### APPLETON REDEVELOPMENT AUTHORITY (ARA)

# **REQUEST FOR QUOTATION**

# DEMOLITION OF OFFICE BUILDING, REMOVAL OF PARKING LOT AND REMOVAL OF CONTAMINATED SOILS 222 N. ONEIDA ST. APPLETON, WI

**February 19th**, 2018

#### PROJECT DETAILS FOR DEMOLITION AND CONTAMINATED SOIL REMOVAL AT 222 N. ONEIDA ST. APPLETON, WI

The City of Appleton Redevelopment Authority is seeking proposals to demolish the structure, remove the parking lot, haul, fill, grade and seed the property at 222 N. Oneida St., Appleton, WI. The property and structures are owned by the Appleton Redevelopment Authority.

#### SCOPE OF WORK

- 1. Demolish the approximately 9,600 square foot, 2 story office building
- 2. Remove parking lot and excavate areas of VOC and PAH contaminated soil as indicated on Exhibit A.
- 3. Remove and dispose of all debris from demo and parking lot.
- 4. Dispose of any contaminated soils as appropriate (Addressed below that contaminated soils will get transported to a licensed landfill).
- 5. Remove and dispose of foundations
- 6. Fill as needed for proper drainage, grade and seed site\*

\*If fill is needed, the City has approximately 3,000 cu/yds of clay in the Southpoint Commerce Park in the City of Appleton that is available free of charge (hauling and tracking pads at site of removal responsibility of contractor)

#### ADDITIONAL DETAILS

- 1. Contractor responsible for all permits
- 2. All contents to be disposed of by contractor
- 3. Any items salvaged from the project shall become property of the contractor
- 4. Contractor to coordinate with OMNNI Associates to ensure compliance with the following testing/investigation:
  - a. During demolition of excavation, contractor to provide up to 5 test pits in the parking lot area for OMNNI to investigate subsurface conditions.
  - b. Contractor to provide OMNNI a three business day notice prior to conducting test pits and/or excavation in the areas of the contaminated material. OMNNI must be on-site for those activities to commence.
- 5. Please break down the quotes as specified below:
  - a. Above mentioned scope of work for the demolition of building, foundations and parking lot, fill, grade and seed of site.
  - b. Identify as line item, cost for the removal, transport, disposal of contaminated soils to the Outagamie County Landfill (Transport via DNR Licensed truck)
    - There is a potential for up to 600 yards of contaminated soil to be removed.
    - Contractor to provide weigh tickets from landfill to OMNNI personnel.
    - City of Appleton to pay all tipping fees for the material and is not to be considered to be part of this project.

#### PROJECT SCHEDULE

1. Completed Proposals are due by 3:00 p.m. on Wednesday, March 7, 2018 to:

Matt Rehbein City of Appleton Department of Community/Economic Development 100 N. Appleton Street Appleton, WI 54911

Electronic copy is acceptable and should be sent to <a href="mailto:matthew.rehbein@appleton.org">matthew.rehbein@appleton.org</a>

 Tour/inspection of the property available to proposing parties. Please contact Matt Rehbein for access details. Staff can be available to answer questions.
For questions specific to coordination with OMNNI and soil remediation/testing coordination, please contact:

OMNNI Chris Rogers, Project Manager/Hydrogeologist 920.830.6331 Chris.Rogers@OMNNI.com

**3.** All work shall be completed by May 1, 2018.

#### INSURANCE REQUIREMENTS

Contractor shall submit a Certificate of Insurance meeting requirements of the attached Exhibit A within 5 business days of quote acceptance by City of Appleton.

#### ADDITIONAL INFORMATION

Please direct any questions to Matt Rehbein at (920) 832-6463 or matthew.rehbein@appleton.org. We look forward to hearing from you.

### IR 4.1 – Razing or Moving Buildings or Material City of Appleton Insurance Requirements

#### Project: \_\_\_\_\_

The contract or purchase order is not considered approved and the Contractor shall not commence work until proof of the required insurance has been provided to the applicable department for the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is <u>primary</u> <u>coverage</u> and any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time specified in the contract or listed below, whichever is longer.

#### 1. INSURANCE REQUIREMENTS FOR CONTRACTOR

**Commercial General Liability** coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

٠	Each occurrence limit	\$1,000,000
•	Personal and Advertising Injury limit	\$1,000,000
٠	General aggregate limit (other than products/completed	
	operations) <b>per project</b>	\$2,000,000
٠	Products/Completed Operations aggregate	\$2,000,000
	NOTE: Coverage must be carried for two years after acceptance	
	of completed work.	
٠	Fire Damage limit – any one fire	\$50,000
٠	Medical Expense limit – per person	\$5,000
٠	Watercraft Liability Protection & Indemnity coverage	

**IF** the project includes the use or operation of any watercraft ........ \$1,000,000

**Automobile Liability** coverage at least as broad as Insurance Services Office Business Automobile Form with \$1,000,000 minimum limits combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 - "Any Auto" basis.

**Workers' Compensation** as required by the State of Wisconsin and employers liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act coverage.

**Umbrella Liability** coverage at least as broad as the underlying commercial general Liability, watercraft liability (if required), automobile liability and employers liability, with a minimum limit of

•	Each occurrence	\$2,000,000
	Aggregate	
	Maximum self-insured retention	

**Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and slung cargo **if** the project includes the use or operation of any aircraft, drone or helicopter.

**Builder's Risk/Installation Floater/Contractor's Equipment or Property: If applicable** the contractor is responsible for loss and coverage for these exposures. The City of Appleton will <u>not</u> assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the contractor or its subcontractors or are to be built, installed or erected by the contractor or subcontractors.

Bond Requirements: Per Municipal Code Sec. 4-207

- License and Permit Bond: The Contractor will provide to the City a License and Permit Bond in the amount of \$5,000 or the amount stipulated in the City of Appleton's Municipal Code Section 4.
- Acceptability of Bonding Company: The Permit Bond shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

#### 2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS/SUB-SUB CONTRACTORS

- Primary and Non-Contributory requirement All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Appleton.
- Acceptability of Insurers: Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- Additional Insured Requirements: The City of Appleton, and its officers, council members, agents, employees and authorized volunteers must be named as additional insureds on all liability policies for liability arising out of project. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.

 Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work and shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of Appleton. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure or its equivalent must also be provided.

#### 3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain Commercial General Liability (Watercraft liability if applicable), Automobile Liability, Workers' Compensation and Employers Liability, (Aircraft liability if applicable) insurance as broad and with the same limits as required per Contractor insurance requirements in Section 1.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – REQUIREMENTS CONTINUE ON FOLLOWING PAGE The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

- **Bond Requirements** 
  - **Bid Bond**: The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
  - **Payment and Performance Bond**: If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
  - Acceptability of Bonding Company: The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
  - License and Permit Bond: The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.

#### Property Insurance Coverage to be provided by the <u>Contractor</u>

- The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
- Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
- Coverage will be on a **Replacement Cost basis.**
- The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
- Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
- Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
- Coverage must include testing and start up.
- Coverage must include boiler and machinery if the exposure exists.
- Coverage must include engineers' and architects' fees.
- Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
- The policy must cover/allow partial utilization by owner.
- Coverage must include a "waiver of subrogation" against any named insureds or additional insureds.
- Contractor is responsible for all deductibles and coinsurance penalties.

- Pollution Liability Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers
  - Definition of "Covered Operations" in the policy must include the type of work being done for the City of Appleton
  - Limits of Liability:

- \$500,000 each loss for bodily injury, property damage, environmental damage
- \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
- Deductible must be paid by the Contractor, consultants/engineers
- The City of Appleton, its Council members and employees must be Additional Insureds
- The policy must also cover subcontractors
- Specify if "<u>Wrongful Delivery</u>" is covered
- Must cover motor vehicle loading and unloading and show on Certificate of Insurance
- Certificate of Insurance must state:
  - If the policy is an Occurrence or a Claims Made Form
  - If the defense costs reduce the limit of liability
  - If the policy covers motor vehicle loading and unloading claims
  - If there is an underground storage tank or a super fund exclusion
  - If there is a Contractual Liability Exclusion
  - If Bodily Injury includes mental anguish and emotional distress
- Aircraft Liability insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo IF the project includes the use or operation of any aircraft, drone or helicopter.
- □ Watercraft liability protection and indemnity coverage to be provided by the <u>Contractor</u>



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