



September 10, 2021

**REQUEST FOR PROPOSAL**

Sealed proposals will be received by the City Clerk's Office for the City of Waupun, Wisconsin, at the City Hall, 201 East Main Street, Waupun, Wisconsin, until 2:00 p.m. on Wednesday, September 22, 2021, proposals will be publicly opened at this time and date for the following:

RAZE BUILDING & RESTORE LOT  
Former Central Wisconsin Christian Grade School  
520 McKinley St.

All proposals must be clearly marked "RAZE BUILDING & RESTORE LOT PROPOSAL" when returned to the City of Waupun.

All proposals must be made upon blank forms furnished by the City of Waupun. Plans, Specifications, and Contract Documents may be examined and/or obtained at the office of the City Clerk, 201 East Main Street, Waupun, Wisconsin, for bidding purposes.

The City reserves the right to reject any and all proposals, waive or not to waive any formalities in the proposals received, and to accept any proposal which the City deems most favorable to the interest of the City. The Board of Public Works decision as to qualifications will be held on October 12, 2021 and their decision will be final.

No proposal may be withdrawn for a period of 60 days after the opening date.

**CITY OF WAUPUN  
BOARD OF PUBLIC WORKS**

Jeff Daane  
Director of Public Works

(Publish September 8 and September 15, 2021)

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THE CITY OF WAUPUN, WISCONSIN  
REQUEST FOR PROPOSAL TO RAZE BUILDING AND RESTORE LOT

AT

FORMER CENTRAL WISCONSIN CHRISTIAN GRADE SCHOOL 520 MCKINLEY ST, WAUPUN, WI 53963

WITH INSTRUCTIONS TO PROPOSERS

ISSUED: September 2, 2021

The City of Waupun, Wisconsin, will receive proposals to raze the following building delineated herein subject to the following procedure and requirements.

**DEADLINE FOR RECEIPT. September 22, 2021 at 2:00 p.m.**

**CITY OF WAUPUN OFFICE WHERE FILED.** City Clerk's Office, Waupun City Hall, 201 E Main St., Waupun, WI 53963.

**FORM OF PROPOSAL.** Proposals must be submitted, sealed, on City of Waupun forms, legible and fully complete in all respects, showing the date and time of proposal opening on the outside of the sealed document. **The City of Waupun reserves the right to reject any incomplete proposal.**

**FOR MORE INFORMATION.** Call Jeff Daane, Director of Public Works at (920) 324-7918.

**STRUCTURE TO BE RAZED WITHIN THE CITY OF WAPUN**

**Address:** 520 McKinley St., Waupun, WI 53963

**Tax Parcel #:** 292-1315-0523-106

**Description:** LOTS 5,6,7,8,9,10,11,12,13,14,15 & 16 BLK 2 FLETCHER'S SECOND ADD

**NATURE OF WORK.** The project is not a Public Construction Contract under Wisconsin law. The City of Waupun is not required to award the Contract to the lowest bidder meeting minimum qualifications.

**ASBESTOS REMOVAL.** Environmental Inspection Reports are included which indicate asbestos quantities in need of abatement and removal. Contractor shall be a certified firm or responsible for subcontracting with a qualified firm to abate, remove and appropriately dispose of asbestos containing material and to file appropriate reports in accordance with Federal and State law, rules, and regulations. Such abatement and removal shall occur prior to structure demolition.

Listing of subcontractors must include those responsible for removal and disposal of any asbestos containing material, major material and the disposal site. City of Waupun reserves the right to reject any proposal which does not include this delineated information or if in the City of Waupun's determination, the contractor or its subcontractor(s) are not appropriately qualified.

**CONTRACT REQUIRED.** The contractor selected to perform the Work will be required to execute a Contract and related documents on City of Waupun forms as a condition of performing the Work.

1. A time limit for completion with liquidated damages of Two Hundred Dollars (\$200.00) per day for delay where a time extensions was not granted.
2. One (1) year warranty on the Work performed.
3. A Bid Bond equaling five-percent (5%) of the amount of the Contract.
4. Performance and Payment Bond in the full amount of the Contract.
5. Insurance from a company licensed to do business in the State of Wisconsin. Please see Insurance Requirements on pages 10 – 14.
6. Release/waiver of liens.
7. Obtaining City Raze Permit, Street Opening Permit (where applicable), Erosion Control Permit, Wisconsin Department of Natural Resources Permit 4500-113.
8. Utility locations, clearances, hookups or cutoffs.
9. Removal of building materials from the site.

**INSPECTION AND REVIEW OF SITE AND CITY DATA.** Each Proposer has an obligation to examine the site upon which the Work will be performed to assess the site conditions and to review City of Waupun furnished data.

To schedule an inspection of the building prior to submitting a proposal, please contact Jeff Daane at (920) 324-7918.

**LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000.00) AND DUMPING/DISPOSAL SITES.** The Proposer shall list in its Proposal its subcontractors, major material suppliers (over \$5,000.00) and dumping/disposal sites. Where Federal and State law requires certain regulated materials to be deposited in Federal or State licensed/permitted sites, then such sites shall be used and their License/Permit Number noted.

**ENVIRONMENTAL MATTERS.** Where the Work required environmental process, abatement, remediation or dumping or disposal in a Federal or State regulated facility, the Proposer may propose alternate methods of doing the Work with the cost of each alternative separately noted. Demo contractor should be aware of possibility of encountered contaminated soil as a solid waste per State regulations.

**SPECIFICATIONS AND SPECIAL CONDITIONS.** Specifications and Special Conditions for the Work are attached and will be included in the Contract.

**AWARD OF CONTRACT.** The City of Waupun will enter into a Contract, through the Director of Public Works, with the Proposer deemed most qualified. In making this determination, the City of Waupun will consider with respect to each Proposer: general qualification, special expertise, time in which the work can be performed, financial ability to perform the work, environmental experience and responsibility (where applicable), work record and history, and experience in projects of a similar magnitude.

The City of Waupun reserves the right to reject unqualified and nonconforming Proposals, to reject all Proposals and request new Proposals, to accept Proposal(s) if advantageous to the City of Waupun, or to select the most qualified Proposal and negotiate a Contract.

**COMMENCEMENT AND DILIGENT PROGRESS OF WORK.** The Contractor selected to perform the Work will conduct the Work diligently until fully complete in accordance with the Contract. The time schedule for obtaining a Raze Permit and time of performance is stated in the Specifications and Special Conditions.

**EXECUTION OF DOCUMENTS.** The documents which are required to be executed by the Proposer shall be executed as follows:

1. Corporations. By the President and one (1) other officer, preferably the Secretary.
2. Limited Liability Companies. By a Member, if member managed or the Manager if manager managed.
3. Partnerships. By each general partner, unless partnership agreement provides otherwise.
4. Sole Proprietors. By each named individual.

Any exception to the above must be approved by the City Attorney who may require such documents as may be necessary to consider and exception.

**DOCUMENTS TO BE SUBMITTED.** Proposers shall submit the following documents, on City of Waupun forms, in the course of making a Proposal.

1. Proposal.
2. Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal or Bid.
3. List of subcontractors and major suppliers (including dumping and demolition site with DNR Permit Number if any).

## **SPECIFICATIONS AND SPECIAL CONDITIONS TO RAZE BUILDING(S) IN THE CITY OF WAUPUN**

### **WORK TO BE PERFORMED.**

#### **DEMOLITION**

1. Submit Local City Raze Permit
2. Raze and removal of all building materials from the site.
3. Raze and removal of the slab, footings, foundations, attached exterior concrete, and blacktop to the property line.
4. Properly remove and dispose of all Regulated Asbestos Containing Material that is found on the site.
5. All other material shall be recycled, salvaged or properly disposed of.
6. Abandon sewer and water laterals at the property line.

#### **ENVIRONMENTAL WORK**

1. File DNR Asbestos Notification Application (Form 4500-113).
2. Removal and proper disposal of asbestos containing materials (as listed in the A&A Environmental Report dated July 15, 2020).
3. Universal Waste Material: Removal and disposal of Universal Waste as listed in the A&A Environmental Report dated July 15, 2020.

#### **ASBESTOS CONTAINING MATERIAL**

The Contractor is to warrant that all Work performed under this Contract by the Contractor and subcontractors, shall be performed in accordance with all Federal, State and Local laws, rules and regulations.

The Contractor is also to complete a Notification of Demolition and/or Renovation and Application for Permit Exemption (Form 4500-113), and supply a copy to the Department of Public Works at the time of permitting.

#### **EQUIPMENT AND MATERIAL STORAGE**

The use of any other parcel of land for storing of equipment and materials is prohibited unless specifically permitted by the Director of Public Works. A street right-of-way may not be used for such purpose.

#### **TIME SCHEDULE FOR OBTAINING A RAZE PERMIT.**

The Raze Permit must be obtained prior to work commencing.

Time lost and the cost encountered by the Contractor due to the Contractor's lack of coordination with the City of Waupun or subcontractors working on the project site shall not be a justification for extra compensation or any time extension(s).

#### **TIME OF PERFORMANCE.**

The Effective Date of the Contract shall be the date the Contract is fully executed. Work shall commence on February 15, 2022. The Contractor shall conduct the Work diligently until fully complete in accordance with the Contract. Demolition and remediation work is to be completed within sixty (60) days of February 15, 2022, unless an extension has been approved in writing by the City of Waupun. The Contractor shall furnish sufficient labor, material(s), equipment and supervision to complete the Work according to the approved time schedule.

## **REMOVAL OF MATERIALS AND DEBRIS**

The Contractor shall remove all combustible material, shrubs, junk and debris from the site.

## **DAMAGE OR THEFT**

The City of Waupun does not assume any responsibility to protect any building or the contents thereof, including, but not limited to, salvageable furnishings, fixtures, or attachments of whatever kind or nature so as to permit salvage prior to the time of razing. The City of Waupun shall not be liable to the Contractor for any loss, destruction, theft or removal of any property from the premises nor shall the Contractor be entitled to any allowance or other claim should any of the said acts occur.

## **BACKFILLING**

The Contractor shall level the site. Leave subgrade 6" below ground level for black dirt. The City of Waupun will finish grade the site.

## **EROSION CONTROL**

The Contractor shall be responsible for obtaining an Erosion Control Permit and complying with the land-disturbing Erosion and Sediment Control Ordinance as set for in Chapter 23 of the Municipal Code for the City of Waupun.

## **DEMOLITION TECHNIQUES.**

The Work shall be performed in accordance with accepted demolition techniques of the National Association of Demolition Contractors, incorporated herein by reference.

During the demolition, the Contractor shall sort metals for recycling. The consolidation process will reduce the building to a size that can effectively fit in demolition trailers. Water shall be used as a dust suppressant whenever practicable.

## **SAFETY AND SECURITY**

The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the project. The Contractor shall also be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the City of Waupun Director of Public Works in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work that it knew or should have known to be contrary to such laws, ordinances, rules or regulations and without giving notice to the City of Waupun, Director of Public Works, the Contractor shall bear all costs arising there from.

Safety & Security - The Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out its work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but not be limited to: adequate life protection and life-saving equipment, adequate illumination, instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching

and shoring, fall protection, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses, and adequate facilities for the proper inspection and maintenance of safety measures.

The Contractor shall be responsible for the safeguarding of all utilities. At least three working days before beginning work, the Contractor shall call the "Diggers Hotline" Service in order to determine the location of substructures. The Contractor shall immediately notify the City of Waupun and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Wisconsin Labor regulations, the Contractor shall submit to the City of Waupun specific plans to show details of provisions for worker protection from caving ground during excavation of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the City of Waupun prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the State of Wisconsin, a Wisconsin registered civil or structural engineer shall prepare the plan. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the applicable construction codes in Wisconsin or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the existing law or regulations. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by the State. Submission of this plan is in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavation or trench work requiring a permit be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the City of Waupun before work begins. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

## PROPOSAL

\_\_\_\_\_ Proposes to supply labor, equipment, materials, trucking and disposal as needed to complete all asbestos abatement and building demolition of the former elementary school building located at 520 McKinley St, Waupun, WI, 53963

### Demolition:

- Demolition and removal of building materials from the site.
- Raze and removal of the slab, footings, foundations, attached exterior concrete, and blacktop to the property line.
- All other materials shall be recycled, salvaged or properly disposed of. Materials not recycled or salvaged shall be disposed of at \_\_\_\_\_ and property documented. Any salvage value from the building would become the property of the contractor.
- Abandon sewer and water laterals at the property line.
- Submit Local City Raze Permit and DNR notice for demolition.

### Environmental Work:

- File DNR Asbestos Notification Application (Form 4500-113).
- Removal and proper disposal of asbestos containing materials (as listed in the A&A Environmental Report dated July 15, 2020).
- Universal Waste Material: Removal and disposal of Universal Waste as listed in the A&A Environmental Report dated July 15, 2020.

The proposal does not include grading work, construction fencing, underground tank removal, well closure, septic removal, or salvage for owner. Work will start on February 15, 2022 and be completed by April 15, 2022.

**Demolition Cost:** \$ \_\_\_\_\_  
**Environmental Abatement Bid** \$ \_\_\_\_\_  
**Total Cost:** \$ \_\_\_\_\_

### Other possible work

Unit rate per ton of contaminated soil \$ \_\_\_\_\_  
Unit rate to excavate contaminated soil \$ \_\_\_\_\_  
Unit rate to haul contaminated soil \$ \_\_\_\_\_

\_\_\_\_\_ Is a fully insured and bonded company per the Insurance section of this proposal.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Bidder Printed Name

**CONTRACT FORM**

This contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the City of Waupun, a Wisconsin Municipality, hereinafter called the Owner, and

\_\_\_\_\_  
(Name of Corporation) (Partnership) (Individual)  
a **CORPORATION** organized and existing under the laws of the State of

\_\_\_\_\_  
a **PARTNERSHIP** consisting of

\_\_\_\_\_  
an **INDIVIDUAL** trading as

\_\_\_\_\_  
of the City of \_\_\_\_\_, State of \_\_\_\_\_

\_\_\_\_\_  
hereinafter called the Contractor, witnessed that the parties hereto do mutually agree as follows:

**CONTRACT TIMES**

The work is scheduled to begin on February 15, 2022 and be completed on or before April 15, 2022.

**STATEMENT AND PAYMENT FOR WORK:**

The Contractor shall furnish all labor and materials, and perform all work required for this proposal for the consideration of prices submitted on: Proposal to be paid by the Owner to the Contractor in strict accordance with this Contract, the Proposal as accepted, Notice and Instruction to Bidders, General and Special Provisions, Specifications and Plans as prepared by the Director of Public Works, all of which are made a part hereof and designated as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof the parties hereto have executed this Agreement as of the day and year first above written:

\_\_\_\_\_  
Contractor  
(Corporation Seal) (Partnership)  
(Individual)

Two Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Street & Address

\_\_\_\_\_  
City & State

\_\_\_\_\_

\_\_\_\_\_  
Title

THE CITY OF WAUPUN,  
A WISCONSIN MUNICIPALITY

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
City Clerk

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the Corporation named as the  
Contractor herein:  
that \_\_\_\_\_, who signed this contract on the behalf  
of the Contractor, was then \_\_\_\_\_ of said corporation, and that such contract was  
duly signed for and in behalf of said corporation by authority of its governing body.

INSURANCE REQUIREMENTS  
**CONTRACTOR'S INSURANCE REQUIREMENTS**

(Excluding Bond and Property Insurance [Builders Risk 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 Waupun

It is hereby agreed and understood that the insurance required by the City of Waupun is primary and non-contributing coverage and that any insurance or self insurance maintained by the City of Waupun, 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 INSURANCE**

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) <b>per project</b>                                                                                                                                                                                            | \$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) <b>“if”</b> 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 Waupun. 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. **INSTALLATION FLOATER / CONTRACTOR'S EQUIPMENT OR PROPERTY** – The contractor is responsible for loss and coverage for these exposures. City of Waupun 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 sub-contractor of any tier.
8. **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

#### **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 Waupun
- 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 Waupun, 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 and 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 Waupun, 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 Waupun and satisfied by the contractor.
- F. Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of Waupun 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 Waupun, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

#### **POLLUTION EXPOSURES LIABILITY INSURANCE REQUIREMENTS**

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

It is hereby agreed and understood that the insurance required by the City of Waupun is primary coverage and that any insurance or self insurance maintained by the City of Waupun, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force

prior to commencing work and shall 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. CONTRACTORS POLLUTION LIABILITY**

- A. Definition of “Covered Operations” in the policy must include the type of work being done for the City of Waupun.
- B. Limits of Liability:
  - \$2,000,000 Each loss for Bodily Injury, Property Damage, Environmental Damage
  - \$2,000,000 Aggregate for Bodily Injury, Property Damage, Environmental Damage (Environmental Damage includes Pollution and Clean-up costs)
- C. Deductible must be paid by Contractor
- D. If Subcontractors are used in the work, then this policy must also cover the Subcontractors

**2. MOTOR VEHICLE / AUTOMOBILE POLLUTION LIABILITY – required “if” the exposure exists**

- A. Definition of “Covered Operations” in the policy must include the type of work being done for the City of Waupun
- B. Limits of Liability:
  - \$1,000,000 Each loss for Bodily Injury, Property Damage, Environmental Damage
  - \$1,000,000 Aggregate for Bodily Injury, Property Damage, Environmental Damage (Environmental Damage includes Pollution and Clean-up costs)
- C. Deductible must be paid by Contractor
- D. If Subcontractors are used in the work, then this policy must also cover the Subcontractors
- E. Must cover Motor Vehicle loading and unloading (Please show on Certificate of Insurance)

**3. ADDITIONAL PROVISIONS**

- A. 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 VI.
- B. Additional Insured Requirements – The following must be named as additional insureds on the Contractor’s Pollution and (if exposure exists) Automobile Pollution Liability coverage for liability arising out of project work City of Waupun, and its officers, council members, agents, employees and authorized volunteers.
- C. Certificates of Insurance acceptable to the City of Waupun shall be submitted prior to commencement of the work to the applicable department.

## INDEMNIFICATION

\_\_\_\_\_ hereby agrees to indemnify, defend and hold harmless the City of Waupun, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of [Third Party Name Indemnitor Here] or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to this Agreement. This indemnification, defense and hold harmless obligation shall exist for \_\_\_\_\_ even if liability is also sought to be imposed or is alleged against City of Waupun its elected and appointed officials, officers, employees, agents, representatives and volunteers for their own acts, omissions, fault or negligence arising out of or in connection with or relating to this Agreement.

\_\_\_\_\_ shall reimburse the City of Waupun, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that \_\_\_\_\_ employs other persons, firms, corporations or entities (sub-contractors) as part of the work that is the subject of this Agreement, it shall be \_\_\_\_\_ responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Waupun, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which contains identical indemnity, defense and hold harmless provisions and obligations as this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.



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P.O. Box 708 • Poynette, WI 53955  
Phone: (608) 635-8491 • Email: [Office@aaenv.com](mailto:Office@aaenv.com) • Fax: (608) 635-9717  
**INSPECTION**

July 15, 2020

Jeff Daane  
City of Waupun  
201 E. Main Street  
Waupun, WI 53963  
[jeff@cityofwaupun.org](mailto:jeff@cityofwaupun.org)  
(920) 324-7918

RE: 520 McKinley Street, Waupun, WI

On July 7, 2020 an asbestos inspection for conventional demolition was completed on the school located at the above address.

#### **Asbestos Inspection**

Bulk samples were collected and analyzed for asbestos content by polarized light microscopy (PLM). The following materials were reported >1% asbestos or are assumed to contain greater than 1% asbestos that needs to be removed prior being disturbed during renovation

- 9x9 floor tile and mastic in class rooms and hallways, Samples 11 & 12 – 12,400 Sq Ft
- 12x12 floor tile and mastic on landings and lower level, Samples 13, 14, 35 & 36 – 2,200 Sq Ft
- 12x12 floor tile in north addition, Sample 23 – 200 Sq Ft
- Window glazing on wood framed windows, Sample 3 – 12 Sq Ft
- Brick caulk at west junction, sample 4 – 2 Sq Ft
- Door caulk on west end doors, Sample 5 – 6 Sq Ft
- Electrical panels, Assumed – 21 Sq Ft (21 panels)
- Fire doors on boiler room, Assumed – 64 Sq Ft (2 Doors)

The following building materials are assumed to contain asbestos in good condition. These materials must be properly disposed of at an engineered landfill. These materials may not be recycled.

- 12,000 Sq Ft of roofing

The following building materials were sampled and reported as no asbestos detected:

- Drywall
- Drywall compound
- Plaster top coat
- Plaster base coat
- Ceramic tile thin set
- Ceramic tile grout
- Floor tile and mastic in gym
- Precast caulk
- Paint texture on precast
- Window caulk
- Window glazing in aluminum windows
- Stucco
- Tar at concrete and sidewalk junction
- Caulk on aluminum door frames
- Panel adhesive
- Chalk board adhesive
- Carpet mastic
- Ceiling tile
- Boiler gasket/packing

#### **Lead Paint-**

All sampled paint on recyclable materials were below 1 mg/cm<sup>2</sup> and not considered to be lead containing.

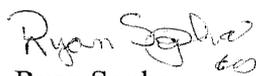
**Universal Waste** - items that required to be removed prior to demolition.

- 26 CFL's
- 574 - 4' Fluorescent light bulbs
- 1 Chest freezer
- 13 Exit signs
- 5 HID fixtures in gym

A&A Environmental Services Inc.'s inspectors are only able to inspect open, safe, and accessible areas inside and outside of the building. Inaccessible suspect material may be hidden throughout this building. Any additional suspect materials discovered during the course of abatement/demolition/remodeling must be assumed to be ACM until sampled by and EPA/State of Wisconsin certified asbestos inspector and proven negative.

If you have any questions concerning this report or the sampling performed please feel free to contact me.

Sincerely,



Ryan Sopha  
President/Inspector #AII14676

Encl

RAS/bls

July 10, 2020

A & A Environmental Services  
PO Box 708  
Poynette, WI 53955

**CLIENT PROJECT:** 520 McKinley St, 875  
**CEI LAB CODE:** A208739

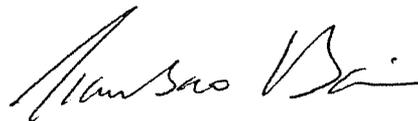
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on July 9, 2020. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH  
Laboratory Director



CEI

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## **ASBESTOS ANALYTICAL REPORT**

### **By: Polarized Light Microscopy**

Prepared for

### **A & A Environmental Services**

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CLIENT PROJECT: 520 McKinley St, 875

LAB CODE: A208739

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 07/10/20

TOTAL SAMPLES ANALYZED: 39

# SAMPLES >1% ASBESTOS: 10

TOTAL LAYERS ANALYZED: 42



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# Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 520 McKinley St, 875

LAB CODE: A208739

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		A130077	White	Window Caulking	None Detected
2		A130078	Gray	Window Caulking	None Detected
3		A130079	Gray	Window Glazing	Chrysotile 2%
4		A130080	Gray,White	Caulking	Chrysotile 2%
5		A130081	Gray,White	Caulking	Chrysotile 2%
6		A130082	Gray	Caulking	None Detected
7		A130083	Gray	Caulking	None Detected
8		A130084	Black	Tar	None Detected
9		A130085	White,Tan	Caulking	None Detected
10		A130086	White,Tan	Window Caulking	None Detected
11		A130087	Brown,White	Floor Tile	Chrysotile 10%
12		A130088	Black	Mastic	Chrysotile 2%
13		A130089	Off-white	Floor Tile	Chrysotile 2%
14		A130090	Black	Mastic	Chrysotile 3%
15		A130091	Black	Mastic	None Detected
16		A130092	Yellow	Adhesive	None Detected
17		A130093	Yellow	Carpet Adhesive	None Detected
18		A130094	White,Tan	Ceiling Tile	None Detected
19		A130095A	Gray	Plaster	None Detected
		A130095B	White,Brown	Drywall	None Detected
20		A130096	White	Joint Compound	None Detected
21		A130097A	Gray	Plaster	None Detected
		A130097B	White,Brown	Drywall	None Detected
22		A130098	White	Joint Compound	None Detected
23		A130099	Tan	Floor Tile	Chrysotile 3%
24		A130100	Black	Mastic	None Detected
25		A130101	White	Floor Tile	None Detected
26		A130102	Black	Mastic	None Detected
27		A130103	Gray	Caulking	None Detected
28		A130104	Yellow	Mastic	None Detected
29		A130105	Gray	Grout	None Detected



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# Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 520 McKinley St, 875

LAB CODE: A208739

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
30		A130106	Gray	Thinset	None Detected
31		A130107	Red	Grout	None Detected
32		A130108	Red	Thinset	None Detected
33		A130109A	Gray	Plaster	None Detected
		A130109B	Brown	Drywall	None Detected
34		A130110	White	Joint Compound	None Detected
35		A130111	Off-white	Floor Tile	Chrysotile 2%
36		A130112	Black	Mastic	Chrysotile 3%
37		A130113	White	Caulking	None Detected
38		A130114	White	Texture	None Detected
39		A130115	Gray	Gasket	None Detected



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# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** A & A Environmental Services  
PO Box 708  
Poynette, WI 53955

**Lab Code:** A208739  
**Date Received:** 07-09-20  
**Date Analyzed:** 07-09-20  
**Date Reported:** 07-10-20

**Project:** 520 McKinley St, 875

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
1 A130077	Window Caulking	Heterogeneous White Non-fibrous Bound	95% 5%	Caulk Paint	None Detected
2 A130078	Window Caulking	Heterogeneous Gray Non-fibrous Bound	95% 5%	Caulk Paint	None Detected
3 A130079	Window Glazing	Heterogeneous Gray Non-fibrous Bound	98% <1%	Binder Paint	<b>2% Chrysotile</b>
4 A130080	Caulking	Heterogeneous Gray,White Non-fibrous Bound	98% <1%	Binder Paint	<b>2% Chrysotile</b>
5 A130081	Caulking	Heterogeneous Gray,White Non-fibrous Bound	98% <1%	Binder Paint	<b>2% Chrysotile</b>
6 A130082	Caulking	Homogeneous Gray Non-fibrous Bound	100%	Caulk	None Detected
7 A130083	Caulking	Homogeneous Gray Non-fibrous Bound	100%	Caulk	None Detected



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# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** A & A Environmental Services  
 PO Box 708  
 Poynette, WI 53955

**Lab Code:** A208739  
**Date Received:** 07-09-20  
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**Date Reported:** 07-10-20

**Project:** 520 McKinley St, 875

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
8 A130084	Tar	Homogeneous Black Non-fibrous Bound	<1%	Cellulose 100%	Tar None Detected
9 A130085	Caulking	Heterogeneous White, Tan Non-fibrous Bound		95% 5%	Caulk Paint None Detected
10 A130086	Window Caulking	Heterogeneous White, Tan Non-fibrous Bound		95% 5%	Caulk Paint None Detected
11 A130087	Floor Tile	Homogeneous Brown, White Non-fibrous Tightly Bound		90%	Vinyl <b>10% Chrysotile</b>
12 A130088	Mastic	Homogeneous Black Non-fibrous Bound		98%	Tar <b>2% Chrysotile</b>
13 A130089	Floor Tile	Homogeneous Off-white Non-fibrous Tightly Bound		98%	Vinyl <b>2% Chrysotile</b>
14 A130090	Mastic	Homogeneous Black Non-fibrous Bound		97%	Tar <b>3% Chrysotile</b>



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# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

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 PO Box 708  
 Poynette, WI 53955

**Lab Code:** A208739  
**Date Received:** 07-09-20  
**Date Analyzed:** 07-09-20  
**Date Reported:** 07-10-20

**Project:** 520 McKinley St, 875

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
15 A130091	Mastic	Homogeneous Black Non-fibrous Bound	100%	Cellulose	Binder		None Detected
16 A130092	Adhesive	Homogeneous Yellow Non-fibrous Bound	100%	Cellulose	Mastic		None Detected
17 A130093	Carpet Adhesive	Homogeneous Yellow Non-fibrous Bound	<1%	Cellulose	100%	Mastic	None Detected
18 A130094	Ceiling Tile	Heterogeneous White, Tan Fibrous Loosely Bound	60%	Cellulose	15%	Perlite	None Detected
19 A130095A	Plaster	Homogeneous Gray Non-fibrous Bound	<1%	Fiberglass	60%	Silicates	None Detected
A130095B	Drywall	Heterogeneous White, Brown Fibrous Bound	20%	Cellulose	80%	Gypsum	None Detected
20 A130096	Joint Compound	Heterogeneous White Non-fibrous Bound			70%	Binder	None Detected
					25%	Silicates	
					5%	Paint	



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# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** A & A Environmental Services  
PO Box 708  
Poynette, WI 53955

**Lab Code:** A208739  
**Date Received:** 07-09-20  
**Date Analyzed:** 07-09-20  
**Date Reported:** 07-10-20

**Project:** 520 McKinley St, 875

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
21 A130097A	Plaster	Homogeneous	<1%	Fiberglass	60%	Silicates	None Detected
		Gray Non-fibrous Bound			40%	Binder	
A130097B	Drywall	Heterogeneous	20%	Cellulose	80%	Gypsum	None Detected
		White,Brown Fibrous Bound	<1%	Fiberglass			
22 A130098	Joint Compound	Heterogeneous			70%	Binder	None Detected
		White Non-fibrous Bound			25%	Silicates	
					5%	Paint	
23 A130099	Floor Tile	Homogeneous			97%	Vinyl	3% Chrysotile
		Tan Non-fibrous Tightly Bound					
24 A130100	Mastic	Homogeneous	<1%	Cellulose	100%	Tar	None Detected
		Black Non-fibrous Bound					
25 A130101	Floor Tile	Homogeneous			100%	Vinyl	None Detected
		White Non-fibrous Tightly Bound					
26 A130102	Mastic	Homogeneous	<1%	Cellulose	100%	Tar	None Detected
		Black Non-fibrous Bound					



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# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** A & A Environmental Services  
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**Date Received:** 07-09-20  
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**Project:** 520 McKinley St, 875

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
27 A130103	Caulking	Homogeneous Gray Non-fibrous Bound			100%	Caulk	None Detected
28 A130104	Mastic	Homogeneous Yellow Non-fibrous Bound	<1%	Cellulose	100%	Mastic <1% Binder	None Detected
29 A130105	Grout	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	60%	Silicates 40% Binder	None Detected
30 A130106	Thinset	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	60%	Silicates 40% Binder	None Detected
31 A130107	Grout	Homogeneous Red Non-fibrous Bound	<1%	Cellulose	70%	Silicates 30% Binder	None Detected
32 A130108	Thinset	Homogeneous Red Non-fibrous Bound	<1%	Cellulose	70%	Silicates 30% Binder	None Detected
33 A130109A	Plaster	Homogeneous Gray Non-fibrous Bound	<1%	Fiberglass	60%	Silicates 40% Binder	None Detected

# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** A & A Environmental Services  
 PO Box 708  
 Poynette, WI 53955

**Lab Code:** A208739  
**Date Received:** 07-09-20  
**Date Analyzed:** 07-09-20  
**Date Reported:** 07-10-20

**Project:** 520 McKinley St, 875

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
A130109B	Drywall	Heterogeneous Brown Fibrous Bound	20% <1%	Cellulose Fiberglass	65% 15%	Gypsum Binder	None Detected
<b>34</b> A130110	Joint Compound	Heterogeneous White Non-fibrous Bound			70% 25% 5%	Binder Silicates Paint	None Detected
<b>35</b> A130111	Floor Tile	Homogeneous Off-white Non-fibrous Tightly Bound			98%	Vinyl	<b>2% Chrysotile</b>
<b>36</b> A130112	Mastic	Homogeneous Black Non-fibrous Bound			97%	Tar	<b>3% Chrysotile</b>
<b>37</b> A130113	Caulking	Heterogeneous White Non-fibrous Bound			95% 5%	Caulk Paint	None Detected
<b>38</b> A130114	Texture	Heterogeneous White Non-fibrous Bound			80% 15% 5%	Binder Perlite Paint	None Detected
<b>39</b> A130115	Gasket	Homogeneous Gray Non-fibrous Bound	<1%	Cellulose	60% 40%	Silicates Binder	None Detected

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**LEGEND:**    Non-Anth        = Non-Asbestiform Anthophyllite  
                 Non-Trem        = Non-Asbestiform Tremolite  
                 Calc Carb        = Calcium Carbonate

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**METHOD:** EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

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**REPORTING LIMIT:** <1% by visual estimation

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**REPORTING LIMIT FOR POINT COUNTS:** 0.25% by 400 Points or 0.1% by 1,000 Points

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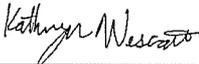
**REGULATORY LIMIT:** >1% by weight

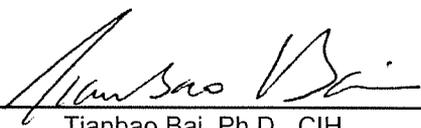
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Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

**ANALYST:**   
Kathryn Wescott

**APPROVED BY:**   
Tianbao Bai, Ph.D., CIH  
Laboratory Director