

VILLAGE OF LOMIRA

BID BOOK

PROJECT 2024-2

Asbestos abatement, buildings demolition, and property restoration

Parcel 146-1317-1541-003  
Located at 606 Main Street, Lomira

Property is privately owned. Raze order has been issued on the property. The owner has not complied; Village of Lomira to raze buildings.

Ad for Bids published 4/18/24 Dodge County Pionier and published on [www.villageoflomira.gov/project-bid](http://www.villageoflomira.gov/project-bid) on 4/12/24

VILLAGE OF LOMIRA, WISCONSIN  
REQUEST FOR PROPOSAL TO RAZE BUILDING AND  
RESTORE LOT AT  
606 MAIN STREET, LOMIRA (FORMER MILL) WITH INSTRUCTIONS TO PROPOSERS

ISSUED: April 11, 2024

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

**DEADLINE FOR RECEIPT. May 8<sup>th</sup>, 2024 at 1pm**

**VILLAGE OF LOMIRA OFFICE WHERE FILED.** Village Clerk's Office, Lomira Municipal Building, 425 Water Street, Lomira, WI 53048.

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

**FOR MORE INFORMATION.** Call Nick Roskopf, Director of Public Works at (920) 269-8155 or email [nroskopf@villageoflomira.gov](mailto:nroskopf@villageoflomira.gov).

**STRUCTURE TO BE RAZED WITHIN THE VILLAGE OF LOMIRA**

**Address:** 606 Main Street, Lomira, WI

**53048 Tax Parcel #:** 146-1317-1541-003

**Description:** LOTS 5,6,7,8,9 Block A of the Original Plat of Lomira, in the Village of Lomira, Dodge County, Wisconsin, excepting that portion dedicated as Main Street.

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

**ASBESTOS 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 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. Village of Lomira reserves the right to reject any proposal which does not include this delineated information or if in the Village of Lomira'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 Village of Lomira 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 extension 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 Village 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 VILLAGE 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 Village of Lomira furnished data.

To schedule an inspection of the building prior to submitting a proposal, please contact Nick Roskopf at (920) 269-8155 or email [nroskopf@villageoflomira.gov](mailto:nroskopf@villageoflomira.gov).

**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 Village of Lomira will enter into a Contract, through the Director of Public Works, with the Proposer deemed most qualified. In making this determination, the Village of Lomira 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 Village of Lomira 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 Village of Lomira, 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 Village 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 Village of Lomira 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 BUILDINGS IN THE VILLAGE OF LOMIRA**

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

#### **DEMOLITION**

1. Submit Local Village Raze Permit (permit fee waived for this project)
2. Raze and removal of all buildings and buildings' materials from the site.
3. Raze and removal of the footings including scale pit to 2ft. below grade, break up the foundation floor for drainage, fill remaining foundation with gravel to grade
4. Properly remove and dispose of all Regulated Asbestos Containing Material 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.
7. Public sidewalk shall remain in current condition; damage to repair at Contractor's expense

#### **ENVIRONMENTAL WORK**

1. File DNR Asbestos Notification Application (Form 4500-113) and supply same to Village of Lomira.
2. Removal and proper disposal of asbestos-containing materials (as listed in the A&A Environmental Report dated March 20, 2024)

#### **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 Village of Lomira 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 after May 9, 2024. 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 May 9, 2024, unless an extension has been approved in writing by the Village of Lomira. 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 Village of Lomira 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 Village of Lomira 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.

## **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 110 of the Municipal Code for the Village of Lomira.

## **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 Village of Lomira 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 Village of Lomira, 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 Village of Lomira 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 Village of Lomira 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 Village of Lomira 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 Village of Lomira 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.

**BID FORM – PROJECT 2024-2 VILLAGE OF LOMIRA**

\_\_\_\_\_ Proposes to supply labor, equipment, materials, trucking, and disposal as needed to complete all asbestos abatement and demolition of buildings located at 606 Main Street, Lomira, Wisconsin.

**Demolition:**

- Demolition and removal of buildings and building materials from the site.
- Raze and removal of the footings including scale pit to 2ft. below grade, break up the foundation floor for drainage, fill remaining foundation with gravel to grade
- All other materials shall be recycled, salvaged or property 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 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 March 20, 2024).

**Total Bid:** \$ \_\_\_\_\_

\_\_\_\_\_ 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 Village of Lomira, 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 Village 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 or after May 9, 2024 and be completed on or before July 9, 2024.

**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 VILLAGE OF LOMIRA,  
A WISCONSIN MUNICIPALITY

By: \_\_\_\_\_  
President  
\_\_\_\_\_  
Village Administrator

**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 Village of Lomira

It is hereby agreed and understood that the insurance required by the Village of Lomira is primary and non-contributing coverage and that any insurance or self-insurance maintained by the Village of Lomira, 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 Village of Lomira. 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. Village of Lomira 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 Village of Lomira
- 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 – Village of Lomira, 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 Village of Lomira, 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 Village of Lomira and satisfied by the contractor.
- F. Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the Village of Lomira 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 Village of Lomira, 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 Village of Lomira.

It is hereby agreed and understood that the insurance required by the Village of Lomira is primary coverage and that any insurance or self-insurance maintained by the Village of Lomira, 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 Village of Lomira.
- 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 Village of Lomira
- 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 Village of Lomira, and its officers, council members, agents, employees and authorized volunteers.
- C. Certificates of Insurance acceptable to the Village of Lomira shall be submitted prior to commencement of the work to the applicable department.

## INDEMNIFICATION

\_\_\_\_\_ hereby agrees to indemnify, defend and hold harmless the Village of Lomira, 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 the Village of Lomira 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 Village of Lomira, its elected and appointed officials, officers, employees, agents 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 Village of Lomira, 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.

**ENCLOSED: APPENDIX A: A&A Environmental Services Asbestos Inspection Report**







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

March 20, 2024

Nick Roskopf  
Director of Public Works  
Village of Lomira, WI  
(262) 689-6799  
(920) 269-8155  
nroskopf@villageoflomira.gov

RE: 606 Main Street, Lomira, WI 53048

On March 14, 2024 an asbestos inspection for conventional demolition was completed on the old feed mill located at 606 Main Street in Lomira, WI

### **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 friable asbestos (RACM) or asbestos that will become friable during conventional demolition or renovation. These materials must be properly removed prior to renovation.

1. Floor tile, Sample 1 bottom layer of green floor tile in the office area – 750 Sq Ft
2. Flashing tar below 4 tower windows, Sample 16 – 4 Sq Ft (4 windows)
3. Silver paint on grain tower tin, Sample 17 – 13,100 Sq Ft
4. Tar on brick building from former roof line, Sample 20 – 8 lin ft (1 Sq Ft)
5. Stored floor tile on plywood sheet in brick building, Assumed, - 32 Sq Ft
6. Asbestos cement board siding on gable ends of brick building, Assumed – 220 Sq Ft

The silver paint although bonded well and could potentially be considered a non-friable material it also has the potential to become friable during demolition. Please consult with the dnr to see how they would like the material handled. It differs from inspector to inspector, contacting the dnr and talking them through the project is the best option when it comes to paint and asbestos containing coatings.

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

1. Floor tile mastic
2. 12x12 Floor tile
3. Ceiling tile, Multiple
4. Sheet vinyl
5. Sheet vinyl mastic
6. Shingles, Multiple
7. Wall board mastic
8. Tar paper
9. Asphalt siding
10. Electrical pannel insulation block
11. Door caulk
12. Expansion joint caulk

**Universal Waste**

Central air unit - 1

**Building information**

**Age- 110 years old**

**Floors – 3**

**Living units – 0**

**Buildings to be demolished – 2**

**Buildings combined Sq Ft – 9,900**

A&A Environmental 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

March 19, 2024

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

**CLIENT PROJECT:** Village of Lomira, 606 Main Street, Lomira, WI, aaes  
**CEI LAB CODE:** B245294

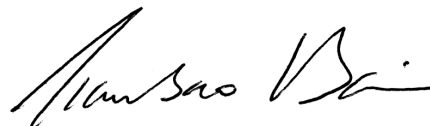
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on March 18, 2024. 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: Village of Lomira, 606 Main Street, Lomira, WI, aaes

LAB CODE: B245294

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

REPORT DATE: 03/19/24

TOTAL SAMPLES ANALYZED: 27

# SAMPLES >1% ASBESTOS: 4



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# Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

**PROJECT:** Village of Lomira, 606 Main Street,  
Lomira, WI, aaes

**LAB CODE:** B245294

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		B245294.01	Green	Floor Tile	<b>Chrysotile 7%</b>
2	Layer 1	B245294.02	Black	Mastic	None Detected
	Layer 2	B245294.02	Yellow	Mastic	None Detected
	Layer 3	B245294.02	Gray	Leveling Compound	None Detected
3		B245294.03	Off-white	Floor Tile	None Detected
4		B245294.04	Black,Brown	Mastic	None Detected
5		B245294.05	White,Off-white	Ceiling Tile	None Detected
6		B245294.06	White,Off-white	Sheet Vinyl	None Detected
7		B245294.07	Off-white	Mastic	None Detected
8		B245294.08	White,Off-white	Ceiling Tile	None Detected
9		B245294.09	Off-white,White	Mastic	None Detected
10		B245294.10	Black,Blue	Shingle	None Detected
11		B245294.11	Black	Tarpaper	None Detected
12		B245294.12	White,Brown	Shingle	None Detected
13		B245294.13	Gray,Black	Shingle	None Detected
14		B245294.14	Black	Tarpaper	None Detected
15		B245294.15	Gray,Black	Asphalt Siding	None Detected
16		B245294.16	Gray,Black	Tar	<b>Chrysotile 2%</b>
17		B245294.17	Silver	Silver Paint	<b>Chrysotile 5%</b>
18		B245294.18	White,Brown	Shingle	None Detected
19		B245294.19	Black	Tarpaper	None Detected
20		B245294.20	Gray,Black	Tar	<b>Chrysotile 5%</b>
21		B245294.21	Gray	Electrical Panel Switch	None Detected
22		B245294.22	White	Caulking	None Detected
23	Layer 1	B245294.23	Gray	Cementitious Material	None Detected
	Layer 2	B245294.23	Off-white,Gray	Cementitious Material	None Detected
	Layer 3	B245294.23	Tan,Brown	Cementitious Material	None Detected

# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

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

**Lab Code:** B245294  
**Date Received:** 03-18-24  
**Date Analyzed:** 03-19-24  
**Date Reported:** 03-19-24

**Project:** Village of Lomira, 606 Main Street, Lomira, WI, aaes

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
1 B245294.01	Floor Tile	Homogeneous Green Fibrous Bound	93%		Vinyl		<b>7% Chrysotile</b>
2 Layer 1 B245294.02	Mastic	Homogeneous Black Fibrous Bound	2%	Cellulose	98%	Tar	None Detected
----- Layer 2 B245294.02	Mastic	Homogeneous Yellow Non-fibrous Bound	<1%	Cellulose	100%	Mastic	None Detected
----- Layer 3 B245294.02	Leveling Compound	Heterogeneous Gray Fibrous Bound	10%	Cellulose	5% 55% 30%	Paint Binder Calc Carb	None Detected
3 B245294.03	Floor Tile	Homogeneous Off-white Non-fibrous Bound			100%	Vinyl	None Detected
4 B245294.04	Mastic	Homogeneous Black,Brown Fibrous Bound	5%	Cellulose	85% 10%	Tar Binder	None Detected
5 B245294.05	Ceiling Tile	Heterogeneous White,Off-white Fibrous Bound	60% 20%	Cellulose Fiberglass	5% 15%	Paint Perlite	None Detected

# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

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## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
6 B245294.06	Sheet Vinyl	Heterogeneous	25%	Cellulose	50%	Vinyl	None Detected
		White,Off-white Fibrous Bound	5%	Fiberglass	20%	Binder	
7 B245294.07	Mastic	Homogeneous	5%	Cellulose	95%	Mastic	None Detected
		Off-white Fibrous Bound					
8 B245294.08	Ceiling Tile	Heterogeneous	60%	Cellulose	5%	Paint	None Detected
		White,Off-white Fibrous Bound	20%	Fiberglass	15%	Perlite	
9 B245294.09	Mastic	Heterogeneous	<1%	Cellulose	100%	Mastic	None Detected
		Off-white,White Non-fibrous Bound			<1%	Paint	
10 B245294.10	Shingle	Heterogeneous	20%	Cellulose	10%	Gravel	None Detected
		Black,Blue Fibrous Bound	35%	Synthetic Fiber	35%	Tar	
11 B245294.11	Tarpaper	Homogeneous	45%	Cellulose	30%	Tar	None Detected
		Black Fibrous Bound	25%	Synthetic Fiber			
12 B245294.12	Shingle	Heterogeneous	65%	Cellulose	15%	Gravel	None Detected
		White,Brown Fibrous Bound			20%	Tar	

# ASBESTOS BULK ANALYSIS

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## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
<b>13</b> B245294.13	Shingle	Heterogeneous Gray,Black Fibrous Bound	55%	Cellulose	15%	Gravel 30% Tar	None Detected
<b>14</b> B245294.14	Tarpaper	Homogeneous Black Fibrous Bound	45%	Cellulose	30%	Tar	None Detected
<b>15</b> B245294.15	Asphalt Siding	Heterogeneous Gray,Black Fibrous Bound	55%	Cellulose	15%	Gravel 30% Tar	None Detected
<b>16</b> B245294.16	Tar	Homogeneous Gray,Black Fibrous Bound	5%	Cellulose	93%	Tar	<b>2% Chrysotile</b>
<b>17</b> B245294.17	Silver Paint	Homogeneous Silver Fibrous Bound	<1%	Cellulose	30%	Tar 65% Paint	<b>5% Chrysotile</b>
<b>18</b> B245294.18	Shingle	Heterogeneous White,Brown Fibrous Bound	60%	Cellulose	15%	Gravel 25% Tar	None Detected
<b>19</b> B245294.19	Tarpaper	Homogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar	None Detected





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# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

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**Lab Code:** B245294  
**Date Received:** 03-18-24  
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**Project:** Village of Lomira, 606 Main Street, Lomira, WI, aaes

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
<b>20</b> B245294.20	Tar	Homogeneous Gray,Black Fibrous Bound	<1%	Cellulose	95%	Tar	<b>5% Chrysotile</b>
<b>21</b> B245294.21	Electrical Panel Switch	Homogeneous Gray Non-fibrous Tightly Bound			85% 15%	Binder Silicates	None Detected
<b>22</b> B245294.22	Caulking	Homogeneous White Fibrous Bound	2% <1%	Wollastonite Talc	98%	Caulk	None Detected
<b>23</b> Layer 1 B245294.23	Cementitious Material	Homogeneous Gray Non-fibrous Bound			15% 50% 35%	Silicates Binder Calc Carb	None Detected
No caulk present, sample appears to be cementitious material							
Layer 2 B245294.23	Cementitious Material	Homogeneous Off-white,Gray Non-fibrous Tightly Bound			65% 20% 15%	Silicates Binder Calc Carb	None Detected
Layer 3 B245294.23	Cementitious Material	Homogeneous Tan,Brown Non-fibrous Bound			60% 30% 10%	Silicates Binder Calc Carb	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.*

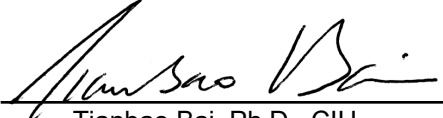
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Information provided by customer includes customer sample ID and sample description.

**ANALYST:** \_\_\_\_\_

  
Lewis Winfield

**APPROVED BY:** \_\_\_\_\_

  
Tianbao Bai, Ph.D., CIH  
Laboratory Director

