

**AGREEMENT
BETWEEN
THE CITY OF SHEBOYGAN
AND SCOTT’S EXCAVATING INC.
FOR THE DEMOLITION OF STRUCTURES AND ASSOCIATED SITE RESTORATION
AT 636 WISCONSIN AVENUE, SHEBOYGAN, WI 53081**

This Agreement (“Agreement”) is made and entered into effective this ___th day of _____, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, 53044, and Scott’s Excavating, Inc., a Wisconsin corporation with offices located at W3234 County Road J, Sheboygan Falls, Wisconsin, 53085 (“Contractor”).

WITNESSETH:

- WHEREAS, the City owns the building and real property located at 636 Wisconsin Avenue, Sheboygan, Wisconsin, consisting of a building and paved parking areas; and
- WHEREAS, the City desires to demolish the building, including the below-grade basement and other improvements located on the west one-half of the property, as depicted in **Exhibit 1B**, and restore the site to a dust-free and erosion-free condition in order to prepare the site for future development (“Services”); and
- WHEREAS, the City issued Request for Bids # 2057-24 to obtain bids from qualified providers of the Services; and
- WHEREAS, the City has opened the bids, and determined that Contractor’s bid (“Bid”) is the lowest responsive and responsible bid for the Services (**Exhibit 2**); 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 perform all work associated with the work specified in **Exhibits 1, 1a,1b,1c** related to the demolition, disposal and restoration of the site (the “Services”).

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials generated during said installation 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 between City of Sheboygan Departmental projects.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public rights-of-way impacted by the project shall remain open to traffic, to the fullest extent practical, during the project. Lane closures necessary to accommodate replacement of concrete curb and gutter and disconnection of sewer and water utilities shall be permitted upon coordination with the City's representative.

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 proper disposal of the building, encompassing approximately 41,000 square feet, which includes all foundations, basement walls and floors, remaining personal 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 both in City-owned catch basins and other storm water inlets in compliance with applicable federal, state, and/or local regulations;
- The placement of a "tracking pad" if determined to be prudent in order to prevent excessive tracking of mud or debris onto the roadway.
- The proper handling of all materials generated during the demolition process which may include onsite crushing of cementitious materials in accordance with all applicable regulations as detailed in the Request for Bids.
- If onsite materials crushing occurs, adequate dust and noise controls shall be provided.
- The removal and lawful disposal in a licensed landfill of all materials identified as containing asbestos and coated materials that do not contain asbestos, as current regulations do not allow for these items to be recycled or re-purposed. The regulations governing this handling can be found in the Request for Proposals, as well as addendum # 3 to the Request for Proposals.
- The removal and lawful disposal of all concrete paving, asphaltic paving, and various concrete structures in the west approximate one half of the parcel as indicated in Addendum # 2 of the Request for Proposals.
- The removal and lawful disposal of all materials and equipment such as fluorescent tubes, thermostats, oils, lubricants, 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 certain elements located in the eastern one half of the parcel including light poles, sign poles etc. as detailed in Addendum # 2 of the Request for Proposals (**Exhibit 1B**).
- The proper disconnection of storm and sanitary sewers just inside the city of Sheboygan curb-line.

- The disconnection of the water service lateral at the main valve located under North 7th Street near the intersection with Wisconsin Avenue as well as replacement of the associated concrete pavement in accordance with City of Sheboygan Ordinance.
- Coordination with the City of Sheboygan third party engineering firm in order to ensure proper compaction of the materials used to infill the basement areas following removal of the building and its foundations.
- Provision and placement 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 site to prevent water ponding.
- The complete removal and disposal of one large driveway approach on North 7th Street and replacement of concrete curb and gutter to the satisfaction of the City's Engineering Department.
- Final Grading of the project site to include all disturbed areas to a level equal to that of the City sidewalk and surrounding property.
- The furnishing and replacement of screened topsoil, high quality grass seed, and mulch to return the site to a stable and dust-free condition in accordance with City Ordinance.
- Upon completion of the work, the City expects that the west approximate one-half of the property will be devoid of any and all improvements and stabilized to prevent unwanted storm water run-off and /or water ponding.
- For the avoidance of doubt, the east one-half of the parcel including paved parking lots, sign and lamp abutments and drainage swale will remain undisturbed until Spring of 2025 when the removal of these improvements will be put to bid and contracted for separately from this agreement.
- Please refer to **Exhibits # 4 and 4A** for the Northstar Environmental Testing Reports

Article 2. Standard of Care

Contractor shall be responsible for completion of 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 \$241,500.00 ("Contract Amount"). Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be 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 waivers of lien from all suppliers and subcontractors with the Owner 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 services not set forth in Article 1, or changes in the Services 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 (REQUIRED)

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, holidays without prior approval from the City's Representative.

Contractor shall complete the services within 120 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline") Due primarily to manufacturer lead time for materials, 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. Workmanship and Quality of Materials

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of all training required in the Project Manual:

- All equipment purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty(if applicable).
- Contractor shall provide a one-year warranty against defects for parts and labor.

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

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or

workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

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 on 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 incurred 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.

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.

Please refer to **Exhibit # 3** Insurance and Bonding Standards for additional information.

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. § 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 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	Scott’s Excavating, Inc
City of Sheboygan	W3234 County Road J
828 Center Ave.	Sheboygan Falls, WI 53085
Sheboygan, Wisconsin 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
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set for Request for Bids 2005-21
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor
7. The Performance and Payment Bonds
8. Federal Terms and Conditions Addendum

(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. Incorporation of Required Clauses and Conditions

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

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

Article 34: Exhibits

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

- Exhibit # 1 Request for Bids # 2057-24
- Exhibit #1A Request for Bids Addendum 1
- Exhibit #1B Request for Bids Addendum 2
- Exhibit #1C Request for Bids Addendum 3
- Exhibit # 2 Bid Submitted by Scott’s Excavating
- Exhibit # 3 Insurance and Bonding Requirements
- Exhibit # 4 Northstar Environmental Report
- Exhibit #4A Northstar Environmental Supplemental Report

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

CITY OF SHEBOYGAN, WISCONSIN

SCOTT’S EXCAVATING, INC.

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

**CITY OF SHEBOYGAN
INVITATION TO BID
BID 2057-24
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 205 Sheboygan, WI 53081 until **1:00 P.M., Local Time, Tuesday October 15, 2024** for the complete razing and disposal of:

**FORMER WELLS FARGO BANK BUILDING
636 WISCONSIN AVENUE, SHEBOYGAN WI 53081**

A Mandatory Pre-Bid Conference will be held on Tuesday October 8th, 2024 commencing at 9:00 AM Local Time in the parking lot immediately east of the building. In order to be considered, bidders must be in attendance.

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.

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 #2057-24
Building Razing
DEMOLITION OF FORMER WELLS FARGO BANK BUILDING

1.0 BACKGROUND

The City of Sheboygan is soliciting sealed bids for the Demolition, Removal, Disposal and site restoration of the former Wells Fargo Bank Building located at 636 Wisconsin Avenue, Sheboygan WI. The Three Story approximate 42,000 square foot structure was built in 1957 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 four levels including a full basement, partial second floor which housed executive offices and a rooftop penthouse which houses HVAC Equipment. It also includes a five-bay drive through banking canopy with pneumatic tube conveyance equipment. The third level is a mezzanine area between the main floor and basement which houses the main vault and several other service related rooms.

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 and lead-based paint materials that are required to be removed prior to standard machine demolition.

There are a number of 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 42,000 sq. ft main structure including basements, foundations, floors, remaining 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 at the property line to the satisfaction of the City of Sheboygan Plumbing Inspector.

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.

If your firm chooses to include a certified check as bid security, please include a **photocopy** of the check 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.

1.81

As of September 20, 2024, the following Utility preparations have been completed.

- Gas service has been removed back to the Natural Gas Main located in the “terrace” along North 7th Street by Wisconsin Public Service.
- An order to disconnect phone lines and Fiber Optic connections from the pedestal west of the main building has been completed by AT&T
- The City will arrange for removal of all electrical power from the site following the completion of ACM and LBP Abatement estimated for some time in the Month of October.
- There is a mandatory 10-day waiting period following completion of the removal of ACM’s and LBP before Demolition may begin. .
- 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.
- Central Air Conditioning systems by way of a large chiller on the roof has been purged of all Freon by a Licensed Contractor.
- 750 Gallons of Glycol Liquid heat transfer fluid associated with the rooftop Chiller has been removed and disposed of properly.
- Otis Elevator has removed the majority of oils from the elevator. Due to mechanical limitations at the time of removal a relatively small amount of oil is expected to be encountered when the hydraulic cylinder (20-30 Gallons) is removed from the ground by the demolition Contractor.
- A purchase order has been issued for the abatement of asbestos containing materials that are required to be removed and disposed of prior to machine demolition. That work is tentatively scheduled to begin on or about October 1, 2024.

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 Tuesday October 8, 2024 commencing in the parking lot directly east of the building.

1.10 ANTICIPATED PROJECT SCHEDULE

MANDATORY PRE-Bid Conference, **Tuesday October 8, 2024 9:00 AM**

Bidder's Proof of Responsibility Due **Monday October 7, 2024** via email

Bids Due Via Email Tuesday October 15, 2024 1:00 PM

Contract Award As soon as possible following receipt of bids

Start of Demolition As soon as possible following Contract and completion of Asbestos work.

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 \$ 250.00 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 WAGE RATES

Not Required.

1.15 HAZARDOUS MATERIALS

(See attached report from Northstar Environmental Testing for reference)

A: Asbestos

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 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. Roofing Materials are assumed to contain asbestos and must be transported to a licensed landfill
2. along with demolition debris.
3. Concrete walls located in the Basement area of the structure which have a black mastic on them are **not able to be recycled or crushed** with other “clean concrete materials” and must be transported to a licensed landfill. The exact quantity of these materials is not known
4. Vault and Safe Components including Massive vault door
5. Approximately 400 square feet of tan adhesive behind metal paneling on walls and ceiling of room # 38. (see Northstar report.
6. Approximately 48 SF of Black Wall Covering Adhesive in Room # 36 (See Northstar Report)
7. Approximately 20,040 square feet of roofing materials assumed to contain asbestos.
8. One lot of drywall Joint compound throughout which contains asbestos but tested below the 1% point count composite threshold.
9. Exterior soffit structure above east doors

B. Lead Bearing Materials

Lead bearing Wall tile in rest rooms throughout will be removed by the City’s third-party abatement Contractor prior to mobilization for demolition.

Please refer to the Northstar Environmental Testing Inventory for details.

1.16 CRUSHING OF CONCRETE ON-SITE:

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

1. Crushing should occur in the central portion of the site.
2. Proper Dust Control measures (Water) must be followed at all times
3. Neighbors include a Large Residential Structure to the North, An Arts Center/Museum to the South and primarily single-family residences and small commercial businesses to the East.
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:

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>

PLEASE SEE ATTACHED DOCUMENT

5. The Crusher, if used will need to be located in the East parking area.

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 and patios inside the City owned sidewalks shall be razed and removed off the project site.

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:

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 DETAILED INVENTORY OF THESE ITEMS IN THE ATTACHED NORTH STAR ENVIRONMENTAL REPORT

5. Refer to **ATTACHED** 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 accommodate four existing driveway aprons will need to be replaced with

concrete curb and gutter by the Demolition contractor in accordance with City of Sheboygan specifications.

7. All Parking lots, curbing, drainage swales, lighting, signage, lamp post bases, footings foundations 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.

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. This Includes the drainage Swale in the East Parking lot area.
- B. 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, finish grading, and placement of screened, clean topsoil, high quality grass seed and mulch/straw is required to maintain the site in a dust free condition in accordance with City of Sheboygan statutes.
- 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.
- E. **There is a possibility that re-development of the Site may begin in Spring of 2025 negating the need for Topsoil, seed and Mulch. The Contractor shall include a deduct for this work should these final components not be needed,**
- D. All sidewalks 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 all driveway aprons (4) 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.
- 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 Poles
- 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 1950". 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.**

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.
- 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 may include fencing of the site. Contractor may use the rear 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.
- If required, de-watering of the 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.
- Removal of the curbing on the North side of the property and levelling the resulting grade to match the rest of the site.

- Replacement of City owned concrete curb and gutter at (4) driveway openings in accordance with City of Sheboygan Engineering Dept. specifications.
- Placement of screened topsoil free of 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 to remain in place until the threat of soil erosion and entry of soils into the storm sewer system has passed.
- De-Mobilization and submittal of final invoice following completion of any punch list items.

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) Insurance and Bonding Requirements and Instructions
- 3) Building Blueprints/Drawings
- 4) Location of Water Main-Main Is 4" and valve without a curb stop
- 5) Bidders Proof of Responsibility Form (Due no less than 5 days prior to bid date)
- 6) WDNR Guidelines for recycling of demolition materials
- 7) Terms and Conditions

CITY OF SHEBOYGAN
Bid # 2057-24
Razing of Former Wells Fargo Bank
BID Submission Form
Bids Due Tuesday October 15, 2024 at 1:00 PM via EMAIL

TO: City of Sheboygan

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the razing of the former Wells Fargo Bank Building 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 42,000 square foot structure, including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, 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:

\$ _____

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 _____, _____, 2024 following contract signing and bonding.

Deduction if Finish landscaping is not required.

Should the City determine that the need for topsoil, seed and Mulch is not required due to site development to start in the Spring of 2025 we would offer a **DEDUCTION** of \$ _____ from the base bid above.

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

Please attach Copy of your Bid Security to the Email submission of your Bid

**CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2057-24
BUILDING DEMOLITION
ADDENDUM # 1 DATED 10/8/2024**

This is Addendum # 1 dated October 8, 2024

- 1. Mandatory Pre Bid conference was held on October 8, 2024.** *The sign in sheet is attached for your reference.*
- 2. Bid Due Date:** The Bid due date has been changed to allow for some additional investigation. **THE NEW BID DUE DATE IS MONDAY OCTOBER 28, 2024 at 1:00 pm.**
- 3. Exterior Foundation Coating:** The City has contracted with Northstar Environmental Testing to investigate the absence/presence of coatings on the exterior of the foundation walls sub-grade. That investigation will involve the excavation of (6) test holes around the foundation as well as sampling and lab testing of any coatings found. The work is scheduled for October 17, 2024. All Bidders will be furnished with copies of the reports and laboratory results as soon as they are available.
- 4. Site Drainage:** I have contacted our City Engineering Dept regarding this matter and what will be needed as far as WDNR Permits. He will assess the site and together we will formulate a plan as to whether the drainage swale will remain between the parking lots. That will also include the possibility of leaving a portion of the parking lots intact on the East end of the property which would reduce site disturbance to less than 1 acre. This would also have the added advantage of eliminating the need for a WDNR stormwater permit. The recommendation will then be presented to City Administration for their consideration. More information to follow
- 5. Vermiculite:** Northstar Environmental DID SAMPLE Vermiculite in both the basement as well as the first rooms. Both samples were less than 1% so are not considered as asbestos which must be removed prior to demolition. Removal and disposal of this material will be the responsibility of the demolition contractor. Please see Page # 9 of the Northstar report.

PLEASE BE SURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON YOU BID FORM

END OF ADDENDUM 1

**City of Sheboygan
Request for Bids # 2057-24
Demolition of Former Bank
Addendum # 2
10-17-2024**

This is Addendum # 2 Dated October 17, 2024

Item: Foundation Coating on Exterior of Basement walls (Sub-Grade)

On October 17, 2024 Northstar Environmental arranged for the excavation of (6) test holes in various spots around the foundation of the structure. Coatings were found in several of the areas. Samples of the coating were taken and are being sent to the laboratory for analysis. Final Report of the findings will be sent in Addendum # 3 in the near future.

Item: Scale back of Site work

At the pre-bid conference it was suggested that the City consider adjusting the scope of the project to allow the parking areas to remain with removal to occur at a later time under a separate contract.

This action would have several advantages including:

1. Allow for continued drainage of storm water following removal of the Building.
2. Disturbance of less than 1 acre to avoid the need for an NOI and WPDES permit.
3. Leave a paved area for staging of demolition equipment, crusher etc.
4. Allow for continued parking for Arts Center Employees until such time as re-development of the site occurs.

Therefore, please adjust the scope of work as follows for the purposes of the demolition bid:

- Contractor to sawcut asphalt pavement in the lot North of the drainage swale
- Curb at west end of lot south of the drainage swale to remain
- All Improvements west of the line shown on the attached drawing are to be removed including: Building, Building Foundation, concrete pavement, asphalt pavement, light poles, light pole bases, stop sign at West driveway, West Driveway approach.
- Curb and Gutter from removed approach on N. 7th Street to be replaced by Demolition Contractor.
- All areas West of the line to be back-filled, compacted, graded smooth and topped with topsoil, seed, mulch and erosion fencing/socks until grass is established.

Work to be included to the EAST of the lines on the attached drawing includes:

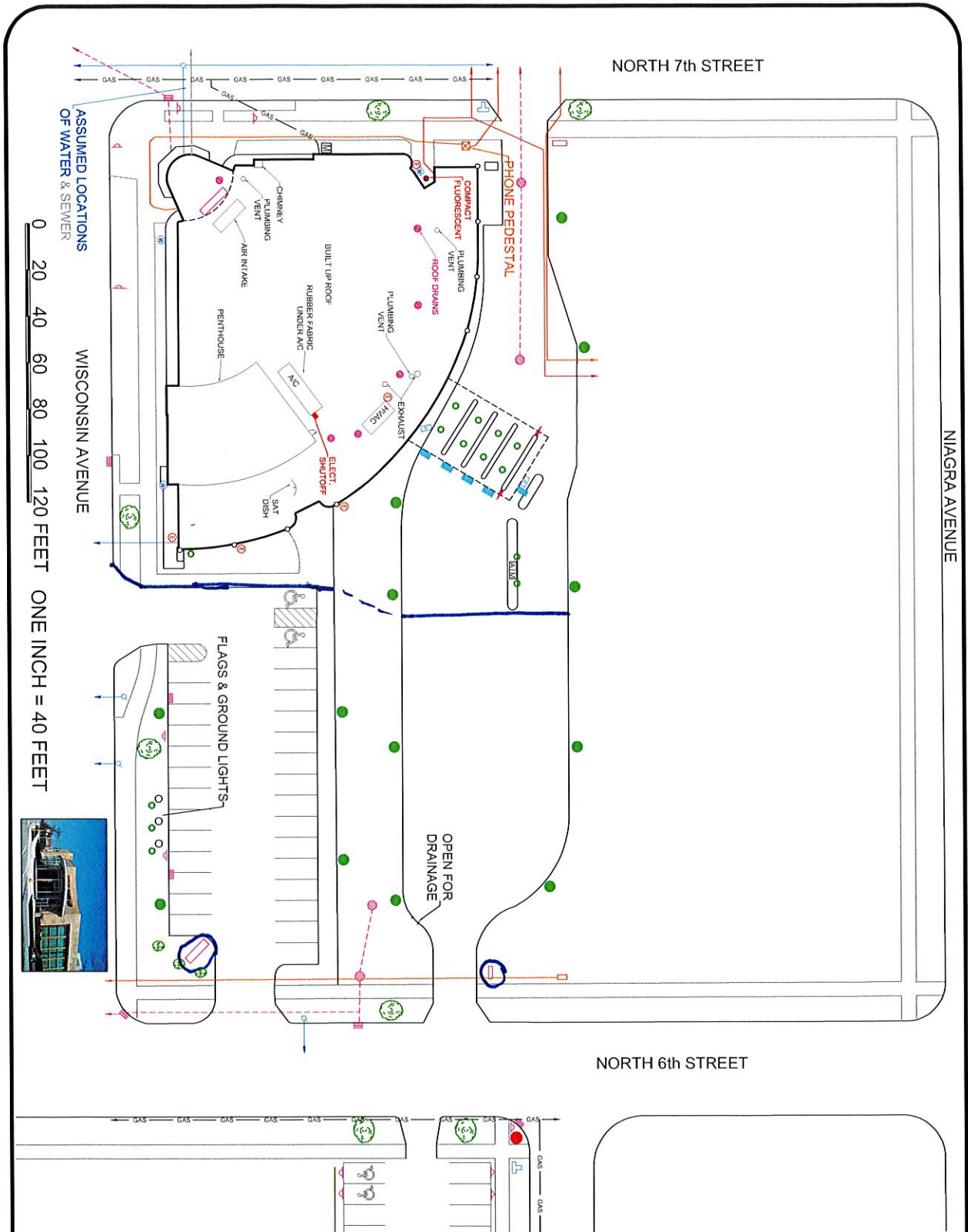
- Removal of all light-poles East of the line
- Concrete light pole bases can remain.
- Removal of two metal signs and bases
- Flagpoles to be removed by City of Sheboygan prior to demolition.
- Contractor to install steel fenceposts along saw cut line in North parking lot to prevent vehicles entering the lot from trying to exit to the west.
- Drainage swale to remain largely undisturbed with the exception of plant beds on the west end west of the line.

END OF ADDENDUM # 2

ADDENDUM 3 TO BE ISSUED AS SOON AS LABORATORY TESTING REPORT REGARDING EXTERIOR FOUNDATION WALL COATINGS IS RECEIVED.

W

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ASSUMED LOCATIONS OF WATER & SEWER

WISCONSIN AVENUE

0 20 40 60 80 100 120 FEET ONE INCH = 40 FEET



FLAGS & GROUND LIGHTS

OPEN FOR DRAINAGE

NORTH 7th STREET

NIAGARA AVENUE

NORTH 6th STREET

<p>WELLS FARGO APRIL 2004 1:40 MG 6A</p>	<p>WELLS FARGO 636 WISCONSIN AVENUE SHEBOYGAN, WI 53081 920-459-2191</p>	<p>MAIER Engineering, Inc. 510 State Street, Suite 1300 Sheboygan, WI 53081 www.maier.net</p>	<p>LEGEND</p> <ul style="list-style-type: none"> --- STORM DRAIN --- ELECTRIC --- GAS --- PHONE --- WATER --- PROPERTY LINE --- SAN. SEWER --- STORM DRAIN --- ROOF SCUPPER --- GAS METER --- WATER FAUCET --- WATER VALVE --- CAMERA --- ELECT. OUTLET <p>LIGHTING</p> <ul style="list-style-type: none"> ● HIGH INTENSITY PARKING LOT LIGHT ● HIGH INTENSITY LIGHT ● OPEN/CLOSE SIGN ● STREET LIGHT
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SHEBOYGAN MAIN BANK SITE PLAN

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CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2057-24
DEMOLITION OF FORMER WELLS FARGO BANK BUILDING
ADDENDUM # 3

This is Addendum # 3 dated October 24,2024. Please acknowledge receipt of this addendum in your bid submission.

Item #1 Foundation Coatings

Northstar Environmental was retained to determine the presence (or absence) of coatings on the exterior of the foundation walls as well as to perform sampling of coatings to determine whether Asbestos was a component of the coatings found.

Six test holes were excavated around the structure. One the south side of the building there is a planter which projects out from the building, The exterior wall of the planter foundation itself had no presence of coatings however excavation of the soils *within* the planter yielded the presence of a coating on the actual foundation walls.

It is important to note that the results found from the test excavations do not provide information as to the rest of the foundation exterior walls nor are they conclusive as to where the coatings containing asbestos stop and non-asbestos coatings begin. It can be assumed that the majority of the foundation exterior walls are coated with the possible exception of the planter foundation exterior wall noted herein.

In addition, Northstar re-tested several interior basement wall samples that were listed in the original Northstar report as either “assumed to contain Asbestos” or inconclusive. Those results are also included in the report.

The City has no plans to remove any coatings other than what is already contracted for and underway. The proper handling of these materials will be the responsibility of the demolition Contractor.

Item # 2 Recycling of concrete materials

No additional information was received from WDNR regarding the recycling of concrete materials bearing coatings (such as the exterior foundation walls). Please refer to the attached guidelines which were included in the original Request for Bids as to the WDNR’s published guidelines.

Bid Due Date

The bid due date remains as October 28, 2024 at 1:00 PM as stated in Addendum # 2

End of Addendum # 3

CITY OF SHEBOYGAN
Bid # 2057-24
Razing of Former Wells Fargo Bank
BID Submission Form
Bids Due Tuesday October 15, 2024 at 1:00 PM via EMAIL

TO: City of Sheboygan

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the razing of the former Wells Fargo Bank Building 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 42,000 square foot structure, including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, 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:

\$ 241,500.00

As surety, we also are enclosing a bid bond or Cashiers check in the amount of \$ 12075.00 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, 10, 2024 following contract signing and bonding.

Deduction if Finish landscaping is not required.

Should the City determine that the need for topsoil, seed and Mulch is not required due to site development to start in the Spring of 2025 we would offer a DEDUCTION of \$ 1850.00 from the base bid above.

Company Name Scotts Excavating Inc.
Address w3234 Lot 5 City Sheb Falls State WI Zip 53085
Phone 920-377-0587 Fax - Email Scottsexcavating@hotmail.com
Name Scott H Barthele Title President
Signed [Signature] Date 10-28-24

Please attach Copy of your Bid Security to the Email submission of your Bid

SCOTT'S EXCAVATING INC.
W3234 CTY J
SHEBOYGAN FALLS, WI 53085

7866
79-802/759

PAY TO THE ORDER OF City of Sheboygan

10-28 2024

\$ 12075.00

twelve thousand seventy five and 00/100

DOLLARS Security Features Included. Details on back.

W WALDO STATE BANK
119 N. DEPOT STREET
WALDO, WISCONSIN 53093

SCOTT BARTHELS

FOR _____

Scott Bartheles

⑈007866⑈ ⑈075908027⑈

⑈05⑈689⑈

MP

BUS-100 (Printed By Bank-A-Count)

**CITY OF SHEBOYGAN
INSURANCE REQUIREMENTS**

**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.

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,
RESTRICTED WASTE ITEMS**

Stantec

Site:
Commercial Building (former Wells Fargo Bank)
Parcel # 59281110440
636 Wisconsin Avenue
Sheboygan, WI 53081

Inspection Date: July 8, 9, 23, 2024
Report Date: July 29, 2024

NorthStar No. 240-623

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

July 29, 2024

Stantec
 c/o Jeff Brand
 1165 Scheuring Road
 De Pere, WI 54115

Project:	Pre-Demolition Inspection: Asbestos, Lead Paint, Restricted Waste
Site:	Former Wells Fargo Bank Parcel # 59281110440 636 Wisconsin Avenue Sheboygan, WI 53081
Building:	Commercial (former bank)
Site Date:	July 8, 9, 23, 2024
NorthStar No.	240-623

NorthStar Environmental Testing, LLC (NorthStar) was contracted by Jeff Brand on behalf of Stantec to complete an inspection for the presence of asbestos containing materials (ACM), lead-based paint (LBP) and restricted waste items (RWI) prior to the demolition of the commercial building located in Sheboygan, Wisconsin. The inspection was conducted by Dustin Gaede of NorthStar on July 8, 9, 23, 2024.

Asbestos containing materials were identified which will require abatement prior to demolition. Roofing materials are assumed to contain asbestos and require proper disposal or additional testing. Lead-based paint (glazing) was found in limited areas. Restricted waste items are present throughout the property. Please review the report in its entirety for more specific information.

Prepared by:
 NorthStar Environmental Testing, LLC.
 1907 American Drive, Suite A3
 Neenah, WI 54956

Provided to:
 Stantec
 c/o Jeff Brand
 1165 Scheuring Road
 De Pere, WI 54115

NorthStar Environmental Testing, LLC.



Dave Barrett
 Operations Manager
 AII-01397 / LRA-01397



Dustin Gaede
 Project Manager
 AII-238193 / LRA-238193

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

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

July 29, 2024

Stantec
1165 Scheuring Road
De Pere, WI 54115

Project:	Pre-Demolition Inspection: Asbestos, Lead Paint, Restricted Waste
Site Address:	Former Wells Fargo Bank Parcel # 59281110440 636 Wisconsin Avenue Sheboygan, WI 53081
Survey Date:	July 8, 9, 23, 2024
NorthStar No.	240-623

NorthStar Environmental Testing, LLC (NorthStar) was authorized by Jeff Brand on behalf of Stantec to conduct a pre-demolition survey for the presence of accessible suspect asbestos containing materials (ACM), lead-based paint (LBP) and restricted waste items (RWI) for the following site:

INSPECTION SUMMARY:

Site Address:	636 Wisconsin Avenue Sheboygan, WI 53081		
County:	Sheboygan County		
Structure Type:	Commercial (former bank)		
Building Age:	1957		
Size:	40,000 sf		
Floors	3 (plus basement)		
# of Structures:	1		
Inspector:	Dustin Gaede	Certification:	All-238193
Company Cert:	NorthStar Environmental Testing, LLC	Certification:	DHS-925800
Survey Date:	July 8, 9, 23, 2024		
Comments:	Primary building materials: concrete/concrete block foundation, wood framed/concrete block walls, brick/stone exterior, with a flat roofing system.		

ASBESTOS SAMPLING SUMMARY:

Number of Samples:	180		
Number Analyzed:	198 (layers)	Point Count:	2
Asbestos Materials:	Pipe Fittings 12" Floor Tile and/or Adhesive Speaker Liner Drywall Adhesive Drain Fitting/Packing Wall Covering Adhesive HVAC Canvas Wrap Mastic Elbow Wrap	Pipe Wrap 9" Floor Tile and Adhesive Light Fixture Heat Shield Ceramic Baseboard Adhesive Metal Panel Adhesive Residual Flooring Adhesive Fire Door Insulation Penetration Sealant	
Assumed ACM:	Vault/Cabinet Components, Electrical Components, Vinyl Stair Tread, Roofing Materials, HVAC Black Seam Tape, Spray-On Fire Proofing, Aircell Pipe Insulation, Dumbwaiter Doors		
Laboratory:	Eurofins CEI, Inc. NVLAP: 101768-0		
Analysis Date:	July 18, 2024 (reported)	Point Count:	July 18, 2024 (reported)

The attached Asbestos Sample Material Log details additional sample analysis data.

ASBESTOS CONTAINING MATERIAL SUMMARY:

ACM that will require abatement prior to disturbance by demolition:

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
¹ Pipe Fitting Insulation (2"-4")	B	Throughout	290 lf	Friable Good Condition On Fiberglass Insulation An additional 25% has been added to the total quantity to cover the inaccessible fittings.
	1	Throughout	60 lf	
	1.5	Central Stairway	3 lf	
	2	Throughout	250 lf	
	3	Throughout	25 lf	
Vault/Safe Components	0.5,1,2,3	Throughout	Not Quantified	Friable Good Condition (Assumed ACM)
² Spray-On Fireproofing (gray)	B	Room 46	180 sf	Friable Good Condition On Concrete (Assumed ACM)
¹ Pipe Fitting Insulation (4"-6")	B	Throughout	100 lf	Friable Good Condition On Fiberglass An additional 25% has been added to the total quantity to cover the inaccessible fittings.
	1	Throughout	10 lf	
	2	Throughout	50 lf	
	3	Throughout	20 lf	

ASBESTOS CONTAINING MATERIAL SUMMARY:

ACM that will require abatement prior to disturbance by demolition:

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
Light Fixture Heat Shield (silver)	B	Throughout	9 sf (9 ea)	Friable Good Condition On Metal Light Fixtures
	0.5	Southeast Stairway	1 sf (1 ea)	
	1	South Office Toilet	1 sf (1 ea)	
	2	Central Restroom and Office 15 Toilet	2 sf (2 ea)	
	3	Stairs to 3 rd Floor	1 sf (1 ea)	
¹ Drain Fitting/Packing	B	South Mechanical Room and Room 36	30 lf	Friable Good Condition On Fiberglass Insulation
	1	Material Storage Room & North Closet	15 lf	
	2	West Cubicle Area, East Cubicle Area and Central Hallway	25 lf	An additional 25% has been added to the total quantity to cover the inaccessible fittings.
	3	HVAC Room 73	6 lf	
Fire Door Insulation (white)	3	HVAC Room 73	20 sf (1 ea)	Friable Good Condition Wood Veneer
	3	Mechanical Room 74	20 sf (1 ea)	
³ Aircell Pipe Insulation	3	HVAC Room 73	1 lf	Friable Good Condition On Metal
	3	Mechanical Room Office	38 lf	
Dumbwaiter Doors	B	Room 39	30 sf	Friable Good Condition Assumed ACM

¹ Pipe fitting insulation is believed to be present in additional areas that were inaccessible or unable to view due to HVAC ducts, pipe chases, within concrete blocks, or inaccessible due to other building components. The following rooms are believed to have additional fittings (not considered all inclusive): Storage Room 19, Storage Room 17, Men’s Room 14, Lobby (west), Northwest Stairway (under stairs), Central Landing (level 1.5, above ceiling), 2nd Floor Vault (above plaster ceiling), File Storage Area (above plaster ceiling), 2nd Floor Men’s Restroom (above plaster ceiling), 2nd Floor Ladies Changing (above plaster ceiling), 2nd Floor Ladies Restroom (above plaster ceiling), Room 46 (beneath floating floor), West Lobby (above ceiling), Level 1.5 Central Stairway (under stairs), Above Main Lobby’s 22’ Ceiling. Quantification: 1 lf = 1 fitting.

² Spray-on fireproofing was found within the former server room. It was primarily identified on the south and west walls as well as residually throughout the remaining ceiling. Loose spray-on fireproofing was identified on horizontal surfaces throughout the server room. No other accessible spray-on fireproofing was identified throughout the building. The demolition and abatement contractor should watch for additional fireproofing that may not have been accessible during the survey.

³ Additional Aircell may be present in additional areas not accessed during our site visit.

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:

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
12" Floor Tile (tan stone pattern)	B	Storage Room 16	275 sf	Cat I Non-Friable Good Condition On Concrete (non-acm adhesive)
9" Floor Tile (multiple patterns) and Adhesive (tan & black)	B	Throughout	2,900 sf	Cat I & II Non-Friable Good Condition On Concrete
	0.5	Vault and Custodial Closet	1,175 sf	
	1	North Closet (west lobby)	25 sf	
	2	Vault, File Storage and Custodial Closet	650 sf	
	3	Mechanical Room Office	240 sf	
Speaker Liner (black)	B	Throughout	7 sf (7 ea)	Cat II Non-Friable Good Condition On Metal
	1	Throughout	14 sf (14 ea)	
	2	Throughout	16 sf (16 ea)	
Drywall Adhesive (black)	B	Ladies Room 12	150 sf	Cat II Non-Friable Good Condition On Concrete Block
Ceramic Baseboard Adhesive (tan)	B	East Corridor	84 sf (168 lf)	Cat II Non-Friable Good Condition (on plaster)
12" Floor Tile and Adhesive (yellow/black)	B	Hallway B-4	260 sf	Cat I & II Non-Friable Good Condition On Concrete
	B	Room 39	475 sf	
1 Vinyl Stair Tread	B	Room 36 Stairway	20 sf	Cat I & II Non-Friable Good Condition On Concrete Assumed ACM
	B	Hallway B-6 Stairway	66 sf	
	B	Room 46	36 sf	
Metal Paneling Adhesive (tan) (walls and ceiling)	B	Room 38	400 sf	Cat II Non-Friable Good Condition On Drywall
Wall Covering Adhesive (black)	B	Room 36 (east wall)	48 sf	Cat II Non-Friable Good Condition On Metal
² Residual Flooring Adhesive (black)	1	Lobby (east)	120 sf	Cat II Non-Friable Good Condition On Concrete

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:

Material	Bldg Level	Building Area	Quantity (approx)	Category/Comment
HVAC Canvas Wrap Mastic (white)	1	Electrical Room	50 sf	Cat II Non-Friable Good Condition On Fiberglass
Elbow/Pipe Wrap (black)	3	HVAC Room 73	10 sf	Cat II Non-Friable Good Condition On Mineral Wool
Penetration Sealant (black/brown)	3	Mechanical Room Office	1 sf	Cat II Non-Friable Good Condition On Metal
³ Roofing Materials	Ext	Roof	~20,000 sf	Cat I Non-Friable Good Condition Assumed ACM
	Ext	1 st Floor Soffits	40 sf	
⁴ Joint Compound	All	Throughout	Not Quantified	Friable (Composite With Drywall = <1%)
⁵ Wall Coating (black)	B	Throughout	Not Quantified	Cat II Non-Friable Good Condition On Concrete
⁶ Styrofoam Adhesive	2	North Wall (offices 1-4)	172 sf	Cat II Non-Friable Good Condition On Concrete Block
Exterior Caulking (tan/black)	Ext	Penthouse	Not Quantified	Cat II Non-Friable Good Condition On Metal
Pipe Wrap (gray/black) (8-10" line)	B	Mechanical Room 19	6 lf	Cat II Non-Friable Good Condition On Fiberglass Insulation
	B	Air Handling Unit Room 71	20 lf	
	1	Main Area: South Closet	52 lf	
	1	Main Area: Above 22' Ceiling	Not Quantified	
HVAC Seam Tape (black)	B	Room 46	200 sf	Cat II Non-Friable Good Condition On Fiberglass Assume ACM
	B	Room 47	60 sf	

¹ Vinyl stair tread and adhesive are assumed ACM per previous sampling.

² 120 sf of residual flooring adhesive was identified beneath the carpet squares. It is unknown if additional black adhesive is present in additional areas.

³ To maintain the integrity of the roof, no roofing material samples were collected. These materials should be assumed ACM and sampled if/when necessary.

⁴ Joint compound was found to contain 1.8% chrysotile asbestos. It was then composited with the drywall and found to be <1% asbestos (allowable by EPA for demolition process). Abatement of the joint compound prior to demolition is not required under WDNR regulation. Due to the potential for occupational exposure to airborne asbestos fibers, abatement prior to any renovation is strongly recommended.

⁵ Samples were taken in multiple areas throughout the basement, in which one sample came back positive for ACM. It is the recommendation of the inspector that either all black wall coating be assumed as ACM, or each room sampled (recommended 3 samples per room) to determine asbestos content. This material should also be assumed to be present on all exterior foundation walls.

⁶ Insulation adhesive was identified on concrete block behind the uninvent heaters in offices 1 through 4. Additional adhesive may be present in other areas that were not accessed during our site visit. Any additional black insulation adhesive should be assumed as ACM or sampled to prove otherwise.

***Any ACM allowed to remain in place during demolition must remain non-friable throughout the demolition process and would 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)	
Drywall/joint compound (composite)	¹ Vermiculite insulation

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

**** 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.**

¹ 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.

Vermiculite found to contain 1% or less asbestos (with point count confirmation) may remain in place for mechanical demolition.

If the building is going to be 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.

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
Many areas were not accessible at the time of our assessment. 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:

Testing Date:	July 8, 9, 23, 2024		
Contact:	Jeff Brand (Stantec) Phone: 920.883.8501		
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:	Lead-based paint (glazing) was identified in limited areas on ceramic wall tile (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:	Dustin Gaede	Certification #:	LRA-238193
Lead Company:	DHS-925800	Expiration Date:	08/01/2025
Testing Equipment:	Heuresis PB 200i, Serial Number: 2311		

LEAD-BASED PAINT (GLAZING) 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)
Interior Room 013: Men's Restroom 15								
54	A	Wall	U Ctr		Intact	Tile	Green	11.4
55	B	Wall	U Ctr		Intact	Tile	Green	13.2
56	C	Wall	U Ctr		Intact	Tile	Green	14.6
57	D	Wall	U Ctr		Intact	Tile	Green	12.3
Interior Room 015: Women's Restroom 13								
63	A	Wall	U Ctr		Intact	Tile	Pink	12.9
64	B	Wall	U Ctr		Intact	Tile	Pink	13.1
65	C	Wall	U Ctr		Intact	Tile	Pink	12.6
66	D	Wall	U Ctr		Intact	Tile	Pink	12.5
Interior Room 017: Men's Restroom 10								
73	A	Wall	U Ctr		Intact	Tile	Blue	14.4
74	B	Wall	U Ctr		Intact	Tile	Blue	12.4
75	C	Wall	U Ctr		Intact	Tile	Blue	12.3
76	D	Wall	U Ctr		Intact	Tile	Blue	14.7
Interior Room 020: Ladies Restroom 8								
85	A	Wall	U Ctr		Intact	Tile	Pink	13
86	B	Wall	U Ctr		Intact	Tile	Pink	12.6
87	C	Wall	U Ctr		Intact	Tile	Pink	12
88	D	Wall	U Ctr		Intact	Tile	Pink	12.1
Interior Room 040: South Office Bathroom								
146	A	Wall	L Ctr		Intact	Tile	Tan	11.9
147	B	Wall	L Ctr		Intact	Tile	Tan	11.6
148	C	Wall	L Ctr		Intact	Tile	Tan	10.7
149	D	Wall	L Ctr		Intact	Tile	Tan	12.7

Continued on following page

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm2)
Interior Room 047: Central Men's Restroom								
165	D	Baseboard	Ctr		Intact	Tile	Tan	12.8
167	C	Wall	U Ctr		Intact	Tile	Tan	13.2
Interior Room 048: Central Women's Restroom								
168	D	Baseboard	Ctr		Intact	Tile	Yellow	11.7
Interior Room 049: Central Women's Toilet								
169	A	Wall	U Ctr		Intact	Tile	Yellow	13.1
170	B	Wall	U Ctr		Intact	Tile	Yellow	12.5
171	C	Wall	U Ctr		Intact	Tile	Yellow	12.8
172	D	Wall	U Ctr		Intact	Tile	Yellow	12.8

Notes:

- **Tile refers to ceramic tile.**
- Wall A is the south side 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.

RESTRICTED WASTE ITEMS (RWI) SUMMARY:

Assessment Date:	July 8, 9, 23, 2024		
Work Area:	Pre-Demolition		
Material Category:	Material types as listed in WDNR guidance document WA-651.		
RWI for Demolition:	RWI were identified within the building (see attached table).		
Inspector:	Dustin Gaede	Certification #:	N/A

SURVEY LIMITATIONS:

Sample results, quantities and recommendations are for areas of the building that were accessible to us during the investigation. Additional assumed ACM, LBP or RWI 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 include 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 differs 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 a 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 a 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)

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 worker/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, the demolition process, and other materials that need to 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% (5000 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 in an attempt 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:

The testing performed was limited in scope and does 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 require 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>

REGULATORY RECOMMENDATIONS: (RESTRICTED WASTE ITEMS)

Wisconsin Department of Natural Resources (WDNR); Environmental Protection Agency (EPA)

In preparation for the upcoming structure demolition, a restricted waste items inventory was completed within applicable areas of the buildings. The inventory provides an overview of materials likely to be categorized as restricted waste per the WDNR guidance document WA-651, and requirements for proper handling of these materials, including safe removal, recycling (if applicable) and/or proper disposal.

The restricted waste items inventory was limited to currently accessible materials and may have excluded certain personal or movable items that are expected to be salvaged or removed by the building owner. Typical areas that may be inaccessible during an investigation include but are not limited to: wall or ceiling cavities; locked or operable electrical panels, operating equipment interiors and spaces requiring confined space entry procedures. No material testing was performed, and certain presumptions may have been made due to absence of labeling. Quantities given are approximate as noted during the site survey. These quantities should be verified by a qualified remediation contractor prior to planning a specific response action.

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
All-01397 / LRA-01397



Dustin Gaede
Project Manager
All-238193 / LRA-238193

Stantec

**636 Wisconsin Avenue
Sheboygan, WI 53081**

July 8, 9, 23, 2024

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.:	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI 53081	Date Collected:	July 8, 9, 23, 2024
Work Area:	Pre-Demolition	Inspector:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024 (reported)

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-1 Layer 1	B	Mechanical Room 19 (east wall)	Brick Mortar	Gray	None Detected
623-1 Layer 2	B	Mechanical Room 19 (east wall)	Brick Mortar	Red	None Detected
623-2	B	Mechanical Room 19	Fiberboard Ceiling	Gray, Brown, Black	None Detected
623-3 Layer 1	B	Mechanical Room 19	Pipe End Encapsulant	White	None Detected
623-3 Layer 2	B	Mechanical Room 19	Fiberglass Insulation	Yellow	None Detected
623-4 Layer 1	B	Mechanical Room 19	Wrap	Gray	None Detected
623-4 Layer 2	B	Mechanical Room 19	Pipe Fitting	4"-6" Gray	5% Chrysotile 5% Amosite
623-5	B	Mechanical Room 19 (ceiling)	Plaster Base Coat	Gray, White, Gold	None Detected
623-6 Layer 1	B	Mechanical Room 19	Pipe Wrap	8"-10" Gray/Black	2% Chrysotile
623-6 Layer 2	B	Mechanical Room 19	Insulation	Yellow	None Detected
623-7	B	Storage 18	HVAC Wrap (on fiberglass)	White, Black	None Detected
623-8 Layer 1	B	Storage 18	Wrap Adhesive	White	None Detected
623-8 Layer 2	B	Storage 18	Fiberglass Insulation	Yellow	None Detected
623-9	B	Storage 17	Drywall	White, Brown	None Detected
623-10	B	Storage 17	2'x4' Ceiling Tile	Pinhole Crater	None Detected
623-11	B	Hallway B-1 (north wall)	4" Vinyl Baseboard	Brown	None Detected
623-12	B	Hallway B-1 (north wall)	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected
623-13	B	Hallway B-1	Paneling Adhesive (on wood)	Brown	None Detected
623-14	B	Hallway B-1	Vibration Isolator (on metal)	White, Gray	None Detected
623-15	B	Storage 16	12" Floor Tile	Tan, Stone Pattern	2% Chrysotile

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-16	B	Storage 16	Floor Tile Adhesive (on concrete)	Tan	None Detected
623-17	B	Storage 16 (north wall)	4" Vinyl Baseboard	Clear	None Detected
623-18	B	Storage 16 (north wall)	Vinyl Baseboard Adhesive	Tan, Brown	None Detected
623-19	B	Room 24 (bottom layer)	9" Floor Tile (beneath carpet squares)	Brown w/ Tan Streaks	None Detected
623-20	B	Room 24 (bottom layer)	Floor Tile Adhesive (on concrete)	Tan	2% Chrysotile
623-21	B	Room 24 (east wall)	4" Vinyl Baseboard	Black	None Detected
623-22	B	Room 24 (east wall)	Vinyl Baseboard Adhesive (on concrete)	Yellow	None Detected
623-23	B	Room 24	2'x4' Recessed Ceiling Tile	Pinhole Crater	None Detected
623-24	B	Room 24 (north wall)	Window Pane Sealant (on metal)	Black	None Detected
623-25	B	Hall B-2 (south wall)	Drywall/Joint Compound Composite	White, Brown	None Detected
623-26	B	Hall B-2 (south wall)	4" Vinyl Baseboard	Brown	None Detected
623-27 Layer 1	B	Hall B-2 (south wall)	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected
623-27 Layer 2	B	Hall B-2 (south wall)	Vinyl Baseboard Adhesive (on drywall)	Brown	None Detected
623-28	B	Hall B-2 (south wall)	Door Caulk (on block)	White	None Detected
623-29	B	Hall B-2	Speaker Liner (on metal)	Black	5% Chrysotile
623-30	B	Men's Room 14	1'x1' Ceiling Tile	Grooved, White, Gray	None Detected
623-31	B	Men's Room 14	Light Fixture Heat Shield (on metal light fixture)	Silver, Gray	60% Chrysotile
623-32	B	Men's Toilet 15	Ceramic Floor Tile Grout	Gray	None Detected
623-33	B	Men's Toilet 15	Ceramic Floor Tile Mortar (on concrete)	Beige	None Detected
623-34	B	Men's Toilet 15	Ceramic Wall Tile Grout	White	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-35	B	Men's Toilet 15	Ceramic Wall Tile Mortar	Gray	None Detected
623-36	B	Men's Toilet 15 (ceiling)	Plaster Skim Coat	White	None Detected
623-37	B	Men's Toilet 15 (ceiling)	Plaster Base Coat	Gray	None Detected
623-38	B	Ladies Room 12	9" Floor Tile (partially under carpet)	Gray with white/blk Strk	None Detected
623-39	B	Ladies Room 12	Floor Tile Adhesive (on concrete)	Tan	2% Chrysotile
623-40	B	Ladies Room 12	Drywall Adhesive (on block)	Brown	8% Chrysotile
623-41	B	Ladies Toilet 13 (ceiling)	Plaster Skim Coat	White	None Detected
623-42	B	Ladies Toilet 13 (ceiling)	Plaster Base Coat	Gray, Gold	None Detected
623-43	B	Room 6 Landing	Carpet Adhesive (on terrazzo)	Tan	None Detected
623-44	B	Room 6 Landing	Terrazzo Flooring (on concrete)	Tan, Brown	None Detected
623-45	B	Room 6 Landing (north wall)	Ceramic Baseboard Grout	White	None Detected
623-46	B	Room 6 Landing (north wall)	Ceramic Baseboard Adhesive (on block)	Brown	None Detected
623-47	B	Room 6 Landing (above drop ceiling)	Fire Wall Sealant/ Adhesive (on concrete)	Red	None Detected
623-48	B	Room 6 Landing (above drop ceiling)	Fire Wall Sealant/ Adhesive (on concrete)	Brown	None Detected
623-49	B	Room 6	9" Floor Tile	Brown, Tan	5% Chrysotile
623-50	B	Room 6	Floor Tile Adhesive (on concrete)	Black	2% Chrysotile
623-51	B	Room 6 (west wall)	Plaster Skim Coat	Cream, White	None Detected
623-52	B	Room 6 (west wall)	Plaster Base Coat	Gray	None Detected
623-53	B	Room 6 (east wall)	4" Ceramic Wall Tile Adhesive	Tan	None Detected
623-54	B	Room 6	2'x2' Ceiling Tile	Pinhole Crater	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.:	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-55	B	Room 6 (east wall)	Wall Repair Caulk (on block)	Gray	None Detected
623-56	B	Landing/Hall to Bathrooms 7-10	Door Caulk (south wall)	White, Gray	None Detected
623-57 Layer 1	B	East Corridor	Flooring Adhesive (on concrete)	Tan	None Detected
623-57 Layer 2	B	East Corridor	Flooring Adhesive (on concrete)	Brown	None Detected
623-58	B	East Corridor (west wall)	Ceramic Baseboard Adhesive (on plaster)	Tan	2% Chrysotile
623-59	B	East Corridor (west wall)	Ceramic Baseboard Grout	White	None Detected
623-60	B	East Corridor (east wall)	Plaster Skim Coat	Cream, White	None Detected
623-61	B	East Corridor (east wall)	Plaster Base Coat	Gray	None Detected
623-62	B	East Corridor (south wall)	Brick Mortar	White, Off-White	None Detected
623-63	B	East Corridor	HVAC Seam Tape (on fiberglass)	Brown, Silver	None Detected
623-64	B	East Corridor	HVAC Seam Sealant (on fiberglass)	White	None Detected
623-65	B	East Corridor	Light Fixture Texture	White	None Detected
623-66	B	East Corridor	Light Fixture Plaster Skim Coat	White	None Detected
623-67	B	East Corridor	Light Fixture Plaster Base Coat	Gray	None Detected
623-68	B	South Mechanical Room (top layer)	Vinyl Sheet Flooring	Gray Pebble Pattern	None Detected
623-69	B	South Mechanical Room (bottom layer)	Vinyl Sheet Flooring (on concrete)	Tan Pebble Pattern	None Detected
623-70	B	South Mechanical Room (south wall)	Vermiculite Insulation	Gold, Tan	Tremolite <1% Point Count: <0.25%
623-71	B	South Mechanical Room	Drain Fitting/Packing	Gray	20% Chrysotile
623-72	B	South Mechanical Room	Drain Fitting/Packing Canvas Wrap	Beige	None Detected
623-73	B	South Mechanical Room	HVAC Canvas Wrap (on fiberglass)	Beige, Silver	None Detected
623-74	B	South Mechanical Room	Vibration Isolator (on metal)	Brown	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-75	B	Northeast Sump Pump Room (west wall)	Concrete Sealant (on concrete)	Black	None Detected
623-76	B	Hallway B-3	9" Floor Tile	Tan, Mottled	8% Chrysotile
623-77	B	Hallway B-3	Floor Tile Adhesive (on concrete)	Black	3% Chrysotile
623-78	B	Hallway B-4	12" Floor Tile	Beige, Tan	None Detected
623-79	B	Hallway B-4	Floor Tile Adhesive (on concrete)	Yellow, Black	2% Chrysotile
623-80	B	Room 39	Fire Penetration Sealant (on concrete)	Red	None Detected
623-81	B	Room 39	1'x1' Ceiling Tile Adhesive (on concrete)	Brown	None Detected
623-82	B	Room 38 (north wall)	Metal Paneling Adhesive (on drywall)	Tan	5% Chrysotile
623-83	B	Room 36 (north wall)	Wall Covering Adhesive (on block)	Tan	None Detected
623-84	B	Room 36 (east wall)	Wall Covering Adhesive (on concrete)	Black	2% Chrysotile
623-85	B	Hall B-5	1'x1' Ceiling Tile	Pinhole Crater	None Detected
623-86	B	Hall B-5	Ceiling Tile Adhesive (on metal)	Brown	None Detected
623-87	B	Room 24 (north wall)	4" Vinyl Baseboard	Gray	None Detected
623-88	B	Room 24 (north wall)	Vinyl Baseboard Adhesive (on paneling)	Tan	None Detected
623-89	B	Room 24	2'x4' Ceiling Tile	Pinhole Crater	None Detected
623-90	B	Room 48	12" Floor Tile	Beige, Mottled	None Detected
623-91	B	Room 48	Floor Tile Adhesive (on concrete)	Tan	None Detected
623-92	0.5	Vault Landing	Carpet Adhesive (on concrete)	Tan/Brown	None Detected
623-93	0.5	Vault Landing	4" Vinyl Baseboard	Gray	None Detected
623-94	0.5	Vault Landing	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-95	0.5	Vault Landing	2'x2' Recessed Ceiling Tile	Pinhole Crater	None Detected
623-96	0.5	Vault Landing	Decorative Brick Mortar (on brick)	Gray	None Detected
623-97	0.5	Vault Landing	Perlite Potting Mix (in planter boxes)	White	None Detected
623-98	0.5	Vault Landing (north wall)	Drywall/Joint Compound Composite	White	Chrysotile <1% Point Count: 0.18%
623-99	0.5	Southeast Stairway	Terrazzo Flooring (on concrete)	Gray	None Detected
623-100	0.5	Southeast Stairway (east wall)	Plaster Skim Coat	White, Off-White	None Detected
623-101	0.5	Southeast Stairway (east wall)	Plaster Base Coat	Gray	None Detected
623-102	1	East Vestibule	Ceramic Floor Tile Grout	Gray	None Detected
623-103	1	East Vestibule	Ceramic Floor Tile Mortar (on concrete)	Gray	None Detected
623-104	1	East Vestibule (east wall)	Door Caulk (on metal/brick)	Gray	None Detected
623-105	1	East Lobby	Residual Flooring Adhesive (on concrete)	Black	2% Chrysotile
623-106	1	East Lobby (east wall cavity)	Exterior Brick Backer Board	Tan	None Detected
623-107 Layer 1	1	East Lobby	Pipe End Encapsulant	White	None Detected
623-107 Layer 2	1	East Lobby	Fiberglass Insulation	Yellow	None Detected
623-108	1	Teller Area (north wall)	Window Pane Sealant (on metal/glass)	Black	None Detected
623-109	1	Teller Area (east wall)	Window Caulk (on metal/drywall)	Gray	None Detected
623-110 Layer 1	1	Teller Supply Room	Adhesive	Tan	None Detected
623-110 Layer 2	1	Teller Supply Room	Floor Leveling Compound (on concrete)	Gray	None Detected
623-111	1	Teller Supply Room (west wall)	Drywall/Joint Compound Composite	White	None Detected
623-112	1	Teller Safe Area (east wall)	4" Vinyl Baseboard (type 2)	Gray	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-113	1	Teller Safe Area (east wall)	Vinyl Baseboard Adhesive (on drywall)	Tan	None Detected
623-114	1	Central Men's Restroom	2" Ceramic Floor Tile Grout	Beige	None Detected
623-115 Layer 1	1	Central Men's Restroom	2" Ceramic Floor Tile Mortar (on concrete)	Gray	None Detected
623-115 Layer 2	1	Central Men's Restroom	Cementitious Material	Gray	None Detected
623-116	1	Central Men's Restroom	Ceramic Wall Tile Grout	White	None Detected
623-117	1	Central Men's Restroom	Ceramic Wall Tile Mortar (on drywall)	Gray	None Detected
623-118	1	Central Men's Restroom	2'x4' Ceiling Tile	Sheet Rock	None Detected
623-119	1	North Storage Room (west wall)	Vermiculite Insulation	Gold/Silver	Tremolite <1%
623-120	1	North Storage Room (east wall)	Door Caulk (on concrete block)	Light Gray	None Detected
623-121	1	Material Storage Room	Vinyl Column Covering (on concrete)	Wood Pattern	None Detected
623-122	1	Central Stairway (ceiling)	Plaster Skim Coat	White	None Detected
623-123	1	Central Stairway (ceiling)	Plaster Base Coat	Gray	None Detected
623-124 Layer 1	1	West Lobby (south wall)	Quartz Ledge	Beige	None Detected
623-124 Layer 2	1	West Lobby (south wall)	Non-Fibrous Material	White	None Detected
623-125	1	Southwest Vestibule (ceiling)	Plaster Skim Coat	White	None Detected
623-126	1	Southwest Vestibule (ceiling)	Plaster Base Coat	Gray	None Detected
623-127	1	Electrical Room (north wall)	Drywall/Joint Compound Composite	White	None Detected
623-128 Layer 1	1	Electrical Room	HVAC Canvas Wrap Mastic	White	3% Chrysotile
623-128 Layer 2	1	Electrical Room	HVAC Canvas Wrap	White, Silver	None Detected
623-128 Layer 3	1	Electrical Room	Fiberglass Insulation	Yellow	None Detected
623-129	1	Board Room	2'x2' Recessed Ceiling Tile (type 2)	Rough Texture	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-130	1	Board Room	HVAC Duct Sealant (on metal)	Gray	None Detected
623-131 Layer 1	1.5	Central Landing	Flooring Adhesive	Tan, Yellow	None Detected
623-131 Layer 2	1.5	Central Landing	Floor Leveling Compound (on concrete)	White	None Detected
623-132	1.5	Central Stairway (north wall)	Plaster Skim Coat	White, Tan	None Detected
623-133	1.5	Central Stairway (north wall)	Plaster Base Coat	Gray	None Detected
623-134	2	West Cubicle Area (east wall)	Plaster Base Coat (above drop ceiling)	Gray	None Detected
623-135	2	Office 5	Carpet Adhesive (on concrete)	Green, Tan	None Detected
623-136	2	Office 5 (east wall)	4" Vinyl Baseboard	Beige	None Detected
623-137	2	Office 5 (east wall)	Vinyl Baseboard Adhesive (on drywall/paneling)	Tan	None Detected
623-138	2	Office 5 (east wall)	Drywall/Joint Compound Composite	White, Tan	None Detected
623-139	2	Office 7	2'x2' Recessed Ceiling Tile (type 2)	Rough, White	None Detected
623-140	2	Vault	9" Floor Tile	Green, White	None Detected
623-141	2	Vault	Floor Tile Adhesive (on concrete)	Tan, Black	2% Chrysotile
623-142	2	Vault (ceiling)	Plaster Skim Coat	White	None Detected
623-143	2	Vault (ceiling)	Plaster Base Coat	Gray	None Detected
623-144	2	East Cubicle Area	2'x2' Recessed Ceiling Tile (type 3)	Rough, White	None Detected
623-145	2	East Cubicle Area	Flooring Adhesive (on concrete)	Tan, Black	None Detected
623-146	2	East Cubicle Area (northeast wall)	Window Ledge Caulk (on quartz)	Beige	None Detected
623-147	3	Stairs to 3 rd Floor (south wall)	Plaster Skim Coat	White	None Detected
623-148	3	Stairs to 3 rd Floor (south wall)	Plaster Base Coat	Gray	None Detected
623-149 Layer 1	3	HVAC Room 73	HVAC Hard Corner	Gray, Black	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.:	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-149 Layer 2	3	HVAC Room 73	Fiberglass Insulation	Yellow	None Detected
623-150	3	HVAC Room 73 (south wall)	Fire Door Insulation (wood door)	White	7% Amosite 3% Chrysotile
623-151	3	HVAC Room 73	Elbow Wrap	Black	2% Chrysotile
623-152	Ext	2 nd Floor Roof (north wall)	Textured Paint (on metal)	Tan	None Detected
623-153	Ext	2 nd Floor Roof (east wall)	Textured Paint (on metal)	Tan	None Detected
623-154	Ext	2 nd Floor Roof (west wall)	Textured Paint (on metal)	Tan	None Detected
623-155	Ext	North Side	Brick Mortar	Gray	None Detected
623-156	Ext	North Side	Window/Door Caulk (on metal/brick)	Light Gray	None Detected
623-157 Layer 1	Ext	North Side	Stucco Soffit Skim Coat	Tan	None Detected
623-157 Layer 2	Ext	North Side	Stucco Soffit Base Coat (on foam)	Gray	None Detected
623-158	Ext	North Side	Door Caulk (on metal/brick)	Tan	None Detected
623-159 Layer 1	Ext	North Side	Stucco Soffit Skim Coat	Tan	None Detected
623-159 Layer 2	Ext	North Side	Stucco Soffit Base Coat (on foam)	Gray	None Detected
623-160 Layer 1	Ext	East Side	Stucco Soffit Skim Coat	Tan	None Detected
623-160 Layer 2	Ext	East Side	Stucco Soffit Base Coat (on foam)	Gray	None Detected
623-161	Ext	East Side	Gypsum Stucco Backer	White	None Detected
623-162	Ext	South Side	Plaster Soffit Skim Coat	White, Tan	None Detected
623-163	Ext	South Side	Plaster Soffit Base Coat	Gray	None Detected
623-164	Ext	South Side	Plaster Soffit Skim Coat	White, Tan	None Detected
623-165	Ext	South Side	Plaster Soffit Base Coat	Gray	None Detected
623-166	Ext	South Side	Plaster Soffit Skim Coat	White, Tan	None Detected

ASBESTOS MATERIAL SAMPLE LOG

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI	Date Collected:	July 8-9, 2024
Work Area:	Pre-Demolition	Technician:	Dustin Gaede
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 18, 2024

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
623-167	Ext	South Side	Plaster Soffit Base Coat	Gray	None Detected
623-168	Ext	South Side	Stone Seam Caulk	Tan	None Detected
623-169	3	Mechanical Room Office (west wall)	Penetration Sealant	Black, Brown	3% Chrysotile
623-170	B	Sump Pump Room	Wall Coating (on concrete)	Black	None Detected
623-171	B	Room 36 (east wall)	Wall Coating (on concrete)	Black	2% Chrysotile
623-172	B	Room 36 (south wall)	Wall Coating (on concrete)	Black	None Detected
623-173	B	Room 46 (north wall)	Wall Coating (on concrete)	Black	None Detected
623-174	B	South Mechanical Room	Wall Coating (on concrete)	Black	None Detected
623-175	B	Room 46	Raised Floor Pillar Adhesive (on concrete)	Black	None Detected
623-176	1	Storage Room	Pillar Skim Coat (on concrete)	White	None Detected
623-177	2	Office 4	Foam Insulation Adhesive (on concrete block)	Black	2% Chrysotile
623-178	2	East Office Area	Ceiling Insulation Adhesive	Brown	None Detected
623-179	2	Above Drop Ceiling	Plaster (on wire mesh)	Gray	None Detected
623-180	Ext	Roof: Penthouse	Caulk (on metal)	Tan/Black	5% Chrysotile

Stantec

**636 Wisconsin Avenue
Sheboygan, WI 53081**

July 8, 9, 23, 2024

LEAD PAINT XRF TESTING DATA

Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI 53081	Site Date:	July 8-23, 2024
Work Area:	Pre-Demolition	Inspector:	Dustin Gaede

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm ²)
Pre-Calibration								
1								1.2
2								1.1
3								1.1
4								0.1
Interior Room 001: Mechanical Room 19								
5	A	Wall	U Ctr		Intact	Concrete	White	0
6	B	Wall	U Ctr		Intact	Concrete	White	0
7	C	Wall	U Ctr		Intact	Brick	White	0.3
8	D	Wall	U Ctr		Intact	Brick	White	0
9	C	Ceiling			Intact	Concrete	White	0.1
10	A	Floor			Intact	Concrete	Gray	0
11	D	Column	Ctr	U column	Intact	Concrete	White	0.1
Interior Room 002: Storage Room 18								
12	D	Column	Ctr	U column	Intact	Concrete	Tan	0
13	B	Ceiling			Intact	Concrete	Tan	0.2
14	B	Wall	U Ctr		Intact	Brick	Tan	0.2
15	C	Wall	U Rgt		Intact	Brick	Tan	0.1
16	C	Wall	U Lft		Intact	Con Block	Tan	0
17	D	Wall	U Ctr		Intact	Con Block	Tan	0
18	D	Floor			Intact	Concrete	Gray	0.3
Interior Room 003: Storage Room 20								
19	A	Wall	U Ctr		Intact	Con Block	Tan	0.3
20	B	Wall	U Ctr		Intact	Brick	Tan	0
21	C	Wall	U Ctr		Intact	Brick	Tan	0.4
22	D	Wall	U Ctr		Intact	Brick	Tan	0
23	D	Ceiling			Intact	Concrete	Tan	0.1
Interior Room 004: Storage Room 17								
24	A	Wall	U Ctr		Intact	Concrete	Tan	0
25	B	Wall	U Ctr		Intact	Concrete	Tan	0
26	B	Floor			Intact	Concrete	Gray	0.2
Interior Room 005: Hallway B-1								
27	B	Floor			Intact	Concrete	Gray	0.3
28	C	Wall	U Rgt		Intact	Con Block	Tan	0.1
29	C	Ceiling			Intact	Concrete	Tan	0
Interior Room 006: Storage Room 16								
30	A	Ceiling			Intact	Concrete	Tan	0.1
31	A	Wall	U Ctr		Intact	Concrete	Tan	0.1

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm2)
Interior Room 007: Air Handling Unit Room 71								
32	A	Wall	U Ctr		Intact	Concrete	Tan	0.4
33	C	Wall	U Ctr		Intact	Con Block	Tan	0.2
34	D	Wall	U Ctr		Intact	Con Block	Tan	0.1
35	D	Ceiling			Intact	Concrete	Tan	0.3
36	D	Floor			Intact	Concrete	Tan	0.3
Interior Room 008: Room 24								
37	A	Wall	U Ctr		Intact	Con Block	White	0.1
38	B	Wall	U Ctr		Intact	Con Block	White	0.2
39	B	Column	Ctr	U column	Intact	Concrete	White	0.2
Interior Room 009: Hallway B-7								
40	A	Wall	U Ctr		Intact	Brick	Tan	0.2
41	C	Wall	U Ctr		Intact	Concrete	Tan	0
42	C	Floor			Intact	Concrete	Gray	0
Interior Room 010: Hallway B-6								
43	A	Wall	U Ctr		Intact	Concrete	Tan	0.2
44	B	Wall	U Ctr		Intact	Concrete	Tan	0
45	C	Wall	U Ctr		Intact	Con Block	Tan	0.1
46	D	Wall	U Ctr		Intact	Concrete	Tan	0.1
Interior Room 011: Hallway B-2								
47	C	Wall	U Rgt		Intact	Con Block	White	0.4
48	A	Wall	U Lft		Intact	Con Block	White	0.2
Interior Room 012: Men's Room 14								
49	A	Wall	U Ctr		Intact	Con Block	White	0
50	B	Wall	U Ctr		Intact	Con Block	White	0
51	C	Wall	U Ctr		Intact	Con Block	White	0.1
52	D	Wall	U Ctr		Intact	Con Block	White	0.3
53	A	Closet	Rgt	Wall	Intact	Con Block	Tan	0.3
Interior Room 013: Men's Restroom 15								
54	A	Wall	U Ctr		Intact	Tile	Green	11.4
55	B	Wall	U Ctr		Intact	Tile	Green	13.2
56	C	Wall	U Ctr		Intact	Tile	Green	14.6
57	D	Wall	U Ctr		Intact	Tile	Green	12.3
58	A	Floor			Intact	Tile	Tan	0.1
Interior Room 014: Women's Room 12								
59	A	Wall	U Lft		Intact	Con Block	White	0.1
60	A	Wall	U Rgt		Intact	Con Block	Tan	0.4
61	B	Wall	U Rgt		Intact	Con Block	Tan	0
62	D	Wall	U Lft		Intact	Con Block	Tan	0.2
Interior Room 015: Women's Restroom 13								
63	A	Wall	U Ctr		Intact	Tile	Pink	12.9
64	B	Wall	U Ctr		Intact	Tile	Pink	13.1
65	C	Wall	U Ctr		Intact	Tile	Pink	12.6
66	D	Wall	U Ctr		Intact	Tile	Pink	12.5
67	D	Floor			Intact	Tile	Gray	0.2
Interior Room 016: Room 6 Landing								
68	A	Wall	U Ctr		Intact	Con Block	White	0
69	B	Wall	U Lft		Intact	Con Block	White	0.3
70	C	Wall	U Ctr		Intact	Con Block	White	0.2
71	D	Wall	U Ctr		Intact	Con Block	White	0.1
72	C	Baseboard	Ctr		Intact	Tile	Brown	0.3

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm ²)
Interior Room 017: Men's Restroom 10								
73	A	Wall	U Ctr		Intact	Tile	Blue	14.4
74	B	Wall	U Ctr		Intact	Tile	Blue	12.4
75	C	Wall	U Ctr		Intact	Tile	Blue	12.3
76	D	Wall	U Ctr		Intact	Tile	Blue	14.7
77	D	Floor			Intact	Tile	Tan	0.3
Interior Room 018: Custodial Closet 9								
78	A	Wall	U Ctr		Intact	Con Block	White	0
79	B	Wall	U Ctr		Intact	Con Block	White	0.2
80	D	Wall	U Ctr		Intact	Con Block	White	0
Interior Room 019: Ladies Room 7								
81	A	Wall	U Ctr		Intact	Con Block	White	0.1
82	B	Wall	U Ctr		Intact	Con Block	White	0
83	C	Wall	U Ctr		Intact	Con Block	White	0.1
84	D	Wall	U Ctr		Intact	Con Block	White	0
Interior Room 020: Ladies Restroom 8								
85	A	Wall	U Ctr		Intact	Tile	Pink	13
86	B	Wall	U Ctr		Intact	Tile	Pink	12.6
87	C	Wall	U Ctr		Intact	Tile	Pink	12
88	D	Wall	U Ctr		Intact	Tile	Pink	12.1
89	D	Floor			Intact	Tile	Gray	0
Interior Room 021: Hallway Adjacent Rooms 7-10								
90	A	Wall	U Ctr		Intact	Con Block	White	0.2
91	B	Wall	U Ctr		Intact	Con Block	White	0
92	C	Wall	U Ctr		Intact	Con Block	White	0
93	D	Wall	U Lft		Intact	Con Block	White	0
Interior Room 022: Coat Room								
94	A	Wall	U Ctr		Intact	Con Block	White	0.1
95	B	Wall	U Ctr		Intact	Con Block	White	0.4
96	C	Wall	U Ctr		Intact	Con Block	White	0
97	D	Wall	U Ctr		Intact	Con Block	White	0.4
98	C	Column	Ctr	U column	Intact	Concrete	White	0.4
Interior Room 023: Room 6								
99	A	Wall	U Lft		Intact	Concrete	White	0
100	C	Wall	U Lft		Intact	Concrete	White	0.2
101	B	Wall	U Ctr		Intact	Tile	White	0
102	A	Wall	L Lft		Intact	Tile	White	0.1
103	D	Wall	L Ctr		Intact	Tile	White	0
Interior Room 024: Room 26								
104	A	Wall	U Ctr		Intact	Con Block	White	0
105	A	Column	Ctr	U column	Intact	Concrete	White	0.2
Interior Room 025: South Mechanical Room								
106	C	Wall	U Ctr		Intact	Con Block	White	0.5
Interior Room 026: East Corridor								
107	B	Wall	U Ctr		Intact	Concrete	White	0.3
Interior Room 027: Mechanical Room 31								
108	A	Floor			Intact	Concrete	Gray	0.3
Interior Room 028: Hallway B-3								
109	B	Wall	U Ctr		Intact	Con Block	White	0.2
110	D	Wall	U Ctr		Intact	Con Block	White	0.2
Interior Room 029: Hall B-4								
111	A	Wall	U Ctr		Intact	Con Block	White	0.1
112	C	Wall	U Ctr		Intact	Concrete	White	0.2

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm ²)
Interior Room 030: Room 39								
113	A	Wall	U Ctr		Intact	Con Block	White	0.1
114	B	Wall	U Ctr		Intact	Con Block	White	0.1
115	C	Wall	U Ctr		Intact	Con Block	White	0.2
116	D	Wall	U Ctr		Intact	Con Block	White	0
Interior Room 031: Stairway 36								
117	A	Wall	U Ctr		Intact	Con Block	White	0
118	C	Wall	U Ctr		Intact	Con Block	White	0
119	D	Wall	U Ctr		Intact	Con Block	White	0.2
Interior Room 032 Room 36								
120	B	Wall	U Ctr		Intact	Con Block	White	0.2
121	C	Wall	U Ctr		Intact	Con Block	White	0
122	D	Wall	U Lft		Intact	Concrete	Green	0.1
Interior Room 033: Hallway B-5								
123	A	Wall	U Ctr		Intact	Con Block	Green	0
124	D	Wall	U Ctr		Intact	Con Block	Green	0.1
125	C	Wall	U Ctr		Intact	Concrete	Green	0.2
Interior Room 034: Room 2								
126	B	Wall	U Ctr		Intact	Concrete	Green	0
127	D	Wall	U Ctr		Intact	Concrete	Green	0.1
128	D	Floor			Intact	Concrete	Gray	0
Interior Room 035 Hall B-8								
129	B	Wall	U Ctr		Intact	Con Block	White	0.2
130	D	Wall	U Ctr		Intact	Con Block	White	0
Interior Room 036: Room 46								
131	C	Ceiling			Intact	Concrete	White	0
Interior Room 037: Room 48								
132	A	Wall	U Ctr		Intact	Concrete	White	0.2
133	B	Wall	U Ctr		Intact	Concrete	White	0.1
134	C	Wall	U Ctr		Intact	Concrete	White	0
135	D	Wall	U Ctr		Intact	Concrete	White	0.1
Interior Room 038: Level 0.5 Vault								
136	A	Wall	U Ctr		Intact	Concrete	Tan	0
137	B	Wall	U Ctr		Intact	Concrete	Tan	0.3
138	C	Wall	U Ctr		Intact	Concrete	Tan	0.1
139	A	Wall	U Ctr		Intact	Con Block	Tan	0
140	D	Ceiling			Intact	Concrete	Tan	0.3
Interior Room 039: Level 0.5 Custodial Closet								
141	A	Wall	U Ctr		Intact	Con Block	Tan	0.2
142	B	Wall	U Ctr		Intact	Con Block	Tan	0
143	C	Wall	U Rgt		Intact	Con Block	Tan	0.1
144	D	Wall	U Ctr		Intact	Con Block	Tan	0
145	D	Ceiling			Intact	Concrete	Tan	0.1
Interior Room 040: South Office Bathroom								
146	A	Wall	L Ctr		Intact	Tile	Tan	11.9
147	B	Wall	L Ctr		Intact	Tile	Tan	11.6
148	C	Wall	L Ctr		Intact	Tile	Tan	10.7
149	D	Wall	L Ctr		Intact	Tile	Tan	12.7
150	D	Floor			Intact	Tile	Brown	0.1
Interior Room 041: Central Men's Restroom								
151	A	Floor			Intact	Tile	Gray	0.2
152	B	Baseboard	Ctr		Intact	Tile	White	0

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm ²)
Interior Room 042: Central Women's Restroom								
153	C	Baseboard	Ctr		Intact	Tile	White	0
154	C	Floor			Intact	Tile	Gray	0.1
Interior Room 043: North Storage Room								
155	A	Wall	U Ctr		Intact	Con Block	White	0
156	C	Wall	U Ctr		Intact	Con Block	White	0.1
157	C	Ceiling			Intact	Concrete	White	0
Interior Room 044: Electrical Room								
158	B	Ceiling			Intact	Concrete	White	0.3
159	B	Wall	U Ctr		Intact	Con Block	White	0.3
160	B	Wall	L Ctr		Intact	Concrete	White	0.3
Interior Room 045: Level 2 Vault								
161	A	Wall	U Ctr		Intact	Concrete	White	0.2
162	B	Wall	U Ctr		Intact	Concrete	White	0.3
Interior Room 046: File Storage Room								
163	C	Wall	U Ctr		Intact	Concrete	White	0.3
164	D	Wall	U Ctr		Intact	Concrete	White	0.1
Interior Room 047: Central Men's Restroom								
165	D	Baseboard	Ctr		Intact	Tile	Tan	12.8
166	A	Floor			Intact	Tile	Tan	0.1
167	C	Wall	U Ctr		Intact	Tile	Tan	13.2
Interior Room 048: Central Women's Restroom								
168	D	Baseboard	Ctr		Intact	Tile	Yellow	11.7
Interior Room 049: Central Women's Toilet								
169	A	Wall	U Ctr		Intact	Tile	Yellow	13.1
170	B	Wall	U Ctr		Intact	Tile	Yellow	12.5
171	C	Wall	U Ctr		Intact	Tile	Yellow	12.8
172	D	Wall	U Ctr		Intact	Tile	Yellow	12.8
173	D	Floor			Intact	Tile	Gray	0.2
Interior Room 050: Mechanical Room Office								
174	A	Wall	U Ctr		Intact	Con Block	White	0.3
175	B	Wall	U Lft		Intact	Con Block	White	0.1
176	C	Wall	U Ctr		Intact	Con Block	White	0.1
177	D	Wall	U Ctr		Intact	Con Block	White	0.2
Pre-Calibration								
178								1.1
179								1.2
180								1.2
181								0.2

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

Note:

- Tile refers to ceramic tile on walls

- Wall A is the south side 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.

Stantec

**636 Wisconsin Avenue
Sheboygan, WI 53081**

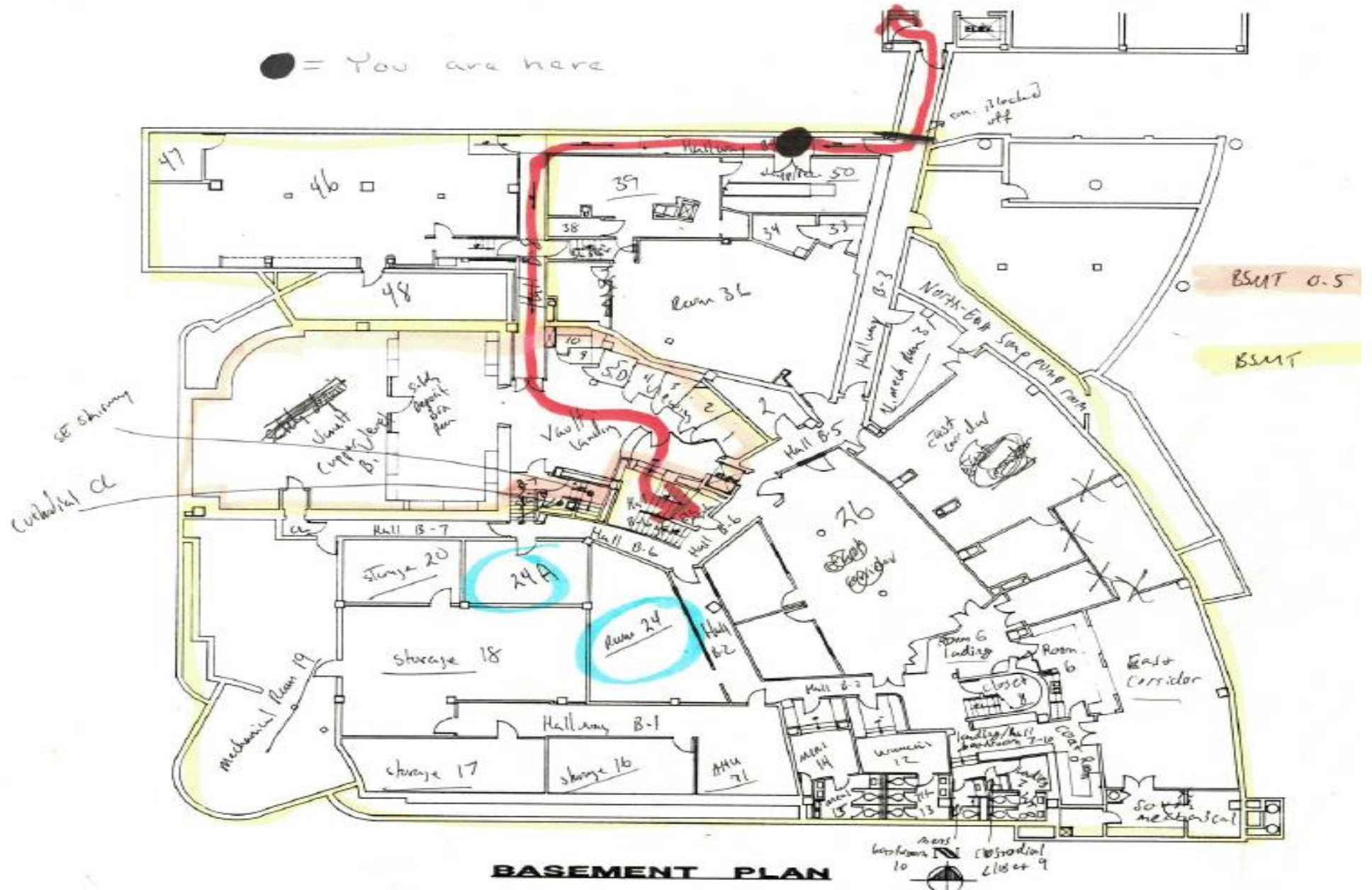
July 8, 9, 23, 2024

RESTRICTED WASTE ITEMS INVENTORY

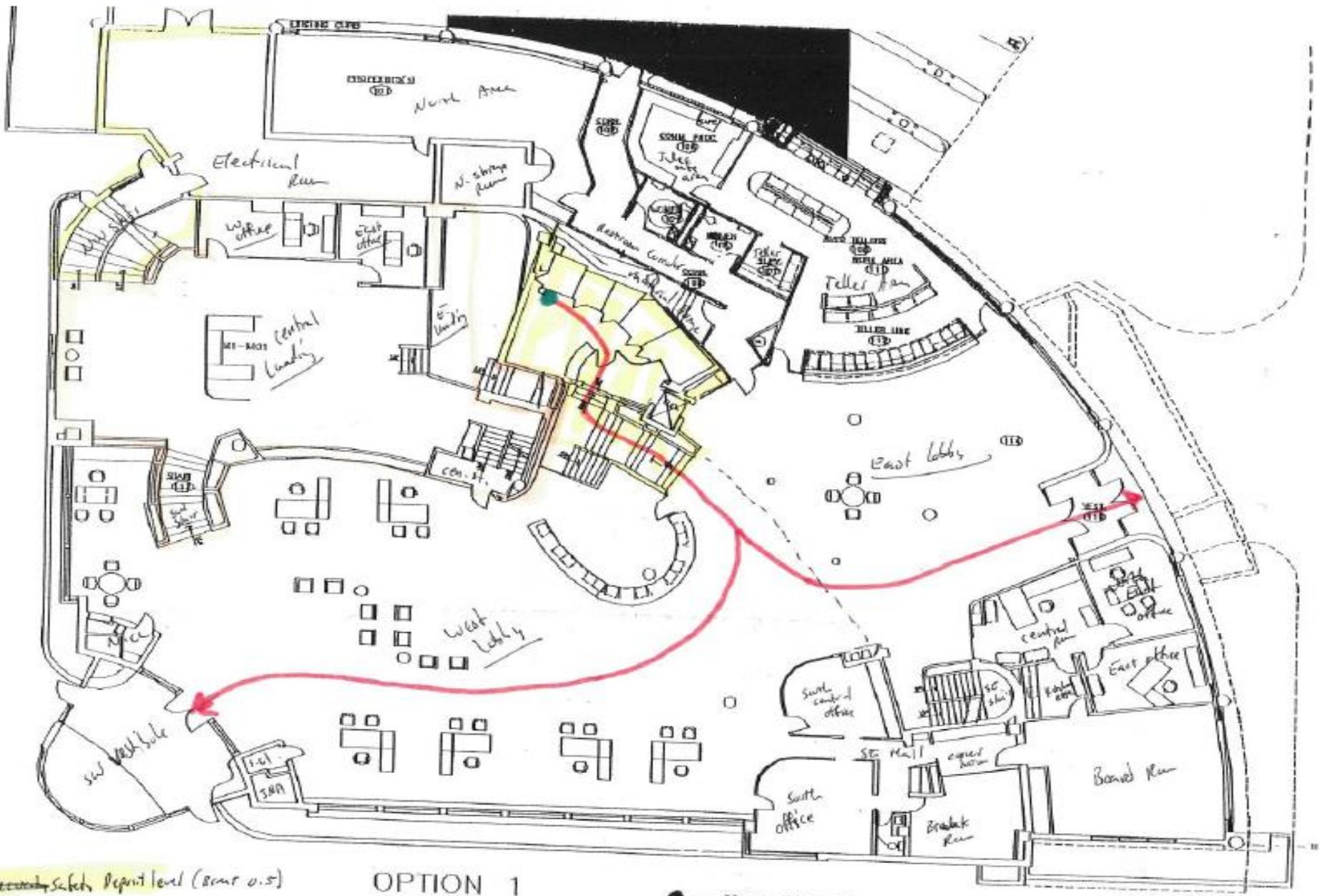
Client:	Stantec	NorthStar No.	240-623
Location:	636 Wisconsin Avenue Sheboygan, WI 53081	Site Date:	July 8-23, 2024
Work Area:	Pre-Demolition	Inspector:	Dustin Gaede

Material Description	Quantity	Units	Comments
Refrigerants	16	Each	a/c, freezer/fridge. dehumidifier, roof HVAC, bubbler
Fire Extinguishers	30	Each	
Batteries	80	Each	
Mercury Thermostats	21	Each	
Florescent Bulbs	1,950	Each	
Exit Signs	21	Each	
Emergency Lighting	31	Each	
Compact Florescent Bulbs	45	Each	
Ballasts	720	Each	
Electrical Panels/Components	121	Each	
Door Closers	62	Each	
Appliances	32	Each	
Electronic Equipment	75	Each	
Chemical Containers	70	Each	
Miscellaneous Tanks	6	Each	
Mounted Heaters	4	Each	
Transformers	2	Each	
Pressure Gages	20	Each	
Paint Cans	5	Each	
Mercury Thermometers	11	Each	

The above list may not be all inclusive and makes assumptions due to the lack of or inaccessible labeling. No material testing was performed.



BASEMENT PLAN



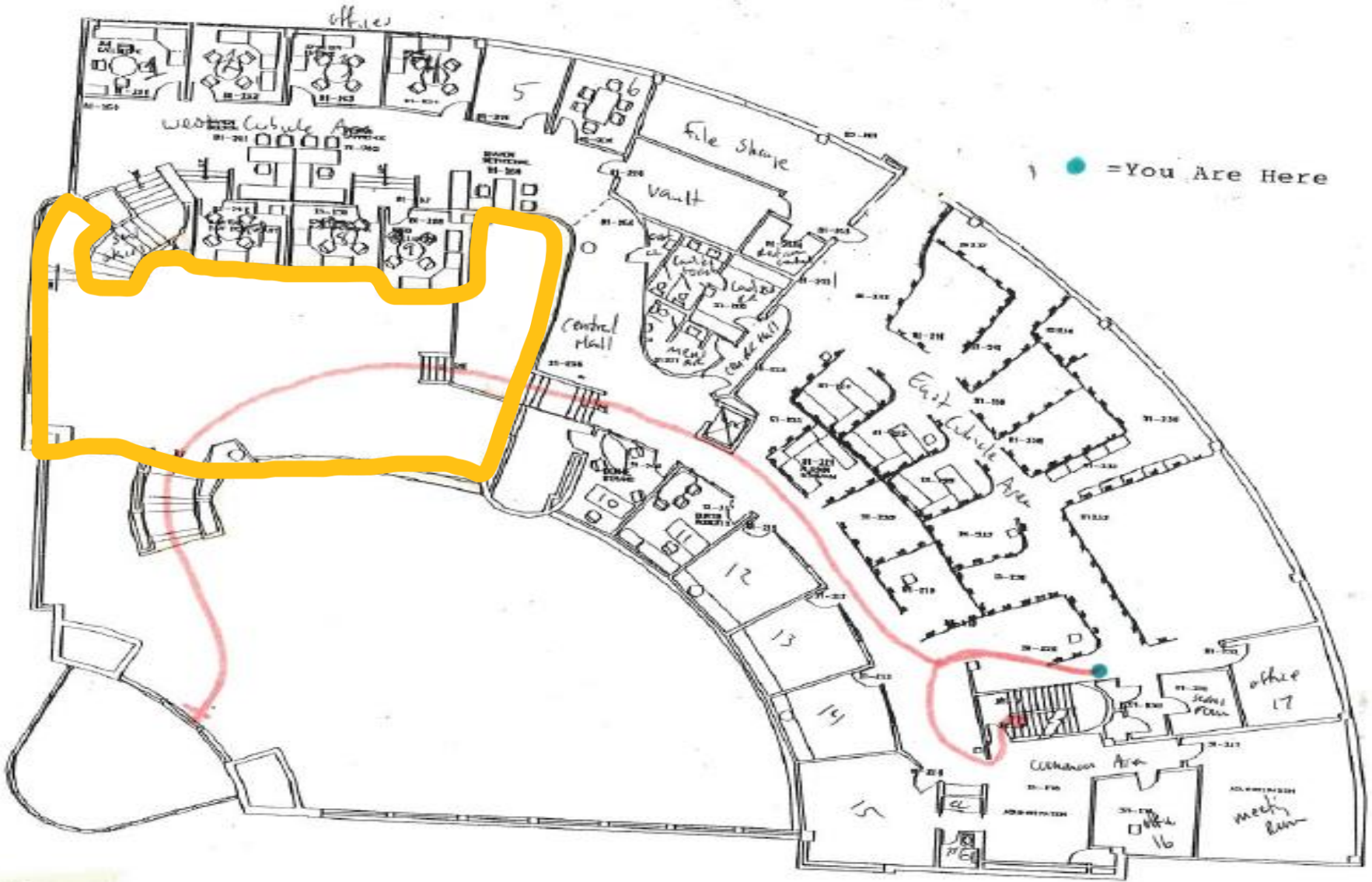
Secondary Safety Deposit level (Barr 0.5)
level 1.5

OPTION 1

● = You Are Here

N ↑

1st Floor + 1.5 Floor



Level 1.5

SECOND FLOOR MAIN BUILDING - I

TEMPORARY MOVE PLAN - 8/12/2003



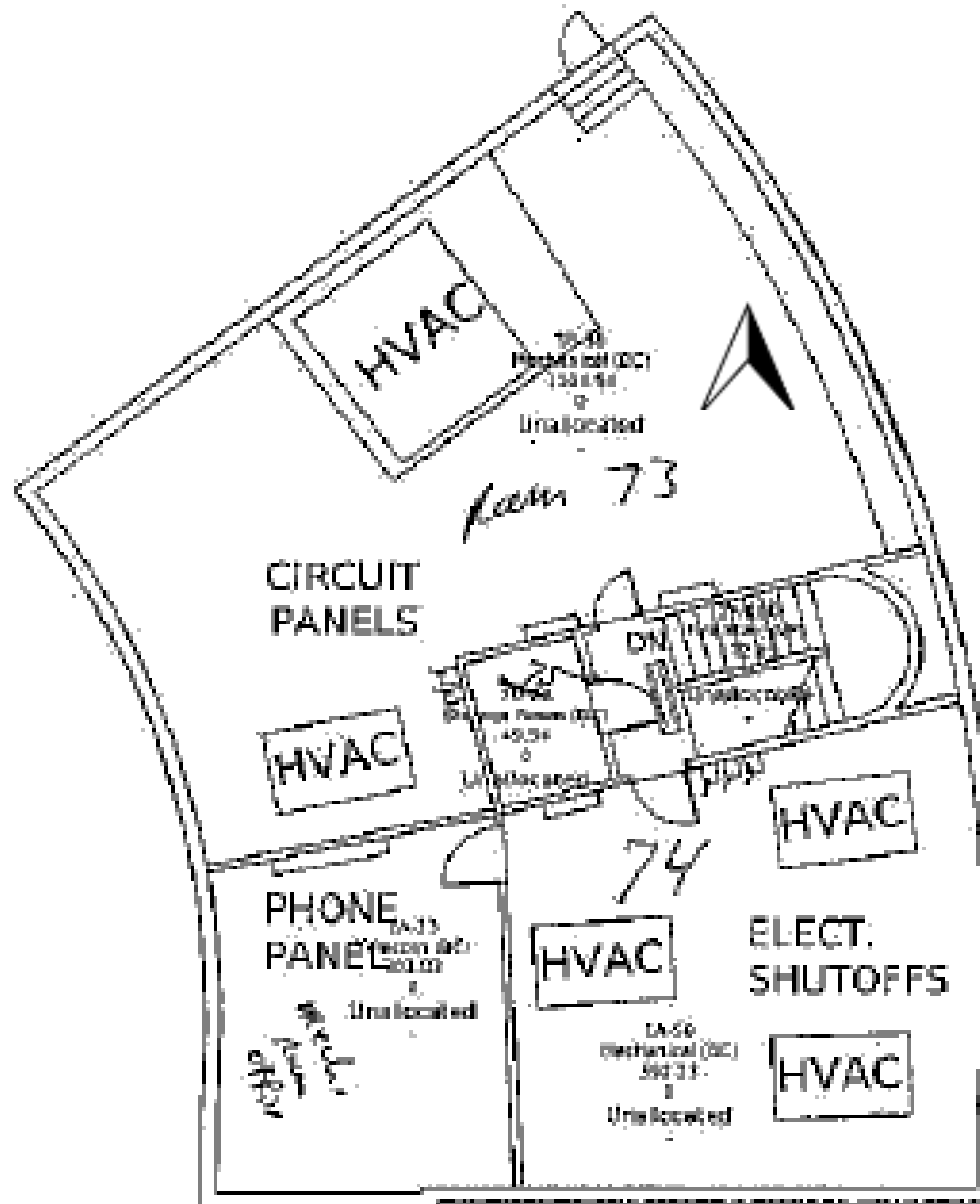


Photo No. 1

Area: Mechanical Room 19

Item: Pipe Wrap (8-10" line)
(gray/black)

Sample #: 623-6

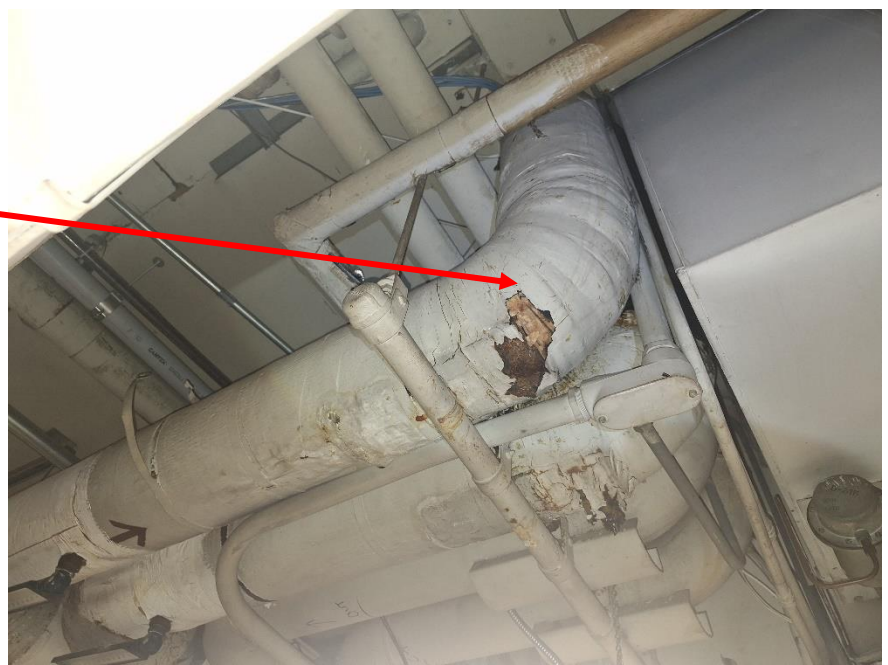


Photo No. 2

Area: Hallway B-2

Item: Speaker Liner (black)

Sample #: 623-29



Photo No. 3

Area: Men's Room 14

**Item: Light Fixture Heat
Shield (silver)**

Sample #: 623-31



Photo No. 4

Area: Ladies Room 12

**Item: Drywall Adhesive
(black)**

Sample #: 623-40



Photo No. 5

Area: East Lobby

**Item: Residual Flooring
Adhesive (black)**

Sample #: 623-105



Photo No. 6

Area: Electrical Room

**Item: HVAC Canvas Wrap
Mastic (white)**

Sample #: 623-128



Photo No. 7

Area: HVAC Room 73

**Item: Fire Door Insulation
(white, under wood
veneer)**

Sample #: 623-150



Photo No. 8

Area: HVAC Room 73

**Item: Elbow/Pipe Wrap
(black)**

Sample #: 623-151



Photo No. 9

Area: Room 46

**Item: Floating Floor
Support Adhesive
(black/gray)**

**Assumed ACM per
previous inspections.**



Photo No. 10

Area: Room 36

**Item: Wall Covering
Adhesive (black)**

Sample #: 623-84



Photo No. 11

**Area: Mechanical Room
Office**

**Item: Penetration Sealant
(black/brown)**

Sample #: 623-169



Photo No. 12

Area: Exterior – East Soffit

**Item: Roofing Sealant
(assumed acm)**



Photo No. 13

Area: Room 36

Item: Wall Coating (black)

Sample #: 623-171



Photo No. 14

Area: 2nd Floor – Office 4

Item: Foam Insulation Adhesive (black)



Photo No. 15

Area: Exterior – Penthouse

**Item: Exterior Caulking
(tan/black)**

Sample #: 623-180



Photo No. 16

Area: Room 46

**Item: Spray-On
Fireproofing on top of
duct work.**



Photo No. 17

Area: Room 39

Item: Dumbwaiter Doors



NORTHSTAR ENVIRONMENTAL TESTING LLC
1006 WESTERN AVE, MOSINEE, WI 54455-1530 | (715) 693-6112

is a

Certified Asbestos Company
DHS ID 925800

under Wisconsin Admin. Code ch. DHS 159.

Issued Date: May 30, 2023
Expiration Date: August 1, 2025

COPY



Miriam Hasan
Miriam Hasan
Supervisor, Lead & Asbestos Certification Unit

Wisconsin Department of Health Services
1 W Wilson Street
Madison, WI 53701
608-261-6876 | dhsasbestoslead@dhs.wisconsin.gov

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WA-651 (Revised 2013)

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 statues 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

FIVE STEPS TO A SUCCESSFUL DEMOLITION OR RENOVATION PROJECT

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.

3 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.

RESOURCES

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.





Corporate Office:
1006 Western Avenue
Mosinee, WI 54455
Tel: 715.693.6112
info@NorthStarTesting.com

Fox Cities Branch:
1907 American Drive
Suite A3
Neenah, WI 54956
Tel: 920.422.4888

Madison Branch:
1320 Mendota Street
Suite 120
Madison, WI 53714
Tel: 608.827.6761

Sheboygan Branch:
2109 Erie Avenue
Suite 103
Sheboygan, WI 53081
Tel: 920.422.4888

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

October 24, 2024

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

Project:	Asbestos Material Analysis
Site:	Wells Fargo Bank 636 Wisconsin Avenue Sheboygan, WI 53081
Work Area:	Foundation Walls
Collected by:	Bruce Ten Haken All-15079
NorthStar No.	240-623A

NorthStar Environmental Testing, LLC (NorthStar) was authorized by Bernie Rammer on behalf of the City of Sheboygan to perform bulk sample collection and analysis for the presence of asbestos. The testing was limited to the accessible coatings on foundation walls:

Sample ID	Bldg. Level	Material Location	Material Sample (Collected 8/12/24)	Description	Asbestos Content
623-170	Bsmt.	Sump Pump Room	Coating on Concrete	Black	None Detected
623-171	Bsmt.	Room 36: East Wall	Coating on Concrete	Black	2 % Chrysotile
623-172	Bsmt.	Room 36: South Wall	Coating on Concrete	Black	None Detected
623-173	Bsmt.	Room 46: North Wall	Coating on Concrete	Black	None Detected

Sample ID	Bldg. Level	Material Location	Material Sample (Collected 10/17/24)	Description	Asbestos Content
623A-7	Exterior	W. Side: Foundation	Coating on Concrete	Black	None Detected
623A-8	Exterior	S. Side Planter: Foundation	Coating on Concrete	Black	5 % Chrysotile
623A-9	Exterior	S. Side, E.: Foundation	Coating on Concrete	Black	None Detected
623A-10	Exterior	E. Side: Concrete Slab/Roof	Roofing over Concrete	Black	None Detected
623A-11	Exterior	E. Side: Concrete Slab/Roof	Coating on Concrete	Black	None Detected
623A-12	Exterior	E. Side: Foundation	Caulk/Tar on Concrete	Black	None Detected
623A-13	Exterior	E. Side: Foundation	Coating on Concrete	Black	None Detected

(continued on Page 2 of 3)

Sample ID	Bldg. Level	Material Location	Material Sample (Collected 10/17/24)	Description	Asbestos Content
623A-14	Exterior	E. Side: Concrete Slab/Roof	Foam Glass Insulation	Black	None Detected
623A-15	Bsmt.	E. Wall, N.: Room 36	Coating on Concrete	Black	2 % Chrysotile
623A-16	Bsmt.	E. Wall, S.: Room 36	Coating on Concrete	Black	2 % Chrysotile
623A-17	Bsmt.	Room 36: S. Wall, W.	Coating on Concrete	Black	None Detected
623A-18	Bsmt.	NE Sump Rm: W. Wall, S.	Coating on Concrete	Black	None Detected
623A-19	Bsmt.	Room 31: W. Wall, UPPER	Coating on Concrete	Black, Thick	None Detected
623A-20	Bsmt.	Room 31: W. Wall, MAIN	Coating on Concrete	Black	5 % Chrysotile
623A-21	Bsmt.	Room 46: S. Wall	Coating on Concrete	Black	None Detected
623A-22	Exterior	N. Side: Concrete Slab/Roof	Roofing over Concrete	Black	None Detected
623A-23	Exterior	N. Side: Concrete Slab/Roof	Coating on Concrete	Black	None Detected
623A-24	Exterior	N. Side, W.: Foundation	Coating on Concrete	Black, Flex.	None Detected
623A-25	Exterior	N. Side, W.: Foundation	Coating on Concrete	Black, Brittle	None Detected
623A-26	Exterior	N. Side, W.: Foundation	Coating on Concrete	Black	None Detected

Sample ID	Bldg. Level	Material Location	Material Sample (Collected 10/21/24)	Description	Asbestos Content
623A-27	Bsmt.	Room 36: E. Wall, Center	Concrete/Parge Coat	Off-white	None Detected
623A-28	Bsmt.	Room 36: S. Wall, East	Coating on Concrete	Black	None Detected
623A-29	Bsmt.	Hallway B-3: North End	Membrane/Tar on Block	Black	None Detected
623A-30	Bsmt.	Hallway B-3: North End	Tar on Block	Black	None Detected
623A-31	Bsmt.	Hallway B-3: East Wall, Ctr.	Membrane/Tar on Block	Black	None Detected
623A-32	Bsmt.	Hallway B-3: East Wall, Ctr.	Tar on Block	Black	None Detected

Samples with a confirmed analysis of greater than one percent (>1%) are to be considered an asbestos containing material (ACM) requiring special handling and disposal measures. OSHA regulations still apply to materials with less than or equal to one percent (≤1%) asbestos.

The exterior samples collected on 10/17/2024 were collected with the assistance of an excavator digging down to a depth of ~4 feet. Sample locations were chosen randomly based on accessibility.

A map showing sample locations along with areas where ACM foundation coating appears to be located is attached. The sample locations were chosen randomly based on accessibility. **Additional areas of ACM foundation coatings may be present.** Additional testing during demolition activities may be necessary. Also, a northeast section of the building appears to have been demolished during a renovation to the structure. It is unknown if the foundations or basement slabs were removed at that time.

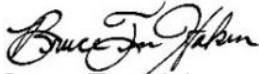
The following is a brief description of ACM foundation coating locations based on the samples collected:

- West Side of Building: South section where raised planting area is located including SW entry.
- South Side of Building: West section where raised planting area is located including SW entry.
- Room 36: East wall
- Mechanical Room 31: West wall

Laboratory:	Eurofins CEI, Inc. NVLAP# 101768-0		
Analysis Date:	8/13/2024, 10/18/2024, 10/22/2024		
Collected By:	Bruce Ten Haken (All-15079)	Date:	8/12/2024, 10/17/2024, 10/21/2024

Bulk sample analysis by polarized light microscopy with dispersion staining; USEPA method: EPA 600/M4-82/020 & EPA 600/R-93/116 (where applicable); Reported percentages are visually estimated by volume. Unless otherwise requested by client, each material or layer of a non-homogeneous sample is analyzed separately with reported percentages based on total sample. This report is not to be used to claim product endorsement by NVLAP or any other U.S. Government agency. NorthStar bears no responsibility for sample collection activities or analytical method limitations. Interpretation of the data contained in this report is the responsibility of the client.

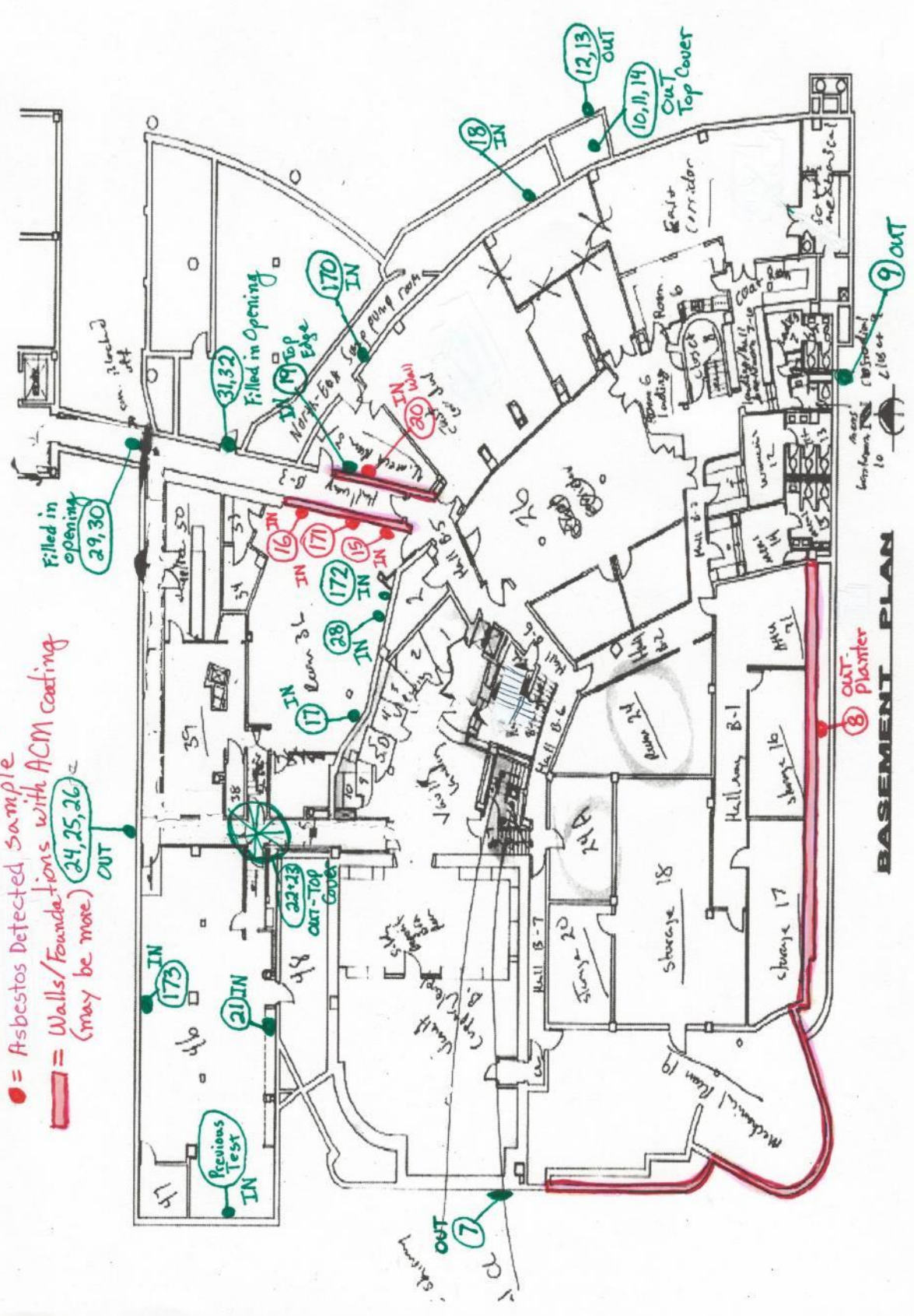
Submitted By,
NorthStar Environmental Testing, LLC.



Bruce Ten Haken
Project Manager

10-23-2024

- = No Asbestos Detected Sample
- = Asbestos Detected Sample
- ▬ = Walls/Foundation with ACM coating (may be more)



BASEMENT PLAN