

**AGREEMENT  
BETWEEN THE REDEVELOPMENT AUTHORITY OF THE  
CITY OF SHEBOYGAN, WISCONSIN AND  
C. SPIELVOGEL & SONS EXCAVATING INC.  
FOR THE DEMOLITION OF STRUCTURES AND ASSOCIATED SITE RESTORATION  
LOCATED AT 511, 517 AND 517R COMMERCE STREET**

This Agreement ("Agreement") is made and entered into effective this \_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the Redevelopment Authority of the City of Sheboygan, Wisconsin (the "Authority") and C. Spielvogel & Sons Excavating Inc.(the "Contractor").

WITNESSETH:

WHEREAS, the Authority owns the buildings and real property located at 511, 517 & 517R Commerce Street, Sheboygan, formerly known as JP'S Marina, ("Property"); and

WHEREAS, the Authority desires to raze the buildings to improve the appearance of Commerce Street, remove blighted buildings from the neighborhood and otherwise prepare the Property for future development; and

WHEREAS, the City of Sheboygan issued Request for Bids # 2026-22 to obtain bids from qualified providers of the services and equipment ("Services"); and

WHEREAS, the City of Sheboygan has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

WHEREAS, Contractor desires to provide the Authority with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**

Contractor shall perform all work associated with the work as specified in Exhibit 1 related to the demolition, disposal, and restoration of the site (the "Services"). Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the Services and shall dispose of all materials generated during the project in a lawful manner (the "Disposal"). Although most abatement activities have been completed, Contractor understands that some materials, such as lead-painted brick, may require special handling and disposal at a licensed landfill. Contractor shall be responsible for obtaining any and all applicable City of Sheboygan permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees between City of Sheboygan Departmental projects.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services. Contractor will need to plan the work in advance of mobilization and coordinate with the Authority's Representative. The public right of way impacted by the project shall remain open to traffic during the project.

**Article 2. Standard of Care**

Contractor shall complete the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Authority's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Authority's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

**Article 3. Authority's Representative**

The Authority designates Bernard Rammer, City of Sheboygan Purchasing Agent, as the Authority's Representative for purposes of this Agreement. If the Authority's Representative deems it appropriate, the Authority's Representative may consult with other employees of the Authority, or may retain an appropriate outside expert to assist with the management of this Project. If the Authority's Representative or agent observes any work performed by the Contractor to not be in conformity with the Agreement, the Authority's Representative will report that to the Contractor. The Authority's Representative will have authority to stop any portion of the work not in conformity with the Agreement until the Authority has investigated and decided upon an appropriate procedure.

**Article 4. Compensation**

The Authority shall pay Contractor for the Services an amount not to exceed \$ 29,500.00 ("Contract Amount"). Upon completion of services, Contractor shall submit an invoice to the Authority via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of invoice receipt. The invoice shall be sent to:

Bernard Rammer  
City of Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081

The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Authority or its Representative prior to such work being performed, or expenses incurred. The Authority shall not make payment for any unauthorized work or expenses.

The Authority may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the Authority or a third party.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the Authority.

**Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Authority are at any time not forthcoming or are insufficient, through failure of any entity, including the Authority itself, to appropriate funds or otherwise, then the Authority shall have the right to terminate this Agreement without penalty. The Authority agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

**Article 6. Schedule**

Contractor shall commence work after receiving a Notice to Proceed from the Authority. All work shall be coordinated with the Authority's Representative. No work may occur on weekends, holidays without prior approval from the Authority's Representative.

Contractor shall complete the services within 120 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The Authority's Representative shall have the authority to consent to an extension of the Deadline on behalf of the Authority and waive any associated penalties with liquidated damages.

**Article 7. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

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

**Article 8. Workmanship and Quality of Materials**

All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Authority's Representative.

**Article 9. Safety Requirements**

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to ensure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances, and laws, whether federal, state, or local. Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The Authority shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

**Article 10. Open Records**

Both parties understand that the Authority is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

**Article 11. Termination**

The Authority may terminate or suspend performance of this Agreement at the Authority's prerogative at any time upon written notice to Contractor. The Authority's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Authority and the Authority shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the Authority may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the Authority may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the Authority shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the Authority the amount of said excess. By taking over prosecution of the work, the Authority does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. The Authority may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

**Article 12. Default**

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment, and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by the Authority.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The Authority shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the Authority shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

**Article 13. Identity of Contractor**

Contractor acknowledges that one of the primary reasons for its selection by the Authority to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Authority. The Authority's Representative shall have the ability to provide this written permission. The Authority reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the Authority reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 14. Independent Contractor Status**

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Authority. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

**Article 15. Indemnification**

Contractor is responsible to the Authority for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the Authority, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the Authority for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the Authority, its officials, agents, or employees, or paid for on behalf of the Authority, its officials, agents, or employees by insurance purchased or self-insurance provided by the Authority.

Contractor shall further hold the Authority, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the Authority harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the Authority or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the Authority.

#### **Article 16. Insurance**

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article. During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Authority's Representative.

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the Authority at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

Redevelopment Authority of the City of Sheboygan, Wisconsin  
828 Center Ave., Suite 208  
Sheboygan, WI 53081

The proof of insurance must contain an original signature and list the Redevelopment Authority of the City of Sheboygan, Wisconsin as an additional insured.

Approval of the insurance by the Authority shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Authority the required proof that the insurance has been procured and is in force and paid for, the Authority shall have the right at its election to terminate the Agreement.

**Article 17. Conflict of Interest**

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 18. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 19. Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 20. Assignment**

Neither the Authority nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the Authority shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

**Article 21. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and Contractor. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the Authority. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Authority. The Authority's Representative shall have the authority to consent to a subcontract as being adequate.

**Article 22. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

**Article 23. Non-Discrimination**

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

**Article 24. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The Authority reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. § 77.66 and related statutes regarding certification for collection of sales and use tax. The Authority also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

**Article 25. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Authority:**

**Contractor:**

Chad Pelishek	Mr. Steve Spielvogel
Redevelopment Authority of the City of Sheboygan, WI	C. Spielvogel & Sons Excavating Inc.
828 Center Ave., Suite 208	1810 North 44 <sup>th</sup> Street
Sheboygan, WI 53081	Sheboygan, WI 53083

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Authority and Contractor.

**Article 26. Intent to be Bound**

The Authority and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 27. Force Majeure**

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

**Article 28. Integration and Modification**

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor (collectively "the Contract").

This Contract is the entire and integrated agreement between the Authority and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations, and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the Authority shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

**Article 29. Non-Collusion**

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

#### **Article 30. Other Provisions**

1. **Material Safety Data Sheet.** If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. **Advertising and News Releases.** Reference to or use of the Authority, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Authority's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Authority's Representative.
3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) that becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party that the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. **Intent of Contract Documents.**
  - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other

expenses that may be necessary for the proper execution and completion of the work included in the Agreement.

- b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

**Article 31. Incorporation of Required Clauses and Conditions**

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the Redevelopment Authority of the City of Sheboygan, Wisconsin and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**REDEVELOPMENT AUTHORITY OF THE  
CITY OF SHEBOYGAN, WISCONSIN**

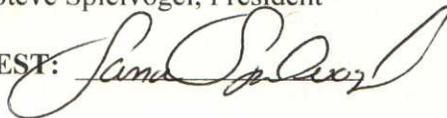
BY: \_\_\_\_\_  
Roberta Filicky-Peneski, Chairperson

ATTEST: \_\_\_\_\_  
Chad Pelishek, Executive Director

DATE: \_\_\_\_\_

**CONTRACTOR**

BY:   
Steve Spielvogel, President

ATTEST: 

DATE: 10-10-22

**CITY OF SHEBOYGAN**  
**Building Razing**  
**Bid # 2026-22**  
**Bidder's Proposal Form**

**BIDS DUE Wednesday September 21, 2022 1:00 p.m.**

City of Sheboygan  
Attention: Bernie Rammer, Purchasing Agent  
828 Center Avenue  
Sheboygan, WI 53081

To Whom It May Concern:

We hereby propose to provide all supervision, labor, materials, machinery, tools, equipment, permits, and services required to raze and dispose of razed materials, and personal property for the buildings located at the address(s) below, including disconnection of sewer and water utilities site restoration in accordance with the bid documents and restoration of elements in the right of way including curb and gutter (if required) and landscape restoration necessary to assure the site is returned to a dust free condition at the price indicated:

**511 Commerce Street, Sheboygan**  
**517 Commerce Street, Sheboygan**  
**517-R Commerce Street, Sheboygan**

**BASE BID** \$ 29,500.00

Note Addendum 1

**If awarded the bid we would expect to begin work as soon as possible following abatement of Asbestos containing materials and securing the proper permits**

We agree to complete the work in accordance with the bid documents and furnish the required certificate of insurance prior to commencing work.

Respectfully submitted,  
FIRM'S NAME Spielvogel & Sons Exc., Inc

ADDRESS 1810 N 44th Street

City Sheboygan, WI 53083

SIGNATURE Steve Spiel

TITLE President

DATE 9/20/22

Email sspiel@excel.net

**CITY OF SHEBOYGAN**  
**REQUEST FOR BIDS # 2026-22**  
**DEMOLITION OF COMMERCIAL STRUCTURES**  
**ADDENDUM # 1**  
**Dated September 12, 2022**

This is Addendum # 1 Dated September 12, 2022. Please be sure to **acknowledge receipt** of this addendum on the bid submittal form included with the bid documents.

511 Commerce Street Structure

As stated previously this structure floor is elevated above grade with a crawlspace below. It has been determined that a portion of the structure floor is wood while other areas of the structure are concrete (garage area).

The Contractor will be responsible to remove the floor of the structure to a level equal to that of the existing grade and cover any remaining bare soils with materials satisfactory so as to leave the site in a substantially "dust free" condition, in accordance with Sheboygan City Ordinance. **Topsoil, seed and mulch** is the recommended material as there is no immediate plans to develop the site and use of these materials best insures a dust free condition.

As stated the boiler pit area should be filled to near grade level with road gravel and the remaining 3"-4" treated with topsoil, seed and mulch.

517 Commerce Street Structure

This structure has a concrete floor throughout. The concrete floor can remain in place following demolition provided that any protrusions remaining are cut-off flush and do not present a hazard to persons walking or driving across the area.

517 R Commerce Street Structure

This Engineered steel building features a concrete floor with a 6"-8" Curb around the perimeter. Following removal of the steel structure the concrete slab and curb may remain as long as any remaining protrusions are removed or cut flush with the top of the concrete slab/curb.

At completion of the project, the site is to be left in a dust free condition with the concrete paving and grass areas clean and free of debris and protrusions.

END