

WB-17-12

City of Manitowoc

CONTRACT DOCUMENTS

And

SPECIAL PROVISIONS AND CONDITIONS

For

**DEMOLITION AND REMOVAL OF ALL ABOVE GROUND
STRUCTURES AT 1502 WASHINGTON STREET, MIRRO
BUILDING PROPERTY**

Dan Koski

Director of Public Infrastructure

2017

*City of Manitowoc, Wisconsin***TABLE OF CONTENTS***For***PROJECT: #WB-17-12 DEMOLITION AND REMOVAL OF
ALL ABOVE GROUND STRUCTURES AT 1502
WASHINGTON ST.; MIRRO BUILDING PROPERTY**

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NOTE: Any Addenda and plans attached are a part of this Contract Volume

(#400-CV-Contents)

NOTICE TO BIDDERS

Notice is hereby given that Vbids through Quest will be received by the Board of Public Works of the City of Manitowoc, Wisconsin, at the Engineering/Planning Conference Room in the City Hall at 4:00 P.M., Wednesday, February 8th, 2017, for : #WB-17-12 Demolition and Removal of All Above Ground Structures at 1502 Washington Street, Mirro Building Property, according to plans and specifications on file at the Department of Public Infrastructure.

A **Mandatory** Pre-Bid Meeting will be held on Wednesday, January 18th, 2017 at 1:00 p.m. and Wednesday, February 1st, 2017 at 1:00 p.m. followed by an on-site tour. Safety vests, safety shoes, safety glasses and hard hats are required for the on-site tour. Attendance of only one (1) pre-bid meeting is required.

Detailed specifications, with form of contract and bond, are available for a non-refundable fee of \$50.00 through Quest (project #4786893). A bid bond or Surety 2000 in the amount of 5% of the bid must accompany each proposal as a guaranty. The right to reject any or all bids or to waive any informality is reserved by the City.

ONLINE ELECTRONIC BIDDING THROUGH QUESTCDN IS THE ONLY WAY THE BID WILL BE ACCEPTED. TO ACCESS THE ELECTRONIC BID FORM, DOWNLOAD THE PROJECT DOCUMENTS AND CLICK THE ONLINE BIDDING BUTTON AT THE TOP OF THE ADVERTISEMENT.

SPECIFICATIONS ARE AVAILABLE FOR DOWNLOAD AT QUESTCDN.COM OR WWW.MANITOWOC.ORG. (QUEST PROJECT #4786893)

THE FOLLOWING INFORMATION IS REQUIRED TO BE SUBMITTED WITH THE BID:

Proof the contractor successfully completed a similar project. The proof or documentation shall include:

- Project reference(s).
- All state certification requirements as applicable.

THE CITY OF MANITOWOC IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE ON THE BASIS OF HANDICAPPED STATUS IN ADMISSION OR ACCESS TO, OR TREATMENT OR EMPLOYMENT IN, ITS PROGRAMS AND ACTIVITIES.

Dated this 6th day of January, 2017

Published: January 11, January 17 and January 30, 2017

(Signed) Jennifer Hudon, City Clerk

Published by authority of the Common Council of the City of Manitowoc, Wisconsin.

INSTRUCTION TO BIDDERS

1. METHOD OF BIDDING. The only acceptable method of bidding a CONTRACT with the CITY OF MANITOWOC (hereinafter "OWNER") is described as follows and must be strictly complied with.

- (a) The first step is the filing of a PROPOSAL or BID on the form the OWNER has prepared. This BID PROPOSAL must include an affidavit of organization and authority which indicates whether the BIDDER is a corporation, a partnership or a sole proprietor. The affidavit must contain a sworn statement that the BIDDER has examined and carefully prepared the PROPOSAL from the PLANS and SPECIFICATIONS and has checked the same in detail. (Wis. Stat. §66.0901-(7))
- (b) At the same time there must be filed either the required SURETY2000 or an ELECTRONIC BID BOND in the required amount, as set forth below, If the BIDDER is successful they must, within the time limited by the OWNER, file a properly executed CONTRACT and PERFORMANCE BOND.

Each BID must be accompanied by a SURETY2000 or an ELECTRONIC BID BOND payable to the OWNER for at least five percent of the total amount of the BID. As read, LOWEST BIDDER will be responsible to send the ORIGINAL BID BOND within two business days of BID OPENING to OWNER. The SURETY2000 or ELECTRONIC BID BOND of the successful BIDDER will be retained until the PERFORMANCE BOND has been executed and approved.

The time limit for filing the executed CONTRACT and PERFORMANCE BOND is 10 days from the time the OWNER notifies the BIDDER in writing that they are the successful BIDDER.

- (c) As may be required by the OWNER, the BIDDER before receiving any form for a BID PROPOSAL must submit a full and complete statement sworn to before an officer authorized to administer oaths of financial ability, equipment, experience in the WORK prescribed and such other matters as the OWNER may require for the protection and welfare of the public. (Wis. Stat. §66.0901-(2))

The object of the questionnaire is not to discourage bidding or make it difficult for QUALIFIED BIDDERS to file BIDS. Neither is it intended to discourage beginning CONTRACTORS. It is intended to make it possible for the OWNER to have exact information on financial ability, equipment and experience in the field of the CONTRACTS at hand in order to cut down the hazards involved in awarding CONTRACTS to parties apparently not qualified to perform them. The OWNER reserves the right to require additional information before awarding the CONTRACT in order to determine qualification for the WORK.

2. INFORMATION ON EXECUTING THE CONTRACT. If the BID is by a corporation, the CONTRACT should be signed with the corporate name by both the president and secretary. The corporate seal should be attached. If the corporation has no seal, a statement to that effect should be made.

If the BID is by a partnership, the CONTRACT should be signed in the partnership name by each of the partners.

If the execution of the CONTRACT is by a corporation, and it is not signed by both the president and secretary, then a certified copy of a resolution of the board of directors should be supplied showing the authority of the parties signing the CONTRACT to sign for the corporation.

If the CONTRACT is with a partnership, and it cannot be signed by all partners, satisfactory proof should be furnished showing the power of the partner or partners who do sign to bind the partnership.

3. PERFORMANCE BOND. The successful performance of the CONTRACT must be assured by a PERFORMANCE BOND executed by successful BIDDER in the full amount plus 10% of the CONTRACT on a form to be prepared by OWNER. Such BOND must also be executed by security BOND approved by the OWNER.
4. ATTORNEYS-IN-FACT. Attorneys-in-fact who sign BID BONDS or PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney. Failure to do so may result in a rejection of a BID.
5. NO DOUBLE BIDDING. More than one PROPOSAL under the same or different names will not be received from one BIDDER. All such PROPOSALS shall be disqualified.
6. RIGHT OF WAIVER OR REJECTION. The OWNER reserves the right to reject any or all BIDS or waive any defects found in BIDS or PROPOSALS submitted.
7. WITHDRAWAL OF BID. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.
8. ADDRESS OF BIDDER. The place of residence of every BIDDER with the county and state must be given after their signature.
9. MUST USE CITY FORMS. All PROPOSALS shall be made upon BIDDING blanks furnished by the DIRECTOR OF PUBLIC INFRASTRUCTURE. No documents may be removed from the bidding blanks. The complete CONTRACT documents must be returned as part of the BID unless specified in the Special Provisions and Conditions.
10. ERRORS IN BID. A BID PROPOSAL will be disqualified because of gross errors in computation which cannot be resolved by mathematical correction without resorting to information not contained in the BID.

Errors in extension may be corrected providing that the unit cost is legible and can be

definitely identified as complying with item specifications. The total BID shall be adjusted in accordance with approved extension corrections. An extension may not be divided by number of units specified to determine a unit cost if such is omitted by the BIDDER. It is the responsibility of the BIDDER to submit a neat, accurate and complete PROPOSAL if their BID is to be accepted.

11. PARTIAL BIDDING. BIDDERS must quote on all items appearing on the BID FORMS unless specific directions in the advertisement, on the BID FORM, or in the SPECIAL SPECIFICATIONS allow for partial BIDS. Failure to quote on all items, unless specifically exempted as set for above, shall disqualify the BID. When quotations on all items are not required, BIDDERS shall insert the words "NO BID" where appropriate.
12. SALES TAX EXEMPTION. BIDDERS shall be required to comply with Chapter 77 of Wisconsin State Statutes and more specifically Section 77.54(9m) as it relates to the sales tax exemption for building materials that become part of a facility for a local unit of government for all BIDS. (This is also known as 2015 Wisconsin Act 126).
13. UNBALANCED BID. An unbalanced BID may be reason for rejection of a PROPOSAL, as determined by the DIRECTOR OF PUBLIC INFRASTRUCTURE.
14. CONDITIONAL BID. A conditional or qualified BID will not be accepted.
15. PAYMENT PROCEDURES. The CONTRACTOR shall familiarize themselves with the approval procedures of the DIRECTOR OF PUBLIC INFRASTRUCTURE and the paying procedures of the OWNER and submit applications for payment to the DIRECTOR OF PUBLIC INFRASTRUCTURE for his/her approval as payments become due. All written correspondence shall be directed to the DIRECTOR OF PUBLIC INFRASTRUCTURE.
16. RIGHT OF SET-OFF. BIDDERS are advised that in those situations where the CONTRACTOR is for any reason indebted to the OWNER, the OWNER shall have the right in CONTRACT to deduct and retain the balance of any such indebtedness out of the money or monies which may be due or become due under this contract.
17. OTHER INFORMATION. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT.
18. AWARD. Award will be made to the lowest responsible BIDDER.
19. LAWS. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout.
20. DUTY. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any

BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to their BID.

21. SUB-CONTRACTOR. As required by Wis. Stats. §66.0901(7), SUB-CONTRACTORS to be used by the CONTRACTOR must be listed. If no SUB-CONTRACTORS are to be used for the project, the word “None” shall be written in the spaces provided. The OWNER reserves the right to reject any SUB-CONTRACTOR listed who is not determined by the OWNER to be qualified for the work involved. Should the OWNER have any such objection, it will notify the CONTRACTOR before awarding their BID. In such event, the CONTRACTOR shall be required to obtain the services of a SUB-CONTRACTOR acceptable to the OWNER or have its BID disqualified. No other substitution of SUB-CONTRACTORS shall be permitted without the prior written approval of the OWNER.
22. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964 and as subsequently amended, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
23. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
24. COMPLIANCE WITH SUBSTANCE ABUSE PREVENTION. Any BIDDER who is submitting a BID is required to comply with the requirements of Wis. Stats. Ch. 103 for a written substance abuse testing program. Said substance abuse testing program is required to include the elements outlined in Wis. Stat. §103.503(3). Verification of said program is required.
25. DISCLOSURE OF OWNERSHIP. As required by Wis. Stats. §66.0903 or 103.49, the Contractor shall disclose to the City of Manitowoc the name of any “other construction business” which the Contractor, or a shareholder, officer or partner of the Contractor, owns at least a 25% interest on the date the Contractor submits a Bid or completes negotiations, or has owned at least a 25% interest in at any time within the preceding three years.



BID PROPOSAL

ON

DEMOLITION AND REMOVAL OF ALL ABOVE
GROUND STRUCTURES AT 1502
WASHINGTON ST., MIRRO BUILDING
PROPERTY

The undersigned having hereto attached the following documents:

1. Affidavit of Organization and Authority.
2. Surety2000 or Electronic bid bond equal to 5% of the total amount bid.

do herewith submit the following bid; based upon unit prices shown in the bid worksheet.

See BID WORKSHEET tab on VBid

I further certify that no agreement has been entered into to prevent competition for said work; that I have carefully examined the site where the work is to take place, the plans, specifications, form of contract, bond and all contract documents.

I further certify that I shall abide by the City of Manitowoc's Standard Specifications for Public Works Construction and further certify that all Sub-Contractors abide by same. (Available at www.manitowoc.org/dept_engineering_Specs.html or the City of Manitowoc Engineering Department located in City Hall.)

I further agree to enter into the contract as provided in the contract documents under all the terms, conditions and requirements of those documents.

Company _____

By _____

Title _____

LIST OF SUB-CONTRACTORS PERFORMING WORK UNDER THIS CONTRACT

- NOTES: 1. THE CONTRACTOR MUST LIST ALL SUB-CONTRACTORS IN THE SPACES PROVIDED BELOW.**
2. IF NO SUB-CONTRACTORS ARE BEING USED, THE WORD "NONE" SHALL BE WRITTEN IN THE SPACE PROVIDED.
3. YOUR BID WILL BE REJECTED IF YOU FAIL TO COMPLETE THIS FORM.

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE #(_____) _____
WORK CLASSIFICATION _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE #(_____) _____
WORK CLASSIFICATION _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE #(_____) _____
WORK CLASSIFICATION _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE #(_____) _____
WORK CLASSIFICATION _____

NAME _____
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WORK CLASSIFICATION _____

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ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE #(_____) _____
WORK CLASSIFICATION _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE #(_____) _____
WORK CLASSIFICATION _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE #(_____) _____
WORK CLASSIFICATION _____

Bid Quantities For
Demolition and Removal of All Above Ground Structures at 1502 Washington Street, Mirro Building Property
City of Manitowoc Contract #: WB-17-12,

Item #	Item Description	Units	Qty
1	Mobilization	LS	1
2	Removal and Disposal of Mercury Spill (Hazardous Waste)	LS	1
3	Mercury Switch (Restricted Waste)	EA	7
4	Exit Signs (Restricted Waste)	EA	55
5	Oil Capacitor (Restricted Waste)	EA	1
6	Door Closure (Restricted Waste)	EA	64
7	Light Ballast (Restricted Waste)	EA	38
8	Light Ballast (Collected in Loading Dock) (Restricted Waste)	1 Cubic Yard	1
9	Fluorescent Bulbs (Restricted Waste)	EA	28
10	Compact Fluorescent Bulbs (Restricted Waste)	EA	3
11	Transformers (small wall mounted units) (Restricted Waste)	EA	46
12	Transformers (Large Units 8' x 8') PCB TSCA Waste	EA	2
13	Motor Gear Box (Restricted Waste)	EA	7
14	Microwave (Restricted Waste, Appliances cannot be landfilled)	EA	1
15	Fan Bearing Oil (Restricted Waste)	EA	1
16	Air Conditioning Unit (Restricted Waste, Appliances cannot be landfilled)	EA	1
17	Refrigerator (Restricted Waste, Appliances cannot be landfilled)	EA	1
18	Television (Restricted Waste, Appliances cannot be landfilled)	EA	2
19	Batteries (Restricted Waste)	EA	10
20	Fire Extinguisher (Restricted Waste)	EA	7
21	Compressed Gas Tank (Restricted Waste)	EA	1
22	Pressure Tank (Restricted Waste)	EA	1
23	Pump Housing (Oil) (Restricted Waste)	EA	1
24	Bearings (Oil at Ceiling) (Restricted Waste)	EA	13
25	Water Fountain (Restricted Waste)	EA	2
26	Emergency Lighting (Restricted Waste)	EA	1
27	Temporarily Cover PCB contaminated Concrete and Wood Flooring in Area 8, Loading Dock with screwed down 3/4 inch plywood over a minimum 6 ml plastic sheeting	Sq. Ft.	4000
28	Remove and Dispose of PCB contaminated Concrete in Area 8 (Concrete Thickness 8 inches) TSCA Waste	Sq. Ft.	500
29	Remove and Dispose of PCB contaminated 1.5 inch thick wood flooring in Area 8 over concrete TSCA Waste	Sq. Ft.	50
30	Remove and Dispose of PCB contaminated Concrete and 1.5 inch thick wood floor in Area 14 (Concrete Thickness 12-15 inches) TSCA Waste	Sq. Ft.	700
31	Remove and Dispose of PCB contaminated Concrete in the Loading Dock Area (Concrete Thickness 12-15 inches) TSCA Waste	Sq. Ft.	3500
32	Remove and Dispose of PCB contaminated 1.5 inch thick wood flooring in the Loading Dock Area (Concrete Thickness 12-15 inches) TSCA Waste	Sq. Ft.	300
33	PCB Contaminated Woody and Misc. Debris (Estimated Depth of PCB Contamination from Ground up 6 inches. TSCA Waste	Cubic Yards	35
34	PCB in Concrete and Ground Material under Debris Pile (Thickness 10-12 inches) TSCA Waste	Sq. Ft.	2000
35	55 Gallon Metal, Container ID 289-01(Restricted Waste)	EA	1
36	55 Gallon Metal, Container ID 289-02 9 (General Waste)	EA	1
37	55 Gallon Metal Over packed Container ID 289-03 (Restricted Waste)	EA	1
38	5 Gallon Poly over packed polyurethane Container ID 289-06 (Restricted Waste)	EA	1
39	5 Gallon Metal A, Container ID 289-08 (Restricted Waste)	EA	1
40	20 LB Cylinder Propane Tank 1/4 full, Container ID 289-09 (Hazardous Waste)	EA	1
41	Break Surface and Fill for Vaults 1 ,2, 3, 4 & 5 with WDNR Approved Clean Fill	Cubic Yards	610
42	Break Surface and Fill for Anomalies 4 with WDNR Approved Clean Fill	Cubic Yards	250
43	Break Surface and Fill 14 Tunnel Entrances and 1 Heat Treatment Pit with WDNR Approved Clean Fill	Cubic Yards	250
44	Loading for Off Site Trucking of all debris, stacked and piled Bricks not in or part of the buildings on site down to slab on grade or equal elevation where slab does not exist	LS	1
45	Demolition, Removal and Loading for Off Site Trucking of all Materials in or on the Brick Veneer, Steel I Beam and Timber 7 story South Building, 5 story addition, and Water Tank	LS	1
46	Demolition, Removal and Loading for Off Site Trucking of all Materials in or on the Cast Concrete 6 Story North Building, and 2 story linking building, and Tower	LS	1
47	Demobilization	LS	1

Bid Quantities for Alternates
Demolition and Removal of All Above Ground Structures at 1502 Washington Street, Mirro Building Property
City of Manitowoc Contract #: WB-17-12,

ALTERNATE A

48	Cost for Hauling of all demolition debris from bid items 44, 45, and 46, to the Waste Management Facility in Whitelaw, WI	LS	1
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ALTERNATE B

49	Cost for Hauling of all demolition debris from bid items 44, 45, and 46, to the Advance Disposal Facility in Chilton, WI	LS	1
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ALTERNATE C

50	Cost for Hauling of all demolition debris from bid items 44, 45, and 46, to the Outagamie County Recycling & Solid Waste Facility in Appleton, WI	LS	1
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STATE OF WISCONSIN)
) SS.
COUNTY OF)

(Fill out applicable paragraph).

The bidder is a corporation organized and existing under the laws of the state of _____ and its president is _____, its secretary is _____ and it does have a corporate seal. The president is authorized to sign construction contracts and bids for the company by action of its board of directors taken _____ a certified copy of which is hereto attached. (Strike out this last sentence if not applicable).

The bidder is a partnership consisting of _____ and _____ partners doing business under the name of _____.

The bidder is an individual and if operating under a trade name such trade name is as follows _____.

The business address of the bidder is as follows: _____

Its phone number is _____

_____ also deposes and says that he has examined and carefully prepared his bid proposal from the plans and specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Name of Organization

My Commission Expires:

6

BID BOND

KNOW ALL MEN BY THESE PRESENTS that _____ of the city of _____, Wisconsin as principal and _____ of _____, state of _____ a corporation organized and existing under the laws of the state of _____ and authorized to transact business in the state of Wisconsin (hereinafter called surety) as surety are held and firmly bound unto the city of Manitowoc a municipal corporation of the state of Wisconsin in the penal sum of _____

_____ Dollars good and lawful money of the United States of America, to be paid to the city of Manitowoc its duly authorized attorneys, agents or officers or its successors or assigns for which payment, will and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20____

WHEREAS the above bounden principal has this day filed a bid with the city of Manitowoc for the performance of the following public work, namely _____

_____ which said bid is hereto attached and made a part of this bond,

NOW THEREFORE the condition of the above obligation is such that if the above principal _____ shall file and properly execute the proper contract and performance bond within the time limited by the city which contract and performance bond shall provide for the doing of such work upon the terms and conditions of the plans and specifications and upon the terms and conditions of the bid, then this obligation to be void, otherwise to be and remain in full force and effect.

Signed, sealed and delivered

In presence of as to principal. _____ (SEAL)

Principal

_____(SEAL)
Surety

By: _____

CONTRACT

This contract made this _____ day of _____, 20____ by and between _____ herein called the "Contractor" and the city of Manitowoc, a municipal corporation, located in Manitowoc County, Wisconsin, herein called the "Owner".

WITNESSETH: That the Contractor and the Owner for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK.

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation services required to perform and complete in a workmanlike manner the following work:

in connection with the construction of a _____ project of the owner, all in strict accordance with the specifications and drawings and in strict compliance with the contractor's proposal and other contract documents, herein mentioned as component parts of this contract. The contractor shall do everything required by this contract and other documents constituting a part hereof and in the manner specified therein.

ARTICLE II. CONTRACT PRICE.

The owner shall pay to the contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price computed as follows.

_____ Dollars
CONTRACT PRICE \$ _____

Unless otherwise provided in the detailed specifications, payments are to be made to the Contractor not later than the _____ of each month, on the basis of approved written estimates of the Board of Public Works of the value of the work performed during the preceding month and materials suitably stored on the site which are to be incorporated into the project. The Owner shall retain amounts pursuant to state statutes.

The Board of Public Works, in case the work under this contract is not completed within the time required, or within an extended time approved in writing by the Board of Public Works, is authorized to take charge of the work and finish it at the expense of the Contractor and their sureties and to apply the amounts retained from estimates to the completion of the work.

The final payment shall be made within 45 days after completion and acceptance of the work included in this contract and all payment shall be due when certificates are issued for them. However, the Owner may withhold payments prior to final acceptance of the work for reasons set forth in the Standard Specifications for Public Works Construction.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT.

Contractor shall comply with the Standard Specifications listed on the City's website www.manitowoc.org and furnish the required insurance and endorsements prior to the City executing the contract.

This contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or, if not attached, as if the same were hereto attached.

1. Notice to Bidders
2. Instructions to Bidders
3. Bid Proposal
4. List of Sub-Contractors
5. Affidavit of Organization and Authority
6. Bidder's Proof of Responsibility
7. Contract
8. Contract or Performance Bond
9. Disclosure of Ownership
10. Special Provisions & Conditions
11. Addenda
12. Plans
13. Standard Specifications for Public Works Construction

The contract documents form a complete unit and requirements called for by one are as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern. Special Provisions and Conditions of the contract shall control over the Standard Specifications.

ARTICLE IV. PAYMENT FOR LABOR AND MATERIAL.

The Contractor specifically agrees to pay for all claims for labor performed at rates at least equal to the wage scale on file with the City Clerk for this project and materials furnished, used or consumed in completing the foregoing contract together with all items enumerated in Section 779.15 Wisconsin Statutes, as the obligation of the Contractor.

ARTICLE V. PRIME CONTRACTOR AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGE RATE DETERMINATION AND DAVIS BACON WAGE DETERMINEATION

As required by Wisconsin Statute §66.0903 and 103.49, the Contractor agrees to submit to the City of Manitowoc prior to final payment, a Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination on a state form (Form ERD-5724) to be furnished by the City. This form must be filed by all Contractors who are subject to the prevailing wage law. Contractor further agrees to fully comply with all requirements of Wisconsin Statute §66.0903 or 103.49 and Chapter DWD 290 of the Wisconsin Administrative Code. In this Affidavit, the Prime Contractor states under oath that it has received the required Affidavit of Compliance from each of its agents and subcontractors.

As required by Wisconsin Statute §66.0903, Sub-Contractors must file Agent or Subcontractor Affidavit of Compliance with Prevailing Wage Rate Determination on a state form (Form ERD-10584) with the City's Prime Contractor. The Contractor must supply the City with a copy prior to final payment.

ARTICLE VI. FINAL PAYMENT LIEN WAIVER.

When filing an application for final payment, the Contractor shall file an executed Lien Waiver (Form 530) on a form supplied by the City. The Contractor shall also request Lien Waivers from Sub-Contractors and Suppliers on Contractor supplied forms. A copy must be given to the City prior to final payment to the Contractor.

ARTICLE VII. DISCLOSURE OF OWNERSHIP.

As required by Wisconsin Statute §66.0903 or 103.49, the Contractor shall disclose to the City of Manitowoc the name of any "other construction business" which the Contractor, or a shareholder, officer or partner of the Contractor, owns at least a 25% interest on the date the Contractor submits a Bid or completes negotiations, or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

ARTICLE VIII. OBSTRUCTION OF STREETS.

If the Contractor shall in any manner obstruct a street or sidewalk, they shall put up and maintain (as per the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES for Streets and Highways, latest edition) barriers, lights and appropriate reflective signage to prevent accidents, and shall be liable for damages caused by failure to do so; and such Contractor shall further be liable for all damages caused by the negligent excavation of streets, alleys, or public grounds or which may result from their carelessness in the performance of such work. (Section 62.15 (11) Wisconsin Statutes.) The Contractor shall also be bound by any further requirements of the specifications on this point.

In witness whereof, the parties hereto have caused this instrument to be executed in three original counterparts the day and year first above written.

SOLE PROPRIETORSHIP OR PARTNERSHIP

Name of Proprietorship or Partnership

Address

Sole Proprietor or Partner

Partner

Partner

CORPORATION

Name of Corporation

Address

By: _____
President

Attest: _____
Secretary

(CORPORATE SEAL)

CITY OF MANITOWOC

By: _____
Mayor

By: _____
City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form

By _____
City Finance Director - Treasurer

City Attorney

Date _____

Date _____

CONTRACT OR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____

(Hereinafter called the Principal), and _____

of _____

(Hereinafter called the Surety), are held and firmly bound unto the City of Manitowoc, a Municipal Corporation of the State of Wisconsin, (Hereinafter called the Obligee), in the full and just sum of _____ Dollars;

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has executed and entered into a certain contract with the said Obligee dated _____ 20____, said contract being hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 779.14, Wisconsin Statutes, is such that, if the Principal shall faithfully perform the said contract and pay every person entitled thereto for all claims for labor performed and materials furnished under the Contract, to be used or consumed in making the public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) No assignment, modification or change of the Contract, or change in the work covered thereby, or any extension of time for the completion of the Contract shall release the sureties on the bond.

(2) Not later than one year after the completion of work under the Contract, any party in interest may maintain an action in his own name against the Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.

Signed, sealed and delivered _____

(Date)

Principal (Seal)

Witness as to Principal _____

Surety

Approved _____

MAYOR

Disclosure of Ownership

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
- (A) The contractor, or a shareholder, officer or partner of the contractor:
- (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
- (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Signature of Authorized Officer		Date Signed	
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

SPECIAL PROVISIONS AND CONDITIONS

INTENT AND SCOPE

It is the intent of the City of Manitowoc to have the Contractor will provide all labor, equipment and material associated with and needed for demolition and removal of all above ground structures and debris on the Mirro Building Property located at 1512 Washington Street, in the City of Manitowoc, WI.

The Contractor shall also remove and dispose of PCB contaminated material and restricted waste as designated in the environmental reports and according to the Technical Specifications.

The City of Manitowoc intends to award the lowest bidder based upon the qualified bid results.

All work shall be performed according to the plans and specifications, and as defined in Contract #WB-17-12 documents, specifications and associated reports.

The City of Manitowoc reserves the right to delete any portion of this Contract or cancel the entire project.

Any questions regarding the project requirements shall be directed to Mr. David Fowler, Senior Project Manager of Stantec Consulting, Inc., and (262) 643-9035.

PRE-BID DATE

Pre-Bid meetings followed by On-site tour will be held on Thursday, January 18th, 2017 and Wednesday, February 1st, 2017. The pre bid meetings will start promptly at 1:00 p.m. at the City of Manitowoc, City Hall. Proper Safety Equipment is required (hard hats, safety glasses, safety vests, and safety shoes). Any questions on the Pre-Bid meeting and site tour please contact Mr. Nic Sparacio, Community Development Director, (920) 686-6930.

COMPLETION DATES

All work included and defined in Contract #WB-17-12 documents, specifications and associated reports shall be completed on or before the Completion Date of July 1st, 2017.

Failure to meet the Completion Date listed above will result in the assessment of Liquidated Damages and Inspection Fees for Late Work.

The time limit for filing the executed contract and performance bond is 10 days from the time the City notified the Bidder in writing that he is the successful bidder.

LIQUIDATED DAMAGES

For every calendar day of delay in the completion of the Work beyond the time specified, unless extended by written agreement, there shall be deducted from the amount due under this Contract as fixed, agreed and liquidated damages, the sum of **Three Hundred Dollars (\$300)**.

This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor by reason of inconvenience to the public and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the contract.

PREVAILING WAGE RATES

There are no federal or state prevailing wage rates required for this project.

STANDARD SPECIFICATIONS*

All work under this contract shall be in accordance with the City of Manitowoc's "**Standard Specifications for Public Works Construction**" and is included by reference as a part of this contract. The City's Standard Specifications are available via the City's website at www.manitowoc.org.

TECHNICAL SPECIFICATIONS*

All work shall also be in accordance with the attached Technical Specifications.

*Where the TECHNICAL SPECIFICATIONS and the STANDARD SPECIFICATIONS conflict the technical specifications shall rule unless the STANDARD SPECIFICATION is cited or referenced in the TECHNICAL SPECIFICATION.

INSTRUCTION TO BIDDERS

1. Mr. David Fowler, Senior Project Manager of Stantec Consulting, LLC, (262) 643-9035, Project Manager for the Contract.
2. The Contractor shall be responsible for obtaining all necessary local permits (building, plumbing, electrical) and for paying all permit fees.
3. The Project timetable (work not to begin without Notice to Proceed issued).
 - a. Mobilization start time is March 1st, 2017
 - b. All work to be completed by July 1st, 2017.

SALES TAX EXEMPTION

The Contractor shall be required to comply with Chapter 77 of Wisconsin State Statutes and more specifically Section 77.54(9m) as it relates to the sales tax exemption for building materials that become part of a facility for a local unit of government. (This is also known as 2015 Wisconsin Act 126).

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1.0 SUMMARY OF WORK

A. GENERAL

This Section describes the project in general and provides an overview of the extent of the work to be performed. Detailed requirements and extent of work is stated in the applicable TECHNICAL SPECIFICATIONS, City of Manitowoc Standard Specifications for Public Works Construction (STANDARD SPECIFICATIONS) and attached reports. For the project Site reports, see link into the City Website in TECHNICAL SPECIFICATION 02 SITE CONDITIONS. For the City of Manitowoc Standard Specifications use the following link,

<http://www.manitowoc.org/index.aspx?nid=386>

B. DESCRIPTION OF THE PROJECT

The Bid consists of demolition and removal of all above ground structures and debris located on the property at 1512 Washington Street, Mirro Building Property (the Site, the Property), according to plans and specifications on file at the Department of Public Infrastructure. The work at this Property includes securing the Site from public access and maintenance of existing security fencing.

The work at this Property includes disconnection and abandonment of utilities, placement of fill in all identified subsurface voids, vaults and tunnels, regrading exposed soil as needed after demolition, and removal of debris to maintain Site surface drainage patterns and not increase stormwater discharge from the Property.

The work at this Property includes removal of restricted waste listed in the Pre Demolition Inspection: Restricted Waste Inventory 1512 Washington Street, Manitowoc, Wisconsin, dated: November 11, 2016 attached to this document.

Limits of demolition and the project Site are presented in the Mirro Building Structural Condition Assessment Report/Memo dated 9/13/2016 and the Pre Demolition Inspection for Asbestos and Lead Paint at 1512 Washington Street, Manitowoc, Wisconsin, dated: September 21, 2016 attached to this document.

C. WORK BY OTHERS

No work by others is anticipated for this project. However, the Contractor shall not be responsible for any Hazardous Environmental Materials or Condition which were not identified in the TECHNICAL SPECIFICATIONS or Contract Documents

D. DUST CONTROL

Site dust control must comply with the applicable City ordinance and ch. NR 447 regulations, and STANDARD SPECIFICATIONS 200.7 Dust Reduction. In addition, no visible dust will be allowed to leave the project Site.

E. EROSION CONTROL

Site erosion control must comply with the applicable erosion control ordinance and construction site erosion control plan and permit as identified in STANDARD SPECIFICATIONS 800 Erosion Control and Stormwater Management.

F. TRAFFIC CONTROL

Traffic control must comply with applicable City of Manitowoc ordinances and STANDARD SPECIFICATIONS 900 Traffic Control and 950 Traffic Signals.

G. PAYMENT

The work specified in this Section shall be considered incidental and no separate payment will be made.

* * * * *

2.0 SITE CONDITIONS

A. SUBSURFACE INFORMATION

No test holes or borings have been made by the Owner for this specific project; however, any information the Owner may have concerning subsurface conditions in the project area are available at the following link:

<https://www.dropbox.com/sh/qharxxmn6qh6av6/AABYQdHYBx5jl2aer7hw9a1Na?dl=0>

Such information is offered as supplementary information only. Neither the Owner nor the designee assumes responsibility for any conclusions or interpretations made by the Contractor on the basis of such supplementary information.

B. SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, particularly those bearing upon access to the Site, availability of transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, or similar physical conditions at the Site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any way affect the work or the cost thereof under this Contract. Information the Owner has concerning conditions in the project area is available in following reports that can be found at the attached link:

<https://www.dropbox.com/sh/qharxxmn6qh6av6/AABYQdHYBx5jl2aer7hw9a1Na?dl=0>

Report 03	Phase I ESA
Report 05	Building Condition Memorandum
Report 06	Ground Floor Features
Report 08	Geophysical Survey
Report 09	Inventory of Floor Stains
Report 11	Subsurface Tunnel Inspection
Report 12	Building Condition Assessment
Report 15	Pre-demolition ACM and LBP Inspection
Report 21	Containerized Waste Characterization
Report 25	Pre-Demolition Inspection: Restricted Waste Inventory
Report 26	Identification and Delineation of Residual PCBs Impacts to Porous Media (In process)
Report 27	Wipe Sampling of Former PCB Electrical Transformer Components
Report 28	Waste Characterization-Former Heat Treating Pit
Report 29	Waste Characterization of Demolition Debris (In Process)

C. UNEXPECTED ENCOUNTERS WITH HAZARDOUS MATERIALS

If unknown hazardous materials are encountered, the City of Manitowoc, with technical support from the Consultant, will be responsible to evaluate the need for the following actions:

1. Collect Samples
2. Perform lab analysis of samples to determine if hazardous materials are present
3. Prepare an abatement and removal plan.
4. Develop a Materials Handling Plan
5. Prepare Demolition Contract Changes

In the event that unknown hazardous material is encountered during construction, work suspension may be needed to verify the presence and extent of hazardous materials. The Owner or designee has the right to suspend work as specified in the STANDARD SPECIFICATIONS, SECTION 100 Article 15.01. The Owner will evaluate Site conditions, collect samples and field data, and prepare a materials handling plan for implementation by the Contractor. Contractor will be granted an adjustment in Contract Price and an extension of the Contract time or both directly attributable to this suspension defined above and are entitled to make a claim as specified in STANDARD SPECIFICATIONS, SECTION 100 Article 10, Article 11, AND Article 12.

D. EROSION CONTROL

Construction Site erosion control must comply with the applicable erosion control ordinance, City of Manitowoc erosion control permit, and as specified in TECHNICAL SPECIFICATIONS 01 SUMMARY OF WORK.

E. RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Neither the Owner nor his officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

The Contractor shall at all times provide unobstructed access to fire hydrants, underground conduit, manholes, and water and gas valve boxes.

The Contractor shall be solely and directly responsible to the owner and operators of such utility properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage that may result from the construction operations under this Contract.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority and inform the Owner, cooperate with said authority in restoration of service as promptly as possible, and bear all costs of repair. In no event shall interruption of any water or utility service be allowed unless prior approval is granted by the owner of the utility.

The Contractor shall replace, at his own expense, any and all other existing utilities removed or damaged during construction, unless otherwise provided for in these Contract Documents.

RELOCATIONS REQUIRED BY CONSTRUCTION

Where existing utilities, structures, or other physical obstructions block or impede construction under this Contract, they shall be permanently relocated. Such relocations shall be considered as required by construction. All other relocations shall be treated in accordance with UTILITY INTERFERENCES INCIDENTAL TO CONSTRUCTION below.

The Contractor shall give immediate notice to the Owner and the owner of the utility when a physical conflict is determined to exist. The actual relocation will be accomplished by the owner of the utility, structure, or other physical obstruction subject to Section 200.35(6) WIS. STATS., unless otherwise specified in these Contract Documents. Any delays resulting from the required relocations of the utilities are the responsibility of the Contractor.

UTILITY INTERFERENCES INCIDENTAL TO CONSTRUCTION

Where existing utility lines or structures are so located as to interfere with the Contractor's method of performing the work, but do not reasonably block or impede construction, under this Contract, any modification, alteration, or relocation of interfering utility, either permanent or temporary, shall be accomplished at the expense of the Contractor.

The Contractor shall give immediate notice to the Owner and the owner of the utility when interference is determined to exist and shall obtain approval to relocate such utility or to discontinue service therefrom from the Owner and the owner of the utility. The owner of the utility shall have the right to do all work required to discontinue, relocate, and replace interfering utilities and charge the Contractor for all costs thereof. When approved by the Owner and the owner of the utility, all work required to discontinue, relocate, and replace interfering utilities may be done by, or arranged for, by the Contractor. All such discontinuance, relocation, and replacement shall be accomplished in accordance with all requirements of the owner of the utility.

When notified by the Contractor that an unanticipated interference or conflict has been determined to exist, the Owner will determine whether such interference shall be considered as required by construction or as incidental to construction.

F. SERVICES AND UTILITIES IN THE WORK AREA

The following is a list of the major services and utilities in the work area indicating the name and telephone number of the contact person to be notified prior to the commencement of any work and if conflicts or emergencies arise during the progress of the work:

Digger's Hotline WI One-Call Center	811 or 800-242-8511
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Diggers Hotline Emergencies only	262-432-7910 or 877-500-9592
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Manitowoc County Numbers:

Emergency Management 1024 South 9th Street 1st Floor, Room 113 Manitowoc, WI 54220	920-683-4207
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County Sheriff 1025 South 9th Street Manitowoc, WI 54220	920-683-4200
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Department of Public Works 1028 South 9th Street Manitowoc, WI 54220	920-683-4054
--	--------------

County Highway Department 3500 State Highway 310 Manitowoc, WI 54220	920-683-4353
--	--------------

City of Manitowoc:

Department of Community Development Community Development Director 900 Quay Street Manitowoc, WI 54220	920-686-6930
---	--------------

Department of Public Infrastructure Director of Public Infrastructure 900 Quay Street Manitowoc, WI 54220	920-686-6550
--	--------------

City of Manitowoc – Stormwater Management	920-686-6910
--	--------------

City of Manitowoc – Wastewater Treatment	920-686-3551
---	--------------

City of Manitowoc – Fire Emergency	911
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City of Manitowoc – Fire Department	920-686-6540
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Manitowoc Police Department 910 Jay Street Manitowoc, WI 54220	920-686-6500
--	--------------

Wisconsin Department of Transportation N.E. Region 944 Vanderperren Way Green Bay, WI 54304-0080	920-492-5643
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Utilities:

Manitowoc Public Utilities

1303 South 8th Street

P.O. Box 1090

Manitowoc, WI 54221

920-683-4600

Electric (Emergency)

920-683-4622

Water (Emergency)

920-683-4633

G. INTERFERING STRUCTURES

Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground, an attempt has been made to show major structures on the Plans. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented as a guide to avoid known possible difficulties.

Protect existing structures from damage, whether or not they lie within the right-of-way or the limits of the easements obtained by the Owner. Where existing structures are damaged during the work, they shall be restored at the Contractor's cost to a condition equal to or better than the condition prior to commencement of the work and to the satisfaction of the Owner.

The Contractor may, with the approval of the Owner and without additional compensation, remove and replace in a condition equal to or better than the condition prior to commencement of the work, any small interfering structures such as fences and signposts that interfere with the Contractor's operations.

H. PAYMENT

The work specified in this Section shall be considered incidental and no separate payment will be made.

Appropriate adjustments to the contract will be made in accordance if unexpected hazardous materials are required during construction.

* * * * *

3.0 PROTECTION OF THE ENVIRONMENT

A. GENERAL

The Contractor, in executing the work, shall maintain all work areas, on and off the Site, free from environmental pollution that would be in violation of any law.

B. PROTECTION OF SEWERS

Take adequate measures to prevent the impairment of the operation of the existing sewer system. Prevent construction material, pavement, concrete, earth, or other debris from entering a sewer or sewer structure.

C. PROTECTION OF WATERWAYS

The Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of, or the delivery of any runoff water containing, any refuse, rubbish, dredge material, sediment or debris therein.

Contractors are specifically cautioned that disposal of materials into any waters of the State must conform with the requirements of a Chapter 30 permit from the Wisconsin Department of Natural Resources (DNR) and a Section 404 permit from the U.S. Army Corps of Owners. These permits will be obtained by the Contractor and posted on the jobsite if needed. If the Contractor fails to comply with the provisions of any applicable permit or license issued pursuant to Chapter 30, Wisconsin Statutes, regulations issued pursuant to the authority granted in Chapter 30, Wisconsin Statutes, or regulations for work site erosion control in NR216, Wisconsin Administrative Code, the Owner may stop work on the project.

Within two days following the Notice to Proceed, the Contractor shall submit to the City of Manitowoc an erosion and sediment control plan, and a permit application in accordance with the STANDARD SPECIFICATION, Section 800 Erosion Control and Stormwater Management, and the requirements of Chapter 29 of the Municipal Code of the City. The Contractor cannot start work on the demolition without receiving approval of the erosion and sediment control plan and an approved permit from the city. The Contractor shall comply with all applicable provisions of the permit conditions established by the City of Manitowoc.

D. CLEANING DURING CONSTRUCTION

At all times, maintain areas covered by the Contract and public properties free from accumulations of waste, debris, and rubbish caused by construction operations.

All waste materials generated by the Contractor shall be removed from the Site in a manner that will cause the least damage to adjacent lawns, grassed areas, trees, gardens, shrubbery, or fences regardless of whether these are on private property or on public rights-of-way.

Cleaning and disposal operations shall comply with local and Wisconsin ordinances and anti-pollution laws. Do not burn or bury rubbish, debris, or waste materials on the project Site or dispose of volatile wastes such as mineral spirits,

oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of waste, debris, and rubbish into streams or waterways is prohibited.

Appropriate containers for collection and disposal of waste materials, debris, and rubbish shall be provided by the Contractor.

E. PROTECTION OF AIR QUALITY

Trash burning will not be permitted on the construction site.

If temporary heating devices are necessary for protection of the work, such devices shall be of a type that will not cause pollution of the air.

F. USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer reactant, or of other classification, must show approval of either the U.S. Environmental Protection Agency (EPA) or the U.S. Department of Agriculture or any other applicable regulatory agency. Use of all such chemicals and disposal of residues shall be in conformance with the manufacturer's instructions.

G. NOISE AND DUST CONTROL

The Contractor shall so conduct all operations as to cause the least annoyance to the residents in the vicinity of the work and shall comply with all applicable laws. Construction equipment shall be equipped with mechanical devices and/or provided with barriers or shields and operated, as may be necessary, to minimize noise and dust. Compressors shall be equipped with silencers on intake lines. All internal combustion engines shall be equipped with silencers or mufflers on exhaust lines. Storage bins and hoppers shall be lined with material that will deaden sounds. The operation of dumping rock and of carrying rock away in trucks shall be so conducted as to cause a minimum of noise and dust. Vehicles carrying rock, concrete, or other material shall be routed over such streets as will cause the least annoyance to the public and shall not be operated on public streets between the hours of 8 p.m. and 7 a.m. or on Saturdays, Sundays, or legal holidays unless the Contractor obtains written permission from the City and appropriate agencies within the municipality where the work is to be conducted.

Contractor shall develop and implement a dust control plan that ensures conformance with the dust control standards of the Wisconsin DNR and other applicable federal, state, and local standards, at all times during the Work.

If visible dust is observed leaving the property, or complaints from neighbors are received, the Contractor shall cease work and identify the source of emissions and immediately take corrective action, which will be in addition to methods described in the Contractor's Dust Control Plan, such as misting the area with water, at no additional cost to the Owner.

H. PAYMENT

The work specified for the design and construction of the erosion control on this site will be considered part of the lump sum payment for mobilization.

All other work specified in this Section shall be considered incidental and no separate payment will be made.

* * * * *

4.0 SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY

A. CONTRACTOR'S RESPONSIBILITY FOR SAFETY

The Contractor shall be solely and completely responsible for safety as set forth in the Article "SAFETY" in the STANDARD SPECIFICATIONS, SECTION 100, Article 6.13. This requirement shall apply continuously and not be limited to normal working hours. Neither the Owner nor their representatives are responsible for safety.

The Contractor is advised to pay particular attention to the subsurface structures on the Mirro Property for the use of equipment to complete the tasks under this contract. The Contractor is further advised that there is a large crack in the wall of the north subsurface tunnel near floor access Manhole #10 found on Figure 4 Subsurface & Tunnel Network and Access Locations. Pictures of the tunnel condition and crack can be found in Report 11 *Subsurface Tunnel Inspection*, Attachment A page 3.

B. CONSTRUCTION SAFETY PROGRAM

1. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for initiating, maintaining, and supervising safety, property loss prevention, and anti-substance abuse precautions and programs in connection with the Work. Contractor shall provide all protection to prevent injury to all persons involved in any way in the work and all other persons including, without limitation, the employees, agents, guests, visitors, invitees, and licensees of the Owner who may visit the jobsite or be affected by the work. These precautions shall include, but in no event be limited to: (1) the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; (2) the furnishing and maintaining of necessary traffic control barricades and flagman services; (3) the use, storage, removal, of other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and (4) the maintenance of adequate quantities of both hose and operable fire extinguishers at the project Site.

2. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL LAW

All work, whether performed by the Contractor or its Subcontractors at any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools, and like items incorporated or used in the work, shall be in compliance with and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all rules, regulations, and requirements of the Owner or its designee and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

3. CONTRACTOR'S DESIGNATION OF SAFETY REPRESENTATIVE

The Contractor shall designate a qualified member of its organization as Safety Representative at the project Site, whose duties shall be to enforce the Contractor's safety programs, to assure compliance with the Contract Documents, and to prevent accidents. This person's name and qualifications shall be submitted to the Owner or its designee in writing by the Contractor for approval. The Contractor shall further cause each of its Subcontractors at any tier to designate a responsible supervisory representative to assist the Contractor's Safety Representative in the performance of its duties as described above and in STANDARD SPECIFICATIONS, SECTION 100, Article 6.14.

4. SUSPENSION OF CONTRACTOR'S WORK

Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner or its designee shall have the right, but not the obligation, to suspend work in the unsafe area. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

5. CONTRACTOR'S ASSURANCE OF SAFETY EQUIPMENT

The Contractor shall provide to each worker on the project Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the project Site who fails or refuses to use the same. The Owner or its designee shall have the right, but not the obligation, to order the Contractor to send a worker home for the day, or to discharge a worker, for his/her failure to comply with safe practices or anti-substance abuse policies, and the Contractor shall promptly comply with all such orders

6. CONTRACTOR'S INDEMNITY OF THE OWNER FOR CONTRACTOR'S NONCOMPLIANCE WITH SAFETY PROGRAM

The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend, and hold the Owner and its designee harmless from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Subcontractors at any tier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of these Contract Documents. The Contractor shall not be relieved of its responsibilities should the Owner or its designee act or fail to act pursuant to its rights hereunder. The Owner or its representative shall not assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, by virtue of providing field observation on safety issues.

Contractor shall not raise as a defense to its obligation to indemnify under this Section any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.

In any and all claims against those indemnified hereunder by any employee of the Contractor, any Subcontractor of any tier, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation below shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor of any tier under any workers' compensation act, disability benefit, or other employee benefit acts.

7. CONTRACTOR'S PROTECTION OF WORK

The Contractor shall, throughout the performance of the work, maintain adequate and continuous protection of all work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the work, and shall comply with the requirements of the Owner or its designee and its insurance carriers and with all applicable laws, codes, rules, and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards.

The Owner or its designee may, but shall not be required to, make periodic inspections of the project Site. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities, and the Owner or its designee shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Contract.

8. SURFACE OR SUBSURFACE WATER

Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under the structures except where required by the Contract Documents for the Project. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines, ditches, dams, or other methods approved by the Owner or its designee in writing and in accordance with all regulatory requirements. The proposed location and coordination of temporary channels and conduits diverting accumulated water from the project Site shall be submitted to the Owner or its designee for its prior written approval. All such work shall be done at the sole expense of the Contractor.

9. EMERGENCIES

In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action, the Owner or its designee may immediately take whatever steps it deems necessary including, but not limited to, ordering suspension of the work as provided in the Section 04 of these Contract Documents and the STANDARD SPECIFICATIONS, SECTION 100, Article 15.

The Owner or its designee may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the Owner or its designee (whether such fees are for in-house counsel or counsel retained by the Owner), in taking the steps authorized by the above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify, and hold the Owner, its officers, agents, and employees harmless against any and all costs or expenses pursuant to this Section, by whomsoever incurred. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided for in the STANDARD SPECIFICATIONS of the Contract Documents.

C. SITE SAFETY PLAN

The Contractor shall set forth in writing a Site Safety Plan and, if requested by the Owner or its representative, submit the same to the Owner or its representative for review. The Owner or its representative may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

The Site safety plan as a minimum, shall include, but not be limited to, the following: organization of the Contractor, general corporate safety program, and Site-specific details identifying hazards anticipated, control measures, training and retraining requirements, and basic safety checklists; property loss prevention; anti-substance abuse precautions; and procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite.

The Contractor shall communicate appropriate instructions and prepare warning signs in languages and symbols which can be understood by all persons on the work Site.

The Contractor's safety program shall be designed and operated to correct safety hazards and violations as they are discovered and reported.

The Owner may, at its sole discretion, incorporate any portion of the Contractor's Site safety plan as additional elements of the Contract and may expect the Contractor to enforce these conditions in the same manner as any other contract clause.

D. SAFETY EQUIPMENT

The Contractor shall maintain at the jobsite safety equipment applicable to the work as prescribed by the governing safety authorities, including all articles necessary for giving first aid to the injured.

The Contractor shall do all work necessary to protect the general public from hazards including, but not limited to, surface irregularities or un-ramped grade changes in pedestrian sidewalks or walkways, and trenches or excavations in roadways. Barricades, lanterns, and proper signage shall be placed as necessary to ensure safety to the public and the work.

The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, and machinery guards shall be in accordance with the requirements of applicable governing safety authorities.

During progress of the work, the Contractor shall at all times maintain satisfactory temporary chain link fencing, solid fencing, railings, overhead protection, barricades, or steel plates, as applicable, at all openings, obstructions, or other hazards in headways, sidewalks, floors, roofs, walkways, and the like. All barriers shall have adequate signage and warning lights required for public safety.

E. REPORTING REQUIREMENTS

If serious injury or damage occurs, the accident shall be reported immediately by telephone to the Owner and to appropriate local authorities. The Contractor must submit to the Owner a report of each accident reportable under Worker's Compensation Law, which includes identification of corrective actions to reduce the probability of a similar accident. This report shall be prepared and signed by the Contractor's safety professional.

The Contractor must submit to the Owner, within 48 hours of receipt, a copy of any citations concerning safety aspects of the project received from OSHA or any other agency.

If a claim is made by anyone against the Contractor or any Subcontractor resulting from an accident, the Contractor shall promptly report the facts in writing to the Owner, giving full details of the claim, including investigation and restitution.

F. COMPLAINTS

All complaints received by the Contractor shall be reported to the Owner no later than the working day following receipt thereof. Such reports shall include the name, address, date, time received, date and time of action complained about, and a brief description of the alleged damages or other circumstances upon which the complaint is predicated. Each complaint shall be assigned a separate number, and all complaints shall be numbered consecutively in order of receipt. In the event more than one complaint is received from the same complainant, each later complaint shall show all previous complaint numbers registered by the same complainant. When settlement of a claim is made, the Owner shall be furnished with a copy of the release of claim by the claimant.

The Owner shall be notified immediately, throughout the statutory period of liability, of any formal claims or demands made by attorneys on behalf of claimants; of the serving of any notice, summons, subpoena, or other legal documents incidental to litigation; and for any out-of-court settlement or court verdicts resulting from litigation.

G. TRAFFIC SAFETY AND ACCESS TO PROPERTY

Comply with STANDARD SPECIFICATIONS, Section 900, Traffic Control, regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the agency having jurisdiction for the roadway. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing signs, barricades, and lights where necessary for the safety of the public. Signs, barricades, lights, and other traffic control devices shall conform to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as developed and published by the Federal Highway Administration.

The convenience of the general public and residents adjacent to the project, and the protection of persons and property, are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. Pedestrian access to properties adjacent to the work shall be provided for at all times.

The Contractor shall immediately clean up accidental spills of any type material which may be a hazard to safe movement of vehicular traffic. Where the type and amount of spilled material creates a hazard, the Contractor shall immediately post flaggers, initiate cleanup and advise the Owner of the spill.

When flaggers and guards are required by law or deemed necessary for safety, they shall be furnished with high visibility lime wearing apparel (appropriate ANSI class for their work), stop and go paddles, and other regulation traffic control devices as specified in Section 900 referenced above.

H. SNOW REMOVAL

The Contractor shall arrange his materials storage and construction operations so as not to interfere in any way with normal snow removal activities by the agency responsible for snow removal. The Contractor is responsible for snow removal within the limits of the project, as necessary to complete the work.

I. ACCESS FOR EMERGENCY, PUBLIC TRANSPORTATION, AND POSTAL VEHICLES

Notify the fire department, police department, and applicable public and school transportation companies at least 14 days before closing any street or portion thereof. No closing shall be made without appropriate concurrence of aforementioned departments. Notify said departments when the streets are again passable for emergency vehicles. Maintain vehicle access to consecutive arterial crossings or dead end streets, in excess of 300 linear feet, unless special written permission has been obtained from the fire and police departments.

The Contractor shall leave his night emergency telephone number or numbers with the fire and police departments so that contact may be made easily at all times in case of barricade or flare trouble or other emergencies.

K. FIRE PREVENTION AND PROTECTION

The Contractor shall execute the work in a fire-safe manner and shall supply and maintain on the Site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable fire-prevention laws. Where these laws do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

L. SECURITY

The Contractor, if in his opinion deems it necessary to install surveillance equipment and employ watchman to safeguard the work, equipment, or the public, shall be responsible for equipment costs and employ only licensed and uniformed watchmen physically capable of adequately patrolling the whole of the work.

M. LIGHTING OF WORK AREAS

Light in all areas where the work is in progress shall be adequate, as determined by the Owner, to permit proper inspection of all operations at all times. The intensity of the lighting shall be as required by all applicable laws for tunnel excavation operations. The intensity shall be increased as required by the Owner for concrete placement and inspection in the tunnel and for final cleanup. Open flame lights shall not be used. Flashlights shall be explosion-proof.

N. PROTECTION OF PROPERTY

The Contractor shall employ such means and methods as necessary to adequately protect all property against damage. In the event of damage to property, the Contractor shall, at his own expense, immediately restore the property to a condition at least equal to the condition that existed prior to the commencement of the work and to the satisfaction of the Owner.

O. SITE RESTORATION AND CLEANUP

At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by materials and equipment and construction operations and leave the project Site free of rubbish or excess materials of any kind.

Applicable environmental regulations for erosion control shall be strictly enforced.

P. PAYMENT

The work specified in this Section shall be considered incidental and no separate payment will be made.

5.0 SUBMITTALS DURING CONSTRUCTION

A. GENERAL

This Section outlines in general the items that the Contractor must prepare or assemble for submittal prior to and during the progress of the work. There is no attempt herein to state all of the procedures and requirements for each submittal or for all submittals required. The Contractor's attention is directed to the individual Specification Sections in these Contract Documents which may contain in detail additional and special submittal requirements. The Owner reserves the right to direct and modify the procedures and requirements for submittals as necessary to accomplish the specific purpose of each submittal. Should the Contractor be in doubt as to the procedure, purpose, or extent of any submittal, the Contractor should direct his inquiry to the Owner.

All submittals to the Owner shall be addressed to:

Attention: Nicolas Sparacio, AICP
Community Development Director
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220-4543

B. ADMINISTRATIVE SUBMITTALS

The Contractor shall provide all of the submittals required by the Owner, the Bidding Requirements, the STANDARD SPECIFICATIONS, and as may be specifically required elsewhere in these Contract Documents.

The Contractor shall make required submittals promptly to the applicable federal, state, or local agency. Failure to comply with this requirement may result in the withholding of progress payments and make the Contractor liable for other prescribed action and sanctions.

The Contractor shall submit to the Owner a copy of all notifications, reports, and certifications, and payroll report forms that he submits directly to a federal, state, or other governing agency.

The Contractor shall submit to the Owner, two copies of each purchase order for all materials and equipment furnished under these Specifications for which payment is requested under the provisions of the STANDARD SPECIFICATIONS, Section 100, Article 14 before the materials and equipment are incorporated into the work. Each purchase order shall show the supplier's name, manufacturer's name, materials, type, model number, size, quantity, and accessory list.

C. TECHNICAL SUBMITTALS

GENERAL

Requirements in this Section are a general summary and in addition to any specific requirements for submittals specified in other Divisions and Sections of these Contract Documents.

Data submitted shall have sufficient detail for determination of compliance with the Contract Documents.

Review of substitutions, schedules, and lists of materials submitted or requested by the Contractor shall not add to the Contract amount, and any additional costs that may result therefrom shall be solely the obligation of the Contractor.

The Owner shall not be responsible for providing engineering or other services to protect the Contractor from additional costs accruing from such approvals.

The Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefor.

No equipment or material for which listings, drawings, or descriptive material are required shall be fabricated, purchased, or installed until the Owner has on hand copies of such approved lists and the appropriately stamped final shop drawings.

Submittals will be acted upon by the Owner as promptly as possible, and in all cases within five (5) days of receipt and returned to the Contractor. Delays caused by the need for resubmittals shall not constitute reason for an extension of Contract time.

Specification Section	Submittal	Time Requirement
03	Dust Control Plan	5 days prior to NTP
03	List of All Disposal Sites	Prior to commencing work
03	Haul Route(s)	Prior to commencing work
04	Copies of citations concerning safety	Within 2 days of receipt
04	Complaints	Within 2 days of receipt
04	Site Safety Plan	Prior to commencing work
04	Monthly Safety Audit Report	Within 7 days of the end of the month
06	Erosion Control Plan and Permit	Prior to Construction Start
06	Overall Construction Schedule and	Within 5 days of NTP
06	Overall Hazard abatement and Demolition Plan	Two Working Days prior to Construction Kickoff Meeting.
06	Haul Routes	Prior to Commencing Work
06	List of All Disposal Sites	Prior to Commencing Work
09	Copies of Wisconsin DNR and USEPA Notifications and Permits	Prior to pre-construction meeting
09	Copies of information provided to City of Manitowoc Dept. of	Prior to pre-construction meeting

	Community Development – including permit application	
09	Proof that permits, site location and arrangement for transport and disposal of waste materials have been made	Prior to pre-construction meeting
09	All Contract and State required submittals	Prior to final payment
09	Disposal, salvage, or recycling facility documentation and daily log if applicable	The day immediately following the material transport from the site
09	Schedule of demolition work	Upon request of the Engineer
09	Repair methods and materials	Upon request of the engineer
09	Hazardous waste certifications/manifests for all hazardous materials documenting handling and disposal in accordance with the Specifications and all current applicable governing codes and regulations.	The day immediately following the material transport from the site
09	Manifests/load tickets for recycled, salvaged, or disposed of materials	The day immediately following the material transport from the site
09	Disposal documentation	The day immediately following the material transport from the site
09	Weekly job progress reports	Weekly during work

D. PAYMENT

The work specified in this Section shall be considered incidental, and no separate payment will be made.

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6.0 SCHEDULE AND SEQUENCE OF OPERATIONS

A. CONSTRUCTION SCHEDULE GENERAL PROVISIONS

The Contractor will start work within five (5) days after the date the Owner issues the Notice to Proceed and complete the work within one hundred twenty (120) calendar days from the date the Owner issues the Notice to Proceed

B. EROSION CONTROL PLAN

Construction site erosion control must comply with the applicable erosion control ordinance and specifications (STANDARD SPECIFICATIONS, Section 800) and the construction site erosion control plan and permit.

C. PROGRESS OF THE WORK

GENERAL

The work shall be performed at such times and in or on such parts of the project and with such forces, materials, and equipment to prevent any delay to the completion of the project within the time limits stated in the Contract and in conformance with the Overall Construction Schedule specified herein.

The Contractor may, with written approval from the Owner and acquisition of all necessary permits, and at the Contractor's own expense, carry on work outside regular hours of 7 a.m. to 8 p.m., Monday through Friday excluding holidays. In order to obtain Owner consideration of work outside the above mentioned hours, or on Saturdays, Sundays or holidays, the Contractor shall submit a written request, with reasons, to the Owner and shall allow 48 hours for written approval and satisfactory arrangements to be made for observing the work in progress. The Contractor shall comply with all applicable requirements of the Owner.

D. PRE-CONSTRUCTION CONFERENCE

Before beginning the work, the Owner will call for an asbestos pre-construction conference as defined in Section 02.

The conference shall be attended by:

Contractor's Authorized Representative

Contractor's General Superintendent

Any Subcontractor's or supplier's representatives whom the Contractor may desire to invite or the Owner may request.

Representatives from the following agencies will also be invited:

The Owner

Consultant

Environmental Protection Agency

Wisconsin DNR

Utility Companies

Local agencies

Wisconsin Department of Transportation

D. OVERALL CONSTRUCTION SCHEDULE

GENERAL

The Contractor shall prepare and submit to the Owner, within five (5) days after the Notice to Proceed, his Overall Construction Schedule (Overall Schedule). The Overall Schedule shall be comprised of preparatory and construction operations covering all work to be done in connection with the Contract.

The original of the Overall Schedule shall be drawn on 11-inch by 17-inch reproducible media. The Overall Schedule shall be in the form of a time-scaled network diagram. The network diagram shall be Critical Path Method (CPM) format and shall show the work activities, including sequences of performance and interdependency. Each activity shall be labeled with a complete description and the estimated duration in days. The Contractor shall sign and provide the Owner for his review and/or rejection as appropriate, one (1) reproducible and three (3) copies of the initial and each revision of the Overall Schedule. A computerized disk compatible with Microsoft Office Products or hard copy of the schedule and associated project description narrative and schedule data will be considered as acceptable.

Whenever, under any Contract Documents, the Owner is given the right of review or rejection of Contractor's schedules or changes thereto, such right is for the benefit and protection of the Owner and not a benefit for or service to the Contractor. Comments made by the Owner on the schedule, or lack of such comments, or rejection or non-rejection of the Contractor's schedule does not relieve the Contractor from compliance with requirements of the Contract Documents, nor do they create any responsibility or duty for scheduling owed from the Owner to the Contractor. This review, whether accompanied by comments, rejection, or neither, is only for general conformance with the schedule concept of the project and general compliance with the information given in the Contract Documents.

Failure to submit the Overall Schedule or subsequent updates of the Schedule shall be considered cause for withholding any partial payments due or that may become due under the Contract.

ACTIVITIES

An activity is defined as a time and/or resource-consuming element of work. The activities selected for inclusion in the Overall Schedule shall be discrete. All dependency relationships must be shown. When necessary, discrete activities shall be subdivided into smaller, discrete activities so that the dependency relationships may be shown. The level of detail shall be sufficiently fine to enable the Owner to determine that the project has been adequately planned and to facilitate the determination of real progress as the work is prosecuted. Activity durations exclusive of those for "Submittal Preparation by the Contractor," "Review by the Owner," and "Material Fabrication and Delivery" shall not be less than one (1) or more than twenty-one (21) days, unless otherwise approved by the Owner. Allowance for inclement weather shall be factored into each activity where appropriate. The days and number of shifts necessary to accomplish each work activity shall be shown with each work activity.

The Overall Schedule shall indicate the description, duration, sequence, and interdependency of work activities. It shall include, but not be limited to, the following items, as appropriate to this Contract:

1. Pre-Demolition Kickoff Meeting
2. Permit Plan submittals, Demolition Plan, Haul Routes, Demolition Schedule and all other submittals required prior to Demolition as specified in Section 06, SUBMITTALS DURING CONSTRUCTION.
3. Install erosion control measures as required
4. Removal and disposal of all, Restricted, Mercury, PCBs in Area 14, containerized waste and all other hazardous waste required to be removed prior to Demolition (Excludes PCB contaminated concrete in Area 8 and Loading Dock Area).
5. Removal and Hauling of all Existing non-structural construction debris and material in vacant lot and outside of the 7 story south building and the 2 story linking building
6. Removal and Disposal of all identified PCB contaminated debris from the debris pile and removal of buckled wood flooring in the Loading Dock Area to facilitate construction of temporary cover for PCB contaminated concrete..
7. Temporarily Cover PCB contaminated ground and concrete in Area 8, Loading Dock and under Debris Piles with screwed down 3/4 inch plywood over a minimum 6 ml plastic sheeting
8. Filling of Vaults, and Anomalies
9. Demolition and removal of the 7 story south building, 5 story addition and water tank.
10. Demolition and Removal of the 5 story north building, 2 story linking building and tower.
11. Removal and disposal of PCB contaminated ground and concrete in Area 8, Loading Dock and under Debris Piles.
12. Site Clean and Demobilization.
13. Final Cleanup.

PROJECT AND PROGRESS REVIEW MEETINGS

The Owner will conduct Project Meetings for the purpose of discussing and resolving matters concerning the various elements of the work. In addition, once each month, the Owner will conduct a Progress Review Meeting for coordination of schedules.

The time and place for these meetings will be as directed by the Owner. Each Contractor's Authorized Representative and Superintendent shall attend both meetings. The Owner will direct whether any Subcontractors are required to attend, and the Contractor shall comply with these attendance requirements.

Prior to the Progress Review Meeting, the Contractor shall obtain information to update the Overall Schedule to reflect progress to date. The updated Schedule

shall be available at the meeting for review. To update the Overall Schedule, the Contractor shall:

1. Enter actual start and completion dates, days and number of shifts used for those activities started and/or completed during the previous reporting period.
2. For activities in progress, indicate the percentage complete to date. Review and revise as necessary the remaining duration of the work from the update to the estimated completion date.
3. For activities not yet started, review and revise as necessary the durations and the estimated start and completion dates.
4. Add authorized Modification Orders.
5. Update status information shall be annotated on the Overall Schedule in a manner that the Overall Schedule shall graphically depict the current status of the work.

E. PAYMENT

The work specified in this Section shall be considered incidental and no separate payment will be made.

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7.0 TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

A. LAYOUT OF TEMPORARY FACILITIES

The Contractor shall make his own arrangements for storage of materials and equipment in locations at the construction site and shall submit to the Owner for review, the proposed plan and layout for all temporary offices, sanitary facilities, temporary construction roads, storage buildings, storage yards, temporary water service, and temporary power service and distribution.

Combustible materials (paints, solvents, fuels, and similar materials) shall be stored in a well-ventilated building removed from other buildings and outside of floodplains.

B. STORAGE YARDS

The Contractor shall construct temporary storage yards for the storage of materials that are not subject to damage by weather conditions. Materials such as pipe filter fabric and membranes and reinforcing and structural steel shall be stored on pallets or racks, off the ground, and in a manner that allows ready access for inspection and inventory. Temporary gravel surfacing of the storage yard(s), if used, shall meet with the approval of the Owner.

C. CONTRACTOR'S WORK AREA

The Contractor shall limit his operations and storage of equipment and materials to the areas designated in the temporary facilities plan submitted to the Owner.

Except as provided herein, no sidewalk, driveway, street, private property, or other area adjacent to the Site shall be used for storage of the Contractor's equipment and materials, unless prior written approval is obtained from the legal owner of the respective locations.

A reasonable amount of structural and other type material to be used in constructing the work may, with written approval of the agency having jurisdiction, be stored in the streets or highways adjacent to the work, but only to an extent that is absolutely necessary to avoid delay in construction. A copy of the written approval shall be submitted to the Owner. Such materials will not be allowed to accumulate, but shall be replenished from day to day as required. The permission to store materials shall be revocable at any time. The Contractor if so ordered shall immediately upon receipt of the order, or within a time to be therein stated, remove such materials.

The Contractor shall maintain the storage area during construction in a manner that will not obstruct operations on any street areas. The work shall proceed in an orderly manner, maintaining the construction site and storage area free of debris and unnecessary equipment or materials.

D. SANITARY FACILITIES

The Contractor shall provide and maintain toilets and other sanitary facilities for his employees, his subcontractors' employees, and the Owner that will comply with the regulations of the state and local health departments. The Contractor

shall furnish paper towels, soap, and toilet tissue. Chemical toilets, if used shall be of watertight construction. Upon completion of the work, all sanitary facilities shall be removed and the area restored to a condition that existed prior to the commencement of the work.

E. ELECTRIC POWER FOR CONSTRUCTION

No electric power is available at the Site. The Contractor shall make arrangements to obtain and pay for electrical power used until final acceptance of the work by the Owner.

The electrical service shall be of adequate capacity for all construction tools and equipment without overloading the temporary facilities. The temporary systems and their components shall be furnished and installed in conformance with the requirements of the National Electrical Code and all local authorities having jurisdiction.

F. SAFETY REQUIREMENTS FOR ELECTRIC POWER FOR CONSTRUCTION

Temporary electric power installation shall meet the construction safety requirements of federal (OSHA), state, and other governing agencies.

G. REMOVAL OF TEMPORARY FACILITIES AND UTILITIES

Whenever temporary construction facilities and utilities are no longer required for the work, the Contractor shall notify the Owner of the Contractor's schedule and intent for their removal and obtain the Owner's concurrence before removal. The Contractor shall disconnect and/or dismantle the temporary facilities and utilities and remove them from the Site as property of the Contractor. The Contractor shall leave the Site in the condition specified.

In unfinished areas, the Site shall be restored to original drainage patterns, evenly graded, seeded, or planted as necessary, and left with an appearance equal to, or better than, that which existed prior to the commencement of the work.

H. PAYMENT

The work specified in this Section shall be considered incidental and no separate payment will be made.

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8.0 CONTRACT CLOSEOUT (4/04)

A. SCOPE

This Section outlines the procedure to be followed in closing out all contracts.

B. SUBSTANTIAL COMPLETION

The closeout procedure is initiated by the Contractor's written notice that the work is complete.

The substantial completion date for the Contract shall be established as stated in the STANDARD SPECIFICATIONS, Section 100. Article 14.04.

C. FINAL CLEANING

At the completion of work and immediately prior to final inspection, cleaning of the entire project shall be accomplished according to the following provisions:

1. Remove all debris, including all dirt, sand, gravel, rubbish and waste material from sewers, manholes, and miscellaneous structures. Wash down and remove all materials that could be transported hydraulically to the watercourse
2. Remove all temporary structures and all materials, equipment, and appurtenances not required as a part of, or appurtenant to, the completed work. See Section 07, TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES.
3. Broom clean all paved surfaces and rake clean other surfaces disturbed by the construction.

Should the Contractor not remove rubbish or debris or not clean the Site as specified above, the Owner reserves the right to have the cleaning done at the expense of the Contractor.

D. FINAL INSPECTION

After final cleaning and restoration and upon written notice from the Contractor that the work is completed, the Owner will make a preliminary inspection with the Owner and Contractor present. Upon completion of this preliminary inspection, the Owner will notify the Contractor, in writing, of any deficiencies, omissions, or lack of completion revealed by the inspection.

Upon receiving written notice from the Owner, the Contractor shall immediately undertake the work required to remedy deficiencies and complete the work to the satisfaction of the Owner.

When the Contractor has corrected or completed the items as listed in the Owner's written notice, he shall inform the Owner, in writing, that the required work has been completed. Upon receipt of this notice, the Owner, in the presence of the Owner and Contractor, will make his final inspection of the project.

Should the Owner find all work satisfactory at the time of his inspection, the Contractor will be allowed to make application for final payment. Should the Owner still find deficiencies in the work, the Owner will inform the Contractor of the deficiencies and will deny the Contractor's request for final payment until such time as the Contractor has satisfactorily completed the required work.

In addition to the provisions described here the final inspection and payment shall be in accordance with the provisions of the STANDARD SPECIFICATIONS, Section 100, Article 14.

E. FINAL SUBMITTALS

No application for final payment will be accepted until all of the following have been submitted as required in Section 06, SUBMITTALS DURING CONSTRUCTION including, but not limited to, the following:

1. All Contract required submittals.
2. All state required submittals.

G. RELEASE OF LIENS AND CONSENT OF SURETY

No application for final payment will be accepted until satisfactory evidence of Release of Liens and Consent of Surety to Final Payment has been submitted to the Owner.

I. FINAL PAYMENT

Final payment will be made to the Contractor in accordance with the CONTRACT.

J. PAYMENT

The work specified in the Section shall be considered incidental and no separate payment will be made.

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9.0 DEMOLITION

A. SCOPE

This Section addresses the provisions, responsibilities and work necessary for the demolition of the existing aboveground buildings and termination of underground utilities.

In general, the Demolition Bid includes but is not limited to the following general activities:

1. Mobilization to and demobilization from the Property;
2. Demolition, removal and hauling of all materials from the above ground structures, and removal and hauling of all debris on the Property;
3. Termination of utilities per local ordinances and utility requirements;
4. Securing of the exposed entrances to the tunnels and vaults below ground on the Property to prevent accidental or unauthorized entry into the spaces as identified in in Report *15 Pre-demolition ACM and LBP Inspection*, Figure 2, Subsurface Tunnel Network and Access Locations;
5. Removal and disposal of the Mercury from the Mercury Spill area;
6. Removal of all Containerized and Restricted Waste as identified and listed in this bid document and attached reports;
7. Construction and installation temporary cover for PCB contaminated concrete , wood flooring and ground material.
8. Removal of all PCB contaminated concrete and ground material as identified in the bid document and attached reports;
9. Dust control;
10. Erosion control.

BLASTING

Blasting and the use of explosives will not be allowed.

DEMOLITION SCHEDULE

Demolition may be completed for the property where all appurtenances and site improvements within the parcels shall be demolished and/or removed.

Also included in the demolition scope is the removal and disposal of all building contents, other miscellaneous debris within the buildings and the property boundaries. Property boundaries are identified in spaces as identified in Report *15, Pre-demolition ACM and LBP Inspection*, Figure 1, Site Location and 2014 Ortho.

DEMOLITION WASTE MANAGEMENT

Contractor must remove/dispose of solid waste and hazardous materials in accordance with applicable Federal, State and Local regulations.

Materials may be recycled unless the material is contaminated by asbestos, lead-based paint, or other hazardous substances that would preclude recycling. The Contractor shall make a reasonable effort to recycle/salvage materials.

The Contractor is required to implement, monitor and document the disposal of all materials removed from the property.

See also Section 06 SUBMITTALS DURING CONSTRUCTION.

GENERAL

See STANDARD SPECIFICATIONS, SECTIONS 100 AND 200, adopted and amended by the City of Manitowoc, are made a part of this document by reference, which contain information and the requirements that apply to the work specified herein and are mandatory for this project.

RESPONSIBILITY

It is the Contractor's responsibility to review the Plans, Specifications, and existing site conditions prior to bidding to ascertain the extent of the demolition work requiring ground support systems.

The Contractor shall be responsible for determination of the full extent and nature of the work involved in disconnecting and removing existing materials and equipment by careful review of the Reports, Technical Specifications and by conducting a thorough inspection of the site and surrounding area prior to submitting a bid. Failure to do this shall not relieve the Contractor of responsibility to complete this work for the bid price submitted.

The Contractor shall be responsible for the repairs and associated costs in connection with damage resulting from work under this Section.

PROJECT CONDITIONS

Conduct demolition to minimize interference with adjacent buildings, storm or sanitary sewers, underground utilities, and other site work.

Cease operations in the area of the work immediately if any structure appears to be in danger and notify Engineer. Do not resume operations in that area until approved by Engineer.

The Plans of the existing buildings to be demolished are copies of original construction and subsequent remodeling drawings. Plans of existing storm or sanitary sewers, or other underground utilities are copies of original construction and subsequent alteration of sewers and utilities. The Plans are based on the best available information but details may differ. Since initial construction, the buildings, sewers and underground utilities have experienced extensive remodeling and alteration work. Not all of the remodeling and alteration work is shown on the Plans. Not all of the available plan sheets are included in these Bidding Documents. Parts of buildings, sewers, channels, underground utilities and structures that can be visually inspected are not fully shown. Contractors shall make their own inspection and evaluation of the work required (if any) due to the extent of modifications and alterations. The Contractor shall be responsible for determining the full extent of the work required by reviewing

available Plans and inspecting the Site as specified in Section 01, SITE CONDITIONS, and as specified herein.

Elements designed, furnished, and installed by the Contractor for stability and safety during construction are not shown on the Plans.

SAFETY

Contractor shall take measures to ensure the safety and protection of site visitors and the Owner's other personnel engaged on the premises.

All work shall be done in conformance with the rules and regulations pertaining to safety established by OSHA, the Wisconsin Administrative Code, and all local codes and requirements. All Contractor and/or Subcontractor employees handling PCB or other restricted waste shall have the appropriate level of Hazardous Waste Operations and Emergency Response (HAZWOPER) training as covered under OSHA standard 29 Code of Federal Regulations (CFR) Part 1910.120.

Maintain protected egress and access to the work.

Provide temporary barricades around demolition work area to prevent the Owner's personnel and vehicles from entering the vicinity when unsafe conditions exist.

Maintain clean, uncluttered work area. Collect and dispose of debris periodically to ensure safety of personnel during demolition work.

All Contractors or Subcontractors hauling PCB or other hazardous/restricted waste shall have the appropriate state of Wisconsin transporter license. All trucks transporting PCB or other hazardous/restricted waste shall display the appropriate U.S. Department of Transportation (U.S. DOT) placards.

Implement a dust control plan that ensures conformance with the dust control standards of the Wisconsin DNR, City of Manitowoc Code of Ordinance and other applicable Federal, State and Local standards, at all times during the Work.

Control odor and pests.

SUBMITTALS DURING CONSTRUCTION

Submittals during construction shall be in accordance with Section 04 SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY and as specified in the STANDARD SPECIFICATIONS. Work may not commence on site until the site safety plan has been received and reviewed by the Engineer. The Engineer will monitor the implementation of the safety plan during the site activities. In addition, the following specific information shall be provided:

1. Schedule of all demolition work, including requirements for notification of Owner in accordance with Specifications.
2. Repair methods and materials for patching all materials damaged or otherwise affected during the work and for surface restoration.
3. Certifications/manifests for all hazardous materials documenting handling and disposal in accordance with these Specifications and all current

applicable Wisconsin and federal governing codes and regulations. Copies of manifests shall be submitted one day immediately following transport of the materials.

4. Manifests/load tickets for recycled, salvaged, or disposed of materials. Copies of the manifests/load tickets shall be submitted one day immediately following transport of the materials
5. Documentation of the source of the backfill including certifications or analysis from the supplier or Contractor that the source of the material meets the Wisconsin DNR requirements for clean fill.
6. Weight tickets for all backfill delivered to the project.

DISPOSAL DOCUMENTATION

Documentation from the salvage, recycling or disposal facility shall be provided for all materials leaving the site. The documentation at a minimum will include a summary of all the materials received, the quantity of the materials received, the date the materials were received and a signature of a representative of the receiving facility. This documentation will be provided with requisite daily log the day immediately following the material transport from the site.

REGULATORY REQUIREMENTS

Conform to applicable codes for demolition work, safety of structure and personnel, dust control, and procedures applicable when hazardous or contaminated materials are discovered and handled.

Obtain required permits from authorities having jurisdiction for the work type. Notify affected utility companies before starting work and comply with their requirements.

Do not disable or disrupt building fire or life safety systems without five (5) days prior written notice to the Owner and approval by appropriate regulating agency. Do not obstruct egress to exits.

SCHEDULING OF DEMOLITION

Schedule and sequence work under the provisions of Section 04, SCHEDULE AND SEQUENCE OF OPERATIONS.

B. MATERIALS

GENERAL

The Contractor shall provide all materials and equipment in suitable and adequate quantities as required to accomplish the work shown, specified herein, and as required to complete the project.

All tools, materials and equipment shall be clearly labeled with the name of the Contractor.

Containers of materials and equipment shall also be properly labeled indicating the contents.

The use of explosives shall not be allowed for demolition work.

EARTH OR GRANULAR BACKFILL

Earth or granular backfill brought from off site to be used to fill the vaults anomalies and tunnel entrances identified in Report 8 Geophysical Survey and report 11 subsurface tunnel inspection shall be from a clean source. The source of the backfill shall be clearly identified in a submittal to the Engineer, prior to bringing the material to the site, with certifications or analyses from the supplier or Contractor that the source meets WDNR requirements for use as clean fill. Earth or granular backfill will be free from roots, woody debris, rocks larger than 3 inches, and other deleterious materials.

The vaults and anomalies that require back fill are identified on figure 3 in report 08 and confirmed and suspected tunnel entrances are identified in Report 08, Geophysical Survey, and Report 11, Subsurface Tunnel Inspection. The Heat Treating Pit requiring backfill is identified in Report 28 Waste Characterization-Former Heat Treating Pit.

REPAIR OF DAMAGE

Material for repair of facilities damaged or disturbed by the demolition shall be equal to that existing prior to the start of the demolition.

UTILITY CAPPING

Material for capping of open utilities, including sewers, water lines and gas lines penetrating building slabs and/or foundations.

C. WORKMANSHIP

PROTECTION OF PROPERTY

Provide, erect, and maintain temporary barriers or barricades, as required, around the demolition work area to protect property, to prevent the Owner's personnel and vehicles from entering the vicinity, and to prevent spread of dust, odors, and noise.

Control odors and pests for the duration of the contract.

The Contractor shall protect all existing buildings and property in the vicinity of the demolition work from damage. The Contractor shall also protect other miscellaneous items such as manholes and pipes which are not to be demolished.

The Contractor shall protect existing property, equipment, or vehicles, and other miscellaneous materials such as underground facilities which are not shown to be demolished which may be in the vicinity of the demolition work.

Dust, dirt, and debris shall be controlled to protect existing equipment and operations from shutdown.

UTILITIES AND PIPING

The Contractor shall be responsible for the turning off or unhooking of all utilities and piping before starting the demolition work.

SURFACE CAPPING OF SEWER AND UNDERGROUND UTILITIES

Exposed ends of water lines, sewer lines shall be capped at the surface to prevent potential harm to humans or animals. The caps should be sufficient to prevent tampering.

The ends of water lines under pressure shall be plugged with a cast iron plug. The plugs shall be strapped or anchored to the water main so as to resist 250 psi of pressure.

All utilities, piping, sewers, and electrical ducts that are exposed by demolition excavation and to be abandoned that are not removed shall be plugged with a concrete plug or a 12-inch-thick solid masonry wall bulkhead to prevent soil infiltration into the pipes, unless shown otherwise on the Plans, at the cut ends. Where the abandoned, utility, piping, sewer, or duct connects to a manhole or other structure, the pipe or duct shall be plugged with a concrete plug at the manhole walls. The concrete plug shall be at least 1-foot-long, or 6 inches longer than the diameter of the pipe, whichever is greater, and shall fill the entire area of the pipe. The plug shall extend inside the manhole a minimum of 3 inches. Gates and other devices attached to or obstructing sewers and utilities to be abandoned and plugged shall be removed prior to the installation of the plug.

BULKHEADS AND PLUGS (10/00)

Concrete for bulkheads and plugs shall be any grade of concrete conforming to Subsection 501.4.3 of the State of Wisconsin, Department of Transportation, and *Standard Specifications for Highway and Structure Construction*.

Masonry for bulkheads or walls shall be concrete brick or concrete block masonry conforming to Section 519 of the above State specifications.

DEMOLITION

Aboveground buildings, ancillary structures, utilities and other miscellaneous items to be demolished are specified herein.

The Contractor shall be responsible for determining the full extent of the work required by reviewing available Plans and inspecting the Site as specified in Section 02, SITE CONDITIONS, and as specified herein. Questions related to specific extent of demolition should be directed to the Engineer.

Perform demolition and removal work so as not to interfere with existing facilities and utilities that are to remain in operation; see Section 06, SCHEDULE AND SEQUENCE OF OPERATIONS. All construction operations, including demolition and removals, which may cause disruption of utility service shall be scheduled with and approved by the Engineer.

Contractor shall notify the Owner a minimum of five (5) days prior to disruptions of service or operations due to construction activities.

Demolish in an orderly and careful manner. Support and protect existing structures to remain.

Prevent movement of existing structures; provide bracing and shoring.

All above grade buildings, structures, on the parcel are to be demolished and removed. All earth, pre-existing demolition debris, brick piles, wood debris deconstruction residue, materials containers, machinery, piping, ducts, electrical wiring, and related above ground equipment or appurtenance on the parcel, within or attached to the buildings shall be removed and properly managed. Utilities are to be terminated in a safe manner in accordance with applicable regulations in a manner that minimizes disruption of utility services to other properties. All foundation-related footings, walls and slabs are to remain. Paved surfaces and associated subgrade materials are to remain. Underground storage tank above ground pumps are to remain.

All exposed entrances to one of the structure's basement or tunnels shall be filled to prevent unauthorized entry into the space.

SALVAGE

Materials coated with lead-based paint or lead-containing coatings as defined by the State of Wisconsin and noted in Report 15, Pre Demolition ACM and LBP Inspection may not be recycled or salvaged prior to removing the hazardous materials. Disposal of these materials shall comply with applicable regulations.

All salvage material within the site limits of demolition will become the property of the Contractor and shall be removed from the project Site. The salvaged value of this material shall be reflected in the Contract price of the demolition work.

The Contractor shall not set up a market at the project Site for the sale or barter of salvaged items.

RESTORATION

Structures, including fence, to remain at the Site, which are damaged during the course of the work, shall be restored to the condition that existed prior to the commencement the Work.

MECHANICAL AND HVAC EQUIPMENT DEMOLITION

Demolition of mechanical equipment and materials required herein shall include the demolition of all support systems, including equipment pads, unless required for stability of remaining materials or equipment or unless specifically required to support new work.

Remove all HVAC equipment and fixtures prior to beginning demolition operations. All ozone depleting refrigerants shall be removed from the HVAC equipment and piping by a properly trained and certified HVAC technician prior to removal. All refrigerants shall be properly recycled or disposed of at the Contractor's Expense.

ELECTRICAL DEMOLITION

Electrical demolition includes the abandonment of electrical manholes and plugging or bulk heading of electrical ducts (following the disconnection and removal of conductors) which is specified and performed in this Section.

PCB TRANSFORMER HANDLING AND DISPOSAL

A former polychlorinated biphenyls (PCB) electrical transformer remains in Area 14 (2nd Floor of North Building) and a fluid baffle from a second former electrical PCB transformer remains near Area 8 (ground floor of South Building). The PCB electrical transformer components shall be removed, hauled, and disposed of at the Contractor's Expense in accordance with 40 CFR §761.60(b) and other applicable state and federal regulations to prepare the Site for demolition.

Submit certification to Engineer indicating proper disposal of PCB transformer components.

PCB BALLAST HANDLING AND DISPOSAL

Wisconsin State Law (NR 157 Wisconsin Administrative Code) requires that fluorescent lighting ballasts containing PCBs be disposed of as hazardous wastes. For additional information contact Wisconsin DNR PCB Waste Coordination at (608) 266-7278.

High power factor fluorescent light ballast manufactured before 1978 and some High Intensity Discharge (HID) ballasts are likely to contain PCB compounds in their capacitors. The Contractor shall inspect all ballasts in all light fixtures (which will become the property of the Contractor and will be removed from the project Site as part of this project) and take the actions described below.

All ballasts labeled as "NON-PCBs" or "NO PCBs" shall become the property of the Contractor. If the PCB content is not stated on the ballast label, the ballast shall be handled as a PCB ballast and disposed of in accordance with 40 CFR §761.60 and the federal Toxic Substances Control Act (TSCA). All PCB ballasts shall be removed from the light fixtures and shall have wires clipped off. However, before removal, all PCB ballasts shall be carefully inspected for leaks. If a ballast appears to be leaking (evidenced by potting compound leaking out or by an oily film on the ballast surface), the ballast must be handled per EPA and Wisconsin DNR PCB regulations, 40 CFR §761.60 and the TSCA. Basically, this means the ballast is to be carefully removed from the fixture and placed in an approved drum. See paragraph below for the drum specifications. The person removing the ballast from the fixture shall wear protective gloves, eye protection, and protective clothing as necessary. If the fixture has also been contaminated, it must be disposed of in accordance with its classification; see 40 CFR §761.60.

The ballast shall then be placed in U.S. DOT approved type 17C or type 17H drums (barrels) furnished by the Contractor. 55-gallon and 30-gallon drums are available from most drum suppliers. The quantity and size of the drums will be determined by the Contractor at the time of construction.

These ballasts are to be removed from the Site by the Contractor's hazardous waste vendor. Not doing so would be a violation of Wisconsin DNR and DOT hazardous waste regulations and may result in a fine to the Contractor. The Contractor shall label and mark the PCB storage drums with EPA approved PCB labels and the storage area with signs, marks, and lines to meet the regulations of Wisconsin Code NR 157. The Contractor shall also provide approved PCB absorbent materials to be stored immediately adjacent to any temporary drum storage areas. Do not place loose absorbent material in the drums.

The Contractor shall provide to the Engineer, in written form, a total count of these ballast (or their total weight by barrel) and where they are stored. The Contractor shall then arrange for proper transportation and disposal in accordance with 40 CFR §761.60. All removed ballasts shall be properly recycled or disposed of at the Contractor's Expense.

PCB POROUS MEDIA (CONCRETE, GROUND MATERIAL AND FLOORING) AND WOODY DEBRIS DISPOSAL

The work at this Property includes removal of PCB contaminated concrete and flooring as listed in the *Identification and Delineation of Residual PCBs Impacts to Porous Media* report attached to this document. Prohibitions and requirements for handling PCBs and PCB-containing items are contained in Title 40 CFR Part 761. PCB contaminated concrete and flooring shall be removed per EPA and WDNR requirements.

Contractor shall prepare a Self-Implementing Cleanup Plan for the PCB contaminated areas identified in this bid for review by WDNR and EPA.

Contractor shall remove concrete and flooring with PCB contamination from the second floor (Area 14) after building demolition to facilitate the testing of the soil for PCB contamination below the contaminated concrete by the owner. PCB contaminated concrete and flooring with concentrations greater than or equal to 50 mg/kg shall be loaded into trucks, hauled to a licensed facility and disposed of in accordance with 40 CFR §761.60 and the TSCA. PCB contaminated concrete and flooring with concentrations less than 50 mg/kg shall be loaded into trucks and hauled to a licensed RCRA Subtitle D facility for disposal. Disposal of all PCB contaminated concrete and flooring shall be at the Contractor's Expense.

Contractor shall remove concrete, and tested soil with PCB contamination from the ground floor (Area 8 and Loading Dock) after building demolition. Building demolition will be done to facilitate the testing of the soil for PCB contamination below the contaminated concrete. The PCB testing will be done by the owner. to facilitate demolition, Contractor will temporarily cover the PCB contaminated concrete on the ground floor (Area 8 and Loading Dock) using ¾" plywood screwed down with Tapcon screws. In the Loading Dock Area and in Area 8 there is ½ inch wood flooring over the concrete that will need to be removed to facilitate the installation of the temporary cover over the PCB contaminated concrete as described above. The Contractor shall remove in Area 8 and the Loading Dock Area all wood flooring with PCB contamination concentrations equal to or greater than 50 mg/kg, load the material into trucks, haul to a licensed facility and dispose of it in accordance with 40 CFR §761.60 and the TSCA. Wood flooring with concentrations less than 50 mg/kg, shall be loaded into trucks and hauled to a licensed RCRA Subtitle D facility for disposal.

Only with the approval of the owner, will the Contractor remove in Area 8 and the Loading Dock Area all concrete and soil with PCB contamination concentrations equal to or greater than 50 mg/kg, as well as the temporary plywood cover material, load the material into trucks, haul to a licensed facility and dispose of it in accordance with 40 CFR §761.60 and the TSCA. PCB contaminated concrete with concentrations less than 50 mg/kg, as well as the

temporary plywood cover material, shall be loaded into trucks and hauled to a licensed RCRA Subtitle D facility for disposal. Disposal of all PCB contaminated concrete, flooring, and plywood cover material shall be at the Contractor's Expense.

Contractor shall remove the woody debris that is potentially contaminated with PCB contamination (woody debris at the bottom of the pile) from the north side of the loading dock and Area 14. This woody debris cannot be accessed until the overlying debris is removed. The woody debris at that bottom of the debris pile, underlying concrete and ground material will need to be tested to determine the extent of the PCB contamination. The bid assumes that the bottom 6 inches of debris and the concrete and ground material underneath the pile have PCB contamination greater than or equal to 50 mg/kg. The Owner will be responsible for the PCB sampling and testing costs. This material will not be removed until the ground material and underlying soil has been tested to determine the extent of the PCB contamination and the owner has provided approval for the removal. PCB contaminated concrete, ground material and debris with concentrations greater than or equal to 50 mg/kg shall be loaded into trucks, hauled to a licensed facility and disposed of in accordance with 40 CFR §761.60 and the TSCA. PCB contaminated concrete and flooring with concentrations less than 50 mg/kg shall be loaded into trucks and hauled to a licensed RCRA Subtitle D facility for disposal. Disposal of all PCB contaminated concrete, wood debris and ground material shall be at the Contractor's Expense.

Submit certification to Engineer indicating proper disposal of PCB materials.

Cost of removal and disposal of all PCB contaminate soil under the concrete will not be included in this bid. If approved by owner, cost of PCB contaminated soil identified above will be added by contract modification as outlined in STANDARD SPECIFICATIONS.

LAMP HANDLING AND DISPOSAL

All lamps (fluorescent, incandescent, and HID) contain mercury and/or lead (in the base) as well as other heavy metals and compounds which are regulated by the EPA and Wisconsin DNR during the disposal process. As a result, regulations have been issued covering the handling and disposal of all lamps. Therefore, lamps which have been removed from service for disposal shall be handled as follows by the Contractor.

The Contractor shall very carefully remove all lamps (fluorescent, incandescent, and HID) from light fixtures before removal of the fixtures from its mounted position. This is to reduce the likelihood that the lamp(s) will be broken.

The Contractor shall obtain containers from their lamp and ballast recycling vendor. Removed lamps shall be placed in appropriate containers and marked with the numbers and types of lamps and coordinate with their vendor for proper transportation, recycling and/or disposal. All removed lamps shall be properly recycled or disposed of at the Contractor's Expense.

Submit certification to Engineer indicating proper disposal of hazardous materials.

ASBESTOS AND LEAD-BASED PAINT MATERIALS

All friable asbestos containing material (ACM) identified in the *Pre-demolition ACM and LBP Inspection* report has been removed from the building. The non-friable ACM (confirmed or assumed) remaining during demolition must be disposed of properly as demolition debris at an approved landfill. Disposal of all non-friable shall be at the Contractor's Expense.

Lead-based painted stabilization or removal is the responsibility of the Contractor should they desire to recycle or salvage materials containing lead-based paint, as defined by the State of Wisconsin.

MERCURY SPILL AREA

The *Pre-Demolition Inspection: Restricted Waste Inventory* report identified a mercury spill in Room 213. Contractor shall remove all mercury and any materials in contact with the mercury in accordance with all state and federal regulations. The mercury and material in contact with the mercury shall be transported and disposed of at a Wisconsin-licensed facility in accordance with all state and federal regulations. Disposal of all mercury spill material shall be at the Contractor's Expense.

Submit certification to Engineer indicating proper disposal of mercury contaminated material.

CONTAINERIZED WASTE

As detailed in the *Report 21, Containerized Waste Characterization* report, there are three (3) 55-gallon drums, one (1) 5-gallon polyethylene container, one (1) 5-gallon metal container and one (1) 20-pound propane tank currently on-site. Contractor shall remove and dispose of the containers, and the material inside the containers, at a Wisconsin-licensed facility in accordance with all state and federal regulations. Disposal of all containers and materials shall be at the Contractor's Expense.

Submit certification to Engineer indicating proper disposal of containers and materials.

OTHER SPECIAL/REGULATED WASTES

Waste Materials removed from the Site shall be managed by the Contractor and disposed of in accordance with all applicable laws, regulations, codes, rules, and standards. Materials that meet the definition of a hazardous waste (Wis. Admin. Code NR 600) shall be disposed of in accordance with this rule.

The Contractor shall prepare all special and/or hazardous wastes for transport and disposal. All special and/or hazardous waste shall be properly evaluated (including waste profiling/testing), recycling or disposed of at the Contractor's Expense. Such wastes may include, but not be limited to: oils (door closer, compressors, hydraulically operated equipment, gear boxes, grease/oil separators, transformers, etc.); fluorescent bulbs, heavy metals (batteries or items

containing batteries, items with electronic circuits, items containing mercury switches); pressure tanks, ozone depleting chemicals (water chiller, appliances, etc.); fire extinguishers; radioactive materials (certain smoke detectors); and liquids (paints, solvents, lubricants, cleaning and maintenance chemicals, etc.).

RECYCLING OR DISPOSAL OF DEMOLITION MATERIALS, EQUIPMENT AND DEBRIS

Where existing materials, equipment, and debris are to be removed, the Contractor shall be responsible for removal and recycling or disposal. Recycling and disposal shall be in accordance with all applicable codes and regulations. Remove demolished materials from the Site as work progresses.

Leave areas in clean condition upon completion of the work. Remove all temporary work. No burning of combustible materials will be permitted. Remove all demolition debris from the work site and dispose of in accordance with local laws, codes, and ordinances.

Do not bury concrete, asphalt, or other debris in areas to be backfilled with gravel or earth material in the demolition areas.

PAVEMENT CONSTRUCTION AND RESTORATION

Pavement surfaces damaged outside the area of work this contract shall be restored to the condition that existed prior to the commencement of the demolition work at no additional cost to the Owner.

OVERHEAD POWER LINES

Overhead power poles are to be protected in-place. Power lines and transformers serving the removed facilities shall be removed as part of the demolition. Power lines and transformers serving other properties shall remain and be protected. Coordinate with the necessary utility providers as needed to perform the required utility work.

C. PAYMENT

MOBILIZATION (Bid Item 1) AND DEMOBILIZATION (Bid Item 50)

Payment for the mobilization will be based on the lump sum amount stated in the Bid for Demolition at 1512 Washington Street in the City of Manitowoc.

The lump sum amount shall constitute full compensation for the mobilization to the site, site preparation, permit submittals, erosion control, securing the site.

Payment for the demobilization will be based on the lump sum amount stated in the Bid for Demolition at 1512 Washington Street in the City of Manitowoc.

The lump sum amount shall constitute full compensation for the mobilization of all labor, materials, equipment, and incidentals necessary to perform site cleanup, erosion control removal, punch list item completion, demobilization from the site and all related work.

All costs connected with this Item will be paid for at the Contract Lump Sum (LS) price for this Item. Sixty percent (60%) of the LS will be paid to the Contractor on

completion of his mobilization and site preparation. The remaining forty percent (40%) will be included in the final payment for work under this Contract. In the event the Owner considers that the amount in this Item (60%), which represents mobilization and site preparation, does not bear a reasonable relation to the cost of the work in this Contract, the Owner may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Owner will result in payment of actual mobilization and site preparation costs, as determined by the Owner at the completion of mobilization and site preparation, and payment of the remainder of this Item in the final payment under this Contract. The determination of the Owner is not subject to appeal.

MERCURY SPILL AREA, (Bid Item 2)

Payment for the work specified in this Section for the removal and disposal of all Mercury found in the Mercury Spill will be based on the lump sum amount as stated in the bid for the demolition of all structures at 1512 Washington Street in the City of Manitowoc.

The lump sum amount shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to perform the removal and disposal of the mercury in the mercury spill area as defined and stated above.

OTHER SPECIAL/REGULATED WASTES, ELECTRICAL DEMOLITION, PCB BALLAST HANDLING AND DISPOSAL, LAMP HANDLING AND DISPOSAL (Bid Items 3-11 and 13-26)

Payment for the work specified in this Section for the removal and disposal of all restricted wastes as defined above and detailed in Report 25, Pre Demolition Inspection: Restricted Waste, will be based on the unit price or lump sum amount as stated in the bid for the demolition of all structures at 1512 Washington Street in the City of Manitowoc.

The unit price and lump sum amounts shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to perform the removal and disposal of all restricted east and other hazardous materials, as defined and stated above.

PCB TRANSFORMER HANDLING AND DISPOSAL (Bid Item 12)

Payment for the work specified in this Section for the removal and disposal of two electrical transformers as defined and detailed above, will be based on the unit price amount as stated in the bid for the demolition of all structures at 1512 Washington Street in the City of Manitowoc.

The unit price and lump sum amounts shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to perform the removal and disposal of the PCB transformers, as defined and stated above.

PCB POROUS MEDIA (CONCRETE and FLOORING) AND WOODY DEBRIS AND GROUND MATERIAL DISPOSAL (Bid Items 27-34)

Payment for the work specified in this Section for the removal and disposal of three areas of PCB contaminated porous media (concrete) as defined above and detailed in Report 26, Identification and Delineation of Residual PCBs Impacts to Porous Media, and the estimate of PCB contamination of the woody debris pile, and underlying concrete and ground material north of the loading dock will be based on the unit price amount as stated in the bid for the handling, removal and disposal of PCB contaminated porous media at 1512 Washington Street in the City of Manitowoc.

The unit price and lump sum amounts shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to perform the removal and disposal of the PCB transformers, as defined and stated above.

CONTAINERIZED WASTE HANDLING AND DISPOSAL (Bid Items 35-40)

Payment for the work specified in this Section for the removal and disposal the containerized waste as defined above and detailed in Report 21, Containerized Waste Characterization will be based on the unit price amount as stated in the bid for the removal and disposal the containerized waste at 1512 Washington Street in the City of Manitowoc.

The unit price and lump sum amounts shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to perform the removal and disposal of the PCB transformers, as defined and stated above.

PCB POROUS MEDIA DISPOSAL,

REMOVAL OF DEBRIS, Fill, AND DEMOLITION (Bid Items 41-46)

Payment for the work specified in this Section for the demolition of the all above ground structures at 1512 Washington Street in the City of Manitowoc, and loading of all demolition debris and all other debris from the property on to trucks for hauling to a WDNR licensed landfill. Cost will be based as detailed above a on the lump sum amount stated in the demolition of all above ground structures and property at 1512 Washington Street in the City of Manitowoc.

The lump sum amounts shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to perform the loading of all demolition debris and all other debris from the property on to trucks for hauling to a WDNR licensed landfill.

HAULING

Payment for the work specified in this section for the hauling of demolition debris from all above ground structures and material on the property at 1512 Washington Street in the City of Manitowoc to a licensed landfill/disposal facility approved by the WDNR. The City will contract with a licensed landfill disposal

facility approved by the WDNR. The contractor will determine the hauling LS cost for each of the facilities (Bid Items 47, 48, and 49) There will be three alternative base bids one for each location specified on the bid form.

The lump sum amounts shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to perform the hauling of debris from the demolition of the aboveground structures and material from the property at 1512 Washington Street in the City of Manitowoc.

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10.0 FENCES

A. SCOPE

This Section covers the work necessary for the maintenance of site fencing on the project/Property perimeter.

MAINTENANCE

Maintenance of all designated fences shall continue throughout date of Substantial Completion of the Work. The fences shall be satisfactory maintained until accepted by the Owner.

B. PAYMENT

Payment for the work will be included as part of the unit prices stated in the Bid.

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