

Special Provisions

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SPECIAL PROVISIONS

1. General.

The work under this contract for the construction of the following projects in Wisconsin:

Project ID 1177-11-22, Tomahawk – Minocqua, Rocky Run Road to CTH Y, USH 51, Oneida County, Wisconsin;

Perform the work under this construction contract as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction 2015 Edition and these special provisions including the Additional Special Provisions (ASP's).

This Razing and Removing Proposal has been developed under the U.S. standard measure system.

The Standard Specifications for Highway and Structure Construction 2015 Edition is available for browsing, download, or to place an order for a hard copy at:

<http://wisconsin.gov/Pages/doing-business/eng-consultants/cnslt-rsrcs/rdwy/stnds-spec.aspx>

Those who do not have access to the web may order a hard copy of the specifications through:

WI Department of Administration - Document Sales and Distribution Section
202 S. Thornton Avenue, PO Box 7840, Madison WI 53707-7840
Phone: (608) 266-3358

2. Scope of Work.

Work under this contract includes razing and removing buildings, disposing of all material and debris, removing all miscellaneous land improvements, if any, placing compacted backfill in the exposed basements and openings resulting from the removal of the buildings, and grading the vacant site. (See Parcel Exhibits included in this proposal.) Do not disturb adjacent property.

Keep the abutting highway free of debris and mud throughout performance of the work under this contract.

Abandon the present sanitary sewer or septic system and water systems in accordance to current statutes, ordinances, and regulations.

Plank with suitable timbers the public streets and highways, which serve as access for heavy equipment, to preclude any damages to said facilities. Repair all damages to these public facilities or replace them with like materials at contractor expense.

Maintain all roads, highways, or public places adjacent to any building or buildings being razed or removed, in a debris or litter-free condition throughout the life of this contract.

However, should the use of the above highways be required for razing or backfilling operations, erect splashboards or reflector panels and place warning signs at appropriate locations to protect the general public.

Raze and remove the buildings and backfill the resulting exposed openings at the following locations:

<u>Project</u>	<u>Parcel</u>	<u>Type of Building</u>	<u>Address</u>
1177-11-22	42	One Story (600 sq. ft.) residential structure with no basement. The septic system is on the east side of the structure with the drain field to the north of the building. The well is located near the southwest corner of the structure.	USH 51& Warbonnet Lane, Hazelhurst, WI 54531
1177-11-22	55	One story (1,000 sq. ft.) wood framed single family residence with a crawl space, large detached wood-framed garage (480 sq. ft.) The well is located in the Southwest corner of the home and the septic system is located east of the driveway and west of the highway right of way line.	5899 USH 51, Hazelhurst, WI 54531
1177-11-22	58	Two story (1,100 sq. ft.) wood framed single family residence with concrete slab foundation and no basement, 2-car attached wood-framed garage (850 sq. ft.) The well is in the garage and the septic is located on the south side of the house.	5977 USH 51, Hazelhurst, WI 54531

Perform the following:

1. Remove the structures and septic tank from the premises.
2. Remove and dispose of all asbestos and hazardous materials in compliance to current local, state, and federal guidelines and laws, including asbestos not discovered in the pre-razing inspections included in these specifications. The most recent edition of any applicable standard, code, or regulation shall be in effect. Where conflict among the requirements of these specifications occurs, follow the most stringent. Only a qualified and certified asbestos removal contractor shall perform the removal of asbestos. If not licensed to remove asbestos, employ a certified subcontractor to perform this work. An inspection report for each building indicating the presence or absence of asbestos in exposed positions of the structure is included in this proposal, unless otherwise indicated.
3. The successful bidder shall arrange for the public and/or private utility companies to disconnect their services and remove meters. Make arrangements with the local plumbing inspectors to inspect the abandonment of well and septic systems and/or sewer and water laterals. In accordance to state laws and administrative rules, licensed well driller and pump installer contractors shall accomplish all water well abandonment.
4. Conduct all demolition, removal, and backfilling operations in such a manner that all conflicts with vehicular traffic on adjacent streets and highways are avoided. Use barricades or fencing, or both, when needed to guarantee the safety of pedestrians or motorists.
5. Upon completion of the backfilling operations of the exposed basements and other openings, fine-grade and shape the area. Also, topsoil (conforming to standard spec 625.2), fertilize (conforming to standard spec 629.2.1.3), seed using #10 mixture (conforming to standard spec 630.2.1.5.1.1.1), and mulch (conforming to standard spec 627.3.1) right of way affected.

3. Prosecution and Progress.

Begin work within ten calendar days after the engineer issues a written notice to do so.

Give definite notice of intention to start work to Timbers-Selissen-Rudolph Land Specialists, Inc., Attn: Michelle Somers, 1030 Oak Ridge Drive, Suite 2, Eau Claire, WI 54703, Phone 715-830-0544 ext. 201, at least 72 hours in advance of beginning work.

In the event that some structures are not vacant and available when the order to start is issued, begin work on the parcels that are vacant and available, and continue with operations until the available structures have been razed or removed, the resulting exposed basements removed in their entirety and removed from the site, and all openings

backfilled. Notify the department's representative when the vacated and available structures have been removed and the exposed openings backfilled. Suspend operations until the remaining structures become vacant and available; contract time will not be charged during such period of suspension. Resume work within ten days after the date the department representative has issued a written order to do so. In the event that a structure or structures are not available to the contractor within a period of 270 days subsequent to the execution of the contract by the State, due to their occupancy or other circumstances, the contractor may have the option to request release of said unavailable structure or structures from the contract.

On those contracts executed under Option B, the contractor may, after the expiration of the period defined above, request the deletion of a parcel or parcels from the group in the contract. The deletion of a parcel or parcels shall be accomplished by contract change order negotiated at the price listed for such parcel in the contract.

However, should the contractor submit his bid under Option A, in which payment is made to the State by the contractor, and the above unavailable conditions should exist, the unavailable parcel or parcels shall be deleted from the contract. The unavailable parcel or parcels shall be released from the contract at no expense to the State, except for the return of the money in the amount or amounts entered and submitted for said parcel or parcels under contract change order.

The contract time affected by the deletion of the parcel or parcels will be terminated on the date of the last suspension date of the completion of the work of the last structure or structures.

Unless otherwise specifically provided, no additional or extra compensation or additional contract time will be allowed due to deferment or suspension of operations.

Should the contractor, whether the bid is submitted under Option "A" or Option "B", fail to complete the work within the time agreed upon in the contract or within such extra time as may be allowed by extension, there shall be liquidated damages deducted from any monies due the contractor, for each and every calendar day, including Sundays and holidays, that the work shall remain uncompleted, in accordance with standard spec 108.11. The sum shall be considered and treated not as a penalty, but as fixed, agreed, and liquidated damages due the State from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, and other items that have caused an expenditure of public funds resulting from the failure to complete the work within the time specified in the contract.

Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the department of any of its rights under the contract.

4. Proposal Requirements and Conditions.

Standard spec 102.1, Prequalifying Bidders, shall not apply to this contract; however, prior to awarding a contract, the department may require the bidder to produce evidence that he, she or it has performed work of a similar character in a satisfactory manner.

5. Subletting or Assignment of Contract.

Standard spec 108.1, which prescribes the minimum amount of work to be performed with the contractor's own organization, shall not apply to this contract. However, if a subcontractor (including, but not limited to, asbestos removal specialists) will be employed, the bidder shall attach the name, address and specialty of that contractor to the page of the bid in the spaces indicated for that use.

6. Award of Contract.

The department will consider the bids submitted in the proposal and reserve the right to award the work on the basis of lowest responsible bidder, meeting all terms and conditions of these specifications.

7. Cancellation of Contract.

In the event the building(s) should be so severely damaged by fire, windstorm, or other act of God as to materially impair the salvage value of the material contained therein after the bid has been made and submitted on the date and hour set forth and before the contract has been executed by the state and the contractor notified thereof, the contractor may file a request for the cancellation of the contract. If, upon finding by the department that such is the fact, the department will cancel the contract and relieve the contractor of all responsibility there under.

In the event, however, that the department should determine that such damage is only minor or inconsequential, the contractor will be required to fulfill the terms of this contract.

8. Standard Insurance Requirements.

Standard insurance requirements shall be in accordance with standard spec 107.26 and as hereinafter provided.

If this project includes only razing and removing of residential units, revise the insurance table provided in paragraph 1 of standard spec 107.26 as follows:

Type of Insurance	Minimum Limits Required*
1. Commercial General Liability Insurance; shall be endorsed to include blanket contractual liability coverage.	\$2 Million Combined Single Limits per Occurrence; may be subject to an Annual Aggregate Limit of not less than \$2 Million.
2. Workers' Compensation and Employer's Liability Insurance.	Workers' Compensation: Statutory Limits Employer's Liability: Bodily Injury by Accident: \$100,000 Each Accident Bodily Injury by Disease: \$500,000 Each Accident \$100,000 Each Employee
3. Commercial Automobile Liability Insurance; shall cover all contractor-owned, non-owned, and hired vehicles used in carrying out the contract.	\$1 Million-Combined Single Limits Per Occurrence.

**The contractor may satisfy these requirements through primary insurance coverage or through a combination of primary and excess/umbrella policies.*

9. Traffic.

Maintain pedestrian and vehicular traffic on the roads and highways adjacent to these premises through the life of this contract.

10. Legal Relations and Responsibility to the Public.

Add the following to standard spec 107.3:

Procure all permits necessary to carry out the work, including those necessary while the roads and highways are obstructed either by operations or by the storage of equipment or materials.

The awarding of this contract does not guarantee the issuance of a permit to move any structures over state highways.

The contractor agrees not to move any of the structures within a proposed highway corridor of the State of Wisconsin.

Add the following to standard spec 107.8:

Notify the local law enforcement agency, fire department, and any surface transportation company that may be affected by the anticipated street obstructions or hazards.

Add the following to standard spec 107.22:

Notify the various public or municipal utility companies to disconnect and remove such of their facilities as may be in the buildings, or attached to them, sufficiently in advance of beginning razing operations to allow the utilities to make their disconnections.

11. Protection of Streams, Lakes and Reservoirs.

Standard spec 107.18 shall apply.

12. Underground Fuel Storage Tanks.

The successful bidder will be supplied with a copy of the Environmental Site Assessment for each parcel for which an assessment was deemed necessary or for sites on which underground storage tanks were removed. A private consultant will remove any tanks discovered during the Environmental Site Assessment before razing activities begin.

If tanks are discovered on the site during razing that were not removed as part of or in the absence of an Environmental Site Assessment, immediately cease razing operations on the site and contact the department. The department will hire a private consultant to remove the discovered tanks.

13. Asbestos Removal.

Comply with the requirements of the Environmental Protection Agency (EPA) regulations, National Emission Standards for Asbestos, the Occupational, Safety and Health Administration (OSHA) regulations on asbestos removal, all applicable Wisconsin Department of Natural Resources (DNR) regulations, and local government regulations. The most recent editions of all applicable standards, codes or regulations shall be in effect. Where conflict among the requirements of these specifications occurs, follow the most stringent. In addition, the following requirements apply to this work:

Any person performing asbestos abatement must comply with all training and certification requirements, rules, regulations and laws of the State of Wisconsin regarding asbestos removal. If you plan to demolish a building that may contain or is known to contain asbestos, proper notification must be provided to the Department of Natural Resources (DNR) and the Wisconsin Department of Health Services (DHS), at least 10 working days before starting the work. *Note: Wisconsin DNR Central Office phone: (608) 266-2621 – reference: DNR Form 4500-113 "Notification of Demolition and/or Renovation and Application for Permit Exemption". Wisconsin DHS Asbestos & Lead*

Section Central Office phone (608) 261-6876 - reference: *DHS Form F-00041 "Asbestos Project Notification.*

Reference: <http://dnr.wi.gov/topic/Demo/Asbestos.html>

Reference: <http://dhs.wisconsin.gov/waldo>

Asbestos removal is considered incidental to razing and removing buildings and will not be measured for payment separately.

14. Notice to Department of Natural Resources.

When required, notify the North Central Regional Office of the Department of Natural Resources (DNR) located at 107 Sutliff Avenue, Rhinelander, WI 54501 Phone 715-365-8900, at least ten working days in advance of the contractor's intent to raze or otherwise remove each parcel. In the notice to DNR, include the address and type of building(s) to be razed or removed, the proposed date that each will be razed or removed, and the name of the licensed or approved landfill where the demolition waste will be disposed. Mail a copy of this notice within ten days of DNR notification to: Timbers-Selissen-Rudolph Land Specialists, Inc., Attn: Michelle Somers, 1030 Oak Ridge Drive, Suite 2, Eau Claire, WI 54703.

The contractor's failure to comply with the requirements of this article shall subject the contractor to a penalty of liquidated damages pursuant to standard spec 108.11. The liquidated damages formula will apply for each day in which the provisions of this article are not met.

The well abandonment subcontractor shall prepare and submit to the DNR the Well Abandonment Report form(s), required by law in the manner prescribed herein.

Provide copy of the Well Abandonment Report form(s), within 30 days of abandonment, to: Timbers-Selissen-Rudolph Land Specialists, Inc., Attn: Michelle Somers, 1030 Oak Ridge Drive, Suite 2, Eau Claire, WI 54703.

15. Disposal of Materials.

Add the following to standard spec 104.8:

All salvage removed from the buildings, including fixtures and appurtenances such as screens and storm sash, shall be the property of the contractor and shall be entirely removed from the premises.

Clear the entire premises of all decomposable and combustible refuse, debris, and materials resulting from the removal of the buildings. Upon completion of the work, leave the entire premises in a neat condition. Do not deposit or leave decomposable or combustible refuse, debris, or materials resulting from the removal of the buildings on any state-owned lands, or right-of-way of any highways, including any exposed openings resulting from razing activities.

All living trees, shrubs, evergreens and other vegetation shall remain the department's property. Use care to preserve as much of the landscaping as is reasonably possible.

16. Custody of the Building.

Upon written order by the department representative to commence work, the buildings and surrounding state-owned property shall be under the custody of the contractor. Nothing in this proposal shall be interpreted as setting forth the condition of any building or the appurtenances thereto. Except as otherwise provided herein, it is to be understood that the department accepts no responsibility for the protection of buildings and appurtenances against damages sustained either prior to or subsequent to the time of the letting of the work under this contract. The contractor shall take such measures as are necessary to safeguard the public from damages or injury.

While the buildings are in the contractor's custody, keep the buildings in a closed condition. Do not remove doors or windows from the buildings until the actual day of razing, unless all openings are sealed as approved by the engineer. Only the contractor and his subcontractor shall salvage building components. At all times, do not allow the general public in the buildings or on the grounds.

17. Removing Buildings.

Amend standard spec 204.3.2.3 to allow removal of buildings, by relocation, intact to a new site beyond the right of way limits.

If the contractor elects to move structure(s) from the parcels, regardless if bidding under Option A or B, but fails to remove the structure(s) from the premises by the time set forth earlier in this contract for completion, the contractor shall forfeit any and all rights, title and interest in the structure(s), and the structure(s) and any salvageable materials remaining on the premises shall revert to the ownership and control of the Wisconsin Department of Transportation to dispose of as it sees fit; but nothing shall in any way release the contractor from any of the contractor's duties, obligations or liability under the terms and provisions of this contract. The contractor shall not sell, nor in any manner transfer title of the structure(s) to a third party until the structure(s) is removed from the right-of-way limits.

The department has no knowledge regarding the condition of the structure(s) or their related components. The department cannot and does not warrant the condition of the

structure(s) or their components, nor does the department warrant, guarantee, or imply the suitability of the structure(s) for moving.

18. Removal and Razing Operations.

This work shall be in accordance with standard spec 204 and as hereinafter provided.

Furnish all labor, equipment, tools, transportation, and incidentals necessary for the performance of the work.

Remove all concrete steps, concrete sidewalks, and concrete slabs from the premises.

In compliance with the ordinances and permit requirements of the municipality in which the buildings are situated, and in the presence of the local governing unit, a certified/licensed well driller, pump installer or water system operator shall seal or abandon all sewer and water lines and/or wells pursuant to Wisconsin Statute §280.30 and the Natural Resources portion of the Wisconsin Administrative Code covered under NR 811 and 812.

Until standing walls have been razed, the walls shall be reasonably and safely braced at all times to ensure complete safety during the wrecking operations.

Break and remove entirely from the site all basement walls, floors and footings.

Dispose of all non-hazardous demolition waste in a landfill licensed or approved in writing by the Department of Natural Resources and in accordance with NR500, Wisconsin Administrative Code. Failure to properly dispose of solid waste is a violation of State Solid Waste Statutes and Administrative code and is subject to issuance of a citation under Wisconsin Statute §287.81(2)(a).

Remove all hazardous materials from the site, only after proper notification and compliance with the department requirements of the Wisconsin Department of Natural Resources (DNR) and local government regulations.

Remove all material from the premises in a safe manner and in compliance with all applicable laws and ordinances. Do not disturb adjacent property.

19. Backfill.

Prior to any backfill operations, notify the regional office of the Department of Transportation to inspect all exposed areas resulting from the razing and removal operations. Contact Wisconsin Department of Transportation, North Central Region, Attn: Forrest Van Asten, 510 North Hanson Lake Road, Rhinelander, WI 54501, Phone 715-365-5781 for this inspection.

Ensure that all exposed basements and openings are free of all refuse and debris.

Backfill exposed basements and openings in accordance with standard spec 204.3.1.2 to the present surrounding ground elevation. Compaction of backfill shall be in accordance with standard spec 207.3.6.2. Furnish backfill meeting the requirements of standard spec 209 for use as backfill material.

Fill the septic systems with granular material and abandon all wells and/or sanitary sewers, if any, in compliance with all ordinances and permit requirements of the municipality in which the buildings are situated and those of the State of Wisconsin.

20. Fencing.

After removing the buildings, furnish and erect suitable fencing around the basement, porch openings, and other large open excavations to protect and safeguard the public from all hazardous conditions created by the operations. Install the fencing in such a manner to ensure that the general public is prevented from falling into any openings. The fence shall be a height of 52 inches, and the posts shall be at least 58-inches high and spaced at a distance no greater than ten feet apart. After all open excavations have been backfilled satisfactorily, remove the fencing.