

**Demolition, Landscaping and Insurance Requirements
for the Razing of Buildings and other Structures
Located in the City of Appleton**

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Section 1: Demolition and Landscaping Requirements

1.1 Scope of Work

All demolition and landscaping activities shall conform to the following requirements:

- a. All structures and improvements within the project area shall be razed and removed from the site. All foundations shall be removed to a depth of two (2) feet below grade. All concrete slabs shall be broken to permit adequate water drainage. All building materials, rubble, junk, brush, debris, etc. shall be removed from the entire project site.
- b. All on-grade concrete slabs, sidewalks and asphalt shall be removed from the project site unless otherwise noted.
- c. The public sidewalks are not part of the project site and must be protected from damage. The contractor will be responsible for replacing any damaged sidewalk at his/her expense.
- d. In the event there are septic tanks or any other buried tanks on the site, they along with any contaminated soil that may exist shall be completely removed from the site. Appropriate permits from the Appleton Fire Department are required.
- e. All existing wells shall be properly abandoned per the Wisconsin Administrative Code.
- f. The site shall be graded to such extent that all portions of the lot are leveled to permit mowing of grass by conventional means and preventing ponding of water.
- g. All materials as handled during demolition shall be sprinkled to minimize the dust.
- h. When a building or structure adjoining a party wall is demolished, the owner of the demolished building or structure shall remove the anchors at the beam and joist end in the standing wall. All voids in such wall shall be filled with material consistent with the adjacent wall section. All plaster, furring strips, paneling, lathe, gypsum board and stair stringers shall be removed from the standing wall surface as directed and approved by the Inspections Supervisor.

1.2 Utility Connections

The contractor shall arrange with all utility companies for the removal of their respective meters and equipment where necessary. Such meters and equipment shall remain the property of the respective utility company. The contractor shall be responsible for any damage to utility meters and equipment where such damage is caused by demolition

activities prior to the removal of said equipment by the utility company.

1.3 Sealing of Sewer and Water Services

Prior to any demolition work, all storm sewer laterals shall be sealed at the street property line. The location of such utilities shall be clearly marked at the property line by the contractor after the sealing is completed.

Before any building connected to City sanitary sewer or water mains is razed or moved to another location, a permit shall be obtained by a master plumber from the City Plumbing Inspector to disconnect and seal all sanitary sewer and water services serving the premises. The sewer shall be disconnected at the main sewer and sealed as specified for new, unused connections. Exception: Where the owner can demonstrate in a manner acceptable to the City that the condition of the sewer service pipe is NOT permitting ground water inflow to enter the sanitary sewer main, the sewer service pipe may be sealed at the street ROW line. The water service shall be disconnected and sealed at a location point determined by the Water Utility. The Plumbing Inspector shall approve the disconnections and sealing thereof before the work is covered.

The exact location of each lateral shall be the responsibility of this contractor. Any records on file of the laterals involved are available at the Department of Public Works, and the Appleton Water Department.

The contractor shall be responsible for and shall comply with all local requirements and regulations regarding the barricading of streets, the removal and restoration of pavements, and other pertinent matters.

1.4 Fluorescent Light and Ballast Removal

The contractor shall be responsible for the removal and proper disposal of all fluorescent lights and ballasts.

1.5 Asbestos Removal

The demolition contractor will be responsible for the removal and disposal of all asbestos in accordance with WDNR Chapter NR 447 of the Wisconsin Administrative Code and with all applicable rules of the Wisconsin Administrative Code No. 154, Department of Natural Resources, controlling the removal and disposal of asbestos, and from giving all notices as therein required. City of Appleton Health Department notification is required for all asbestos work being performed.

1.6 Removal of Debris, Cleaning, etc.

All rubbish and debris found on the demolition area at the start of the work as well as that resulting from the demolition activities or deposited on the site by others during the duration of the contract or acceptance of part of the demolition area should be removed and legally disposed of by the contractor, who shall keep the project area and public rights-of-way reasonably clear at all times. Upon completion of work, the contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all kinds leaving the entire project area in a neat condition. Trash burning on the site will not be allowed.

1.7 Locations of Underground Structures

It is the responsibility of the contractor to acquaint himself/herself with the location of all underground structures furnished, shown on the plans, or given on the site. Locations are based upon the available records, but are not guaranteed to be complete or correct and are given only to assist the contractor in making a determination of the location of all underground structures.

1.8 Disposal of Materials

All materials and debris shall be the property of the contractor and shall be removed from the site. Disposal of demolition materials shall be in accordance with the Wisconsin Administrative Code of Solid Waste Management. It shall be the contractor's responsibility to pay any fees involved in disposing of demolition materials.

1.9 Cleaning of Work Site

The contractor shall at all times keep the site of the work including streets, alleys and all private or public property involved in or adjacent to the work free from any rubbish, surplus or waste materials that have been deposited by his employees or which have accumulated as a result of the work.

The contractor must remove all surplus materials, tools, equipment, or plant, leaving the site of the work and all portions of the finished work clean, unobstructed, and ready for use before the work will be considered completed. The City may have removed from the site of

the work all rubbish, surplus, or waste materials which the contractor has neglected or refused to remove and deduct the costs of such removal from any monies due the contractor.

1.10 Backfilling

Excavated areas below grade shall be backfilled with fill material as specified below.

- a. In all areas, SELECT FILL shall be placed from bottom of excavation to finished grade.
- b. On the extremities of the site SELECT FILL shall be tapered so that it is at the same level as the adjoining properties.
- c. All excavations, pits, depressions, holes, etc. whether or not resulting from the demolition of the building shall be filled.
- d. The contractor, at his option, may substitute granular material meeting the requirements of Section 1.11 for SELECT FILL.

1.11 Select Fill

Select fill shall consist of loam, clay, or other materials, which in the judgement of the City are suitable for backfilling. Unsuitable materials include black dirt, vegetable, or other organic matter, all types of refuse, wood, large pieces or fragments of concrete, cinders, and other such material as in the judgement of the City are unsuitable for backfilling. Frozen backfill or material subject to decomposition or cave-in shall not be used.

1.12 Granular Material

Granular material for backfilling shall consist of durable particles ranging from fine to coarse in a substantially uniform combination. Sufficient fine material shall be present to fill all the voids of the coarse materials. No stones over 3 inch sieve size shall be present. Some fine clay or loam particles are desirable, but they shall not be present in the form of lumps. "Blow sand" is not acceptable and will be ordered removed at contractor's expense.

1.13 Topsoil

Topsoil shall be spread to a depth of 3" to 6" for seeding or sodding, unless otherwise stated. Seeding operations are as follows:

- a. Topsoil, fertilizer, soil additives as necessary, shall be installed per standard horticulture practices.
- b. Lawn areas shall be seeded with a hardy, fast germinating perennial grass seed at the rate of 4 lbs. per 1,000 square feet by sowing with an approved mechanical seeder.
- c. Hydro seeding may be used provided that grading and soil preparation standards are met.

1.14 Work to be Done at Contractor's Risk

All work to be done under the contract documents from the commencement until the final acceptance of such work shall be done entirely at the contractor's risk. No partial payment or partial acceptance of any part of the work shall absolve him from such risk.

1.15 Time for Completion

The work the contractor is required to perform under this contract shall be fully completed within 30 consecutive calendar days after the notice to proceed. The contractor shall notify the City to inspect the project for verification of completion.

1.16 Liquidated Damages

The City will assess a penalty of \$250 per day as liquidated damages for every day the contract extends beyond this 30 day period.

Section 2: Notices and Permits Required

2.1 Notice to Proceed

After execution of the contract agreement, a Notice to Proceed will be issued to the contractor which will clearly and accurately set forth the area and the structures which are thereby released to the contractor for demolition and site clearance and shall fix the starting and completion dates.

2.2 Notice to Fire, Police and Sheriff's Departments

The contractor shall give notice in writing to the Fire Department and Police Department at least three (3) days before excavating in or obstructing traffic on any city street.

2.3 Notice to Outagamie County Landfill Facility

The contractor shall give at least five (5) days notice to the landfill facility when large amounts of demolished materials are to be delivered to the facility. A special notice is required if asbestos materials are to be dumped so preparations can be made for immediate covering.

2.4 Notice to Support Buildings

Whenever the work endangers the support or involves the undercutting of any building or other structure along the site of the work, the contractor must send by registered mail, return receipt requested, a written notice to the owner or his agent to support such buildings or structures; and following the service of the notice, he must allow a reasonable length of time for the placing of the necessary support.

2.5 Wrecking Permit

DO NOT begin demolition of a building or structure in the City of Appleton until you first obtain a wrecking permit from the Department of Public Works – Inspection Division. Applications are submitted at the Division offices located on the fifth floor of City Hall, 100 North Appleton Street, Appleton, WI 54911, (920)832-6411.

The Building Inspector will not issue a wrecking permit until the following conditions are met:

Information to be provided by the permit applicant: (a) the street address of a building to be razed, (b) the name and address of the demolition contractor, (c) the cost of the demolition work, and (d) the previous use of the building.

2.6 Plumbing Inspector's Approval.

If the building to be razed is served by public sewer, no wrecking permit will be issued until the Plumbing Inspector has approved the sewer seal. The location of the seal is determined by the Plumbing Inspector, and varies depending upon conditions. To avoid delay, the permit applicant must contact the Plumbing Inspector as early as possible to discuss specific requirements. (832-6411).

When moving or razing a building served by a septic system and well, the septic tank shall first be pumped, and then completely removed.

The pump and piping in the well shall be removed and properly sealed by a licensed well driller or pump installer.

2.7 Water Utility Approval

If the building to be razed is supplied by City water, then no wrecking permit will be issued until a letter is furnished by the City Water Utility certifying that the water service has been properly disconnected. The permit applicant must contact the Water Utility at 832-5940 and request such a letter.

2.8 Gas and Electric Utility Approval

If the building to be razed is served by gas and electric service, no wrecking permit will be issued until a letter is furnished by the Gas and Electric Utility certifying that the supplied services have been properly disconnected. The permit applicant should contact Wisconsin Electric Power Company (Mary Zuleger) at 380-3325 and request such a letter.

2.9 Street Occupancy Permit

If razing work in the public right-of-way, then the permit applicant must first obtain a temporary street occupancy permit from the Department of Public Works on the fifth floor of City Hall. (832-6474)

2.10 Erosion Control Permit

Contractor shall comply with the City's erosion control ordinance found in Chapter 24 of the Municipal Code, which requires an application, permit, and erosion control plan be submitted and approved prior to beginning any construction activity.

Section 3: Protection of Work During Demolition

3.1 Protection of Work Site

The contractor shall have the sole responsibility of safeguarding the work and work site throughout the duration of the work. The performance of any work by City forces when done in conjunction with work under the contract shall not relieve the contractor from full responsibility and liability.

3.2 Protective Fences or Barricades

The contractor shall furnish and erect substantial fences or barricades around roadway obstructions, shafts, trench crossings, and other excavations as prescribed by law and as may be further required for the protection of the public and of the work. He shall supplement such protective fences or barricades by the use of acceptable lights and flags, watchmen, signs and other measures that may be necessary to afford proper and sufficient protection.

3.3 Street Barricades and Detour Signs

Whenever the contractor is permitted to work on any street, alley, or public right-of-way open to travel, he shall furnish, erect, and maintain substantial barricades and shall furnish, post, and maintain construction warning signs prior to commencing work. Detour signs, when required, shall be posted and maintained on adjacent streets and alley intersections. Flashing amber lights shall be mounted on all barricades placed within the roadway at night or when visibility is poor.

All barricades used by the contractor shall conform to Part VI of the Wisconsin Manual of Traffic Control Devices and shall have a readable name of the contractor along with the telephone number at which he or his responsible superintendent can be reached.

3.4 Safeguarding the Work and the Work Site

Whenever, in the judgment of the City, the work and work site are not sufficiently safeguarded, the City may order additional protection. In the event that there is not sufficient time for the contractor to provide such safeguards, the City may have the work and work site safeguarded by others and deduct the costs from the payments due the contractor.

Section 4: Insurance Requirements

4.1 Insurance

- a. Contractor's Insurance. The contractor shall maintain the insurance identified in Exhibit A throughout the life of the contract and shall file a "Certificate of Insurance" with the Department of Human Resources (Risk Manager) as evidence of having the required insurance coverage. The City of Appleton shall be listed as an additional insured.
- b. Subcontractor's Insurance. The contractor shall require subcontractors, if any, not protected under the contractor's insurance policies, to take out and maintain insurance as stated above.
- c. Indemnification. The contractor agrees to indemnify, defend, and hold harmless the City of Appleton and its officers, officials, employees, and agents from and against any and all liability, loss, damage expenses, costs, including attorney fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts may be liable, except where caused by the sole negligence or willful misconduct of the City.

APPENDIX

**INSURANCE REQUIREMENTS
FOR CITY OF APPLETON
“LARGE EXPOSURE JOBS”**

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

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - 1) \$1,000,000 general aggregate
 - 2) \$1,000,000 products – completed operations aggregate
 - 3) \$500,000 personal injury and advertising injury
 - 4) \$500,000 each occurrence limit

- B. Claims made form of coverage is not acceptable.

- C. Insurance must include:
 - 1) Premises and Operations Liability
 - 2) Blanket Contractual Liability
 - 3) Personal Injury
 - 4) Explosion, collapse and underground coverage
 - 5) Products/Completed Operations
 - 6) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE

- A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage
OR
\$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident

- B. Must cover liability for “Any Auto” – including Owner, Non-Owned and Hired Auto-mobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY. If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state, must carry coverage for Statutory Workers Compensation & Employers Liability limit of:

- A. \$100,000 Each Accident
- B. \$500,000 Disease Policy Limit
- C. \$100,000 Disease – Each Employee

4. UMBRELLA COVERAGE

- A. Limits - \$2,000,000 each occurrence/\$2,000,000 aggregate
- B. Claims made coverage is not acceptable
- C. \$10,000 self-insure retention
- D. Must be no less broad than underlying coverages

5. AIRCRAFT LIABILITY (including helicopter) – Owner, Non-Owner, or Hired

- A. If this exposure shall exist, the limits must be at least \$5,000,000 combined single limit for bodily injury (including passenger liability) and property damage.
- B. Any liability exclusions relating to slung cargo must be deleted.

6. BUILDER’S RISK/INSTALLATION FLOATER

- A. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or are to be installed or erected by the contractor.
- B. If coverage is desired for this exposure, the contractor may, at his own cost, procure insurance to cover same.

7. ADDITIONAL PROVISIONS

- A. Additional Insured – On the General Liability Coverage, Comprehensive Automobile Coverage and Umbrella Coverage. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.
- B. Endorsement – The Additional Insured Policy endorsement must accompany the Certificate of Insurance.
- C. Certificates of Insurance – A copy of the Certificate of Insurance must be on file with the City Clerk.
- D. Notice – City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.
- E. The insurance coverage required must be provided by an insurance carrier with the “Best” rating of “A-VII” or better. All carriers shall be admitted carriers in the State of Wisconsin.

8. AUTOMOTIBLE POLLUTION LIABILITY (including loading and unloading)

- A. Limits - \$1,000,000 each occurrence
\$2,000,000 annual aggregate
- B. Maximum deductible is \$2,500. Insured is responsible for any claims under the deductible.
- C. Must cover pollutant clean up, and resulting bodily injury and property damage liability.
- D. Must cover liability for “any auto” including owner, non-owner and hired automobile liability.