



PUBLIC WORKS COMMITTEE AGENDA

October 13, 2025 at 5:00 PM

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,
Sheboygan, WI**

Notice that the Public Works Committee will meet at 5:00 p.m. or immediately following the Licensing, Hearings, and Public Safety Committee meeting.

**This meeting may be viewed LIVE on:
Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and: www.wscssheboygan.com/vod.**

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

To view the meeting:

Microsoft Teams

Meeting ID: 258 189 295 130 2

Passcode: Bv93si2Y

OPENING OF MEETING

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
Public Works Committee Meeting held on September 22, 2025
5. **Public Comment**
Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 108-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract for the demolition and associated site restoration of the City-owned property located at 428 Wisconsin Avenue to clear the land for future development.
7. Res. No. 109-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract for architectural design, engineering, and construction administration services regarding Harbor Centre Marina and associated facilities at 821 Broughton Drive.

TENTATIVE DATE OF NEXT REGULAR MEETING

8. Next Regular Meeting Date: October 27, 2025

ADJOURN MEETING

9. Motion to adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN
PUBLIC WORKS COMMITTEE MINUTES
Monday, September 22, 2025

OPENING OF MEETING

1. Call to Order

The meeting was called to order at 5:00 PM

2. Roll Call

Alderpersion present: Chair Dekker, Vice Chair Rust, Belanger, Menzer, Boorse - 5

3. Pledge of Allegiance

4. Approval of Minutes

Public Works Committee Meeting held on September 8, 2025

MOTION TO APPROVE MINUTES FROM SEPTEMBER 8, 2025

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

5. Public Comment

No one spoke

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 97-25-26 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue purchase orders for the purchase of street trees for the 2026 Street Tree Planting Program for the City of Sheboygan.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

TENTATIVE DATE OF NEXT REGULAR MEETING

7. Next Regular Meeting Date: October 13, 2025

ADJOURN MEETING

8. Motion to adjourn

MOTION TO ADJOURN AT 5:08 PM

Motion made by Belanger, Seconded by Rust.

Voting Yea: Rust, Belanger, Menzer, Boorse - 5



AGENDA ITEM MEMORANDUM

DATE: October 1, 2025

TO: Public Works Committee

FROM: Bernard Rammer, Purchasing Agent.

SUBJECT: Resolution 108-25-26 – A resolution authorizing the appropriate City officials to enter into a contract for the demolition and associated site restoration of the City-owned property located at 428 Wisconsin Avenue to clear land for future development.

ISSUE

Should the Public Works Committee recommend approval of the resolution, the City will contract for the demolition of the structures and all site improvements on the entire site bordered by North 4th Street to the East, North 5th Street to the West, and Wisconsin Avenue to the South. The demolition is necessary to clear the site for future development.

STAFF RECOMMENDATION

Staff recommends approval of the resolution to allow demolition to begin in fall of 2025 and to be completed during the winter. Final restoration in the form of topsoil, grass seed and mulch will be completed in the spring of 2026.

BACKGROUND / DISCUSSION

This project will include the removal of all site improvements on the entire one-third block site. Also included will be the in-fill of three (3) driveway aprons and two sidewalk ramps with new curb and gutter and the disconnection of water and sewer lines.

A Request for Bids #2080-25 was issued, and the City received a total of eight (8) bids with the high bid of \$ 277,000.00. The Request for Bids included a cost which will allow for the application of topsoil, grass seed and mulch to be applied in the spring of 2026.

FUNDING IMPACT

The Low Bid of \$ 97,950.00 was submitted by Spielvogel & Sons Excavating Inc. of Sheboygan, WI and has met all the criteria.

The funding source for this project is through TID-21 - Contracted Services (Account # 421660-531100)

IF APPROVED, NEXT STEPS:

Following Council approval, the City will contract for the projects with an expected start date of late October 2025 with substantial completion by the end of December 2025. Final restoration including topsoil, seed and mulch will occur in spring of 2026.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 108-25-26**

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 13, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the demolition and associated site restoration of the City-owned property located at 428 Wisconsin Avenue to clear the land for future development.

WHEREAS, the City of Sheboygan desires to remove the existing structures and improvements from a parcel of land located at 428 Wisconsin Avenue to prepare the land for future development. The property was formerly known as the Sheboygan Senior Activity Center; and

WHEREAS, the City of Sheboygan issued Request for Bids #2080-25 for the work and received a total of eight (8) bids for the project; and

WHEREAS, City staff has reviewed the bids and has determined that the low bid meets specifications and standards and that the Contractor has the necessary expertise and ability to complete the work in a safe and efficient manner.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Spielvogel & Sons Excavating Inc. of Sheboygan, Wisconsin for the project in the amount of \$97,950.00.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 421660-531100 (TID 21 - Contracted Services) in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**AGREEMENT FOR THE DEMOLITION OF
STRUCTURES AND ASSOCIATED SITE
RESTORATION LOCATED AT 428 WISCONSIN
AVENUE, SHEBOYGAN, WI 53081**

This Agreement ("Agreement") is made and entered into effective this ____th day of _____ 2025 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, with principal offices located at 828 Center Ave., Sheboygan, Wisconsin 53081, and Spielvogel & Sons Excavating("Contractor") for the demolition of structures and associated site restoration at 428 Wisconsin Avenue, Sheboygan WI 53081

WITNESSETH:

WHEREAS, the City owns the buildings and real property located at 428 Wisconsin Avenue (formerly known as The City of Sheboygan Senior Activity Center; and

WHEREAS, the City desires to raze the main structure and detached two-car garage in order to clear and prepare the site for new development; and

WHEREAS, the City issued Request for Bids # 2080-25 to obtain bids from qualified providers of demolition and site restoration services ("Services"); and

WHEREAS, upon review, the City has determined that Contractor's bid is the lowest responsive and responsible bid for the Services; and

WHEREAS, Contractor desires to provide the City 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 provide all labor , machinery, equipment, licensure, permits, bonds, and travel expenses to safely and skillfully complete the Services as set forth in Exhibit 1, and shall dispose of all materials generated in the provision of Services in a lawful manner (the "Disposal") . Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees for City of Sheboygan 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 City's Representative. The public right-of-way impacted by the project shall remain open to traffic during the project with possible temporary closures of a portion of the East-West Alley and parking lane closures, as well as sidewalk closures to accommodate replacement of concrete curb and gutter and ensure safety of the general public.

For the avoidance of doubt, the scope of services to be provided includes:

- Provision of all permits, licensing, insurance and bonding necessary for the project.
- Complete demolition and disposal of the Main Building and Garage structures including all foundations, basement walls and floors, and any remaining property, furnishings, equipment, and machinery.
- Disconnection and capping of all Storm Sewer Inlets.
- Disconnection and capping of the sanitary sewer laterals at or near the property line.
- Fencing of the worksite to protect the public from accidental injury while the work is underway and during non-work hours.
- Complete demolition and disposal of the detached two-car garage including slab and any remaining property, furnishings, equipment and machinery.
- The proper placement of erosion controls and inlet protections to ensure that stray materials do not impact the proper flow or drainage of stormwater in City-owned catch basins.
- The placement and subsequent removal of a "tracking pad" if determined to be necessary.
- The proper handling of all materials generated during the demolition process, which may include on-site crushing of cementitious materials in accordance with all existing regulations as detailed in the Request for Bids.
- If onsite crushing of materials is undertaken, adequate dust and noise controls shall be provided.
- The removal and lawful disposal of all materials identified to contain asbestos and/or lead in a licensed landfill. The regulations governing this handling can be found in the Request for Proposals.
- The removal and lawful disposal of all concrete paving, asphaltic paving, and various concrete structures in the entire one-third block north of Wisconsin Avenue and between North 4th Street and North 5th Street including but not limited to concrete foundations, abutments, barrier walls, pipe bollards, curbing and both asphaltic and concrete pavement.
- Replacement of all City sidewalks and alley pavement damaged or removed during the demolition and or restoration phases in accordance with City of Sheboygan Specifications.
- The removal and lawful disposal of all materials and equipment such as fluorescent tubes, thermostats, oils, lubricants, and chemicals as called out in the Northstar Environmental Testing Report that was included with the Request for Bids and is attached for reference to this document.
- The removal and disposal of various trees, shrubs and plantings on the property including stumps, roots, and the associated restoration following removal.

- The proper disconnection of storm sewers, sanitary sewers, and water service laterals as identified in the Request for Bids as well as restoration of the street pavement disturbed to the satisfaction of the Department of Public Works.
- For avoidance of doubt, there is a total of (1) Water Service Laterals which will need to be disconnected at the curb stop. The curb stop riser is currently bent so as to not allow the water utility to turn off the water. **The valve will need to be closed by the Contractor at the time of excavation.**
- There are at least two Storm sewer inlets to be properly capped with one in the East Parking Lot and the other in the turnout driveway along North 5th St Street. Contractor shall cap these to the satisfaction of the City Plumbing Inspector.
- Furnishing and proper compaction of materials necessary to infill basements and depressions from their base to the level of existing grades on the site to assure that future structures may be constructed on sound soils.
- Final grading or smoothing of the **entire one-third block site** to prevent standing water.
- The complete removal of five (3) large driveway approaches and two sidewalk related curb cuts and replacement of concrete curb and gutter to the satisfaction of the City Engineer.
- Upon completion of the work, the City expects to have a site devoid of any and all improvements and graded smooth to assure no undue runoff onto contiguous parcels or ponding of water.
- As of the contract date, the City has not received interest in the parcel by a Developer.
- Final Grading, topsoil, seed and mulch will be applied by the Contractor in the Spring of 2026...

Article 2. Standard of Care

Contractor shall be responsible for completing 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 City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City'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. City's Representative

The City designates Bernard Rammer, Purchasing Agent, as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative or Engineer observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$ 97,950.00("Contract Amount").

The cost of final restoration of the site to include screened topsoil, grass seed and mulch is to be included in the bid amount. The Contractor will withhold the value of these services (\$27,750.00) from invoicing until the work is satisfactorily completed in the Spring of 2026.

Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of invoice receipt. Contractor shall submit an invoice to the City on a monthly basis that is based on the percentage of each quadrant completed. The invoice shall be sent to:

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

Contractor shall be required to file lien waivers from all suppliers and subcontractors with the City prior to receiving payment. 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.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional or modified services not set forth in Article 1 must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City 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:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

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

Article 6. Performance and Payment Bond

Contractor shall, within ten (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

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

Contractor shall complete the first phase of services within 120 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). Due primarily to weather conditions which may limit the ability to properly and safely perform the work, the City's Representative shall have the authority to consent to an extension of the Deadline on behalf

of the City and waive any associated penalties with liquidated damages.

Article 8. 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 City 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 9. Quality of Materials

All material used shall be clean and appropriate for such use. Fill materials shall not include hazardous materials or materials that reasonably could be expected to negatively impact construction activities at the Property. Equipment used in the performance of Services shall be appropriate for the activities undertaken therewith. Topsoil shall be screened and free from clumps greater than 1" in diameter and also free from rocks, stones, tree roots or other foreign matter

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure 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 City 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. Further, the City shall not be responsible to any damage to the work in process or any materials or equipment associated with the work.

Article 11. Open Records

Both parties understand that the City 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 City 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 City 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 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City'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 City and the City 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 the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City 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 City 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 City (including payments previously made to Contractor) 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 City the amount of said excess. By taking over prosecution of the work, the City 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. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. 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 City.
- 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 out the work in an acceptable manner.

The City 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 City 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 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. 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 City. 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 16. Indemnification

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

For the avoidance of doubt, Contractor shall further hold the City, 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 subcontractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims made or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. 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 City's Representative listing the City of Sheboygan as an additional insured:

- 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 City 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:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City 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 City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. 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 19. 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 20. 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 21. Assignment

Neither the City 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 City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. 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 City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 23. 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 24. 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. § 11.32(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 25. 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 City 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 City 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 26. Notices

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

City:	Contractor:
City Clerk	Mr. Steve Spielvogel, President
City of Sheboygan	C. Spielvogel & Sons Excavating, Inc.
828 Center Ave.	1810 North 44 th Street
Sheboygan, Wisconsin 53081	Sheboygan WI 53083

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

Article 27. Intent to be Bound

The City 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 28. 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 29. 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 and Exhibits
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 and exhibits)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively "the Contract"). This Contract is the entire and integrated agreement between the City 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 City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. 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 31. 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 City, 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 City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation . A foreign corporation (any corporation other than a Wisconsin corporation) which 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 33: Exhibits

The following Exhibits are attached hereto and made part of this agreement:

Exhibit# 1 Northstar Environmental Testing Reports

Exhibit# 2 Request for Bids# 2080-25 Demolition and all Exhibits

Exhibit# 3 Bid submission by Contractor including Bid Security

Exhibit# 4 Performance and Payment Bonds

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

CITY OF SHEBOYGAN, WISCONSIN

C. SPIELVOGEL & SONS EXCAVATING

BY: _____
Ryan Sorenson, Mayor

BY: _____
— Mr. Steve Spielvogel, President

ATTEST _____
Meredith DeBruin, City Clerk

9°

To be published in The Sheboygan Press on Friday September 5, 2025 and Friday September 12, 2025

CITY OF SHEBOYGAN INVITATION TO BID# 2080-25 BUILDING RAZING

Sealed bids, in electronic format, will be received by the City of Sheboygan, in the office of the Purchasing Agent, City Hall 828 Center Avenue, Suite 110 Sheboygan, WI 53081 until **1:00 P.M., Local Time, Tuesday September 30, 2025** for the complete razing, disposal and site restoration and disposal of:

Former Senior Activity Center 428 Wisconsin Avenue, Sheboygan

A Mandatory Pre-Bid Conference will be held on Friday September 19, 2025 commencing at 9:00 AM Local Time in the Main parking lot on the east side of the building In order to be considered, bidders must have a representative in attendance.

Bids will be tabulated and the results sent electronically to all bidders of record.

Bidders are required to submit a completed **Bidder's Proof of Responsibility** on forms included in the bid documents. In order to be considered the completed forms must be on file no less than **5 days prior to the due date of the bids.**

Bid Security in the form of a bid bond or certified check in an amount of not less than 5% of the total base bid amount must accompany the bids. This surety will protect the City of Sheboygan should the awarded bidder fail to follow through to the contract phase. A photocopy of the bid security shall accompany the bids.

The successful bidder will be required to provide the City of Sheboygan with a Performance and Payment Bond having a face value equal to 100% of the contract amount. In addition, the bidder will be required to provide the City with a Certificate of Insurance having a separate endorsement naming the City of Sheboygan as additionally insured within ten days of notice of award.

Detailed specifications may be obtained at no cost electronically by contacting the Purchasing Agent at (920)459-3469 or via email at Bernard.rammer@sheboyganwi.gov

Bids shall be submitted on the bid forms provided in the bid documents. No bid shall be withdrawn for a period of 60 days after the scheduled due date of the bids without the consent of the City of Sheboygan. **Bids will be submitted electronically in a single pdf format addressed to: Bernard.rammer@sheboyganwi.gov**

The City of Sheboygan is exempt from Federal Excise and State Sales Tax.

The City of Sheboygan reserves the right to reject any or all bids, cancel this solicitation in whole or in part, waive informalities in the bidding process, or to accept any bid considered most advantageous to the City of Sheboygan.

CITY OF SHEBOYGAN
REQUEST FOR BIDS
BID #2080-25
Building Razing
Former Senior Activity Center

1.0 BACKGROUND

The City of Sheboygan is soliciting sealed bids for the Demolition, Removal, Disposal and site restoration of the former Senior Activity Center located at 428 Wisconsin Avenue, Sheboygan WI. The Single story approximately 17,000 square foot structure was built in 1969 comprised of steel and Masonry. Following removal and restoration, it is the intention of the City to offer the site for future development.

The Building has one level with approximately 17,250 sq. ft. There is no basement. There is also a 780 sq. ft. two car detached garage of wood frame construction.

The City has contracted with Northstar Environmental Testing to perform a detailed inspection of the property to quantify the need for abatement of asbestos and Lead-Based Paint prior to standard machine demolition. **A full report is included in these bid documents.**

Further, The City has contracted with a licensed firm to remove the majority of asbestos containing materials that are required to be removed prior to be removed preceding standard machine demolition. **Certain asbestos containing materials will become the responsibility of the demolition Contractor to handle in accordance with existing laws. These are identified later in this document.**

There are a number of non-regulated items identified below which will become the responsibility of the demolition contractor. Many of these items cannot be recycled or re-used and must be disposed of using proper methods. (see below)

1.1 GENERAL

The work entailed under the **Base Bid** contract consists of all permits, labor, machinery, materials to completely remove and lawfully dispose of the approximate 17,000 sq. ft main structure plus garage including basements, foundations, floors, remaining furnishings and equipment and all site pavement. The Contractor shall be responsible for the proper disconnection and capping of water lines at the curb stop as well as sanitary and storm sewer in the terrace or property line to the satisfaction of the City of Sheboygan Plumbing Inspector. Also slated for demolition is a freestanding 780 square foot

two car garage.

The City of Sheboygan owns the entire one-third +/- City Block between North fourth street to the East, Wisconsin Avenue to the South and North Fifth Street to the West. The Contract will include other restorative work on the entire parcel in addition to demolition of the Buildings. This work will include pavement removals and Curb removal, Grading, Levelling, infill and restoration of Three Driveway approaches and two sidewalk Approaches.

As of this writing, development of the cleared site is not scheduled and the timing for future redevelopment of the cleared site cannot be determined. The City is of the opinion that the cleared and levelled site will require grass seed and mulch along with any necessary storm sewer inlet protection and erosion control measures until the turf is established.

Disposal of razed materials, including possible placement of clean, crushed on site concrete (if applicable) shall be done in accordance with the Wisconsin Department of Natural Resources(WDNR) regulations, Wisconsin Administrative Code NR500 and City of Sheboygan Ordinances. Any and all materials to be disposed of off-site that cannot be recycled shall be disposed of at an EPA/WDNR approved and licensed disposal Facility. Receipt of the disposal transaction with the approval of the disposal site shall be retained and presented to the City of Sheboygan before final payment will be made.

Attention is called for the need of the Contractor to review and fully understand all regulations related to the proper handling, crushing and disposal of all materials from the site in accordance with State and Federal Regulations. These Guidelines can be found within and attached to this document.

Under no circumstances will the City of Sheboygan assume any liability for the improper handling, disposal or re-use of any demolition materials generated during the work. The Demolition Contractor is solely responsible to assure that all materials are disposed of in a manner consistent with existing State and Federal Regulations including those containing **Asbestos and/or Lead which cannot be recycled.**

1.2 PERMITS

The contractor shall be required to obtain all applicable City permits and pay for Permit fees prior to beginning demolition. Contractors doing work in the City of Sheboygan are required to be **licensed** by the Building Inspection Department. This requirement includes any sub-contractors. Contact the Building Inspection Dept at (920) 459-4064 for information and costs. Please note that the City of Sheboygan does not “waive” permit fees for City projects.

1.3 BIDDER'S PROOF OF RESPONSIBILITY

Each bidder shall be required to furnish or have on file a valid Bidder's Proof of Responsibility form with the Engineering Division, Department of Public Works, City of Sheboygan, **not less than five (5) days prior to the time of opening of these bids.** Forms for filing of such Proof of Responsibility

are enclosed with the bid Documents for use by all interested bidders. Said form shall fully demonstrate the bidder's financial ability, adequacy of plant, equipment, and organization, prior experience or competency to perform the work contemplated and other pertinent and material facts. (Forms are included with the bid documents)

1.4 AWARD OF CONTRACT/REJECTION OF BIDS

- A. The City of Sheboygan will select a single contractor submitting the lowest responsible "Total Demolition Cost" bid indicated on the "Bidder's Proposal Form."
- B. The City reserves the right to consider as unqualified any bidder that does not habitually perform, with his own forces, the major portions of the work under this contract and/or has performed unacceptable or substandard work for the City under previous City Contracts.
- C. The Agreement between the parties will be in the form of a City Purchase Order and City of Sheboygan standard agreement referencing the terms and conditions of the bid documents.
- D. The City of Sheboygan reserves the right to reject any bids, cancel this Solicitation, waive any informality with the bid process and award the bid deemed to be in the best interest of the City of Sheboygan.

1.5 BONDING/INSURANCE

BID GUARANTY

No bid will be considered unless it is accompanied by a Bid Guaranty. At the option of the bidder, the guaranty may be a certified check, bank draft or bid Bond, which shall not be less than five (5%) percent of the amount of the bid. Certified check or bank draft shall be made payable to the "City of Sheboygan." Cash deposits will not be accepted. The Bid Guaranty shall insure the Acceptance of the Contract and the furnishing of insurance coverage. If the successful bidder fails to follow through to the execution of a contract the bond will be forfeited.

Please include a **photocopy** of the check or bid bond with your electronic bid submission.

B. PERFORMANCE AND PAYMENT BOND

Shall be in a sum not less than 100% of the amount of contract as awarded as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utility and transportation services, employed or used by him in performing this contract work.

The failure of the successful bidder to supply the required Surety Bond within ten (10) days after receipt of contract award or within such extended period as the Purchasing Agent may grant, based upon reasons determined sufficient, the Purchasing Agent may either Award the contract to the next lowest responsible bidder or reject all bids and re-advertise for bids.

C. CONTRACTOR INSURANCE COVERAGE

The successful bidder shall not commence work under this contract until he has obtained all insurance required under this paragraph, nor shall the successful bidder allow any subcontractor to commence work on his subcontract until all similar proof of insurance required of the subcontractor has been obtained.

PLEASE REFER TO ATTACHED DOCUMENT DETAILING INSURANCE AND BONDING REQUIREMENTS

1.6 INDEMNIFICATION

The contractor agrees to save and keep the City of Sheboygan including its Officials, Agents, and Employees, free and 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 contract, except as to the negligence of the City of Sheboygan or its employees as to which this Hold Harmless and indemnity Agreement, shall not apply. The contractor shall indemnify the City of Sheboygan for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the City of Sheboygan, its Officials, Agents or Employees or paid for on behalf of the City of Sheboygan, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan as this Hold Harmless and Indemnity Agreement.

The contractor shall further hold harmless the City of Sheboygan, its Officials, Agents and Employees from liability or claims for any injuries to or death of the contractor's employees or subcontractor's employees, arising out of or in any way connected with the work or work to be performed under this contract, 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 indemnify the City of Sheboygan for any costs, expenses, judgments and attorney's fees with respect to any above referenced workers' compensation claim incurred or paid by the City of Sheboygan or paid on its behalf or behalf of its Officials, Agents or Employees by insurance purchased or self-insurance provided by the City Of Sheboygan.

1.7 SAFETY REQUIREMENTS

The contractor shall be responsible for furnishing, erecting, and maintaining suitable Barricades, warning signs, flashers, fencing etc. to properly protect and safe-guard his personnel and the general public during all phases of this contract.

1.8 **PROTECTION OF EXISTING FACILITIES**

The contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by the contractor's operations, at least three days, excluding Saturday, Sunday and legal holidays, before breaking ground. The contractor shall not hinder or interfere with any persons in the protection of such property or with the operations or utilities at any time. The contractor must obtain all necessary information in regard to existing utilities. He shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of the contractor causing said damage.

The replacement of City Sidewalks or curbing pavement that are inadvertently damaged during demolition are the sole responsibility of the Demolition Contractor.

FENCING:

Fencing of the portion of the site to be demolished is highly recommended while demolition is underway due to the close proximity of the sidewalks and curb lines.. The Demolition Contractor will need to contact the City of Sheboygan Department of Public Works for information regarding temporary closures of sidewalks if required.

PRESENT DAY

As of August 2025, the following Utility preparations have been completed.

- Gas service will be removed back to the Natural Gas Main.
- An order to disconnect phone lines and Fiber Optic has been initiated with AT&T
- The City will arrange for removal of all electrical power from the site following the completion of ACM and LBP Abatement estimated to conclude in September.
- The Water Meter will be removed. Sanitary and storm sewers are still connected and proper disconnections and capping of same will be the responsibility of the demolition contractor at the property lines.
- The water lateral is copper and the Contractor will be responsible for disconnection and capping of same at the curb stop.
- Central Air Conditioning systems by way of several rooftop units will be purged of all Freon by a Licensed Contractor.
- There is one(1) Water Lateral serving the Property. It is of copper construction and can be disconnected at the curb stop.
- Abatement of Asbestos containing materials to be removed prior to demolition is scheduled and expected to conclude in mid- September

A: Asbestos/Lead Based Paint

All asbestos containing materials, which are required by the State of WI to be removed prior to standard machine demolition will be removed prior to demolition by a State Certified and licensed Contractor. This is expected to be completed by the end of September 2025

The following Materials will be the responsibility of the **DEMOLITION CONTRACTOR** to properly handle and dispose of in a lawful manner

ASBESTOS:

- **230 Square feet of wall panel adhesive-see Northstar Environmental Testing Report**
- **18,500 square feet of roofing materials-See Northstar Environmental Testing Report.**
- **Exterior Concrete Block Walls: (IMPORTANT)**
The exterior Concrete Block walls are insulated with a vermiculite insulation product. While the Vermiculite was tested by Northstar Environmental and found to contain less than 1% Asbestos, the Wisconsin Dept. of Natural Resources mandates that this block **cannot** be crushed and recycled and therefore **MUST** be disposed of in a Licensed landfill.

LEAD BASED PAINT:

- The yellow lead based paint on the South and West Exterior of the building (curbing and parking lot lettering) will be removed from the pavement by the abatement Contractor. See Northstar Environmental report. You do not need to include any special handling of this concrete/asphalt in your bid.
- The yellow parking lot striping has been tested and is negative for Lead. This is because The building started out as an elementary school and the paved parking lot was not used for parking until the City acquired the building in the early 1990's.
- The Inside of the north wall of Room # 25 has Lead Based Paint (Light Blue). Since this is an exterior wall which contains vermiculite insulation, the wall cannot be recycled or crushed and therefore will need to be transported to a certified landfill for disposal. See Northstar Environmental Report.

The Contractor is solely responsible to carefully remove and segregate these materials from other demolition debris and transport them to a licensed landfill manifested as Asbestos. Whenever possible the materials should be wet down during removal.

Additionally, the Contractor should provide an OSHA Competent supervisor on site during demolition who is familiar with the proper handling of asbestos containing materials and also to watch for and recognize materials uncovered during demolition that were not previously identified which may be concealed.

Should suspicious materials manifest themselves during the demolition process the Contractor is required to immediately notify the City so that a licensed firm can investigate and determine composition of the materials and if required, have the materials properly abated and removed.

1.9 SITE INSPECTION-MANDATORY

It is the responsibility of each bidder and bidder's subcontractor to visit the site of proposed work and fully acquaint him or herself with the existing conditions and should fully inform himself as to the difficulties and restrictions in performing this contract.

A MANDATORY inspection of the building is scheduled for 9:00 A.M. CST, on Thursday September 18, 2025 commencing in the main parking lot east of the building.

1.10 ANTICIPATED PROJECT SCHEDULE

- MANDATORY PRE-Bid Conference, Friday September 19, 2025 9:00 am
- Bidder's Proof of Responsibility Due Monday September 22, 2025 via email
- Bids Due Via Email Thursday September 30, 2025 1:00 pm
- Contract Award As soon as possible following approvals
- Start of Demolition Tentatively scheduled for October 2025
- Project completion February 2026 except for topsoil, seed, mulch which will be postponed until Spring

1.11 LIQUIDATED DAMAGES

Should the contractor fail to complete the work by the agreed upon date **or by an alternate date mutually agreeable to both parties at time of contract**, or within such extra time as may have been allowed by extension, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day that the work remains uncompleted, a sum of \$ 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 City from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting the contractor to continue and finish the work or any part of same 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 be construed as a waiver on the part of the City of Sheboygan of any of its rights under the contract.

1.12 BASIS OF PAYMENT

The work included in the **base bid** as specified, will be paid at a lump sum price, which shall be payment in full for razing, breaking down, and removals; abandonment and disconnection of utilities; for obtaining permits; for off-site disposal of razed materials site restoration and for providing all labor, bonding, tools, materials and equipment necessary to complete the work in accordance with this request for bid.

1.13 SERVICE DISCONNECT

The Contractor, with assistance from the owner will be responsible for disconnecting electricity, natural gas, water, storm sewer, and sanitary sewer services to the building. The City of Sheboygan will assist as needed. Disconnection and permanent capping of the Water and Storm sewer laterals shall be done to the satisfaction of the City of Sheboygan Plumbing Inspector.

1.14

1.15 WAGE RATES Not Required.

1.16 HAZARDOUS MATERIALS

(See attached report from Northstar Environmental Testing for reference)

Contractor in accordance with Wisconsin Administrative Code Chapter NR447 and DHSS regulations and guidelines under separate contract.

See Below for Asbestos Containing materials that are the responsibility of the **Demolition Contractor** to dispose of in a licensed landfill. These materials cannot be recycled and must be transported to a licensed landfill

1.17 CRUSHING OF CONCRETE ON-SITE:

Crushing of clean concrete on-site is allowed under the following conditions:

NOTE: Exterior Block walls containing Vermiculite Insulation and cannot be Crushed /Recycled

1. Site is properly fenced for both safety and security
2. Crushing should occur in the central portion of the site.
3. Proper Dust Control measures (Water) must be followed at all times
4. Only concrete that meets the WDNR's definition of "clean concrete" can be considered for recycling (crushing). The demo contractor is responsible to understand what is considered clean concrete. Concrete coated with paint that is not lead-bearing paint may be used as fill, aggregate or concrete to concrete recycling in accordance with the following rule exemptions:
5. Crushing may occur between the hours of 8:00 am and 4:00 pm Monday through Friday (no holidays)

Reuse of clean concrete is exempt under s. NR 500.08(2)(a), Wis. Adm. Code. Certain environmental performance, location and operational requirements apply. Please review these requirements [s. NR 504.04(3)(c) and s. NR 504.04(4)] before placing used concrete on the land. For more information about this disposal exemption, refer to a separate frequently asked question, what is defined as "clean fill" that does not have to be taken to a landfill, on the DNR website at <http://dnr.wi.gov/topic/Waste/SolidFAQ.html>

2.0 SALVABLE MATERIALS

There is no guarantee of salvable materials or property involved in this Contract. No responsibility shall be assumed by any party for loss of salvable materials due to damage, theft or condition at time of contract etc.

3.0 DEMOLITION REQUIREMENTS

The entire building and its foundations, basements, sub-basements footings and other improvements, including walkways, parking lots and patios inside the City owned sidewalks and commencing from North 5th Street to North 4th Street and North of Wisconsin Avenue to the north property line. Site is to be entirely cleared of all improvements inside of the City Sidewalk.

In addition to the entire building, its foundations, footings, floors, loading docks, sump pits, stone retaining walls and footings, planters, drainage swales and building contents, the contractor shall include in the demolition cost the removal and proper disposal of the following:

1. All oil containing ballasts, electrical transformers, elevator cars and hydraulic machinery, HID lamps, fluorescent lamps, emergency lighting batteries, fire extinguishers, and mercury switches, EXIT signs containing possible nuclear materials etc.
2. Any and all roofing materials assumed to contain asbestos which is considered by the WDNR to be acceptable by the licensed landfill as non-regulated demolition waste.
3. Equipment with CFC (Freon) or HCFC materials.
4. Other materials, such as certain light bulbs, mercury switches, batteries, door closures, water coolers, personal property, vault door, safe deposit box cabinetry and AC units, etc. will need to be removed/managed prior to demolition **by the Demolition Contractor.**

PLEASE SEE REFERENCE OF THESE ITEMS IN THE ATTACHED NORTH STAR ENVIRONMENTAL REPORT

5. Refer to WDNR Publication WA 651 PLANNING YOUR DEMOLITION OR RENOVATION PROJECT: A Guide to Hazard Evaluation, Recycling and Waste Disposal found at <https://apps.dnr.wi.gov/doclink/waext/wa651.pdf>
6. Curb cuts to remove Three existing driveway aprons and two sidewalk ramps (mid-block) will need to be replaced with concrete curb and gutter by the Demolition contractor in accordance with City of Sheboygan specifications and backfilled with topsoil, seed and mulch..
7. All Parking lots, curbing, drainage swales, lighting, signage, lamp post bases, footings foundations, parking stops are to be removed.

The following items shall not be razed under the base bid:

1. Street pavements, public sidewalks and Curbing along City Streets.
2. Chain Link Fencing on North Property Line east of North 5th Street ending near the garage. The short section of chain link fencing to the south is to be removed.

4.0 **BACKFILLING & SITE RESTORATION**

- A. The Contractor will be responsible for back filling and site restoration including suitable compaction of the clean fill materials so as to provide for future excavation for construction of new improvements to the site in the near future. The site is the entire 1/3 Block East Of North

Fifth Street , West of North 4th Street and North of Wisconsin Avenue.

- B. *If Necessary*, The City will contract separately with a Civil Engineering Firm to provide compaction testing during the backfill process. This data will be shared with Future parties interested in the development of the parcel. The Demolition Contractor is expected to work with the City's Third-Party Engineering firm to allow for scheduling and proper testing during backfill operations.
 - C. Site restoration shall include proper compaction (as determined by engineering Firm), rough grading and finish grading, topsoil, seed and mulch.
 - D. Should weather conditions not be suitable to complete restoration including spreading of topsoil, application of grass seed and mulch The Contractor will work with the City to establish a mutually agreeable schedule. As security, the City will withhold not less than 10% of the total bid payable upon completion.
 - D. All sidewalks, pavement and driveways inside the City owned sidewalk around the perimeter and the curb line shall be removed and the grade restored.
 - E. Contractor will be responsible for the removal and disposal of Three driveway aprons (3), Two (2) Sidewalk ramps and restoration of the concrete curb and gutter in a manner consistent with City of Sheboygan Engineering Department procedures.
 - F. Finish grading of the site shall be performed in such a manner as to assure that grade is level with existing City of Sheboygan Sidewalks and surrounding parcels and that no ponding of storm water on the parcel will occur.
- 5.0 PARTIAL INVENTORY OF BUILDING COMPONENTS** that will become the sole property and responsibility of the Demolition Contractor as a part of this **BASE** contract:
- Electrical power transformers not owned by the Utility.
 - Electrical Distribution panels, conduits, raceways, wiring etc.(non ACM)
 - All lighting fixtures including fluorescent tubes
 - All permanent furnishings and fixtures
 - Ceiling tiles and associated grid work.
 - HVAC Equipment
 - Water heating equipment and circulation pumps
 - Plumbing fixtures
 - Heating Thermostats
 - Sump Pumps
 - Carpeting and Floor coverings
 - Hollow metal entranceways, steel doors, wood doors, overhead doors.
 - Exit lighting including those fixtures possibly containing radioactive materials requiring controlled and regulated disposition.
 - Emergency lighting fixtures that may contain lead acid batteries.

- External lighting fixtures connected to the structure and those within the confines of the City sidewalks.
- Other property, building components and fixtures
- Flag Pole
- Outdoor concrete including walkways, steps, ramps, curbs and driveways.
- Building Foundations, concrete planters, concrete exterior lighting bases and abutments.
- Assorted paints, chemical, coatings.
- Other personal Property.
- Any Unregulated hazardous materials as identified in the Northstar Environmental Report attached.

SEE COMPLETE LIST OF THESE MATERIALS INCLUDED IN THE NORTHSTAR ENVIRONMENTAL REPORT

Note Regarding Electrical Panels:

The building was originally constructed in the 1960's. Many electrical panels and disconnects from that era were known to contain asbestos insulation. Unfortunately, these cannot be properly inspected until electrical power has been permanently shut off from the building. Once that occurs, the City intends to have an inspection performed and further have those panels found to contain asbestos removed and disposed of in a lawful manner. **Bidders are cautioned to take this into account when preparing their bids and calculating salvage values associated with electrical distribution panels and equipment.**

Alternatively, the contractor may assume possession of the electrical panels with the knowledge that he/she then becomes responsible for the Asbestos(if Present).

6.0 SCOPE OF WORK

The City of Sheboygan Common Council has directed that bids should be obtained for the complete demolition of the structure including off-site disposal of all materials not used for backfill/restoration. This includes complete restoration of the site to a dust free condition including proper compaction of backfill material. The Scope of Work is as follows:

- Furnish City of Sheboygan with Performance and Payment bonds equivalent to 100% of the total cost of the work, a minimum of seven days prior to the start of demolition or preparations preceding demolition.
Provide Certificate of Insurance with separate endorsement naming the City of Sheboygan as additionally insured.
- Purchase and obtain a Demolition Permit from the City of Sheboygan Building Inspection Department. (Note: City does NOT waive any permit fees).
- Contractor and all Sub-Contractors must be licensed in the City of Sheboygan with the Building Inspection Department. The cost of any and all licensure, either temporary or permanent, is the total responsibility of the Contractor and Sub-Contractors and will not be "waived" for any reason.
- Prior to obtaining a demolition permit, it will be the responsibility of the demolition Contractor, acting as General Contractor, to arrange for and assure for the proper disconnection and termination, in accordance with all codes and ordinances in effect at the time, of all utilities and

provide suitable certification of such disconnection.

- Provide and install all erosion curtains and inlet protection on storm sewer inlets located in the street or right of way as may be required by the Wisconsin DNR during the demolition process and an extended period of time until the turf is established
- Temporarily protect all storm sewer inlets around the site to protect against the entry of soils or other materials during and immediately following the demolition and site restoration. These shall remain in place until the site has been rendered safe from runoff.
- Mobilization and suitable preparation of the building and the job site to allow for the work to be done in a safe manner. This will include fencing of the site. Contractor may use the yard for staging with the understanding that the lot will be removed and restored to a dust free condition at the end of the project at the contractor's expense.
- Machine demolition of the entire structure including basements, sub-basements, footings, pilings, sump pits and removal of all concrete and or asphaltic pavement from the site.
- Backfilling of all areas below grade including clean materials which will provide suitable compaction readings as determined by the City's third- party Civil Engineering firm.
- Jobsite Fencing as required
- If required, de-watering of any sub-grade excavations during the back-fill process to allow for suitable compaction readings to be obtained.
- Removal and disposal in a licensed landfill of all materials from the building and site.
- When completed, the area inside the city sidewalk shall be completely leveled to a grade equal to the surrounding properties and the City Sidewalks present on three sides.
- Replacement of City owned concrete curb and gutter at (3) driveway openings and (2) two sidewalk ramps in accordance with City of Sheboygan Engineering Dept. specifications.
- Grading and levelling of the **entire one-third block parcel** (SEE ATTACHED MAP)
- Placement of screened topsoil free of clumps and foreign matter is required.
- Entire site is to be seeded with high quality grass seed and covered with mulch materials such as Hydro Mulch. Inlet protection and or anti-erosion "socks" to remain in place until the threat of soil erosion and entry of soils into the storm sewer system has passed.
- Site is to be prepared in such a way so as to allow for "fine" mowing of the grass once the turf is established.

7.0 TIME FRAME

The City of Sheboygan Common Council will need to vote in order to award the demolition contract. This process can take up to three weeks following submission to the Council of a recommendation for award.

ATTACHMENTS

Attached please find the following documents

- 1) Northstar Environmental Testing report
- 2) Northstar Supplemental Testing Report
- 3) Insurance and Bonding Requirements and Instructions
- 4) Building Blueprints/Drawings
- 5) Location of Water Mains and Laterals
- 6) Bidders Proof of Responsibility Form (Due no less than 5 days prior to bid date)
- 7) Terms and Conditions
- 8) Map of entire parcel (one third block with Wisconsin Avenue to South, North 5th Street to West and North 4th Street to the East.

Submission of Bidders Proof of Responsibility: TIME IS OF THE ESSENCE

- Must be received not less than (5) working Days prior to the bid due date.
- Bidders are encouraged to submit the documents as soon as possible.
- Bidders Proof are Valid for (1) Year.
- **If Bidders have submitted in the past and are unsure of the current status you are urged to contact the Department of Public Works at (920) 459-3440**
- Bids received without a valid Bidders Proof of Responsibility on file will not be considered.

CITY OF SHEBOYGAN
Bid # 2080-25
Razing of Former Senior Activity
Center
BID Submission Form

TO: City of Sheboygan

Bids Due Tuesday September 30, 2025 at 1:00 pm

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the razing of the former Sheboygan Senior Activity Center, 428 Wisconsin Avenue and all site improvements in the City of Sheboygan and as such wish to enter a lump sum, all -inclusive bid (Base Bid) for the project as stated below:

BASE BID

For the razing of the approximate 18,000 square foot structure and detached two car garage including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, Site fencing, Utility disconnection, proper handling and disposal of remaining asbestos and lead based or Lead Bearing materials, proper handling and disposal of un-regulated hazardous items as identified in the Northstar Environmental Testing Report, machine demolition, removal of all materials from the site, disposal of all remaining materials required to be disposed of in a licensed landfill, backfilling of the sub-grade areas including accommodations necessary to allow for certification of proper compaction by others, removal of the driveway aprons, final grading, placement of clean cover materials, restoration of concrete curb and gutter in-fills and project close-out we wish to enter an ALL INCLUSIVE bid price of:

\$ _____

Because Topsoil Seed and Mulch will not be able to be placed until Spring of 2026 we have included in the base bid above the cost of \$ _____ however this amount will not be invoiced until final completion of the placement of topsoil seed and Mulch.

As surety, we also are enclosing a bid bond or Cashiers check in the amount of \$ _____ which represents not less than 5% of the total BASE BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

In addition, prior to the start of any work, we will provide to the City of Sheboygan a Performance and Payment bond with a face value equal to 100% of the Total All Inclusive cost of the project.

If awarded the bid we intend to start work on or about _____, _____, 2025 following City approvals, contract signing and bonding.

Company Name _____
 Address _____ City _____ State _____ Zip _____
 Phone _____ Fax _____ Email _____
 Name _____ Title _____
 Signed _____ Date _____

**CITY OF SHEBOYGAN
INSURANCE REQUIREMENTS**

Exhibit 3

Item 6.

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE
REQUIREMENTS**

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan

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

1. COMMERCIAL GENERAL LIABILITY COVERAGE

- A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) “if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

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

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY—as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
 - A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
 - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
 - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
 - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
 - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
 - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - G. Coverage must be included for Testing and Start up.
 - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
 - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - J. The policy must cover/allow Partial Utilization by owner.
 - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - L. Contractor will be responsible for all deductibles and coinsurance penalties.
8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan 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 its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

Item 6.

9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. **BOND REQUIREMENTS**

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

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work City Of Sheboygan, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor's policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure

must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
 - I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Sheboygan, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

PRE-DEMOLITION INSPECTION: ASBESTOS & LEAD-BASED PAINT

City of Sheboygan

Site:

Former Senior Activity Center of Sheboygan

428 Wisconsin Avenue
Sheboygan, WI 53081

Building:

Commercial (activity center with detached garage)

Inspection Date: February 4, 11, &14, 2025

Report Date: March 3, 2025

NorthStar No. 250-101

Central Wisconsin
715.693.6112

Fox Cities
920.422.4888

Madison
608.827.6761

Sheboygan
920.422.4888

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

March 3, 2025

City of Sheboygan
c/o Bernie Rammer
828 Center Avenue, Ste. 110
Sheboygan, WI 53081

Project:	Pre-Demolition Inspection: Asbestos and Lead Paint
Site:	Former Senior Activity Center of Sheboygan 428 Wisconsin Avenue Sheboygan, WI 53081
Building:	Commercial (activity center & detached garage)
Site Date:	February 4, 11, & 14, 2025
NorthStar No.	250-101

NorthStar Environmental Testing, LLC (NorthStar) was contracted by Bernie Rammer on behalf of the City of Sheboygan to complete an inspection for the presence of asbestos containing materials (ACM) and lead-based paint (LBP) prior to demolition of the commercial building located in Sheboygan, Wisconsin. The inspection was conducted by Bruce Ten Haken and Isaac Burchby of NorthStar on February 4, 11, & 14, 2025.

Asbestos containing materials were identified which will require abatement prior to demolition. Electrical components and roofing materials are assumed to contain asbestos and require proper disposal or additional testing. Lead-based paint was found in limited areas. Please review the report in its entirety for more specific information.

Prepared by:
NorthStar Environmental Testing, LLC.
2109 Erie Avenue, Suite 103
Sheboygan, WI 53081

Provided to:
City of Sheboygan
c/o Bernie Rammer
828 Center Avenue, Ste. 110
Sheboygan, WI 53081

NorthStar Environmental Testing, LLC.



Dave Barrett
Operations Manager
All-01397 / LRA-01397



Bruce Ten Haken
Project Technician
All-15079

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

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Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

March 3, 2025

City of Sheboygan
828 Center Avenue, Ste. 110
Sheboygan, WI 53081

Project:	Pre-Demolition Inspection: Asbestos and Lead-Based Paint
Site Address:	Former Senior Activity Center of Sheboygan 428 Wisconsin Avenue Sheboygan, WI 53081
Survey Date:	February 4, 11, & 14, 2025
NorthStar No.	250-101

NorthStar Environmental Testing, LLC (NorthStar) was authorized by Bernie Rammer on behalf of the City of Sheboygan to conduct a pre-demolition survey for the presence of accessible suspect asbestos containing materials (ACM) and lead-based paint (LBP) for the following site:

INSPECTION SUMMARY:

Site Address:	428 Wisconsin Avenue Sheboygan, WI 53081		
County:	Sheboygan		
Structure Type:	Commercial (activity center with detached garage)		
Building Age:	Activity Center = 1969	Detached Garage = 1985	
Size:	Activity Center = 17,250 sf	Detached Garage = 780 sf	
Floors	1		
# of Structures:	2 (activity center & detached garage)		
Inspector:	Bruce Ten Haken	Certification:	All-15079
Company Cert:	NorthStar Environmental Testing, LLC	Certification:	DHS-925800
Survey Date:	February 4, 11, & 14, 2025		
Comments:	Primary building materials: <u>Activity Center</u> = concrete slab, block walls, stucco & brick siding, flat asphalt roofing, roof top HVAC units. <u>Detached Garage</u> = concrete slab, wood framed walls, vinyl siding, asphalt roofing shingles.		

ASBESTOS SAMPLING SUMMARY:

Number of Samples:	95		
Number Analyzed:	102 (layers)	Point Count:	5
Asbestos Materials:	Transite Window Sills 9"x 9" Floor Tile Black Floor Tile Adhesive	Wall Panel Adhesive Window Glazing, Exterior	
Assumed ACM:	Roofing Materials & Electrical Components		
Laboratory:	Eurofins CEI, Inc. NVLAP: 101768-0		
Analysis Date:	February 11 - 22, 2025 (reported)	Point Count:	February 11 - 25, 2025

The attached Asbestos Sample Material Log details additional sample analysis data, including the sample analysis data from an asbestos inspection completed by Cardinal Environmental, Inc. on June 7, 2012.

ASBESTOS CONTAINING MATERIAL SUMMARY:

ACM that will require abatement prior to disturbance by demolition:

Material	Bldg. Level	Building Area	Quantity (approx.)	Category/Comment
Window Sills, Transite	1	Room 08, 10, 11, 12b, 17, 18	22 sf 7 – 7" x 64"	Cat II Non-Friable
¹ Window Glaze	1	Room 02, 02a, 08, 10, 11, 12b, 17, 18	14 sf 14 – 2.5' x 2.0'	Cat II Non-Friable
¹ Window Glaze	1	Room 02, 02a, 08, 10, 11, 12b, 18	18 sf 9 – 2.5' x 6.5'	Cat II Non-Friable
² Electrical Panel Components	1	Room 01	1 sf 1 Large Panel	Cat II Non-Friable Assumed ACM

¹ Windows have aluminum sashes. Some of the original windows have been replaced. Replacement windows have rubber gaskets and are not included in the total listed above.

² Electrical panels, boxes or components were not sampled due to electrical hazard. These components should be assumed ACM unless sampled to prove otherwise.

Non-Friable ACM that *may remain in place for mechanical demolition unless the attached materials (concrete, wood, metal, etc.) will be recycled, reused or crushed:

Item 6.

Material	Bldg. Level	Building Area	Quantity (approx.)	Category/Comment
³ 9" x 9" Floor Tile & Adhesive (Black)	1	Room 10/10c/10d	369 sf	Cat I & II Non-Friable Under 12" Floor Tile On Concrete
³ 9" x 9" Floor Tile & Adhesive (Black)	1	Room 08/09 Room 10b Total	380 sf 56 sf 436 sf	Cat I & II Non-Friable Under Carpeting On Concrete
³ Floor Tile Adhesive (Black)	1	Room 07 Room 09 Room 10 Room 12c Room 13 Room 16 (South End) Room 17a Total	168 sf 12 sf 12 sf 98 sf 195 sf 176 sf 265 sf 926 sf	Cat II Non-Friable Under 12" Floor Tile On Concrete
³ Floor Tile Adhesive (Black)	1	Room 02 (North End) Room 12a Total	112 sf 156 sf 268 sf	Cat II Non-Friable Under Carpeting On Concrete
³ Floor Tile Adhesive (Black)	1	Room 08 Room 11 Room 18 Total	30 sf 280 sf 300 sf 610 sf	Cat II Non-Friable Under Carpeting and 12" Floor Tile On Concrete
³ Floor Tile Adhesive Residue (Black)	1	Room 05/06	347 sf (Residue)	Cat II Non-Friable Under Sheet Flooring On Concrete
³ Floor Tile Adhesive (Black)	1	Gym, West End Around Perimeter (6"-10" from wall)	~63 sf (94.5 lf)	Cat II Non-Friable Under Vinyl Plank On Concrete
³ Floor Tile Adhesive (Black)	1	Gym, East Section Room 17 Total	852 sf 310 sf 1,162 sf	Cat II Non-Friable Under Vinyl Plank & 12" Floor Tile On Concrete
³ Floor Tile Adhesive (Black)	1	Room 16 (North End)	80 sf	Cat II Non-Friable Under Raised Floor On Concrete
Totals from Above:	ACM 9" Floor Tile with ACM Adhesive (Cat I / Cat II) ACM Floor Tile Adhesive (Cat II)			Total = 805 sf Total = 3,456 sf
⁴ Wall Panel Adhesive	1	Interior Walls - Various Locations Throughout	230 sf	Cat II Non-Friable On Wood
⁵ Roofing Materials	Roof	Senior Center Roof Garage Roof	~ 17,600 sf ~ 900 sf	Cat I Non-Friable Assumed ACM

³ These non-friable ACM are not likely to become friable during demolition but will interfere with concrete recycling or waste sorting and therefore abatement may be beneficial, and the building owner may wish to consult with a demolition contractor for additional recommendations.

⁴ Narrow stripes of adhesive between wood paneling and plywood sheets, wood studs, etc.. Quantity of 230 sf of adhesive on approximately 4,622 sf of wall material.

⁵ No roofing material samples were collected. These materials should be assumed ACM and sampled if/when necessary.

- * Any ACM allowed to remain in place during demolition must remain non-friable throughout the demolition process and require proper landfill disposal. Abatement is recommended for any non-friable ACM that may become friable due to the demolition process. The Wisconsin Department of Natural Resources (WDNR) can be consulted with any specific questions regarding these issues.

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner and/or an abatement contractor prior to project design, bidding, budgeting and/or WDNR notification purposes.

The following materials were found to contain **1% or less asbestos (trace amount)**:

** 1% or Less Asbestos (Trace)	
⁶ Drywall joint compound	^{7,8} Vermiculite insulation (exterior block wall voids)

Please see the attached Asbestos Material Sample Log for additional sample information including materials that were found to contain no asbestos.

⁶ Drywall joint compound was found to contain <0.25 chrysotile asbestos.

⁷ Insulation material known as *vermiculite* was sampled and found to contain 1% or less asbestos in the analyzed portion. Asbestos within vermiculite is known to be a contaminant rather than an intended ingredient and therefore asbestos content within the material may vary greatly throughout the same insulated space. Because of this, microscopic analysis for the presence of asbestos in vermiculite may not be consistent. The Environmental Protection Agency (EPA) has stated that current analytical techniques may not be adequate to accurately determine the asbestos content in vermiculite.

⁸ Vermiculite found to contain 1% or less asbestos (with point count confirmation) may remain in place for mechanical demolition or fire training burns. Cinder blocks or concrete blocks that have been filled with vermiculite insulation cannot be reused, recycled or used for clean fill. They must be disposed of at a landfill licensed to accept this type of material.

If the building is renovated, the Wisconsin Department of Health Services (WI DHS) requires that vermiculite be presumed to be ACM, regardless of sample analysis, and that it be abated prior to any disturbance by renovation activity.

**** Materials containing any amount of asbestos including materials with 1% or less (trace amount), may still result in an exposure regulated by the Occupational Safety & Health Administration (OSHA). Protective equipment or a negative exposure assessment for personal exposure may be required.**

The following areas were inaccessible or excluded at the time of inspection and may contain additional quantities of suspect asbestos containing materials:

Inaccessible/Excluded Areas
The inside of the detached garage building was inaccessible at the time of our inspection. A follow-up inspection is recommended.
Any additional suspect materials, if encountered, which differ from those tested should be assumed to contain asbestos and sampled if/when necessary.

LEAD-BASED PAINT (LBP) TESTING SUMMARY:

Item 6.

Testing Date:	February 4, 2025		
Contact:	Bernie Rammer (City of Sheboygan) Phone: 920.459.4000		
Work Area:	Pre-Demolition		
Materials Tested Pre-Demolition:	Testing was limited to representative accessible cementitious surfaces (concrete, concrete block, brick, etc.) likely to be impacted by the planned demolition. Other areas or surfaces should be assumed to contain lead unless additional testing proves otherwise.		
LBP for Demolition Items:	LBP was identified in limited areas (see attached table).		
Comment:	For demolition and disposal, the State of Wisconsin defines lead-based paint as that which is equal to or greater than 1.0 mg/cm ² by XRF.		
Inspector:	Isaac Burchby	Certification #:	LRA-296199
Lead Company:	DHS-925800	Expiration Date:	08/01/2025
Testing Equipment:	Viken PB 200e, Serial Number: 2885		

LEAD-BASED PAINT TEST RESULTS: (Positive Results Only)

Testing for lead-based paint analyzes all layers of paint on a particular surface area simultaneously. The testing does not specifically identify which layer or color of paint contains lead. A positive testing location indicates that some layer of paint on that surface contains lead in paint equal to or in excess of 1.0 mg/cm².

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm ²)
Exterior – Main Building Exterior								
66	B	Curb	Ctr		Intact	Concrete	Yellow	2.8
67	B	Ground Letters	Ctr		Intact	Concrete	Yellow	4.0
70	A	Stairs	Ctr	Risers	Intact	Concrete	Yellow	1.8
Interior Room – Gymnasium								
25	A	Wall	L Ctr		Intact	Conc Block	Blue	1.1
28	C	Wall	L Ctr		Intact	Conc Block	Blue	1.1

Abbreviations:	U = Upper	L = Lower	Rgt = Right	Lft = Left	Ctr = Center	Bsmt = Basement
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Notes:

- Wall A (south) is the road/street side (Wisconsin Avenue) of the building. Walls B/C/D are determined clockwise from wall A.
- All similar materials with the same paint history are to be categorized in the same manner. For example, if a window sill on side A is positive for LBP, then all similar window sills are assumed to contain lead-based paint unless specifically tested and proven otherwise.
- Additional areas of LBP are possible in inaccessible areas, areas hidden from view or materials/substrates contained behind or within other building materials.

Please see attached “Lead-Based Paint XRF Testing Data” & site diagram for specific areas tested.

SURVEY LIMITATIONS:

Item 6.

Sample results, quantities and recommendations are for areas of the building that were accessible to us during the investigation. Additional assumed ACM or LBP that may have been located in spaces not accessible during our investigation, hidden from view, or not sampled at the client's request, may require additional sampling prior to disturbance by renovation or demolition activity (see notes if applicable).

Areas that were inaccessible and not tested or inventoried during the investigation may have included: certain wall or ceiling cavities; electrical components/wiring; gasket material; fire door interiors; boiler, tank, and vessel interiors; equipment components and interiors; chimneys/flues/stacks; spaces requiring confined space entry procedures; structurally unsafe areas; isolated or inaccessible building areas; underground or buried components; and mechanical spaces or equipment that would require extensive demolition or dismantling to provide adequate access for material identification or sampling.

Roofing materials including built-up and membrane roofs, and associated flashings and coatings may have been assumed to be ACM (see applicable inspection notes).

Building materials or substrates that were exempt from sampling may have included metal, glass, wood, or fiberglass (exempt by WI DHS 159.04 (50)). Additional materials not accessible or not sampled during the survey may have included items such as miscellaneous caulks, sealants and construction adhesives that were not readily accessible to sample (may be located between layers of building components); concrete, concrete block, brick, stone, foam insulation, and carpet. These materials are typically non-friable in nature but may require further sampling to confirm or deny the presence of asbestos.

Additional suspect materials encountered during renovation or demolition activity that differ from materials sampled or described during this survey must be assumed to contain asbestos and be managed as ACM, abated or sampled to determine asbestos content prior to disturbance.

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner or abatement contractor prior to project design, bidding, budgeting and/or WDNR notification purposes. Material quantification was not performed for any sampled material found to be asbestos free or containing 1% or less asbestos.

ANALYTICAL DISCUSSION:

Bulk sample analysis for asbestos was performed by polarized light microscopy (PLM); method Bulk EPA 600. Samples showing the result of "None Detected" were found to contain no asbestos in any analyzed portion of the sample.

EPA defines an ACM as a material that contains asbestos unless the asbestos concentration is found to be 1% or less asbestos by PLM. Materials confirmed by a point count result of 1% or less asbestos may be treated as non-ACM. The building owner or client should be aware that exposure to asbestos is still possible when disturbing materials with 1% or less asbestos (trace amount) present and that OSHA worker protection procedures may be necessary.

REGULATORY RECOMMENDATIONS: (ASBESTOS)

Item 6.

Wisconsin Department of Health Services (WI DHS); Wisconsin Department of Natural Resources (WDNR); Environmental Protection Agency (EPA); Occupational Safety & Health Administration (OSHA)

All friable ACM as well as non-friable ACM that would likely be made friable by intended demolition processes are required to be abated prior to disturbance.

Non-friable ACM (confirmed or assumed) remaining during demolition must be disposed of properly as demolition debris at an approved landfill (landfill requirements vary). Non-friable ACM typically require abatement prior to any material recycling procedure. For any building that will be subject to burning, all confirmed and assumed ACM must be removed. Materials containing any amount of asbestos including materials with 1% or less (trace amount), may still result in an exposure regulated by OSHA. Protective equipment or a negative exposure assessment for personal exposure may be required.

Abatement shall be performed by an abatement company utilizing trained and certified workers/supervisor and further licensed as an asbestos company by WI DHS, Asbestos Regulation 159.

Refer to WDNR 447 and WI DHS 159 for complete information on requirements for asbestos abatement and asbestos material disposal. Questions regarding asbestos abatement issues can be directed to the WDNR Asbestos Program Coordinator at (608) 266-7718. **Important** additional information on the proper management of asbestos, recycling concrete, the demolition process, and other materials that must be managed prior to demolition (light bulbs & ballasts, mercury & freon containing devices, etc.) can be found at:

- WI DHS <http://dhs.wisconsin.gov/asbestos/>
- WDNR <http://dnr.wi.gov/topic/Demo/Asbestos.html>
- WDNR <https://apps.dnr.wi.gov/doclink/waext/wa651.pdf>
- OSHA <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.1101>

REGULATORY RECOMMENDATIONS: (LEAD-BASED PAINT)

Wisconsin Department of Health Services (WI DHS); Wisconsin Department of Natural Resources (WDNR); Environmental Protection Agency (EPA); Occupational Safety & Health Administration (OSHA); Housing and Urban Development (HUD)

The EPA and HUD defines LBP as equal to or greater than 1.0 mg/cm² measured by X-ray fluorescence (XRF) analysis, or 0.5% (5,000 ppm) measured by weight through laboratory analysis. The State of Wisconsin has adopted the same definition of lead-based paint (primarily for residential HUD applications and for building demolition/disposal).

For worker exposure applications, lead in any quantifiable amount, and disturbance of the material creating dust and/or fumes and subsequent potential worker exposure would be regulated by the OSHA Lead in Construction Standard (29 CFR 1926.62).

Building materials coated with LBP that would likely be impacted or disturbed by intended renovation processes require special handling prior to or during disturbance (controlled work area, wet methods, hepa assisted tools or vacuums, avoiding prohibited methods – see OSHA or WI DHS regulations). If LBP is removed from the underlying substrate resulting in accumulated lead waste, additional work practices, disposal methods or testing of the waste by TCLP method may be required.

Our non-destructive testing by XRF has been performed to screen for areas with quantifiable lead above regulatory limits on painted substrates. The reportable limit of detection is essentially 1.0 mg/cm² by XRF analysis and therefore paint chip analysis would be recommended for a more accurate determination of lead in paint below this level or to rule out lead in any quantifiable amount.

REGULATORY RECOMMENDATIONS: (LEAD-BASED PAINT) continued:

Item 6.

The testing was limited in scope and did not constitute a full lead paint inspection. Testing for lead in paint was conducted to assist with planning in regard to lead-safe construction practices and/or disposal or recycling activities. A surface-by-surface visual assessment of painted components was conducted at the property to determine which surfaces to test. Renovation activity beyond the anticipated work scope specified at the time of our site visit may require additional testing prior to disturbance.

Inaccessible areas hidden from view or contained within or behind other building materials may contain additional areas of suspect LBP. Any additional surfaces not specifically identified should be assumed to contain LBP unless tested and proven otherwise.

The calibration of the XRF analyzer was verified before and after testing by taking three readings from a source known to contain 1.02 mg/cm² lead (NIST Standard Reference Material). The three positive calibration readings were followed by a sample on bare wood containing no LBP.

Concrete, brick, or stone coated with LBP requires disposal in a WDNR approved landfill and may require additional Toxicity Characteristic Leaching Procedure (TCLP) testing to further evaluate the waste. Concrete, brick, or stone that is not coated with LBP may be considered clean for recycling purposes **if other requirements are met**. Please refer to the WDNR Publication WA 605, Concrete Recycling and Disposal Fact Sheet. This publication contains **important** information on the recycling process along with who to contact at the WDNR for additional clarification, information, and approval; and can be found at:

- <https://apps.dnr.wi.gov/doclink/waext/WA605.pdf>

Reuse of clean concrete is exempt under s. NR 500.08(2)(a), Wis. Adm. Code. Certain environmental performance, location and operational requirements apply. Please review these requirements [s. NR 504.04(3)(c) and s.NR 504.04(4)] before placing used concrete on the land. For more information about this disposal exemption, refer to a separate frequently asked question, *What is defined as "clean fill" that does not have to be taken to a landfill?*, on the DNR website at:

- <http://dnr.wi.gov/topic/Waste/SolidFAQ.html>

REMARKS:

The survey and subsequent report have been performed according to applicable regulations and generally accepted industry standards and practices in this locality under similar conditions. Information provided to us by the building owner/occupant, client or other interested party that may have been utilized in the performance and reporting of the survey was accepted in good faith and can only be assumed to be accurate. The findings and recommendations made are representative of our professional opinion based on currently available information; no other warranty is implied or intended.

Please contact us if you have any questions regarding the presented information or the project in general.

Sincerely,
NorthStar Environmental Testing, LLC.



Dave Barrett
Operations Manager



Bruce Ten Haken
Project Technician

City of Sheboygan

**428 Wisconsin Avenue
Sheboygan, WI 53081**

February 4, 2025

ASBESTOS MATERIAL SAMPLE LOG

Client:	City of Sheboygan	NorthStar No.	250-101
Location:	428 Wisconsin Ave., Sheboygan, WI	Date Collected:	February 4 - 14, 2025
Work Area:	Former Senior Activity Center	Technician:	Bruce Ten Haken
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	February 11 - 25, 2025

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
101-1	1	South Entry	Plaster, Finish Coat	Off-white	None Detected
101-2	1	South Entry	Plaster, Base Coat	Gray	None Detected
101-3	1	South Entry	Caulk, Door Frame	Lt. Gray, Flex.	None Detected
101-4	1	North/South Corridor	Wall Panel Adhesive (on plywood)	Brown, Brittle	7 % Chrysotile
101-5	1	01: Custodian Closet	Plaster, Ceiling (Skim)	Off-white	None Detected
			Plaster, Ceiling (Base)	Off-white	None Detected
101-6	1	01: Custodian Closet	Concrete Block	Gray	None Detected
101-7	1	01: Custodian Closet	Concrete Block Mortar	Gray	None Detected
101-8	1	01: Custodian Closet	Caulk, Door Frame	Off-white, Cream, Brittle	None Detected
101-9	1	01: Custodian Closet	Duct Wrap	Tan, Beige	None Detected
101-10	1	01: Custodian Closet	Duct Wrap Mastic	Off-white, Cream	None Detected
101-11	1	02: Office, S. End	Carpet Mastic	Tan, Yellow	None Detected
101-12	1	02: Office, N. End	Carpet Mastic	Tan, Black	<1 % Chrysotile
101-13	1	02: Office	Ceiling Tile, 2'x4'	Off-white, Gray	None Detected
101-14	1	02a: Office, S. Wall	Vermiculite Block Ins. (fine)	Brown, Tan	0.25 % Tremolite Point Count
101-15	1	02b: Office	Vinyl Cove Base	Black	None Detected
101-16	1	02b: Office	Cove Base Adhesive (1)	Cream	None Detected
			Cove Base Adhesive (2)	Brown	None Detected
101-17	1	02b: Office	Wall Panel, Cellulose	Off-white, Tan	None Detected
101-18	1	02b: Office	Carpet Adhesive	Tan, Yellow	None Detected
101-19	1	02b: Office	Concrete Flooring	Gray	None Detected
101-20	1	03: Men's Restroom	Wall Panel Adhesive	Tan, Cream	None Detected

ASBESTOS MATERIAL SAMPLE LOG

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Work Area:	Former Senior Activity Center	Technician:	Bruce Ten Haken
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	February 11 - 25, 2025

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
101-21	1	05/06: Kitchenette	Sheet Flooring	Gray, Dk. Gray	None Detected
101-22	1	05/06: Kitchenette	Sheet Flooring Adhesive	Tan, Yellow	None Detected
101-23	1	Gym/Fitness Room	Vermiculite Block Ins.	Tan, Brown	None Detected
101-24	1	Gym/Fitness Room, Center	Vinyl Plank Adhesive	Tan, Yellow	None Detected
101-25	1	Gym/Fitness Room, Center	Flooring Leveler	Gray	None Detected
101-26	1	Gym/Fitness Room, W. End	Vinyl Plank Adhesive	Tan, Yellow, Tacky	None Detected
101-27	1	Gym/Fitness Room	Floor Tile, 12"x12"	Black	None Detected
101-28	1	Gym/Fitness Room	Floor Tile Adhesive	Black	2 % Chrysotile
101-29	1	08/09: Card Rm / Library	Window Glaze, Brittle (bottom)	Gray	0.46 % Chrysotile Point Count
101-30	1	08/09: Card Rm / Library	Window Glaze, Brittle (top)	Off-White, Cream	0.63 % Chrysotile Point Count
101-31	1	10: Craft Room, East End	Vinyl Floor Tile, 12"x12"	Cream, Beige	None Detected
101-32	1	10: Craft Room, East End	Floor Tile Adhesive	Tan, Yellow	None Detected
101-33	1	10: Craft Room, East End	Floor Tile Adhesive (Scrape)	Tan, Yellow	None Detected
101-34	1	10: Craft Room, Center	Vinyl Floor Tile, 12"x12"	Cream, Beige	None Detected
101-35	1	10: Craft Room, Center	Floor Tile Adhesive	Tan, Yellow	None Detected
101-36	1	10: Craft Room, Center	Floor Tile Adhesive (Scrape)	Tan, Yellow	None Detected
101-37	1	10: Craft Room, S. Wall	Plaster, Finish Coat	Brown, Cream	None Detected
101-38	1	10: Craft Room, S. Wall	Plaster/Concrete. Base	Lt. Gray	None Detected
101-39	1	10a: Restroom	Ceramic Floor Tile Grout	Gray	None Detected
101-40	1	10a: Restroom	Ceramic Tile Thinset	Gray	None Detected

ASBESTOS MATERIAL SAMPLE LOG

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Work Area:	Former Senior Activity Center	Technician:	Bruce Ten Haken
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	February 11 - 25, 2025

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
101-41	1	10a: Restroom	Ceramic Wall Tile Grout	Gray	None Detected
101-42	1	10a: Restroom	Ceramic Wall Tile Adhesive	Tan, Yellow	None Detected
101-43	1	10a: Restroom	Drywall	Tan, Brown	None Detected
101-44	1	08/09: Card Rm / Library	Carpet Adhesive	Tan	None Detected
101-45	1	08/09: Card Rm / Library	Flooring Leveler	Gray	None Detected
101-46	1	08/09: Card Rm / Library	Flooring Leveler	White	None Detected
101-47	1	11: Meeting Rm B	Carpet Adhesive	Tan	None Detected
101-48	1	11: Meeting Rm B	Floor Tile, 12"x12"	Black	None Detected
101-49	1	11: Meeting Rm B	Floor Tile Adhesive	Black	None Detected
101-50	1	11: Meeting Rm B	Paint, Block Wall	Green, White	None Detected
101-51	1	Gym/Fitness Room	Paint, Block Wall	Gray, Green, White	None Detected
101-52	1	02a: Office	Paint, Block Wall	Tan, White	None Detected
101-53	1	12a: Conference Room	Carpet Adhesive	Tan	None Detected
101-54	1	12c: Corridor Window by Door	Window Glaze, Brittle	Beige	0.34 % Chrysotile Point Count
101-55	1	18: Room D	Vermiculite Block Ins.	Gray	None Detected
101-56	1	East/West Corridor, Center	Terrazzo Flooring	White, Gray	None Detected
101-57	1	East/West Corridor, Center	Terrazzo Cove Base	White, Gray	None Detected
101-58	1	East/West Corridor, by Gym	Paint, Block Wall	Blue	None Detected
101-59	1	East/West Corridor, by Gym	Concrete Block	Gray	None Detected
101-60	1	East/West Corridor, by Gym	Concrete Block Mortar	Lt. Gray	None Detected

POINT COUNT – 2/24/25

ASBESTOS MATERIAL SAMPLE LOG

Client:	City of Sheboygan	NorthStar No.	250-101
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Work Area:	Former Senior Activity Center	Technician:	Bruce Ten Haken
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	February 11 - 25, 2025

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
101-61	1	East/West Corridor, W. End	Caulk, Door Frame	Gray, Crumbly	None Detected
101-62	1	East/West Corridor, W. End	Brick	Tan	None Detected
101-63	1	East/West Corridor, W. End	Brick Mortar	Tan	None Detected
101-64	1	East/West Corridor, E. End	Caulk, Inner Door Frame	Gray, Tacky	None Detected
101-65	1	East/West Corridor, E. End	Caulk, Outer Door Frame	Gray, Flex.	None Detected
101-66	Ext.	South Side, West End	Stucco Siding, Top Layer	Tan	None Detected
101-67	Ext.	South Side, West End	Stucco Siding, Bottom	Gray	None Detected
101-68	Ext.	North Side, Center	Stucco Siding, Top Layer	Lt. Blue, Tan	None Detected
101-69	Ext.	North Side, Center	Stucco Siding, Bottom	Gray	None Detected
101-70	Ext.	South Entrance, Soffit	Stucco Soffit, Top Layer	Lt. Tan, White	None Detected
101-71	Ext.	South Entrance, Soffit	Stucco Soffit, Bottom	Gray	None Detected
101-72	Ext.	South Side, East Soffit	Stucco Soffit, Top Layer	Lt. Blue, Tan	None Detected
101-73	Ext.	South Side, East Soffit	Stucco Soffit, Bottom	Gray	None Detected
101-74	Ext.	South Side, West End	Caulk, Window Frame	Gray, Crumbly	None Detected
101-75	Ext.	North Side, Center	Caulk, Window Frame	White, Flexible	None Detected
101-76	Ext.	East Side, North	Caulk, Window Frame	Gray, Flexible	None Detected
101-77	Ext.	Garage, South Side	Vinyl Siding Paper	Black	None Detected
101-78	1	E/W Corridor, W. Entry	Ceiling Plaster, Top	White	None Detected
101-79	1	E/W Corridor, W. Entry	Ceiling Plaster, Bottom	Gray	None Detected
101-80	1	E/W Corridor, W. Entry	Duct Insulation Adhesive	Tan	None Detected
			Duct Insulation Wrap	White, Tan	None Detected

ASBESTOS MATERIAL SAMPLE LOG

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Work Area:	Former Senior Activity Center	Technician:	Bruce Ten Haken
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	February 11 - 25, 2025

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
101-81	1	17a: Storage	Ceiling Tile, 2'x4' Dot & Fissure	White, Gray	None Detected
101-82	1	17b: Storage	Carpet Adhesive On Concrete	Tan	None Detected
101-83	1	18: Billiard Room	Carpet Adhesive	Tan	None Detected
101-84	1	18: Billiard Room	Flooring Leveler	White	None Detected
101-85	1	18: Billiard Room, E. Wall	Wall Panel Adhesive On Wood (installed 1985)	Tan	None Detected
101-86	1	18: Billiard Room, S. Wall	Window Glaze, Small Window	Gray	2.7 % Chrysotile Point Count
101-87	1	18: Billiard Room, S. Wall	Window Glaze, Large Window	Gray	3 % Chrysotile
101-88	1	East Entrance, Landing	Floor Tile, Cementitious	Gray	None Detected
			Leveling Compound (1)	Gray	None Detected
			Leveling Compound (2)	Lt. Gray	None Detected
101-89	1	East Entrance, Ramp	Floor Tile, Cementitious	Gray	None Detected
			Adhesive	Cream	None Detected
			Leveling Compound	Gray	None Detected
101-90	1	East Entrance, S. Wall	Vinyl Cove Base, 4"	Gray	None Detected
101-91	1	East Entrance, S. Wall	Cove Base Adhesive	Cream	None Detected
101-92	1	East Entrance, Stairs	Stair Tread	Gray	None Detected
101-93	1	East Entrance, Stairs	Stair Tread Adhesive	Grayish Tan	None Detected
101-94	1	East Entrance, Top Landing	Plaster Ceiling, Texture	White	None Detected
101-95	1	East Entrance	Ceiling Tile, 2'x2', Susp., Tectum	White	None Detected

Asbestos Bulk Sampling Inventory (Collected June 7, 2012)

Sheboygan Senior Activity Center, 428 Wisconsin Avenue, Sheboygan, WI

Lab #	Material Description	Sample Location	% Asbestos (EMSL)
428-01	Joint Compound	Room 18 (Room D)	* <0.25 % Chrysotile
428-02	Drywall		None Detected
428-03	Joint Compound	Room 17a (Room A Storage)	None Detected
428-04	Drywall		None Detected
428-05	Joint Compound	Room 13 (Office)	None Detected
428-06	Drywall		None Detected
428-07	Joint Compound	East/West Hallway	* <0.25 % Chrysotile
428-08	Drywall		None Detected
428-09	Joint Compound	Room 8a (Card Room Closet)	* <0.25 % Chrysotile
428-10	Drywall	East Entrance Area	None Detected
428-11	Cellulose Wallboard	Room 18 (Room D)	None Detected
428-12	Plaster	East/West Hallway	None Detected
428-13	Plaster	Room 1 (Custodian Closet)	None Detected
428-14	Plaster	Room 18 (Room D)	None Detected
428-15	Plaster on Concrete Block	Room 12b (Exercise Room)	None Detected
428-16	Concrete Block		None Detected
428-17	Plaster on Brick	East Entrance Area	None Detected
428-18	Brick		None Detected
428-19	Ceiling Tile – 2'x 4', Suspended	Room 11 (Meeting Room B)	None Detected
428-20	Ceiling Tile – 2'x 4', Suspended	Room 11 (Meeting Room B)	None Detected
428-21	Ceiling Tile – 2'x 4', Suspended	Room 12b (Exercise Room)	None Detected
428-22	Ceiling Tile – 2'x 4', Suspended	East/West Hallway	None Detected
428-23	Ceiling Tile – 2'x 4', Suspended	Room 10d (Ceramic Rm Storage)	None Detected
428-24	Ceiling Tile – 2'x 2', Suspended	East Entrance Area	None Detected
428-25	Terrazzo	East/West Hallway (East)	None Detected
428-26	Terrazzo	East/West Hallway (West)	None Detected
428-27	Carpet Mastic – Yellow	Room 15 (Gift Shop)	None Detected
428-28	Carpet Mastic – Yellow	Room 9 (Library)	None Detected

Asbestos Bulk Sampling Inventory (Collected June 7, 2012)

Sheboygan Senior Activity Center, 428 Wisconsin Avenue, Sheboygan, WI

Lab #	Material Description	Sample Location	% Asbestos (EMSL)
428-29	Floor Tile – 12"x 12", Black	Room 17a (Meeting Rm A Storage)	<i>None Detected</i>
428-30	Floor Tile Mastic - Black		3 % Chrysotile
428-31	Floor Tile – 12"x 12", Black	Room 8a (Card Room Closet)	<i>None Detected</i>
428-32	Floor Tile Mastic - Black		Stop Positive
428-33	Floor Tile – 12"x 12", Black	Hallway W. of Room 15	<i>None Detected</i>
428-34	Floor Tile Mastic - Black		Stop Positive
428-35	Carpet Mastic – Yellow	Room 8 (Card Room)	<i>None Detected</i>
428-36	Floor Tile – 9"x 9", Off-White		3 % Chrysotile
428-37	Floor Tile Mastic - Black		5 % Chrysotile
428-38	Floor Tile – 9"x 9", Off-White	Room 8a (Card Room Closet)	Stop Positive
428-39	Floor Tile Mastic - Black		Stop Positive
428-40	Floor Tile – 9"x 9", Off-White	Room 10b (Reception Counter)	Stop Positive
428-41	Floor Tile Mastic - Black		Stop Positive
428-42	Floor Tile – 12"x 12", Textured	Room 5 (Kitchen)	<i>None Detected</i>
428-43	Floor Tile Mastic - Black		5 % Chrysotile
428-44	Vinyl Cove Base – Red/Brown	Room 17a (Meeting Room A Storage)	<i>None Detected</i>
428-45	Vinyl Cove Base Mastic - Yellow		<i>None Detected</i>
428-46	Vinyl Cove Base – Red/Brown	Room 9 (Library)	<i>None Detected</i>
428-47	Vinyl Cove Base Mastic - Yellow		<i>None Detected</i>
428-48	Vinyl Cove Base – Black	Room 16 (Shower Room)	<i>None Detected</i>
428-49	Vinyl Cove Base Mastic – Black		<i>None Detected</i>
428-50	Vinyl Cove Base – Dark Brown	Room 5 (Kitchen)	<i>None Detected</i>
428-51	Vinyl Cove Base Mastic - Tan		<i>None Detected</i>
428-52	Vinyl Cove Base Mastic – Brown		<i>None Detected</i>
428-53	Ceramic Wall Tile – White	Room 16 (Shower Room)	<i>None Detected</i>
428-54	Ceramic Wall Tile Grout - White		<i>None Detected</i>
428-55	Ceramic Wall Tile Adhesive, Tan		<i>None Detected</i>

Asbestos Bulk Sampling Inventory (Collected June 7, 2012)

Sheboygan Senior Activity Center, 428 Wisconsin Avenue, Sheboygan, WI

Lab #	Material Description	Sample Location	% Asbestos (EMSL)
428-56	Ceramic Wall Tile Grout – Gray	Room 3 (Men's Room)	<i>None Detected</i>
428-57	Ceramic Wall Tile Adhesive – Tan		<i>None Detected</i>
428-58	Drywall – Gray		<i>None Detected</i>
428-59	Ceramic Floor Tile Grout – White	Room 16 (Shower Room)	<i>None Detected</i>
428-60	Ceramic Floor Tile – Tan	Room 3 (Men's Room)	<i>None Detected</i>
428-61	Ceramic Floor Tile Grout – Gray		<i>None Detected</i>
428-62	Ceramic Floor Tile Subfloor – Gray		<i>None Detected</i>
428-63	Wrap over Fiberglass Pipe Insulation	Room 3 (Men's Room)	<i>None Detected</i>
428-64	Window Sill – Black	Room 18 (Room D)	15 % Chrysotile
428-65	Sink Undercoating	Room 5 (Kitchen)	<i>None Detected</i>
428-66	Adhesive on Wood Panel – Brown	Room 13 (S. of Rm 15)	8 % Chrysotile
428-67	Adhesive on Brick – Black	East Entrance Ramp	<i>None Detected</i>
428-68	Adhesive on Fiberglass Wall Panel	Room 3 (Men's Room)	<i>None Detected</i>

- Asbestos Containing Materials (ACM) are materials that contain detectable asbestos (including trace amounts) as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM). Should PLM results for a sample indicate the presence of asbestos but further analysis by Point Counting Methods reveals the asbestos content is not greater 1%, that sample need not be considered an ACM.
- % Asbestos results denoted with an “*” were quantified using the 400-Point Count Procedure.
- “Stop Positive” or “Not Analyzed” means that the analysis of the sample was not conducted since a previously analyzed homogeneous sample indicated that the material is an ACM.
- All samples collected by Bruce Ten Haken (AII-15079), Cardinal Environmental, Inc.

City of Sheboygan

**428 Wisconsin Avenue
Sheboygan, WI 53081**

February 4, 2025

LEAD PAINT XRF TESTING DATA

Client:	City of Sheboygan	NorthStar No.	250-101A
Location:	428 Wisconsin Avenue Sheboygan, WI 53081	Site Date:	February 4, 2025
Work Area:	Pre-Demolition	Inspector:	Isaac Burchby

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm2)
Pre-Calibration Verification								
1								1.0
2								1.0
3								0.9
4								0.1
Exterior – Main Building Exterior								
66	B	Curb	Ctr		Intact	Concrete	Yellow	2.8
67	B	Ground Letters	Ctr		Intact	Concrete	Yellow	4.0
68	B	Wall	U Lft		Intact	Brick	Brown	0.2
69	A	Wall	U Ctr		Intact	Concrete	Blue	0.1
70	A	Stairs	Ctr	Risers	Intact	Concrete	Yellow	1.8
71	A	Wall	U Ctr		Intact	Concrete	Brown	0.1
72	A	Foundation	Rgt		Intact	Concrete	Gray	0.1
73	D	Foundation	Lft		Intact	Concrete	Brown	0.0
74	D	Wall	U Ctr		Intact	Brick	Brown	0.3
75	D	Ground Letters	Ctr		Intact	Concrete	Yellow	0.2
76	D	Ground Letters	Ctr		Intact	Concrete	Yellow	0.2
77	C	Wall	U Lft		Intact	Brick	Brown	0.3
78	C	Foundation	Lft		Intact	Concrete	Gray	0.0
Interior Room – Maintenance 01								
5	A	Wall	U Ctr		Intact	Conc Block	White	0.1
6	B	Wall	U Ctr		Intact	Conc Block	White	0.1
7	C	Wall	U Ctr		Intact	Conc Block	White	0.0
8	D	Wall	U Ctr		Intact	Conc Block	White	0.2
9	C	Floor			Intact	Concrete	Red	0.0
Interior Room – Office 02								
10	A	Wall	U Ctr		Intact	Conc Block	White	0.0
Interior Room – Office 02a								
11	B	Wall	U Ctr		Intact	Conc Block	White	0.1
Interior Room – Men's Restroom 03								
12	B	Wall	U Ctr		Intact	Tile	Yellow	0.0
13	C	Wall	U Ctr		Intact	Tile	Yellow	0.3
14	D	Wall	U Ctr		Intact	Tile	Yellow	0.2
15	D	Floor			Intact	Tile	Yellow	0.3
16	A	Baseboard	Ctr		Intact	Tile	Yellow	0.1
Interior Room – Women's Restroom 04								
17	B	Wall	U Ctr		Intact	Tile	Yellow	0.1
18	C	Wall	U Ctr		Intact	Tile	Yellow	0.1
19	D	Wall	U Ctr		Intact	Tile	Yellow	0.1
20	D	Floor			Intact	Tile	Yellow	0.2
21	A	Baseboard	Ctr		Intact	Tile	Yellow	0.0

Interior Room – Kitchen 05/06								Item 6.
22	C	Wall	L Rgt	Intact	Conc Block	Purple	0	
23	C	Wall	U Rgt	Intact	Conc Block	Green	0.2	
24	C	Wall	U Lft	Intact	Conc Block	Green	0.1	
Interior Room – Gymnasium								
25	A	Wall	L Ctr	Intact	Conc Block	Blue	1.1	
26	B	Wall	L Ctr	Intact	Conc Block	Blue	0.2	
27	B	Wall	U Ctr	Intact	Conc Block	White	0.3	
28	C	Wall	L Ctr	Intact	Conc Block	Blue	1.1	
29	D	Wall	L Ctr	Intact	Conc Block	Blue	0.3	
30	D	Wall	U Ctr	Intact	Conc Block	White	0.2	
Interior Room – Gym Closet 07								
31	C	Wall	U Ctr	Intact	Conc Block	White	0.0	
32	B	Wall	U Ctr	Intact	Conc Block	White	0.0	
Interior Room – Game Room 08/09								
33	C	Wall	U Ctr	Intact	Conc Block	White	0.1	
Interior Room – Art Studio 10								
34	A	Wall	U Ctr	Intact	Conc Block	White	0.0	
Interior Room – Toilet 10a								
35	A	Wall	U Ctr	Intact	Tile	Yellow	0.2	
36	B	Wall	U Ctr	Intact	Tile	Yellow	0.1	
37	C	Wall	U Ctr	Intact	Tile	Yellow	0.1	
38	D	Wall	U Ctr	Intact	Tile	Yellow	0.1	
39	D	Floor		Intact	Tile	Yellow	0.0	
Interior Room – Rec Room 11								
40	C	Wall	U Ctr	Intact	Conc Block	Yellow	0.1	
Interior Room – Toilet 14								
41	D	Floor		Intact	Tile	Yellow	0.1	
42	A	Wall	U Ctr	Intact	Tile	Yellow	0.2	
43	B	Wall	U Ctr	Intact	Tile	Yellow	0.2	
44	C	Wall	U Ctr	Intact	Tile	Yellow	0.1	
45	D	Wall	U Ctr	Intact	Tile	Yellow	0.1	
Interior Room – Bathroom with Shower 16								
46	A	Wall	U Ctr	Intact	Tile	White	0.0	
47	B	Wall	U Ctr	Intact	Tile	White	0.3	
48	C	Wall	U Ctr	Intact	Tile	White	0.3	
49	D	Wall	U Ctr	Intact	Tile	White	0.1	
50	D	Floor		Intact	Tile	White	0.1	
Interior Room – Superior Room 17								
51	C	Wall	U Ctr	Intact	Conc Block	Yellow	0.1	
Interior Room – Pool Room 18								
52	A	Wall	U Ctr	Intact	Conc Block	Blue	0.2	
Interior Room – East Entrance Stairs/Ramp								
53	A	Wall	U Lft	Intact	Conc Block	White	0.1	
54	A	Wall	U Rgt	Intact	Brick	Brown	0.1	
55	B	Wall	U Ctr	Intact	Brick	Brown	0.2	
56	C	Wall	U Ctr	Intact	Conc Block	Blue	0.0	
57	D	Wall	U Ctr	Intact	Conc Block	White	0.1	
Interior Room – East Corridor								
58	D	Wall	U Rgt	Intact	Conc Block	White	0.2	
59	C	Baseboard	Ctr	Intact	Tile	Gray	0.0	

Interior Room – West Corridor							
60	C	Floor		Intact	Tile	Gray	0.0
61	C	Wall	U Ctr	Intact	Conc Block	Green	0.0
62	C	Baseboard	Lft	Intact	Tile	Gray	0.1
Interior Room – West Vestibule							
63	A	Wall	U Ctr	Intact	Brick	Brown	0.3
64	C	Wall	U Ctr	Intact	Brick	Brown	0.2
65	D	Wall	U Ctr	Intact	Brick	Brown	0.0
Post-Calibration Verification							
79							1.0
80							1.1
81							1.0
82							0.2

Abbreviations:	U = Upper	L = Lower	Rgt = Right	Lft = Left	Ctr = Center	Bsmt = Basement
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Note:

- Wall A (south) is the road/street side (Wisconsin Avenue) of the building. Walls B/C/D are determined clockwise from wall A.
- The State of Wisconsin defines lead-based paint as that which is equal to or greater than 1.0 mg/cm² by XRF. Paint chip analysis would be recommended for determination of lead in paint below this level or to rule out lead in any quantifiable amount (for OSHA related information).
- Readings with a negative value (i.e., -0.1) are equivalent to 0.0.
- The calibration of the XRF analyzer was verified before and after testing by taking three readings from a source known to contain 1.02 mg/cm² lead (NIST Standard Reference Material). The three positive calibration readings were followed by a sample on bare wood containing no lead-based paint.

Appendix C

SITE DIAGRAM

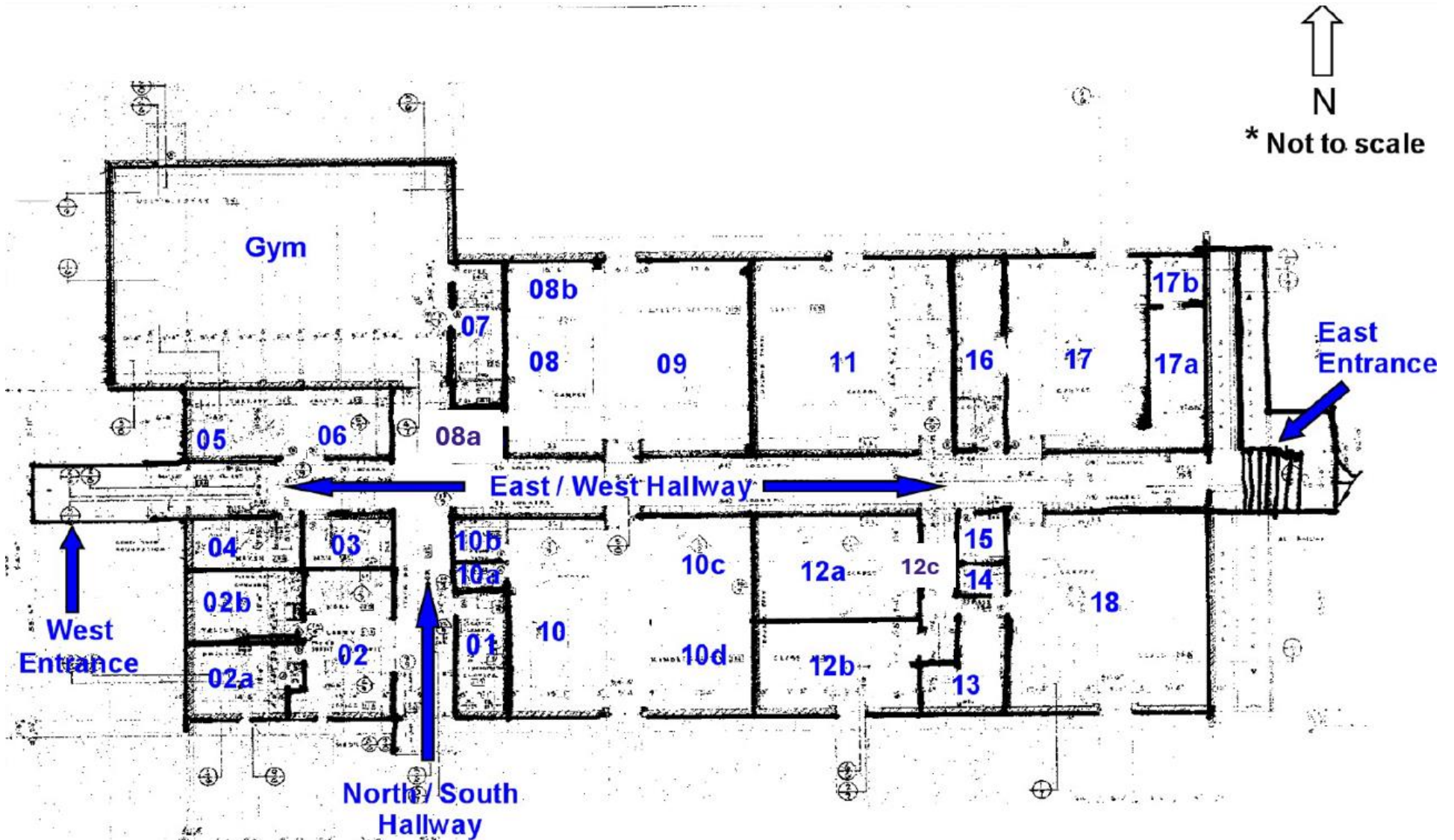


Photo No. 1

Area:
428 Wisconsin Avenue
Sheboygan, WI

Item:
Former Senior Activity
Center. View of south
side of Bldg.



Photo No. 2

Area:
428 Wisconsin Avenue
Sheboygan, WI

Item:
Detached Garage






Photo No. 3

Area:
North/South Hallway

Item:
ACM Wall Panel Adhesive

Sample #: 101-04



<p>Photo No. 4</p> <p>Area: North/South Hallway</p> <p>Item: ACM Wall Panel Adhesive</p> <p>Sample #: 101-04</p>	 <div data-bbox="1450 65 1555 128" data-label="Caption"> <p>Item 6.</p> </div>
<p>Photo No. 5</p> <p>Area: Gym/Fitness Room</p> <p>Item: ACM Black Adhesive Under Vinyl Plank Flooring in East Section of Gym and Around Perimeter of West Section.</p> <p>Sample #: 101-28</p>	
<p>Photo No. 6</p> <p>Area: Gym/Fitness Room</p> <p>Item: ACM Black Adhesive Under Vinyl Plank Flooring and non-ACM Floor Tile in East Section of Gym.</p> <p>Sample #: 101-28</p>	




<p>Photo No. 7</p> <p>Area: Gym/Fitness Room</p> <p>Item: ACM Black Adhesive Under Vinyl Plank Flooring (Perimeter of West Section)</p> <p>Sample #: 101-28</p>	 <div data-bbox="1463 65 1557 128" data-label="Text"> <p>Item 6.</p> </div>
<p>Photo No. 8</p> <p>Area: 08/08b/09 Card Room / Library</p> <p>Item: ACM 9"x9" Floor Tile & Black Adhesive Under Carpeting Along South & West Sections</p> <p>Sample #: 428-36 & 428-37 (Cardinal Environmental Results)</p>	
<p>Photo No. 9</p> <p>Area: 08/08b/09 Card Room / Library</p> <p>Item: ACM 9"x9" Floor Tile & Black Adhesive Under Carpeting Along South & West Sections</p> <p>Sample #: 428-36 & 428-37 (Cardinal Environmental Results)</p>	

Photo No. 10

Area:
10 Craft Room

Item:
ACM Floor Tile & Black Adhesive
Under non-ACM Floor Tile Along
North & West Sections

Sample #: 101-31 & 32
(Top Layer of non-ACM Floor Tile &
Adhesive)



Photo No. 11

Area:
16 Bathroom / Shower Room

Item:
ACM Black Adhesive Under
non-ACM Black Floor Tiles.

North end has a raised ceramic
floor tile floor on plywood. ACM
Black Adhesive is on concrete
under this raised floor.



Photo No. 12

Area:
16 Bathroom / Shower Room
(North End)

Item:
ACM Black Adhesive on Concrete
Under Raised Floor. Raised floor
consists of ceramic floor tile &
plywood.

Sample #: 428-59
(non-ACM Grout/Thinset)



Photo No. 13

Area:
16 Bathroom / Shower Room
(North End)

Item:
ACM Black Adhesive on
Concrete Under Raised Floor.
Raised floor consists of ceramic
floor tile & plywood.

Sample #: 428-59
(non-ACM Grout/Thinset)



Item 6.

Photo No. 14

Area:
Exterior Window Systems

Item:
ACM Window Glazing and
Transite Window Sill

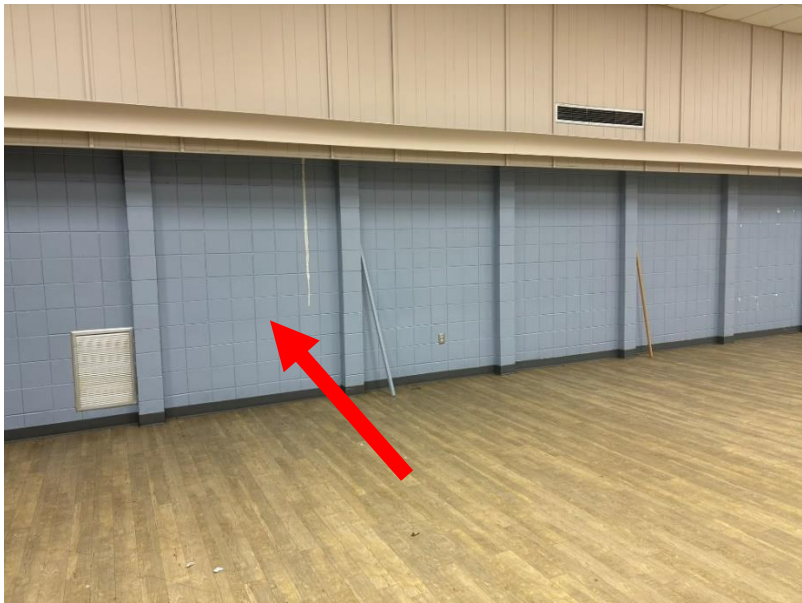


Photo No. 15

Area:
Gymnasium

Item:
Concrete Block (blue)

**Only the light-blue walls are
Lead-based paint.**



Item 6.

Photo No. 16

Area:
Gymnasium

Item:
Concrete Block (blue)

**Only the light-blue walls are
Lead-based paint.**



Photo No. 17

Area:
Building Exterior
(west side)

Item:
Curb (yellow)

Lead-based paint



Photo No. 18

Area:
Building Exterior
(west side)

Item:
Curb (yellow)

Lead-based paint

Yellow lines and lettering
on the east side of the
building.



Photo No. 19

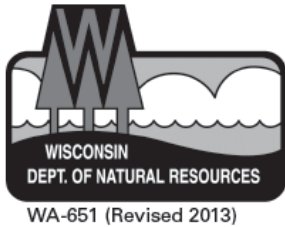
Area:
Building Exterior
(south side)

Item:
Stair Riser/Step (yellow)

Lead-based paint







PLANNING YOUR DEMOLITION OR RENOVATION PROJECT:

A Guide to Hazard Evaluation, Recycling and Waste Disposal
(Formerly called Pre-Demolition Environmental Checklist)

INFORMATION ON IDENTIFYING, HANDLING AND PROPERLY DISPOSING OF HAZARDOUS MATERIALS

PLANNING YOUR PROJECT

- 1 ☒ Conduct a walk-through of the project building(s) and grounds to **identify items that contain harmful materials** and other site-related concerns.
- 2 ☒ **Identify and quantify harmful materials at your job site** with specialized inspectors or contractors, if necessary
- 3 ☒ **Notify the DNR of demolition or renovation activities prior to starting any demolition or renovation work.**
- 4 ☒ **Hire specialized consultants, contractors or transporters to remove and properly manage harmful materials prior to starting your project.**
- 5 ☒ **Request and file all receipts for the disposal of harmful and non-harmful materials related to the project to avoid potential enforcement action.**

Before beginning any demolition or renovation project, it is important to know about harmful materials that may be present on your project site.

This guide walks contractors and building owners through the steps to identify harmful materials commonly found at project sites and to handle and dispose of them safely. It also offers proper ways to manage recyclable and reusable materials and other wastes that are common in demolition and renovation projects.

The Resources section on the last page has links to websites with more information.

Note: This document is not intended as a substitute for reading the rules, regulations, and statutes related to handling demolition and renovation debris. It is simply a guide to assist you in determining how they apply to your demolition or renovation project.

COMMON HARMFUL MATERIALS

Buildings can contain a number of harmful materials that may expose workers and the public to serious health risks and pollute the air, land and water if handled or disposed of in an unsafe way. Five of these harmful materials are common on project sites and need special care in identification and handling:

- ▶ **Asbestos**
- ▶ **CFCs (chlorofluorocarbons) and halons**
- ▶ **Lead**
- ▶ **Mercury**
- ▶ **PCBs (polychlorinated biphenyls)**

Wisconsin Department of Natural Resources Waste & Materials Management Program 1

1 STEP 1. Conduct a walk-through of the project building(s) and grounds to identify items that contain harmful materials and other site-related concerns.

Identifying hazardous materials before starting work on a project site protects worker health and safety, building occupants, and the financial viability of the project. Doing this up front can help you choose the appropriate inspectors, consultants and contractors and avoid costly change orders or project delays.

Before you begin any demolition or renovation project, thoroughly inspect and inventory the project site for the following items:

- **Appliances:** Appliances may contain CFCs, mercury or PCBs. Appliances that contain CFCs or PCBs must be processed by an appliance de-manufacturer registered with the DNR.
- **Building materials and fixtures that may contain asbestos:** All layers of materials, behind walls, ceiling spaces, etc., should be inspected and sampled unless they are assumed to contain asbestos. The following building components may contain asbestos, but this list is by no means all-inclusive:
 - **Caulking:** Used around windows, doors, corrugated roofing and other places where two materials are joined. PCBs have also been found in caulking materials. Schools and industrial buildings constructed or renovated between 1950 and 1979 are suspected to contain PCB-containing caulk.
 - **Ceilings:** Including acoustical tiles and adhesives, and the materials listed under "Interior and exterior walls" below. All ceiling layers and any spaces above the ceiling where drop ceilings are present should be checked. Insulation debris may also be lying on top of ceiling tiles.
 - **Electrical systems:** Insulators; spark arrestors and transite panels in electrical boxes; wiring insulation; ducts/conduits (transite pipe); and light fixtures.
 - **Flooring:** All sizes of vinyl floor tile, sheet flooring, and linoleum, and felt paper used under hardwood floors.
 - **HVAC systems:** Duct, pipe, and joint insulation because elbows/joints are often coated with asbestos; fiberglass insulation on the straight runs; forced air dampers; wall, floor and chimney penetrations; lining and mortar; fire brick; fire-proofing materials such as transite sheets or heavy paper; boiler insulation; flexible fabric connectors; packing/gaskets and adhesives; paper backing; mastic/adhesives (floor tile, carpet, etc.); and grout and felt paper under hardwood floors.
- **Insulation in ceilings and walls:** Blown-in, spray-applied, and block.
- **Interior and exterior walls:** Wall plaster; joint compound; patches; transite wallboard and siding; fire doors; window putty/glazing/caulking; mortar; asphalt shingles/siding; felt under siding, stucco, textured paint, and other spray-applied materials. Paint containing asbestos is rare except in commercial applications, where it was usually applied as a very thick, often silver-colored coating or added to textured paints.
- **Miscellaneous:** Appliances with a heating element, especially older models; fire curtains and blankets; laboratory tabletops; fume hood linings; blackboards; and fire-resistant clothing like gloves, hoods, aprons, etc.
- **Plumbing:** Pipe wrap, pipe joints, transite counter tops in bathrooms, faucets, packing gaskets, and adhesives.
- **Roofing:** Asphalt shingles; tar-type coatings which are often around vents, chimneys, etc.; transite shingles; roofing felts that are often under a layer of other material; flashings; and mag-block type material found under other material. Check all roof areas and roofing layers.
- **Lighting fixtures/ballasts and bulbs/lamps:** Switches for lighting may use mercury relays. Look for any control associated with exterior or automated lighting systems, such as "silent" wall switches. Several types of light bulbs or lamps contain mercury and must be properly legitimately recycled or disposed of as hazardous waste. These include:
 - **Fluorescent lights:** Even the newer lamps with green-colored ends contain mercury.
 - **High intensity discharge:** metal halide, high pressure sodium, mercury vapor.
 - **Neon**
- **Meters and switches:** Mercury may be found in thermometers, barometers, thermostats, blood-pressure devices, and fluorescent and other types of light bulbs. Any equipment used for measurement of vacuum, pressure, fluid level, temperature, or flow rate could contain mercury. These devices are

most commonly associated with commercial and industrial equipment systems, including tanks, boilers, furnaces, heaters, electrical systems, water cleaning systems, and systems for the movement or pumping of gas (air) or liquids (water). In addition, mercury containing devices are also common in certain agricultural operations such as dairy, and may be present in older model consumer appliances and residential properties, especially larger multi-unit properties.

- **Oil:** Used oil in containers or tanks, hydraulic oils in machinery, electrical transformers and capacitors, and elevator shafts. These oils may contain PCBs and may need to be tested to determine if the oil can be recycled or must be properly disposed of.
- **Paint:** Residential and industrial paints may contain lead, solvents or asbestos. Some industrial paints may contain PCBs.

In addition to the items listed above, be aware of these other site-related concerns:

- **Abandoned wells:** Unused and improperly abandoned wells are a significant threat to groundwater quality. If not properly filled, abandoned wells can directly channel contaminated surface water into the groundwater. State law requires that all wells and drill holes be properly filled prior to any demolition or construction work on the property.
- **Batteries (non-lead-containing):** Batteries may be found in smoke detectors, emergency lighting systems, elevator control panels, exit signs, security systems and alarms. Batteries should be separated from other wastes and taken to a recycling facility or a business that accepts batteries for recycling.
- **Computers and other electronics:** Most electronics are banned from Wisconsin landfills and must be recycled. These can contain hazardous materials such as lead, cadmium, chromium, and mercury and, if not recycled, may be regulated as hazardous waste.
- **Exit signs:** Many self-luminous exit signs contain tritium, a radioactive material. All self-luminous exit signs must have a permanent label that identifies it as containing radioactive material. The label will also include the name of the manufacturer, the product model number, the serial number, and the quantity of tritium contained. It is illegal to abandon or dispose of these signs except by sending them to the manufacturer or to others licensed by the U.S. Nuclear Regulatory Commission.

► HAZARDOUS AND UNIVERSAL WASTES

Some wastes, such as used or unused solvents, sanitizers, paint wastes, chemical wastes, pharmaceuticals, gas cylinders, aerosol cans and pesticides, may be hazardous waste and regulated by the EPA and DNR. Hazardous wastes must be removed from a project site prior to demolition or renovation and be disposed of according to specific rules. Read the DNR publication "Is Your Waste Hazardous?" (WA-1152) at <http://dnr.wi.gov/files/pdf/pubs/wa/wa1152.pdf> to determine if a waste is hazardous. See *Handling and Disposal Choices* on page 7 for information on how to dispose of hazardous wastes on a project site.

Universal wastes are hazardous wastes that can be collected and transported with fewer regulations. Universal wastes include hazardous waste batteries, certain pesticides, mercury thermostats and other mercury-containing equipment and some lamps (light bulbs). In Wisconsin, antifreeze can also be managed as a universal waste if it is recycled. See chapter NR 673 of Wisconsin Administrative Code for more details on recycling and reusing universal waste.

- **Painted concrete:** Walls and foundations often contain painted concrete. With prior DNR approval, contractors can grind the concrete and use it on-site or nearby under a new building or road.
- **Smoke detectors:** The smoke detectors that contain a small amount of radioactive material will be labeled and should be returned to the manufacturer for disposal. Otherwise, smoke detectors may go in the trash.
- **Soil contamination:** A qualified environmental consultant can conduct environmental property assessments including identification of contaminated soil.
- **Spills:** In Wisconsin, all spills of hazardous substances that negatively affect or threaten to negatively affect public health, welfare or the

► REUSE AND RECYCLING OF MATERIALS

Many materials, fixtures and components can be donated or sold for reuse or recycled prior to demolition. As you inventory the project site for harmful materials, take note of materials that can be reused or recycled and remove them from the project site before demolition work begins.

- The Wisconsin Business Materials Exchange is a web service that facilitates the reuse of surplus or unwanted items or materials among businesses, institutions, and organizations. You can use this tool to post items that are available and request an item you may need.
- Consider holding an auction as a way to reuse building materials, fixtures and components once all the harmful materials have been removed.
- Clean brick, building stone, concrete and asphalt can be stockpiled for crushing and reusing in future building projects.
- Clean, untreated wood can be recycled or chipped for mulch or ground cover.
- Many items such as appliances, electronics, paper and cardboard, glass containers and vehicle items are banned from Wisconsin landfills and must be recycled. For a complete list of these items, go to dnr.wi.gov and search "what to recycle."
- The online Wisconsin Recycling Markets Directory contains a list of self-identifying businesses accepting recyclable materials. Make sure your chosen recycler meets local, state and federal regulatory requirements.
- Demolition debris may be taken to a construction and demolition recycling facility if all harmful materials, including all types of asbestos, are removed prior to demolition or renovation.

► OPEN BURNING

It is illegal to burn painted, treated or unclean wood, asphalt, plastics of any kind, oily substances, tires and other rubber products, garbage, recyclables, wet rubbish, and other materials. Demolition materials that cannot be burned include: roofing materials, all kinds of flooring materials, insulation, plywood and other composition board, electrical wiring, cabinetry and countertops, and plastic plumbing.

Burning of clean, unpainted and untreated wood is allowed with a DNR burning permit using DNR-approved methods. When burning this type of wood from demolition waste, you must separate out all of the illegal materials, including painted or treated wood, before any burning occurs. The DNR encourages chipping clean, untreated wood for mulch or ground cover.

If you do decide to burn clean, unpainted and untreated wood, it is your responsibility to know what restrictions apply in the area where you are burning. Remember, you must also follow local burning ordinances that may be more restrictive than state law. Contact your local fire department, town chairperson, or local municipal official for more information on local burning rules.

It is illegal to burn unwanted buildings in Wisconsin. The only exception is for a fire department training exercise. For more information on how to prepare a building for a fire department training exercise, contact the DNR asbestos program coordinator at (608) 266-3658.

environment *must* be immediately reported to the DNR via the Spills Hotline, 800-934-0003.

- **Tanks:** Chemical tanks (underground and aboveground) and septic tanks should be assessed, emptied and decommissioned.
- **Tires:** Tires should be reused or recycled. Your local landfill may collect them for recycling or you can check WisconsinRecyclingDirectory.com and search for "motor vehicle items" and then "tires."

2 STEP 2. Identify and quantify harmful materials at your job site with specialized inspectors or contractors, if necessary

Asbestos and lead have specific requirements from the Department of Natural Resources and the Department of Health Services for their identification and testing on a project site. See the sections on asbestos and lead in this step for those requirements.

You can identify other harmful materials on a project site, such as CFCs and halons, mercury, and PCBs, by doing an inventory of the building systems and fixtures for the items listed here and in Step 1. You may need some testing to confirm the presence of these materials. The DNR recommends hiring an inspector or consultant who has sufficient experience identifying these materials and can collect samples, if necessary, that will help in identification.

If you have a large or complex project, it may make sense to hire a consultant to oversee the coordination of all waste identification and disposal activities.

► Asbestos

Health risks: Asbestos is a known human carcinogen that can cause serious health problems when disturbed and inhaled. Historically, asbestos was commonly used in industrial, commercial, and residential structures. Asbestos is still used today but to a lesser extent.

Location and/or materials: Asbestos is used in more than 3,000 building materials. Asbestos is commonly found in HVAC systems, electrical systems, interior and exterior walls, roofing materials, ceilings, plumbing, and flooring insulation. It is also found in appliances with a heating element, fire curtains and blankets, laboratory tabletops, fume hood lining, blackboards and fire resistant clothing. Refer to Step 1 for a detailed list of building materials and locations that may contain asbestos.

Identification and testing: The Department of Health Services requires licensed inspectors to identify asbestos. Inspectors can assume asbestos to be present, or they can identify it through testing. The DNR requires an asbestos inspection for certain projects and recommends it for others.

Required projects:

- Two or more contiguous single family homes
- Homes that are part of a larger demolition project
- Multi-family housing with five or more units
- Industrial, manufacturing or commercial buildings including bridges, farm buildings, and churches
- Any structure being prepped for a fire training exercise

Recommended projects:

- Single family homes
- Multi-family housing with 2–4 units

Inspection must be completed and asbestos materials must be removed before beginning any demolition or renovation activities.

► CFCs (chlorofluorocarbons) and halons

Health risks: CFCs and halons damage the earth's protective ozone layer high in the atmosphere, allowing greater exposure to the sun's dangerous ultraviolet rays. Some of the harmful effects of increased UV exposure include increased risk of skin cancer, eye cataracts, immune system deficiencies, and crop damage.

Location and/or materials: CFCs can be found in refrigerants in rooftop, room and central air conditioners, refrigerators, freezers, and chillers, dehumidifiers, heat pumps, water fountains and drinking coolers, walk-in coolers (refrigeration or cold storage areas), vending machines and food display cases. Halons are found in fire extinguishers and other fire control equipment.

► Lead

Health risks: Inhaling or swallowing lead dust can cause serious health effects, including kidney disease, neuropathy, infertility, heart and cardiovascular disease, stroke, memory problems, and Alzheimer's disease.

Location and/or materials: Lead plumbing and lead-based paint are commonly found in many older buildings. Lead may be found in paint on woodwork and metal equipment, leaded glass, lead window-sash weights, lead flashing molds, roof vents, lead pipes and solder. Lead is found in both indoor and outdoor applications. Lead is also found in lead-acid batteries associated with older lighting, exit signs, and security systems.

Identification and testing: The Department of Health Services requires licensed inspectors and risk assessors to identify lead paint. When building surfaces or components are being renovated in any residential and child-occupied buildings built before 1978 (such as private homes, rental units, day care centers, and schools), lead paint must be assumed to be present or identified through testing.

Lead paint sampling is recommended on commercial and industrial projects. The US discontinued manufacturing lead paint for residential use by 1978, but lead is still used in specialty paints in commercial and industrial applications. Most buildings have multiple layers of paint, and all layers should be considered.

► Mercury

Health risks: Liquid mercury evaporates slowly at room temperature and gives off harmful vapors that are invisible and odorless. Breathing these vapors causes the most harm to people, but mercury can also be harmful when it comes in contact with broken skin or when it is swallowed. Women and children are most at risk from mercury poisoning, which can cause brain and nerve damage, resulting in impaired coordination, blurred vision, tremors, irritability and memory loss. Mercury poisoning also causes birth defects.

Location and/or materials: Mercury may be found in thermometers, barometers, thermostats, dental offices, blood-pressure devices, and fluorescent and other types of light bulbs. Any equipment used for measurement of pressure, fluid level, temperature, or flow rate could contain mercury. These devices are most commonly associated with commercial and industrial equipment systems, including tanks, boilers, furnaces, heaters, electrical systems, water cleaning systems, and systems for the movement or pumping of gas (air) or liquid (water). In addition, mercury containing devices are common in certain agricultural operations such as dairy, and may be present in older model consumer appliances, vehicle light switches and residential properties, especially larger multi-unit

properties. Dental offices use mercury-containing amalgam that may be found in sink drain traps. Mercury can also be found as part of older wastewater treatment plant trickling filters.

► PCBs (polychlorinated biphenyls)

Health risks: PCBs may cause cancer in humans and can disrupt hormone and nervous system function. PCBs are persistent in the environment and stay in animals' and humans' systems. PCBs are a source of contamination in fish and have caused fish consumption advisories for humans.

Location and/or materials: PCBs can be found in electrical oils (e.g. transformers and capacitors in appliances) electronic equipment, heat transfer equipment, hydraulic fluids, light ballasts, industrial paints, specialty paints (e.g. swimming pools) and caulking materials. Sumps, oil traps and concrete flooring in facilities that used or manufactured PCBs may be contaminated with PCBs as well. Electrical devices manufactured prior to 1978 should be assumed to contain PCBs.

Identification and testing: You may be able to determine PCB concentrations in electrical equipment oil using identification labels, documents from the manufacturer indicating the PCB concentration at the time of manufacture, or service records showing the PCB concentration measured when the equipment was serviced. If a manufactured date and PCB content label are not found on a transformer or capacitor, the oil should be tested to determine the PCB content prior to dismantling and disposal. Oil-filled electrical equipment labeled "No PCBs" may still contain PCBs, but at a concentration lower than what the EPA regulates. The oils in this equipment should still be tested to see if they contain PCBs and then handled appropriately.

Testing of specialty paint, epoxies and caulks in buildings built or renovated between 1950 and 1979 is recommended. High levels of PCBs are being found in these materials across the country. Once testing is complete, boldly label all surfaces and items that were found to contain PCBs so they are handled appropriately during renovation or demolition.

STEP 3. Notify the DNR of demolition or renovation activities prior to starting any demolition or renovation work.

Notification to the DNR is required for all demolition projects meeting any of these categories:

- Two or more contiguous single-family homes
- Homes that are part of a larger demolition project
- Multi-family housing with five or more units
- Industrial, manufacturing or commercial buildings including bridges, farm buildings, and churches
- Any structure being prepped for a fire training exercise

DNR notification is also required for renovation projects meeting any of these criteria, if asbestos removal is involved.

For demolition projects

All demolition projects meeting the previously listed criteria require DNR notification 10 working days before the project work begins.

For renovation projects involving asbestos

All renovation projects meeting the previously listed criteria that involve asbestos require DNR notification 10 working days before the project begins.

Note: While plans to demolish or renovate a single-family home do NOT require DNR notification, it is recommended you take the precautionary steps outlined in this publication.

► HANDLING AND DISPOSAL CHOICES

You have a few options for handling and disposing of lead, mercury, PCBs and other wastes from your project site that qualify as hazardous waste. Identifying these options prior to beginning the project can help you schedule transportation and disposal and maintain the overall project schedule.

- **Hire a waste management contractor** to pick up and dispose of hazardous wastes. This takes the guess work out of handling these types of wastes. Contractors have properly trained personnel that will determine appropriate packaging, shipping and vehicle licensing and have established relationships with disposal facilities.

Other choices provide you with reduced regulation and may change depending on the amount of hazardous waste generated in a month. As a contractor, you may manage hazardous wastes you generate at temporary job sites only according to the following options. For more details on these options, see the DNR publication "Pilot Project for Management of Contractor Generated Hazardous Waste" (WA-654) at <http://dnr.wi.gov/files/pdf/pubs/wa/wa654.pdf>.

- **Hire a licensed hazardous waste transporter** to transport the hazardous waste to a licensed or permitted hazardous waste treatment, storage and disposal facility. In this case, you must follow the applicable generator requirements in chapters NR 660-679 of Wisconsin Administrative Code.
- **Leave containerized hazardous waste for the site owner to properly manage.** In this case, the site owner must follow the applicable generator requirements in chapters NR 660-679 of Wisconsin Administrative Code. If you choose this option, be sure to include this in your contract with the site owner.
- **Transport the containerized hazardous waste yourself** directly from the temporary job site to a Household and Very Small Quantity Generator (VSQG) Hazardous Waste Collection Facility. This includes county or municipal Clean Sweep locations. If the total quantity of hazardous waste generated by your company in one month is less than 220 lbs. (about half of a 55-gallon drum), you would be a VSQG and your hazardous waste may be taken to a Clean Sweep location for handling and disposal. Contact your local Clean Sweep coordinator for information on possible fees, accepted materials, and other details.
- **Transport the containerized hazardous waste yourself to your central business location.** This option is currently available under a pilot project. Waste handled in this manner is subject to the pilot project conditions. See the publication referenced above for more information.

STEP 4. Hire specialized consultants, contractors or transporters to remove and properly manage harmful materials prior to starting your project.

Hiring the right consultant, contractor or transporter is important to ensure safe handling practices and disposal options. This section will help you determine who to hire. Links to lists of licensed consultants, contractors and transporters are on the last page under Resources.

► Asbestos

Handling practices: Asbestos professionals trained and certified by DHS are required to perform asbestos removal in most multi-unit residential and all commercial, industrial, manufacturing and government buildings. Most types of asbestos-containing materials must be removed from the building prior to demolition or renovation.

Disposal: The asbestos removal contractor is responsible for disposing of the asbestos materials at a licensed landfill approved to accept asbestos waste. Not all landfills accept asbestos materials, so contractors should call the landfill to find out what materials are accepted and the hours of operation.

In some situations, non-friable asbestos materials (materials that are resistant to crushing), such as floor tile and roofing, may remain in place during the demolition activities. When this is done, the debris must be taken to a municipal or construction and demolition landfill. Debris containing non-friable asbestos materials may not be taken to a construction and demolition recycling facility.

► CFCs (chlorofluorocarbons) and halons

Handling practices: Keep units that contain refrigerants in place for a certified transporter to remove them. Moving them may cause an accidental release of refrigerants. Certified transporters include waste haulers, community recycling programs, and appliance salvage businesses. State law requires that anyone transporting salvaged refrigeration units must certify to the DNR that they will transport items in a way that prevents refrigerant releases. Technicians who remove refrigerants from units must be registered with the DNR and use approved equipment.

Check both portable and installed fire suppression systems for labels indicating halons. Trained technicians are also needed to remove halons. Contact local fire suppression equipment companies or the Halon Recovery Corporation for more information. Do not discharge halon fire extinguishers; intentionally releasing these substances is prohibited under federal regulations.

Disposal: Once the refrigerants are recovered, the unit may be taken to a metal scrap recycling facility. If you send halon-containing equipment offsite for disposal, it must be sent to a manufacturer, fire equipment dealer or recycler operating in accordance with National Fire Protection Association standards.

► Lead

Handling practices: DHS-certified lead-safe contractors are required for any renovations, repairs, painting or other paint-disturbing services on or in the regulated buildings that contain lead paint. These contractors must use lead-safe practices at these properties.

State law prohibits the sale or transfer of any fixture or other object that contains lead-bearing paint if children would have ready access to the fixture or object in its new location.

Disposal: Dispose of in a landfill any painted wood or building components that contain lead paint. Do not burn or chip wood that contains lead paint or use it for landscaping.

Lead paint waste, such as lead paint chips or lead paint removed from commercial or industrial buildings, must be tested to determine if it is a hazardous waste for disposal purposes.

See *Handling and Disposal Choices* on page 7 for handling and disposal options.

► Mercury

Handling practices: You may collect intact mercury-containing devices and bring them back to your primary business location or bring them directly to an off-site mercury recovery facility. Do not remove mercury ampoules or free liquids from the device. Store devices in a covered plastic container to prevent them from breaking. Label the container to assist proper handling and disposal.

If any mercury is spilled or released during handling, report the spill immediately by calling the DNR 24-hour Spills Hotline: (800) 934-0003. Mercury spreads quickly, and even a small spill can cause big cleanup costs in a short period of time.

Disposal: Trained professionals and specific equipment are needed for safe removal of mercury from ampoules and devices. Mercury must be transported by a licensed hazardous waste transporter to a mercury facility to be recycled or reclaimed.

See *Handling and Disposal Choices* on page 7 for handling and disposal options.

► PCBs (polychlorinated biphenyls)

Handling practices: The EPA recommends that caulk containing PCBs be removed during planned renovations and repairs (when replacing windows, doors, roofs, ventilation, etc.). It is important to ensure that PCBs are not released into the air during renovation or repair of affected buildings.

Oils with PCB content greater than 50 ppm are prohibited from being mixed with other materials to reduce the PCB content.

Disposal: PCBs must be transported either by your company, a licensed hazardous waste transporter or a full-service contractor. PCBs and PCB-containing wastes must be taken to a licensed disposal facility or directly to a licensed incineration facility. Arrangements for accepting PCBs must be made with these facilities ahead of time.

See *Handling and Disposal Choices* on page 7 for handling and disposal options.

5 STEP 5. Request and file all receipts for the disposal of harmful and non-harmful materials related to the project to avoid potential enforcement action.

As materials are removed from the project site, ask your contractors for disposal receipts to document the disposal or recycling of your wastes. This is an important step in protecting your company. If materials are illegally dumped, the DNR will investigate to determine where the materials came from. Part of the investigation process would be to identify projects in the area that may have been the source of the illegally dumped materials. Receipts show that your project wastes were disposed of appropriately and protect you from liability issues and fines and/or forfeitures.

► DEMOLITION AND RENOVATION WASTE

Disposal options for demolition and renovation wastes depend on the type of waste and, in some cases, the amount generated. Solid wastes such as trash, painted wood, and fiberglass insulation can be disposed of at solid waste transfer stations and landfills, including construction and demolition landfills.

If demolition wastes are going to a construction and demolition landfill, all non-building components, such as books, furniture and trash must be removed before you begin demolition (note that most of these non-building components can be reused or recycled). Non-building components may stay in the building if the demolition waste is going to a municipal solid waste landfill. Check with local landfills prior to demolition to determine how to manage your wastes.

Demolition debris may be taken to a construction and demolition recycling facility if all asbestos materials and other harmful materials have been removed prior to demolition or renovation.

To find a list of these facilities licensed in Wisconsin, go to dnr.wi.gov and search "licensed waste haulers and facilities."

Once the harmful materials have been removed from the project site and the notification to DNR is submitted with the appropriate dates of demolition, demolition may begin. This includes first removing materials for reuse or recycling. If all harmful materials, including all types of asbestos, have been removed from the building or structure before demolition, the resulting debris may be taken to a construction and demolition recycling facility.

Asbestos

- DNR asbestos program requirements: dnr.wi.gov, search "asbestos"
- DHS Wisconsin Asbestos Program: www.dhs.wi.gov/asbestos/
- DHS-certified asbestos companies: at the link above, look for "certified company" in the left-hand margin

Brownfields

- DNR brownfields redevelopment: dnr.wi.gov, search "brownfield"

CFCs and halons

- DNR refrigerant recovery program: dnr.wi.gov, search "refrigerants"

Demolition debris, waste, transporters, landfills and other licensed facilities

- DNR demolition, construction & renovation information: dnr.wi.gov, search "demolition"
- DNR waste and materials management: dnr.wi.gov, search "waste"
- DNR list of licensed haulers and facilities: dnr.wi.gov, search "licensed waste haulers and facilities"
- Contact the DNR: 608-266-2111 or DNRWasteMaterials@wisconsin.gov

Hazardous and universal wastes

- DNR hazardous waste information: dnr.wi.gov, search "hazardous waste"
- "Is Your Waste Hazardous?" (DNR publication WA-1152): <http://dnr.wi.gov/files/pdf/pubs/wa/wa1152.pdf>
- Handling and disposal of hazardous wastes – "Pilot Project for Management of Contractor Generated Hazardous Waste" (DNR publication WA-654): <http://dnr.wi.gov/files/pdf/pubs/wa/wa654.pdf>
- Wisconsin Administrative Code chapter NR 673 – Universal Waste Management Standards: http://docs.legis.wisconsin.gov/code/admin_code/nr/600/673/

Lead

- DHS Lead-Safe Wisconsin: www.dhs.wi.gov/lead/
- DHS-certified lead companies: at the link above, look for "certified company" in the left-hand margin
- DNR Application for Low Hazard Waste Exemption for Reuse of Concrete Coated with Lead-Bearing Paint – Form 4400-274 (R 2/12) <http://dnr.wi.gov/files/pdf/forms/4400/4400-274.pdf>

Mercury

- EPA information on mercury: www.epa.gov/hg/consumer.htm

PCBs

- EPA information on PCBs: www.epa.gov/wastes/hazard/tsd/pcbs/
- Wisconsin Administrative Code chapter NR 157 – Management of PCBs and Products containing PCBs: docs.legis.wisconsin.gov/code/admin_code/nr/100/157/

Reuse & recycling

- DNR recycling program: dnr.wi.gov, search "recycling"
- WasteCapDIRECT – a centralized, online directory of construction and demolition recycling processors, haulers and end markets: www.wastecap.org
- Wisconsin Recycling Markets Directory: www.wisconsinrecyclingdirectory.com

Storage tanks

- Department of Safety and Professional Services storage tank database: <http://dsps.wi.gov/online-services/storage-tanks>

Wisconsin Administrative Code

- Wisconsin Legislative Documents: <http://docs.legis.wisconsin.gov>

WISCONSIN DNR



Wisconsin Department of Natural Resources Waste & Materials Management Program

PO Box 7921

Madison, WI 53707

(608) 266-2111

DNRWasteMaterials@wisconsin.gov

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The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Equal Opportunity Office, Department of Interior, Washington, D.C. 20240.

This publication is available in alternative format (large print, Braille, audio tape, etc.) upon request. Please call (608) 266-2111 for more information.



STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)
City of Sheboygan Purchasing

APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Sheboygan acquires goods or services, or both.

ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Sheboygan shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. City will reject shipments sent C.O.D. or freight collect.

PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

CONFLICT OF INTEREST Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any city official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

ACCEPTANCE-REJECTION: City of Sheboygan reserves the right to accept or reject any or all bids, to waive any Technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

BID SUBMISSION: Bids **MUST** be dated and time stamped by the Sheboygan City Purchasing Agent's Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual

receipt in the office of the purchasing Agent is necessary; timely deposit in the mail system is not sufficient. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Sheboygan City Purchasing Division.

PAYMENT TERMS AND INVOICING: Unless otherwise agreed, City of Sheboygan County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by City while any such default or breach shall exist shall in no way impair or prejudice the right of City with respect to recovery of damages or other remedy as a result of such breach or default.

TAXES: The City and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax exempt number to the City of Sheboygan.

The City is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The City is exempt from Wisconsin sales or use tax on these purchases. The City may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of Sheboygan.

NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 46 of the Sheboygan County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

FAILURE TO COMPLY with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by the City of Sheboygan County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with City of Sheboygan Ordinances., and the provisions of this Agreement.

ADA: Americans with Disabilities Act: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

INSURANCE RESPONSIBILITY: The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend City, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish City with a certificate of insurance listing City as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the City with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against City upon any matter herein indemnified against, City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding

The City reserves the right to require higher or lower insurance limits where City deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

CANCELLATION: City reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve City of its responsibility to pay for services or goods provided or furnished to City prior to the effective date of termination.

PUBLIC RECORDS ACCESS: It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Sheboygan City Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, City shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the City.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

PROMOTIONAL ADVERTISING: Reference to or use of The City of Sheboygan, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited without express written consent of the city.

ANTITRUST ASSIGNMENT: The vendor and the City of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the City of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

RECORDKEEPING AND RECORD RETENTIONPUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale when applicable and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The City contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

COMPLIANCE WITH FAIR LABOR STANDARDS.

During the term of this Agreement, PROVIDER shall report to the City Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the City may take such action.

CITY OF SHEBOYGAN
Bid # 2080-25
Razing of Former Senior Activity
Center

BID Submission Form

TO: City of Sheboygan

Bids Due Tuesday September 30, 2025 at 1:00 pm

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the razing of the former Sheboygan Senior Activity Center, 428 Wisconsin Avenue and all site improvements in the City of Sheboygan and as such wish to enter a lump sum, all -inclusive bid (Base Bid) for the project as stated below:

BASE BID

For the razing of the approximate 18,000 square foot structure and detached two car garage including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, Site fencing, Utility disconnection, proper handling and disposal of remaining asbestos and lead based or Lead Bearing materials, proper handling and disposal of un-regulated hazardous items as identified in the Northstar Environmental Testing Report, machine demolition, removal of all materials from the site, disposal of all remaining materials required to be disposed of in a licensed landfill, backfilling of the sub-grade areas including accommodations necessary to allow for certification of proper compaction by others, removal of the driveway aprons, final grading, placement of clean cover materials, restoration of concrete curb and gutter in-fills and project close-out we wish to enter an ALL INCLUSIVE bid price of:


\$ 97,950.00

Because Topsoil Seed and Mulch will not be able to be placed until Spring of 2026 we have included in the base bid above the cost of \$ 27,570.00 however this amount will not be invoiced until final completion of the placement of topsoil seed and Mulch.

As surety, we also are enclosing a bid bond or Cashiers check in the amount of \$ 5% Bid Bond which represents not less than 5% of the total BASE BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

In addition, prior to the start of any work, we will provide to the City of Sheboygan a Performance and Payment bond with a face value equal to 100% of the Total All Inclusive cost of the project.

If awarded the bid we intend to start work on or about November, 1, 2025 following City approvals, contract signing and bonding.

Company Name Spielvogel & Sons Exc. Inc.
 Address 1810 N 44th Street City Sheboygan State WI Zip 53083
 Phone 920-458-1512 Fax 920-458-5232 Email sspiel@excel.net
 Name Steve Spielvogel Title President
 Signed  Date 9/25/2025

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Spielvogel & Sons Exc., Inc.
1810 N 44th Street
Sheboygan, WI 53083

OWNER:

(Name, legal status and address)

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices
1411 Opus Place Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

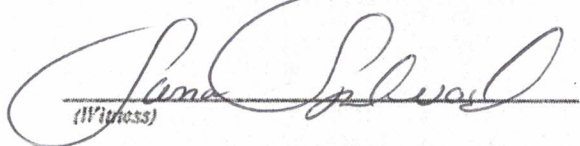
Bid # 2080-25 - Building Razing - Former Senior Activity Center - Sheboygan, WI

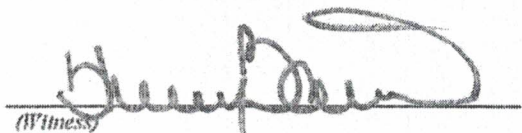
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of September, 2025


(Witness)


(Witness)

Spielvogel & Sons Exc., Inc.

(Principal)

(Seal)

By:

(Title)

Old Republic Surety Company

(Surety)

(Seal)

By:

(Title) James I. Moore

Attorney-in-Fact



State of Illinois
 County of DuPage

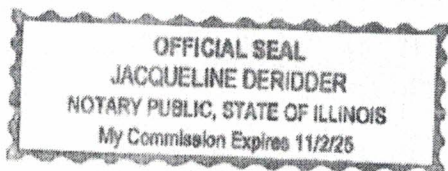
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jacqueline DeRidder Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the Old Republic Surety

Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Old Republic Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 30th day of September, 2025.



Notary Public

Jacqueline DeRidder

My Commission expires:

November 2, 2025



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

James I. Moore

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: Spielvogel & Sons Exc., Inc.

Obligee: City of Sheboygan

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 30th day of September, 2025

Karen J. Haffner
Assistant Secretary

**CITY OF SHEBOYGAN
RESOLUTION 109-25-26**

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 13, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for architectural design, engineering, and construction administration services regarding Harbor Centre Marina and associated facilities at 821 Broughton Drive.

WHEREAS, the City of Sheboygan owns the buildings and real property located at 821 Broughton Drive, including the marina and associated upland facilities; and

WHEREAS, the City desires to complete a comprehensive architectural and engineering process for the design and construction of a new marina including several buildings and associated improvements to Harbor Centre Marina based on a previously commissioned master plan (the “Services”); and

WHEREAS, the City issued Request for Proposals #2078-25 to obtain proposals from qualified providers of marina architecture and engineering services; and

WHEREAS, upon review, City staff has determined that the Edgewater Resources, LLC proposal is the most responsive and responsible proposal for the Services; and

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Edgewater Resources, LLC of Madison, Wisconsin for the Services in an amount not to exceed \$3,290,000.00 on a form approved by the City Administrator and the City Attorney based upon the City’s standard contract for engineering projects.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 421660-631100 (TID 21 Fund - Buildings) in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan