

**VILLAGE OF SPENCER, WISCONSIN**

**DEMOLITION OF 108 NORTH LASALLE STREET, SPENCER, WISCONSIN  
(COMMERCIAL BUILDING SUBJECT TO RAZE ORDER)**

**INVITATION TO BID**

**Sealed Bids labeled “Commercial Building Demolition” are due no later than Feb 8, 2019,** at 4:00 p.m. at the office of the Village Clerk, 105 Park Street, P.O. Box 360, Spencer, Wisconsin 54479, at which time the bids shall be publically opened and read for furnishing all labor, materials, equipment, etc. necessary and required to raze and demolish the commercial building located at 108 North LaSalle Street, Spencer, Wisconsin and leave the property in a cleared, erosion-free, and dust-free manner.

A bid shall be accompanied by a certified check or bid bond in an amount not less than 5% of the maximum bid price, payable to the Village of Spencer, as a guarantee that the bidder, if his bid is accepted, shall execute and file the proper contract and 100% performance and payment bonds within 15 days after the Notice of Award. In case the bidder fails to file such contract and required bonds, the check or bid bond shall be forfeited to the Village of Spencer as liquidated damages.

Specifications and required bid forms are available at the Village Clerk’s Office, 105 South Park Street, P.O. Box 360, Spencer, Wisconsin 54479 and on the Village of Spencer’s website: [www.spencerwi.org](http://www.spencerwi.org). The Village of Spencer reserves the right to accept or reject any or all bids, to waive any informalities and to accept the bid(s) in any combination deemed most advantageous to the Village.

**A MANDATORY pre-bid walk through will be held on January 30 2018, at 1:00 p.m. local time at 108 North LaSalle Street, Spencer, Wisconsin.**

**VILLAGE OF SPENCER, WISCONSIN**

**DEMOLITION OF 108 NORTH LASALLE STREET, SPENCER, WISCONSIN  
(RESIDENTIAL BUILDING SUBJECT TO RAZE ORDER)**

**BID SPECIFICATIONS**

**1. BIDDING**

Sealed Bids labeled “Commercial Building Demolition” are due no later than Feb 8, 2019, at 4:00 p.m.. at the office of the Village Clerk, 105 Park Street, P.O. Box 360, Spencer, Wisconsin 54479, at which time the bids shall be publically opened and read. Bids shall be for the demolition of the commercial building located at 108 North LaSalle Street, Spencer, Wisconsin (the “Property”) per specifications herein. Bids received after this time shall not be accepted. Bids must be on a lump sum basis. Faxed bids shall not be accepted.

The Village of Spencer (the “Village”) reserves the right to accept or reject any or all bids, to waive informalities, and to accept the bid deemed most advantageous to the Village.

**2. BID SECURITY**

A bid drafted in the form of the attached “Appendix A” shall be accompanied by a certified check or bid bond in an amount not less than 5% of the maximum bid price, payable to the Village, as a guarantee that the bidder, if his bid is accepted, shall execute and file the proper contract and 100% performance and payment bonds within fifteen (15) days after the notice of award. In case the bidder fails to file such contract and required bonds, the check or bid bond shall be forfeited to the Village as liquidated damages.

**3. BONDS**

A surety bond substantially in the form of Appendix B of one hundred percent (100%) of contract price covering performance and payment of labor and/or materials shall be required of the successful contractor, paid by contractor, and cost included in his bid.

**4. CONTRACT AWARD**

The bids for demolition of the residential building at the Property (the “Building”) will be submitted as a total project cost and the contract will be awarded as a total project cost.

**5. FORM OF AGREEMENT**

The contract will be in the form of Appendix C.

6. QUESTIONS REGARDING PROJECT

Questions regarding this project shall be directed to Paul Hensch, Village Administrator at 105 Park Street, P.O. Box 360, Spencer, Wisconsin 54479 or 715-659-5423.

7. SCOPE OF WORK

The work shall consist of furnishing all labor, materials and equipment to raze, demolish, remove, and satisfactorily dispose of the Building, fixtures and property, located at the Property and restore the site to a dust-free and erosion-free condition. Site clearance shall consist of completely removing the foundation, basement floor, if any, proper waste stream disposal and documentation for appliances (range stove, refrigerators, A/C units, etc.), disposal or removal of personal property, proper capping of utilities and services, back filling and tamping the exposed openings with clean fill and general site clearance of the commercial structure at the Property.

8. INSPECTION OF SITE

By submitting a bid for the project, the contractor certifies that he/she has inspected the Property and the work site and is familiar with all existing conditions. **There will be an on-site MANDATORY pre-bid conference and walk-through on January 30, 2019, at 1:00 p.m. local time, for the purpose of bidding contractors and sub-contractors to examine the Building and Property.**

9. PROJECT COMMENCEMENT AND COMPLETION TIME

Contractor shall develop a plan of action and a time-line for completion of the work, based on the Village's requirements set forth herein. Work shall start on the project in accordance with the final schedule subsequently agreed to upon contract award. All work shall be completed on the project by March 15 2019.

10. GENERAL REQUIREMENTS

All work shall be performed in accordance with the ordinances of the Village and in a safe manner in compliance with the requirements of the Wisconsin Department of Workforce Development, Wisconsin Department of Safety and Professional Services and/or Marathon County Health Department.

11. CONDITION OF THE BUILDING

The Village assumes no responsibility for the condition of the Building at any time, and no guarantee is made or implied that the Building will remain in the condition the bidder finds it at the time bidder examined it incident to preparation of the proposal.

## 12. PERMITS

The contractor shall obtain all necessary permits to complete the work described in this Bid Specifications.

## 13. OPERATING AREA

The contractor may utilize the entire lot at the address indicated as the “operating area” for the removal unless special instructions are provided as part of the proposal. At no time shall debris be allowed to fall or accumulate in the roadway, but shall be retained within the designated operating area. In the event inadequate room is available to contain debris without accumulation in the roadway the contractor must make contact with the Village Administrator’s office and the police department to arrange temporary lane or road closures. Reopening the lane or roadway for traffic must be made within a reasonable period of time.

The contractor is responsible for providing protection of Village streets, existing curbs, gutters and storm drains during the demolition. When moving heavy equipment on and off site adequate ramping or padding of curbs must be provided by the contractor to prevent damage to street curbs, driveway aprons and gutters. Nearby storm drains shall be protected by silt screens or some other method of water diversion to prevent excessive site erosion from filling and closing the storm drains. The contractor will be billed by the Village for restoration costs of curbs, gutters, street damages and cleaning of storm drains.

## 14. SAFETY PROVISIONS

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

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

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

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

## 15. INSURANCE

The contractor shall maintain, during the life of this contract and for one (1) year following the project's completion, such public liability, property damage, and contractor's protective liability and property damage insurance as shall protect him and any subcontractors performing work covered by this contract. The required insurance shall be for claims for property damage which may arise from operations under this contract, whether such operations are by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either. The amount of such insurance shall be as follows:

COVERAGE	LIMIT AMOUNT
Worker's Compensation	Statutory
Liability	\$200,000 S.L.
Premises and Operations	
Contractual (eliminate XCU exclusion)	
Owners and Contractors Protective	
Products/Completed Operations	
Automobile	
Property Damage	\$200,000 S.L.

Before work on any contract or subcontract can be started, each contractor and subcontractor shall submit to the Village Administrator/Clerk/Treasurer a Certificate of Insurance showing the above coverage and limits. Such certificate must contain a clause that before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies prior to 10 days' notice of such cancellation or reduction has been mailed to:

Village Administrator  
Village of Spencer  
PO Box 360  
Spencer, WI 54479

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

## 16. PUBLIC UTILITIES

The contractor shall notify “Diggers Hotline” and all utility companies not less than the three days prior to the date intended to do any work which will affect their facilities. No excavation work will begin before the official start time indicated by the Digger's Hotline ticket generated for the site. It is the contractor's responsibility to maintain locates made by Diggers Hotline and other utilities. All work related to utilities locates must be performed within the dates and times provided by the locating service. It is the contractor's responsibility to refresh locates if they become expired. No excavation work will be allowed around expired locates. Telephone, electric power and other wire service and gas service pipes will be disconnected by the utility owner outside the buildings and all fixtures belonging to the utility companies will be removed by them. The contractor is responsible for proper disconnection of sewer and water. The Village may elect, but is not required, to have electrical and gas utilities removed by the local utility provider prior to demolition of the Building. Contractors will be responsible for the coordination of water and sewer utility removal. All utilities; natural gas, electrical, water and sewer should be removed entirely back to the curb side or lot line of the property, whichever applies. Termination and capping of utilities at the curbside or lot line need to be performed by utility personnel or tradesmen carrying the license appropriate to perform the termination.

## 17. DISPOSAL OF MATERIALS AND DEBRIS

Except as provided for below, all materials removed, other than utility owned fixtures, and all debris resulting from the removal operations, shall become the property of the contractor and shall be disposed of by him in accordance with the following provisions:

- a. Burning of debris will not be permitted on the Property.
- b. All salvageable materials including metal, brick, wood, stone and other materials present at the time of demolition shall be sold by contractor for the highest price obtainable and credited to Village toward the contract price. Copies of records of the sale of salvageable materials from the site shall be provided to the Village Administrator at the time of completion of the project.
- c. All materials and debris resulting from the removal or demolition operations shall be disposed of by the contractor at locations outside of the Property, in a manner that will not create a public nuisance, not result in unsightly conditions within the view of any public road, recreational area, residential district or other place of public concern. Suitable disposal sites shall be arranged for and secured by the contractor. The contractor shall assume full responsibility for acceptable disposition of the material as well as for any damage resulting from the disposal operations.
- d. Any contaminated material, such as lead, asbestos or any other type of material requiring an affidavit and/or bill of lading, must be properly disposed of at an appropriate site,

copies of all generated paperwork must be supplied to the Village Administrator/Clerk/Treasurer as soon as reasonably possible after transport.

#### 18. HAZARDOUS MATERIAL REMOVAL

If any suspected hazardous materials should be revealed during the demolition process it is the contractor's responsibility to stop work, provide reasonable, proper containment to minimize the release of liquid substances or airborne particles into the atmosphere. The Village Administrator must be notified immediately. All contractors on site must follow all local, state and federal regulations. Removal of such materials must be performed by an appropriately licensed contractor carrying proper certification to perform the work according to Wisconsin State Statutes, Marathon County health regulations, Wisconsin DNR and including all local ordinances, laws or regulations that may apply. Documentation of proper disposal of all hazardous materials, if encountered, must be provided to the Village Administrator prior to completion of project.

#### 19. BASEMENT BACK FILLING

The contractor shall fill all basements of buildings removed to the level of the existing ground surface. The backfill shall be granular material and may be a pit-run or crusher-run mineral product that will all pass a three inch (3") sieve and that is so graded from coarse to fine that, of the portion passing a one inch (1") sieve, not more than twenty percent (20%), by weight, will pass the #200 sieve. The material shall not contain oversize salvaged bituminous particles or stone, rock or concrete fragments in excess of the amount and size permissible for placement as specified.

Excavations shall be back filled to the required elevations with approved material, and shall be uniformly distributed in layers twelve inches (12") or less in thickness and thoroughly compacted by mechanical means to a density of ninety-five percent 95%, modified proctor, before successive layers are placed.

#### 20. TOP SOIL

Topsoil used for the finished grading of lawns or planted areas shall be a fertile, friable loam, neither excessively acidic, nor excessively alkaline, suitable for the growth of grass or plants and of like or better quality as the rest of the site. Obtain topsoil from local sources that shall pass the No. 10 sieve. Do not obtain topsoil from bogs or marshes. Contractor is responsible for grass seeding, mulch and water as needed for the first three (3) weeks.

#### 21. METHOD OF MEASUREMENT

No measurement will be made of any building removal, but will be considered to be included in the single lump sum for which payments will be made. When the contractor is required to furnish material for filling basements and excavations, no measurement will be made for this material and it will be considered to the lump sum cost for building removal.

## 22. METHOD OF PAYMENT

Payment for the time removing the Building at the contract lump sum shall be considered compensation in full for all costs of work required including breaking down, removing, utility abandonment, sealing of pipes, obtaining permits, disposal of materials, furnishing and placing backfill material, and for furnishing all labor, tools, equipment, materials and incidentals necessary to complete the work.

## 23. INDEMNITY AND HOLD HARMLESS

By submitting a bid, contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Village, its employees, officers, officials, and agents from and against all claims, suits, liens, damages, losses, and expenses for injury, loss or damage including but not limited to attorney's fees and defense costs, except to the extent of the Village's negligence, arising out of or related to this agreement, from the performance of any and all work or services under this agreement, and/or any failure or claimed failure of the contractor to comply with all provisions set forth in this agreement or the contract documents. Contractor agrees that this indemnity obligation is in addition to any other indemnity obligations set forth within the contract documents and that it will secure insurance as required to ensure the provisions of this agreement.



**Appendix A**

**VILLAGE OF SPENCER, WISCONSIN**

**DEMOLITION OF 108 NORTH LASALLE STREET, SPENCER, WISCONSIN  
(COMERCIAL BUILDING SUBJECT TO RAZE ORDER)**

**BID SUMMARY**

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

**A. Lump Sum Bid**

All work as specified for the demolition of 108 North LaSalle Street, Spencer, Wisconsin (Commercial Building subject to Raze order) project.

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

Addendum(s) Acknowledged # _____	Dated: _____
# _____	Dated: _____
# _____	Dated: _____
# _____	Dated: _____

After having read the terms, conditions and specifications of this bid, I/we (Name of Firm) \_\_\_\_\_  
\_\_\_\_\_ guarantee performance to the Village of Spencer no later than  
March 15, 2019.

**SIGNING OF BID**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_

Witness Signature: _____	Witness Signature: _____
Date: _____	Date: _____

**VILLAGE OF SPENCER, WISCONSIN**

**DEMOLITION OF 108 NORTH LASALLE STREET, SPENCER, WISCONSIN  
(COMMERCIAL BUILDING SUBJECT TO RAZE ORDER)**

**CERTIFICATE OF ELIGIBILITY**

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

The \_\_\_\_\_,  
hereby certifies that it is not included on the United States Comptroller General's "List of persons or firms currently debarred from violations of various public contracts incorporating labor standard provisions."

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Name of Individual, Partner or Corporation

Phone #

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Address

---

Authorized Signature

Title

Date

**VILLAGE OF SPENCER, WISCONSIN**

**DEMOLITION OF 108 NORTH LASALLE STREET, SPENCER, WISCONSIN  
(COMMERCIAL BUILDING SUBJECT TO RAZE ORDER)**

**NON-COLLUSION BIDDING CERTIFICATION**

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

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder or with any other competitor.
  2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
  3. No attempt has been made or shall be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose or restricting competition.

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Name of Individual, Partner or Corporation

Phone #

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Address

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Authorized Signature

Title

Date

**Appendix B**

**PERFORMANCE AND PAYMENT BOND**

Wis. Stat. § 779.14

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

A \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Village of Spencer, a municipal corporation of the State of Wisconsin, 105 South Park Street, Spencer, Wisconsin 54479, hereinafter called Village, in the penal sum of

\_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States of America, to be paid to or on behalf of said Village for the payment of which sum, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents..

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Village, dated \_\_\_\_\_ day of \_\_\_\_\_, 2019, a copy of which is hereto attached and made part hereof for the demolition and removal of the commercial building located at 108 North LaSalle Street, Spencer, Wisconsin.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms and conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Village with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such contract, and if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations, supplying the principal with labor

and materials in the prosecution of the work provided for in the contract, and shall fully indemnify and save harmless the Village from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Village all outlay and expense which the Village may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and said surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Village and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, one of which shall be deemed an original, (number)

This the \_\_\_\_ day of \_\_\_\_\_, 2019.

**PRINCIPAL (Contractor):**

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Authorized Signature)  
Print Name:

\_\_\_\_\_  
(Authorized Signature)  
Print Name:

\_\_\_\_\_  
(Address, City, State, Zip)

**SURETY:**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature) (Attorney in Fact)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

NOTE: Attach Power of Attorney.

NOTE: The bond must be dated the same as or later than the date of the Agreement. If Contractor is a Partnership, all partners must execute the bond.

NOTE: Surety Company must be authorized to transact business in Wisconsin.

NOTE: Approval and execution of the Agreement by the Village Administrator/Clerk/Treasurer shall constitute approval of this Performance Bond for the purposes of S.779.14, Wis. Statutes.

**Appendix C**

**AGREEMENT**

This agreement (the "Agreement") is entered into by and between the Village of Spencer, Wisconsin (the "Village"), P.O. Box 360, 105 South Park Street, Spencer, WI 54479, and \_\_\_\_\_ (the "Contractor"), with an address of \_\_\_\_\_ doing business as (Check One):

- An Individual                       A Partnership                       A Corporation

in the State of \_\_\_\_\_.

The Village and the Contractor agree as follows:

1.     Scope of Project. The Contractor shall complete all work for Demolition Of 108 North LaSalle Street, Spencer, Wisconsin (Commercial Building Subject To Raze Order) in accordance with the terms of the Bid Specifications attached hereto and incorporated into this Agreement by reference.
  
2.     Contract Time. The Contractor agrees to complete the work no later than March 15, 2019.
  
3.     Contract Price. In consideration of the satisfactory completion of the work in accordance with the contract documents, the Village shall pay the Contractor a contract price in the amount of \_\_\_\_\_. Any deviations from the Contract Price may only be made through a written change order ("Change Order") that is signed by the Village.
  
4.     Entire Agreement. This agreement, including the Bid Specifications attached hereto, constitutes the entire agreement between the Village and the Contractor.
  
5.     Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
  
6.     Amendment. This Agreement may not be amended, changed, modified or altered without in each instance the prior written consent of the Village.
  
7.     Governing Law. This Agreement is prepared and entered into with the intention that the laws of the state of Wisconsin shall govern its construction.
  
8.     Notice. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested, to the parties at the addresses set forth above, and either party may by like notice at any time and from time to time

designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

9. Waiver. No waiver of any default by the Village shall be implied from any omission by the Village to take any action on account of such default if such default persists or is repeated. No express waiver shall effect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by the Village shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

10. Binding Effect. Each provision hereof shall extend to and shall, as the case might require, bind and inure to the benefit of the Village and the Contractor and their respective successors and assigns.

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

Dated: \_\_\_\_\_

Village of Spencer

By: \_\_\_\_\_

Paul Hensch  
Village Administrator/Clerk/Treasurer

Dated: \_\_\_\_\_

Contractor

By: \_\_\_\_\_

Contractor Authorized Signature

\_\_\_\_\_  
Name and Title Printed



**CORPORATE CERTIFICATE**

I certify that \_\_\_\_\_, who signed the Agreement form on behalf of the  
Contractor was then \_\_\_\_\_ of said corporation and that the contract was duly  
signed for and on behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

**IMPORTANT NOTE: The Agreement and the Corporate Certificate must be signed by  
different officers of the Corporation. The same officer must not sign both**