BMP consideration and adequate barriers to provide for public safety.

Restoration

It is the contractor's responsibility to restore all rights-of-way and property which has been disturbed, damaged, or otherwise affected by demolition to a condition equal to, or better than existed prior to the commencement of demolition. All large excavations must be backfilled with a high quality sand base material with a cover of good quality top-soil, free of foreign material and conducive to vegetation growth to a depth of not less than 12 inches. All disturbed areas shall be graded to drain and not contain any tripping and/or falling hazards, consistent with the ability to mow the area. All areas will be seeded with climate appropriate grass seed.

Salvage

It is the contractor's prerogative to salvage any items from the demolition area, unless specifically identified as remaining.

Disposal of Debris

All debris and trash found at the demolition site, or which results from demolition activities, must be hauled in accordance with applicable regulations and disposed of at an appropriate landfill licensed by the State of Wisconsin.

Inspection and Acceptance

It is the contractor's responsibility to arrange for an inspection by the City upon completion of the demolition, removal, and prior to backfill and restoration work at the site. A final inspection will be required after restoration is completed. City infrastructure will be inspected before the award date and after final inspection. The contractor is responsible for repairing any damage to said infrastructure resulting from their demolition activities.

Completion Time

It is the contractor's responsibility to coordinate activities with the Parks and Recreation Director, Matt Hendricks (mhendricks@cityofshawano.com Cell 715-853-2276). We anticipate receiving City Council approval at their October 10th meeting. Demolition can begin no sooner than Monday October 15th and must be completed prior to Friday December 7th. The contractor shall identify the estimated start date and days of work necessary to complete the project and be prepared for final inspection.



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Asbestos/Environmental Danger

It is the contractor's responsibility to identify any and all hazardous materials which may be present at the site, such as asbestos, and to provide for the proper removal and disposal of such materials in accordance with all applicable regulations.

Contract Period; Payment Terms

The contract completed as a part of the proposal must include:

- 1) Modification and Termination
 - a. Breach by Contractor: If for any reason the Contractor fails to fulfill, in a timely and proper manner, its obligations under this contract, or if the Contractor violates any of the covenants, agreements or stipulations of the contract, Shawano shall thereupon have the right to terminate the contract by giving 5 days written notice.
 - b. Termination for the convenience of Shawano: Shawano reserves the right to terminate the contract for convenience at any time during the contract period by giving 5 days written notice. In the event of termination for convenience, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.
- 2) Payments. Payment will be made within a reasonable time following completion of the work at each site.
- 3) Relationship of Parties: Contractor shall be at all times acting as an independent contractor and not as an officer, agent, or employee of Shawano. As an independent contractor, Contractor and any employees of the Contractor shall not be covered by City's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of Shawano. Further, City shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by City to Contractor.
- 4) Insurance: Contractor is required to provide proof of insurance prior to award. Specified levels of coverage are provided in Appendix A.
- 5) Indemnification: Contractor shall hold and save Shawano and its officers, agents, servants/employees harmless from liability of any nature of any kind connected with the work to be performed arising out of any negligent or willful act or omission of any employee or agent of Contractor to the degree such indemnification is allowed by law in the performance of the contract.
- 6) Shawano is exempt from sales tax; Contractor's prices shall be computed accordingly.
- 7) Contractor will comply with all applicable local, state and federal laws.
- 8) The "Request for Proposals" shall be and is hereby incorporated by reference into the contract between the parties.



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Proposal

Proposals shall include a lump sum fee for all work provided herein. Questions regarding this request for proposals may be directed to Matt Hendricks, Director of Parks and Recreation, email: mhendricks@cityofshawano.com or telephone at (715) 853-2276.

Sealed proposals shall be sent to:

City of Shawano
Attn: Matt Hendricks
127 S. Sawyer ST
Shawano, WI 54166

Proposals must be received no later than Tuesday, October 2nd at Noon.

Sincerely,

Matt Hendricks
Parks and Recreation Director
Shawano Parks and Recreation



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Return Sheet

Lump sum fee for all work to be completed at 909 S. Lincoln St, Shawano, WI 54166:

\$ _____

Estimated project start date: _____

Estimated days needed to complete work: _____

Proof of Insurance meeting Appendix A requirements included: Yes _____ No _____

Additional Comments about the Project

By: _____

Company: _____

Title: _____

Date: _____

Contact Informaiton: _____



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Appendix A

INSURANCE COVERAGES

Worker's Compensation and Employer's Liability:

1. The Liability limits shall not be less than: Worker's Compensation Statutory
2. The Liability limits shall not be less than: Employer's Liability \$1,000,000 per occurrence.

Comprehensive Motor Vehicle Liability:

1. The liability limits shall not be less than: Bodily Injury and Property Damage combined \$1,000,000 per occurrence.

Comprehensive General Liability:

1. The Liability limits shall not be less than: Bodily Injury and Property Damage combines \$1,000,000 per occurrence, \$1,000,000 total sum.
2. The Liability limits shall not be less than: Personal Injury Liability \$1,000,000 total sum.

The CONTRACTOR shall furnish coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability through the use of a combined limit as indicated above or through separate single split limits acceptable to OWNER.

Owner's Protective Liability:

1. The Liability limits shall be the same as those of the Comprehensive General Liability policy.

Umbrella Excess Liability:

1. The Liability limits may be provided through split limits, acceptable to OWNER, or through a combination of Underlying and Umbrella Liability.

All insurance policies shall name the OWNER as additional insured, except for Workman's Compensation coverage.

The CONTRACTOR's Liability Insurance shall be the minimum limits of liability and coverage's required by law. The Comprehensive General Liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained. **THE CONTRACTOR WILL BE REQUIRED TO SIGN AND DATE THE INSURANCE NOTIFICATION AGREEMENT FORM (EXAMPLE PROVIDED) PRIOR TO AWARD. THE AGREEMENT REQUIRES THE CONTRACTOR TO NOTIFY THE CITY AND ALL OTHER ADDITIONAL INSURED IMMEDIATELY SHOULD ANY OF THE INSURANCE COVERAGE BE CANCELLED, MATERIALLY CHANGED OR RENEWAL REFUSED BEFORE THE EXPIRATION DATE THEREOF.** The insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective work.

THE OWNER REQUIRES THE CONTRACTOR TO SUBMIT A DECLARATIONS PAGE, AND OR A COMPLETE POLICY TO THE CITY CLERK'S OFFICE.



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THE OWNER ALSO REQUIRES THAT THE CONTRACTOR’S INSURANCE COMPANY NAME THE CITY OF SHAWANO AS ADDITIONAL INSURED.

INSURANCE NOTIFICATION AGREEMENT FORM

Name of Project _____

_____ (Name of Company) hereby agrees to immediately notify the City of Shawano Clerk’s Office, located at 127 South Sawyer Street, Shawano, Wisconsin 54166, telephone (715) 526-6138, fax (715) 526-5751, and all other additional insured by written notice, in the event any of the above-entitled project change; renewal is refused or coverage’s changed in any way, either due to a request by the contractor or as a result of action taken by the insurance company.

Dated this _____ day of _____, 20____

(NAME OF CONTRACTOR) (Signature of Contractor/Agent)

Dated this _____ day of _____, 20____

(CITY OF SHAWANO) (Signature of Contractor/Agent)