



**REQUEST FOR PROPOSALS
RAZE BUILDING AND RESTORE LOT**

**RELEASED ON:
October 14, 2022**

**PROPOSAL DUE DATE:
WEDNESDAY, NOVEMBER 2, 2022 – 11:00 A.M.**

October 14, 2022

REQUEST FOR PROPOSAL

Sealed proposals will be received by the City Clerk's Office for the City of Plymouth, Wisconsin, at the City Hall, 128 Smith Street, PO Box 107, Plymouth, Wisconsin 53073, until 11:00 a.m. on **Wednesday, November 2, 2022**. Proposals will be publicly opened at this time and date for the following:

RAZE BUILDING & RESTORE LOT
313 Forest Avenue
Plymouth, WI 53073

Tax Parcel Number: 59271819970

The razing of these structures is acting under Court Order Case No. 22 CV 163.

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

All proposals must be made upon blank forms furnished by the City of Plymouth. For bidding purposes, Plans, Specifications, and Contract Documents may be examined and/or obtained at the office of the City Clerk, 128 Smith Street, Plymouth, Wisconsin, or on the City's website at the following link: <https://plymouthgov.com/rfps>

If wanting to be notified when addendums are posted, please email caustin@plymouthutilities.com and you will be placed on the notification list.

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.

No proposal may be withdrawn for a period of 60 days after the opening date.

CITY OF PLYMOUTH

Cathy Austin, P.E.
Director of Public Works
City Engineer

(Publish October 14, 2022 and October 21, 2022)

THE CITY OF PLYMOUTH, WISCONSIN

REQUEST FOR PROPOSAL TO RAZE BUILDING AND RESTORE LOT AT
313 FOREST AVENUE

INSTRUCTIONS TO PROPOSERS

ISSUED: October 14, 2022

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

DEADLINE FOR RECEIPT. November 2, 2022 at 11:00 a.m.

CITY OF PLYMOUTH OFFICE WHERE FILED. Clerk's Office, 128 Smith Street, PO Box 107, Plymouth, WI 53073

FORM OF PROPOSAL. Proposals must be submitted, sealed, on City of Plymouth 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 reserves the right to reject any incomplete proposal.**

FOR MORE INFORMATION. Contact Cathy Austin, Director of Public Works at (920) 893-1471.

STRUCTURE TO BE RAZED WITHIN THE CITY OF PLYMOUTH

Address: 313 Forest Avenue, Plymouth WI 53073

Tax Parcel #: 59271819970

Description: PRT NW SW, SEC 22, COM IN S LN FOREST AVE 426'M/L E OF E LN SMITH ST, TH E 54', S 140', W 54', TH N 140' TO BEG.

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

ASBESTOS REMOVAL. Environmental Inspection Report is 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 reserves the right to reject any proposal which does not include this delineated information or if in the City'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 Plymouth forms as a condition of performing the Work.

1. One (1) year warranty on the Work performed.
2. Performance and Payment Bond in the full amount of the Contract.
3. Insurance from a company licensed to do business in the State of Wisconsin. Please see Supplemental Conditions - Insurance Requirements.
4. Release/waiver of liens.
5. Obtaining City Raze Permit and Wisconsin Department of Natural Resources Permit 4500-113.
6. Utility locations, clearances, hookups or cutoffs.
7. Removal of building materials and restoration from the site.

MANDATORY 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 furnished data.

To schedule an inspection of the building prior to submitting a proposal, please contact Cathy Austin at (920) 893-1471 or by email caustin@plymouthutilities.com.

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 Plymouth will enter into a Contract, through the Director of Public Works, with the Proposer deemed most qualified. In making this determination, the City 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 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, or to select the most qualified Proposal.

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.

DOCUMENTS TO BE SUBMITTED. Proposers shall submit the following documents, on City 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

SCOPE OF WORK

The work under this contract shall consist of razing the residential structure and detached garage at 313 Forest Avenue, filling all basements/crawl spaces and excavated areas with approved granular material, topsoil, and seed.

PERMITS

The Contractor is responsible to obtain a City Raze Permit through the Building Inspection Office (128 Smith Street).

RAZE OF STRUCTURES

The Contractor must be aware that the City does not own this property or residence. This razing of these structures is acting under Court Order Case No. 22 CV 163 (Appendix B).

All concrete/bituminous pavement drives, steps, private sidewalk, and the like within the property limits shall be broken up, removed, and disposed of. Any other on-site man-made amenities shall also be removed. All loose material and debris shall be removed from the basement and other excavated areas. The basement or foundation floor shall then be broken into not greater than 2-feet x 2-feet pieces to assure water drainage and prevent water build-up. All remaining exterior walls, interior bearing walls, and partitions shall be removed to a point 3-feet below sidewalk grade or the existing ground grade, whichever is lower.

The Contractor is responsible to keep site secure, to prevent unauthorized entry until the structure is razed and property sufficiently graded.

SITE RESTORATION

When razing activities are complete, the disturbed area shall be graded to that no gradients in disturbed earth shall be steeper than a slope of 3:1. A minimum of 4-inches of topsoil and seed shall be spread over the disturbed areas.

UTILITY DISCONNECTIONS

The Contractor is responsible to notifying utilities prior to excavation. Any electrical, gas, water, sewer, and telephone/cable shall be properly disconnected prior to the raze.

The utility piping, water, sanitary sewer (included basement drains) and the like shall be cut off at the property line and permanently bulk-headed by a method approved by the City's Building Inspector. The bulk heads must be inspected prior to backfilling.

ASBESTOS MATERIAL/HAZARDOUS WASTE

The Contractor shall perform all work in accordance with Federal, state and Local regulations and dispose of material appropriately. The City has had a NESHAPS pre-renovation/asbestos inspection completed for this property. See Appendix A.

PUBLIC SIDEWALK

The Contractor is responsible for maintaining the integrity of the public sidewalk. Any damaged sidewalk squares will need to be removed and replaced as part of this bid.

TIME SCHEDULE FOR OBTAINING A RAZE PERMIT

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

TIME OF PERFORMANCE

The Effective Date of the Contract shall be the date the Contract is fully executed. Work shall commence and deadlines computed from the date that City provides Contractor with the Notice to Proceed. The Contractor shall conduct the Work diligently until fully complete in accordance with the Contract. The Contractor shall complete the Work within thirty (30) days of the Notice to Proceed. For the purposes of these specifications, Work is defined as the razing of said structure(s) including itemized list of tasks as set forth in the Work To Be Performed section. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the Work according to the approved time schedule. Top soil and seed work will be completed as soon as it is possible to prevent erosion issues. Should weather or other circumstances prohibit prompt seeding, Contractor shall perform the requisite Work at such time that is directed by City.

DAMAGE OR THEFT

The City 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 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 against the City should any of said acts occur.

FILL DIRT AND FINAL GRADING.

The Contractor shall use clean fill dirt with stones not exceeding one (1") inch in diameter and fill the lot to match the public sidewalk grade and adjacent lot line grade. The site or entity providing the clean fill shall be identified and a sample of the identified fill may be required at the discretion of the City.

EROSION CONTROL

The Contractor shall be responsible for obtaining an installing and maintaining proper erosion control within the site and roadway (if needed).

DEMOLITION TECHNIQUES

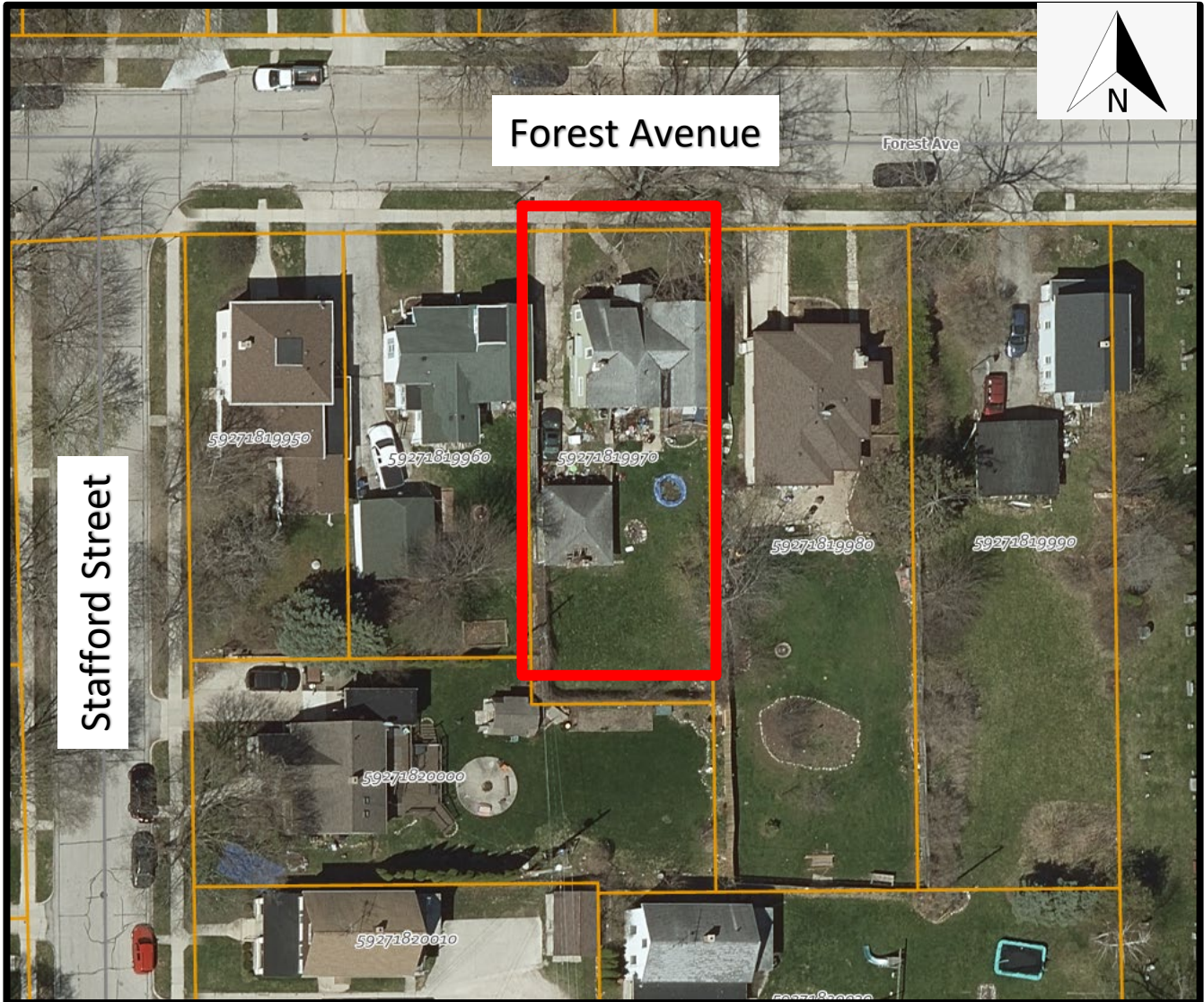
The Work shall be performed in accordance with accepted demolition techniques of the National Association of Demolition Contractors, incorporated herein by reference. During the demolition, the Contractor shall sort metals for recycling. The consolidation process will reduce the building to a size that can effectively fit in demolition trailers. Water shall be used as a dust suppressant whenever practicable. Work will not be performed through blasting with explosives.

QUESTIONS

Questions concerning the bid should be directed to:

Cathy Austin
Director of Public Works/City Engineer
E-mail: caustin@plymouthutilities.com
Phone: (920) 893-1471

Location Map:



PROPOSAL FORM

Proposal to supply labor, equipment, materials, trucking, and disposal as needed to complete all asbestos abatement, building demolition, and lot restoration per specifications on 313 Forest Avenue, Plymouth, WI 53073.

COMPANY INFORMATION:

Name of Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Contact Name: _____

Contact Phone Number: _____

Years in Business: _____

Has your organization been involved in litigation within the last two years? Yes or No
If yes, please explain: _____

If needed attach additional information regarding your company.

CONTRACT SERVICE COST:

Description of Service	Cost
Demolition Cost	\$
Environmental Abatement Cost	\$
Site Restoration Cost	\$
Total Contract Cost (Sum of above)	\$

Signature: _____

Date: _____

SUBCONTRACTOR LIST

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.

Subcontractor	Classification of Work	Estimated Dollar Amount	Permit No. / License (If applicable)

CONTRACT TO RAZE BUILDING AND RESTORE LOT

THIS AGREEMENT is by and between the City of Plymouth (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described with the project documents.

1.02 CONTRACTOR shall repair or replace any work which is defective or not in conformity with this Contract at no cost to the OWNER for a period of one (1) calendar year after completion of the work.

ARTICLE 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Raze Building and Restore Lot at 313 Forest Avenue**

ARTICLE 3. CONTRACT TIMES

3.01 Time of the Essence – All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Completion of Work and Final Payment – Work will be substantially completed by January 20, 2023. If weather prohibits lot restoration, restoration must occur by April 15, 2023 unless and extension is given. All work will be completed and ready for final payment in accordance with contract payment provisions.

3.03 Should CONTRACTOR fail to timely complete Work, CONTRACTOR may be liable to OWNER in the amount of \$500.00 each and every day an inspection is performed by OWNER to inspect work.

3.04 The CONTRACTOR may request a Contract Deadline Extension from OWNER, in writing, prior to the deadline for Contract completion (Contract Deadline), where the progress of work was delayed and CONTRACTOR was not responsible for such delay. Should OWNER grant an extension, CONTRACTOR will not be liable for payment of inspection fees during the period of said extension. Should OWNER determine that work will not be completed by Contract Deadline through normal methods and that no request for a Contract Deadline extension has been requested, or if requested, such request was not justified and denied, then OWNER shall provide CONTRACTOR with written notice requiring CONTRACTOR to take such extraordinary measures as may be required to complete work by Contract Deadline, or within a reasonable time. The failure of CONTRACTOR to take such extraordinary measures shall be grounds for OWNER to suspend work by CONTRACTOR and take such other measures as will assure completion of work within Contract Deadline, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent OWNER from stopping CONTRACTOR from proceeding with work where CONTRACTOR is unwilling or unable to meet Contract Deadline through the use of extraordinary means.

ARTICLE 4. CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts approved by ARCHITECT based on the percentage of Work completed.

TOTAL CONTRACT AWARD: _____

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

5.01 In order to induce OWNER to enter in this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including the specific means, methods, techniques, sequences, and procedures of construction if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract and Plan Documents, and all additional examinations, investigations, explorations, tests, studies, and data.
- G. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract and/or Plan Documents, and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.
- H. The Contract and Plan Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6. MISCELLANEOUS

6.01 Assignment of Contract – No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consents (except to the extent that the effect of this restriction may be limited by Laws and Regulations), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.02 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.03 Indemnity and Hold Harmless - CONTRACTOR shall indemnify and hold harmless OWNER, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any act or omission, whether negligent or otherwise, of CONTRACTOR which causes death, personal injury or property damage or loss to any person or party, or a violation of any right of any person or party protected by law. CONTRACTOR is not responsible for any acts or omissions of OWNER or OWNER'S officers and employees.

6.04 Severability – Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provision shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.05 IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

(Signatures on next page)

This Agreement will be effective on date of OWNER'S signature (which is the Effective Date of the Agreement).

OWNER:

CITY OF PLYMOUTH

By: _____
Donald O. Pohlman

Date: _____

Attest: _____
Anna Voigt

Title: City Clerk _____

Address for giving notices:

Plymouth City Hall
P.O. Box 107
Plymouth, WI 53073

Address for giving notices:

This to certify that provisions have been made to pay for the liability that will accrue under this Contract.

Anna Voigt

CONTRACTOR:

By: _____

Title: _____

Date: _____

Attest: _____

Title: _____

PERFORMANCE BOND

(Name of Contractor)

(Address of Contractor)

a _____, hereafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of Plymouth, Wisconsin, 128 Smith Street, Plymouth, Wisconsin 53073, hereinafter called Owner, in the penal sum of

_____ DOLLARS AND _____ CENTS.,
\$ (_____)

in lawful money of the United States, for the payment of which sum well and (truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20_____, as copy of which is hereto attached and made a part hereof for the construction of:
Raze Building and Restore Lot at 313 Forest Avenue

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each of which shall be deemed an original, this the ___ day of _____, 20____.

ATTEST:

(Principal) Secretary

Principal

BY: _____ (S)

SEAL:

(Witness as to Principal)

(Address)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

SEAL:

(Witness as to Surety)

(Address)

BY _____
(Attorney-in-fact)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contract is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

(Name of Contractor)

(Address of Contractor)

_____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto the City of Plymouth, Wisconsin, 128 Smith Street, Plymouth, Wisconsin 53073, hereinafter called Owner, in the penal sum of _____ dollars and _____ cents, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of: **Raze Building and Restore Lot at 313 Forest Avenue**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one of which shall be deemed

an original, this the _____ day of _____ 20 _____.

ATTEST:

(Principal) Secretary

Principal

BY: _____(S)

SEAL:

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

SEAL:

(Witness as to Surety)

BY _____
(Attorney-in-fact)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



Badger Environmental Services, LLC

- Consulting - Engineering - Abatement - Inspections - Air Monitoring & Testing
- We specialize in Asbestos and Lead total project management
- Residential - Commercial - Industrial
- State licensed On-site Estimators

September 29, 2022

**Attention: Cathy Austin, P.E.
City of Plymouth, Public Works
900 CTH PP
P.O. Box 277
Plymouth, WI. 53073**

Subject: NESHAPS pre-renovation/asbestos inspection for a residential structure located at: 313 Forest Ave. Plymouth, WI.

BADGER ENVIRONMENTAL SERVICES, LLC. is pleased to provide this inspection report identifying and quantifying any Asbestos-Containing-Building-Materials (ACBMs), and other potential Hazards inside the above listed addresses.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAPS) requires a thorough inspection for friable and non-friable ACBM within a structure prior to demolition and/or interior renovation activities.

Enclosed you will find our inspection report. Please feel free to contact me anytime with any questions.

Thank you,

Steven P. Davis
Partner



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- We specialize in Asbestos and Lead total project management
- Residential • Commercial • Industrial
- State licensed On-site Estimators

1.0 INTRODUCTION

The following is a limited asbestos survey for asbestos-containing-building-materials (ACBM) prior to demolition for a residential structure located at: 313 Forest Ave., Plymouth, WI. Please note this house is condemned by the City of Plymouth and is a Health and safety hazard. Therefore, Badger Environmental Services, LLC was only able to test a few areas for the presence of asbestos. The house has many Mold and water damaged belongings and animal fesses throughout the property. No visible pipe insulation or HVAC duct paper was present in the basement. The siding appears to be aluminum with wood underneath. The roof is an asphalt shingle product. Windows appear to be aluminum. We recommend taking down/removing this property down as soon as possible.

Badger Environmental Services, LLC was contacted by Ms. Cathy Austin .P. E. from The City of Plumouth, WI. to conduct this asbestos inspection.

The scope of our services was limited to collecting bulk samples and identifying any suspect building materials that may or may not become friable during demolition. Please note that our inspectors are only able to inspect open, safe, and accessible areas inside and outside this building. Inaccessible suspect material may be hidden behind walls, ceilings or found in HVAC chases. During the demolition process of the building, any unknown or suspect building material uncovered and not listed in this report, the demolition process must seize in that location and the "suspect" material identified by a licensed asbestos inspector. Bulk samples of suspect building materials for asbestos were collected on 09-22-2022, by Mr. Steven P. Davis, State of Wisconsin Certified Asbestos Inspector, AII-3347 of Badger Environmental Services, LLC. , Wisconsin Certified Asbestos Company (CAP- 977100).

Badger Environmental Services, L.L.C. had analyzed a total of (2) bulk samples from suspect building materials to be analyzed by Polarized Light Microscopy (PLM) for the presence of Asbestos. The bulk samples collected were chosen at the experience and expertise of the inspector and were analyzed by a National Voluntary Laboratory Accreditation Program (NVLAP) member lab, to determine asbestos fiber content and recommendations.

The bulk samples taken from the building are listed in the following spreadsheet tables. Any areas documented as "*Assumed-to-Contain Asbestos*" are labeled as such due to the experience and discretion of the Inspector.

2.0 Samples collected for asbestos/BUILDING ANALYSIS SUMMARY.

Sample #	Location and description	Amount	Results	Friable/Non-Friable
01	Plaster, 1 st Floor.	1500 sq. ft.	NAD	NF
02	Kitchen, plaster.	200 sq. ft.	NAD	NF
Assumed	Linoleum -could not test due to health hazard.	50 sq. ft.	Assumed	NF
Assumed	Kitchen, Linoleum -could not test due to health hazard.	100 sq. ft.	Assumed	NF

-Any refrigerant, exit signs, gas cans, oil cans should be recycled. All fluorescent light tubes and ballasts should be properly recycled. All/any mercury switches and thermostats should be recycled and properly disposed of. All building materials and roofing should be disposed of as C and D debris at a landfill that accepts potential asbestos. The roof can be handled as general debris by the demolition contractor. All electrical panels were energized at the time of the inspection and should be disposed of at a landfill that accepts potential asbestos. Please refer to the attached chain of custody for tested negative materials. *Badger recommends removing/demolishing this house as soon as possible as this home is a health and safety concern to the public. Badger also recommends spraying water through the demolition process to keep any dust emissions low.*

3.0 ASBESTOS SAMPLE ANALYSIS

"Suspect" ACM bulk samples were analyzed for the presence of asbestos using Polarized Light Microscopy (PLM).

Quality Assurance:

Badger Environmental Services, L.L.C. laboratory is fully accredited by the National Institute for Standards and Technology (NIST) through the National Voluntary Laboratory Accreditation Program (NVLAP), Accreditation number is # 101882 - 0. The laboratory proficiency records, certification, and quality assurance manual are available upon request. All asbestos inspectors performing this inspection are licensed by the State of Wisconsin Department of Health Services (DHS). No warranty is implied or attached with this report.

Methodology:

Analysis for the presence of asbestos fibers in bulk samples is performed using polarized light microscopy (PLM) and dispersion staining techniques. This is done in accordance with current U.S. Environmental Protection Agency (USEPA) protocols, EPA 600/R-93/116 (July, 1993). Reportable limit for bulk asbestos fiber concentration is 1% based on EPA / Polarized Light Microscopy (PLM).

4.0 RECOMMENDATIONS

Requirements for Renovation/Demolition Activities:

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAPs) dictates that all Friable asbestos-containing-material (ACM), be removed prior to renovation/demolition. The previously identified category 1 or 11 asbestos-containing-materials (ACMs) are required to be abated prior to demolition if the ACM will be impacted, and if attached building material substrates (i.e. concrete) are to be crushed, pulverized, reused or recycled.

The State of Wisconsin Department Family Services (DFS) requires properly trained and certified asbestos workers to conduct the asbestos removal activities.

A qualified asbestos abatement contractor must remove all of the required asbestos-containing-materials (ACMs) from the buildings/structures prior to the building(s) being renovated.

A **Notification of Demolition and/or Renovation (form 4500-113)** is required to be filed with the State of Wisconsin Dept. of Natural Resources prior to commencing with all commercial demolition activities. This notification/permit is required to be filed with the WDNR a minimum of 14 "working" days prior to starting any demolition/renovation activities. Weekend days cannot be counted in the Notice of Intent Process. A WEB WDNR Filing format is now available. Check with the WDNR or with us if you would like further online WDNR filing direction.

5.0 STANDARD OF CARE

The recommendations in this report represent our professional opinions and current-guide lines for asbestos in buildings. These opinions were arrived at in accordance with currently accepted architectural, engineering, minimum code and industrial hygiene practices at this time and location. Other than this, no warranty is implied or intended. All Asbestos Inspection services comply with State and Federal regulatory agencies governing our work practices. All persons performing asbestos-related work activities are certified by the State of Wisconsin Department of Health Services (DHS).

6.0 REMARKS

Please feel free to contact Badger Environmental Services, L.L.C. with any questions or concerns regarding the information provided in this inspection report.

Respectfully Submitted by;

BADGER ENVIRONMENTAL SERVICES, L.L.C.



Steven P. Davis

WI. Licensed Asbestos Inspector # AII-3347

End of Report-

09-29-2022

DATE

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