

**THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO REMOVE AND DISPOSE
OF ASBESTOS CONTAINING MATERIAL AND UNIVERSAL WASTE,
RAZE STRUCTURE(S), AND RESTORE LOT(S) WITH INSTRUCTIONS TO PROPOSERS**

PROPOSAL NO.

ISSUED:

The City of Kenosha, Wisconsin, will receive proposals for the removal and disposal of Asbestos Containing Material and Universal Waste, the razing of the structure(s), and the restoration of the lot(s) described below in accordance with this Request for Proposal with Instructions to Proposers and the enclosed Detailed Description of Work to be Performed, the Environmental Inspection Reports, the General Specifications and Conditions, and the Contract.

DEADLINE FOR RECEIPT OF PROPOSAL.

PROPOSAL OPENING.

CITY OFFICE WHERE FILED. Department of Finance, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.

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

MANDATORY INSPECTION AND REVIEW OF SITE AND CITY DATA. Each Proposer has an obligation to examine the site(s) upon which the Work will be performed to assess conditions and to review any City furnished data.

The City will open the structure(s) and lot(s) on Tuesday, February 16, 2021 at 10:00 a.m. to give Proposers an opportunity to inspect the structure(s) and to ask staff questions. Each Proposer will be required to provide their own lighting and ladders for their inspections.

Inspections will begin at 1516 69th Street. Attendees are encouraged to wear a cloth face covering during the inspection.

The City will not accept a Proposal from any Proposer who has not signed in indicating that the Proposer has inspected the structure(s) and lot(s), or has not made other inspection arrangements with City staff.

FOR MORE INFORMATION. Contact Zohrab Khaligian, Community Development Specialist, Community Development, 625 52nd Street, Room 308, Kenosha, Wisconsin 53140, (262) 653-4030, zkhaligian@kenosha.org

ASBESTOS AND UNIVERSAL WASTE REMOVAL AND DISPOSAL. Environmental Inspection Reports indicating the description, location and quantity of Category I, Category II, Regulated Asbestos Containing Material (RACM), and Universal Waste to be removed and disposed of are attached. The Proposer shall be certified by the Wisconsin Department of Health Services to perform asbestos removal and disposal or shall be required to subcontract with an entity certified by the Wisconsin Department of Health Services to perform asbestos removal and disposal. Proof of certification shall be provided to the City. The Proposer shall file all reports regarding asbestos removal and disposal required by Federal and State law, rules and regulations. All Category I, Category II, Regulated Asbestos Containing Material (RACM), and Universal Waste shall be removed prior to razing the structure(s).

STRUCTURE(S) TO BE RAZED AND LOT(S) TO BE RESTORED.

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CONTRACT REQUIRED. The Proposer selected to perform the Work will be required to execute a Contract and related documents on City forms as a condition of performing the Work. All Work is to be performed in accordance with the Contract. A copy of the specimen Contract is enclosed.

LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000.00), AND DISPOSAL SITES. Proposals shall include on the attached City form a complete list of all subcontractors, including all subcontractors responsible for the removal and disposal of any Category I, Category II, Regulated Asbestos Containing Material (RACM), and Universal Waste, together with a complete list of all major material suppliers which are suppliers furnishing over \$5,000.00 in materials. The class of Work to be performed by each subcontractor and major material supplier shall also be

provided. The completed list shall also include the disposal sites to be used and where Federal or State law requires certain regulated materials to be disposed of in a Federal or State licensed or permitted disposal site, then such disposal sites shall be used and their License/Permit Number included. The list must be approved by the City and cannot be altered after submission without the written consent of the City. The City reserves the right to reject any Proposal which does not comply with this Paragraph or if in the City's determination any listed subcontractor or major material supplier is deemed not appropriately qualified.

ENVIRONMENTAL MATTERS. Where the Work requires environmental process, abatement, remediation or disposal in a Federal or State licensed or permitted disposal site, the Proposer may propose alternate methods of doing the Work with the cost of each alternative separately noted.

AWARD OF CONTRACT. The City will enter into a Contract with the Proposer deemed most qualified. In making this determination, the City will consider with respect to each Proposer: general qualifications, 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 or nonconforming Proposals, to reject all Proposals and request new Proposals, to accept a Proposal for an individual structure and lot, any combination of structures and lots, or all structures and lots, to accept Proposal(s) if advantageous to the City, or to select the most qualified Proposal. This project is not a public construction contract under Wisconsin law and the City is not required to award the Contract to the lowest responsible Proposer.

COMMENCEMENT AND DILIGENT COMPLETION OF WORK. The Proposer 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 General Specifications and Conditions.

EXECUTION OF DOCUMENTS. 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 the 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 an exception.

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.
3. List of Subcontractors and Major Material Suppliers (including disposal site with DNR Permit Number, if any).

PROPOSAL NO.

PROPOSAL

Finance:

A representative of this organization has inspected the structure(s) and lot(s) described below at the specified location(s), and hereby submits the following Proposal to Remove and Dispose of Asbestos Containing Material (RACM) and Universal Waste, Raze Structure(s) and to Restore Lot(s) at the following prices, to be firm for thirty (30) days from the date of this Proposal, subject to the Proposal being accepted within that time and a Contract entered into for that price.

_____	_____
Address	Tax Parcel No.
\$ _____	_____
Dollar Amount	Written Dollar Amount
_____	_____
Address	Tax Parcel No.
\$ _____	_____
Dollar Amount	Written Dollar Amount
_____	_____
Address	Tax Parcel No.
\$ _____	_____
Dollar Amount	Written Dollar Amount
_____	_____
Address	Tax Parcel No.
\$ _____	_____
Dollar Amount	Written Dollar Amount
\$ _____	_____
TOTAL DOLLAR AMOUNT	TOTAL WRITTEN DOLLAR AMOUNT

DISPOSAL SITE: _____

DISPOSAL SITE PERMIT NUMBER: _____

Continued on next page

The effective date of the Contract shall be the date of last execution. The Work shall commence and deadlines for performance shall commence upon notification of execution of the Contract with directions to proceed from the City. The Contractor shall furnish sufficient labor, material, equipment and supervision in order to complete the Work within the required time of performance.

Respectfully submitted,

Firm: _____

Signature: _____

Type/Print Name: _____

Title: _____

Date: _____

PROPOSAL NO.

DETAILED DESCRIPTION OF WORK TO BE PERFORMED

The following tasks which are hereafter referred to as the "Work" are to be performed in accordance with the Request for Proposal with Instructions to Proposers, the Environmental Inspection Reports, the General Specifications and Conditions, and the Contract.

PROPOSAL NO.

GENERAL SPECIFICATIONS AND CONDITIONS

ASBESTOS CONTAINING MATERIAL. Category I, Category II and Regulated Asbestos Containing Material (RACM), are defined in 40 C.F.R. 61.141.

The Contractor shall warrant that all Work performed under the Contract by the Contractor, subcontractors, and major material suppliers shall be performed in accordance with all Federal, State and local laws, rules and regulations, including but not limited to the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.

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

EQUIPMENT AND MATERIAL STORAGE. The use of any other parcel of land for the storing of equipment and materials is prohibited unless specifically permitted by the Director of Community Development and the Director of Public Works or their designee. A public right-of-way may not be used for the storing of equipment and materials without the Contractor obtaining a Street Opening/Occupying Permit from the Department of Public Works.

PERMITS, APPROVALS AND TIME OF PERFORMANCE. The Contractor shall obtain all required permits and approvals to perform the Work within fifteen (15) calendar days of notification of execution of the Contract with directions to proceed from the City. The Work shall be completed within forty-five (45) calendar days of notification of execution of the Contract with directions to proceed from the City. The Work shall be diligently performed until complete in accordance with the Contract, time being of the essence with respect to the commencement and completion of the Work. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the Work within the required time of performance. Time lost and any costs incurred by the Contractor due to the Contractor's lack of coordination with the City or the Contractor's subcontractors and major material suppliers shall not be grounds for a claim for additional compensation or an extension of time to complete the Work.

UTILITY SERVICES. The Contractor shall be required to contact Diggers Hotline for utility locations prior to the commencement of any Work. Prior to obtaining a Raze Permit, the Contractor shall disconnect and cap all sanitary sewer, storm sewer and water laterals in accordance with Chapter 32 of the Code of General Ordinances. The City shall disconnect gas and electrical power and remove power lines from the structure(s) to be razed.

FOUNDATION, FLOOR AND CONCRETE REMOVAL. The foundation and floor shall be completely removed. All concrete and/or gravel on the premises except for City public sidewalks not marked shall be removed. The Contractor must contact the Department of Community Development for an inspection of the excavation before backfilling begins on-site.

DRIVEWAY APPROACH REMOVAL AND SITE RESTORATION. The Contractor shall remove existing driveway approaches within the property limits. This Work shall also include disposing of the resulting materials, backfilling trenches and pits with appropriate backfill material, seeding and mulching, and site cleanup. The Contractor shall obtain all permits required for removing driveway approaches prior to beginning Work within the public right-of-way. If any utilities or structures exist within the removal limits, the Contractor shall be responsible for contacting the City and other appropriate authorities promptly.

CURB AND GUTTER REMOVAL AND REPLACEMENT. The Contractor shall remove the existing concrete curb and gutter driveway opening to an existing joint and shall replace said section with a "full-head" concrete curb and gutter. This Work shall be done in accordance with the current edition of the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction.

If an existing curb and gutter section is overlaid with asphaltic pavement, the Contractor shall reconstruct the curb and gutter section and resurface it with asphaltic pavement. The Contractor shall saw-cut the pavement and curb and gutter section in accordance with the Department of Public Works requirements. This Work shall be inspected prior to pouring.

This Work shall also consist of saw-cutting, removing and replacing unsuitable foundation underlying the curb and gutter section; providing, installing and compacting crushed aggregate base course; concrete masonry, expansion felt, finishing, curing and protecting; cleaning, backfilling, restoring disturbed areas and disposal of excess material; tools, labor, material, equipment, and other incidentals necessary to complete the Work. The Contractor shall obtain all permits required for removing and replacing curb and gutter prior to the beginning such Work within the public right-of-way. If any utilities or structures exist within the removal limits, the Contractor shall be responsible for contacting the City and other appropriate authorities promptly.

PUBLIC SIDEWALK REMOVAL AND REPLACEMENT. The Contractor shall remove and replace any public sidewalk marked for removal by the City and any public sidewalk damaged by the Contractor in course of performing the Work. The replacement shall be done using 1-1/4" base aggregate. The Contractor shall be responsible for maintaining the integrity of the public sidewalk after the removal of the foundation walls. The Contractor shall obtain all required permits for the removal and replacement of any public sidewalk. If the public sidewalk is undermined during the raze process, the City of Kenosha's Department of Public Works shall, in its sole discretion, decide whether the sidewalk must be reconstructed and replaced. The Work shall consist of saw-cutting, removing and replacing unsuitable foundation underlying the public sidewalk; providing, installing, and compacting crushed aggregate base course; concrete masonry, expansion felt, finishing, curing and protecting; cleaning, backfilling, restoring disturbed areas and disposal of excess material; tools, labor, material, equipment and all other incidentals necessary to complete Work in accordance with the current edition of the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction.

REMOVAL OF MATERIAL AND DEBRIS. The Contractor shall remove all combustible material, shrubs, junk and debris from the site.

DAMAGE OR THEFT. The City does not assume any responsibility to protect any structure 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 MATERIAL AND FINAL GRADING. The Contractor shall use clean fill material with stones not exceeding three inch (3") in diameter and shall fill the lot to match the public sidewalk grade and adjacent lot line grade. A description and the original source of the fill material is required. Soil testing will be necessary if the source of the fill material is not from a historically clean site or is from an unknown source. The Contractor shall not assume that fill material will be available from the Department of Public Works or the Kenosha Water Utility. No price based upon these assumptions shall be provided and will cause rejection of the Proposal. The final grading plan shall be approved by the City's Erosion Control Inspector.

EROSION CONTROL. The Contractor shall be responsible for obtaining an Erosion Control Permit and for complying with the Land-Disturbing Erosion and Sediment Control Ordinance as set forth in Chapter XXXIII of the Code of General Ordinances for City of Kenosha.

TOP SOIL, SEEDING AND MULCHING. Upon completion of the demolition, the Contractor shall fill the lot with four (4") to six (6") inches of top soil which shall be seeded with seed mixture 40 or other approved seed mixture and mulched with hay, straw, or other material approved by the City. Seeding and mulching shall be completed when conditions will allow as determined by the City. Top soil shall be clear of rocks, twigs, foreign materials and clumps that cannot be broken down in order to provide a uniformly textured soil.

DEMOLITION TECHNIQUES. The Work shall be performed in accordance with accepted demolition techniques of the National Association of Demolition Contractors, incorporated herein by reference. Water shall be used as a dust suppressant whenever practicable.

BLASTING PROHIBITED. The Work will not be performed through blasting with explosives.

STATUTORY SWORN STATEMENT. _____,

also deposes and states that he/she has examined the Request for Proposal with Instructions to Proposers, the Detailed Description of Work to be Performed, the Environmental Inspection Reports, the General Specifications and Conditions, and any City furnished data, has investigated the site and the site conditions, and has carefully prepared the Proposal from the Request for Proposal with Instructions to Proposers, the Detailed Description of Work to be Performed, the Environmental Inspection Reports, the General Specifications and Conditions, and any City furnished data, and checked the same in detail before submitting this Proposal. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

Signed: _____

Typed Name: _____

Title: _____

Date: _____

STATE OF _____)
:SS.
COUNTY OF _____)

Subscribed and sworn to before me this _____
day of _____, 20____.

Signature

Print Name

Notary Public, _____ County, _____

My Commission expires/is: _____

CONTRACT TO REMOVE AND DISPOSE OF ASBESTOS CONTAINING MATERIAL AND UNIVERSAL WASTE, RAZE STRUCTURE(S) AND RESTORE LOT(S)

PROJECT NO.

Between

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

And

This Contract to Remove and Dispose of Asbestos Containing Material and Universal Waste, Raze Structure(s) and Restore Lot(s) ("Contract") effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 ("City") and _____, with offices located at _____ ("Contractor"), collectively referred to as the Parties.

WITNESSETH:

Whereas, the Contractor has submitted a written Proposal to the City to remove and dispose of asbestos containing material and universal waste, raze specific structure(s) and restore lots according to the Request for Proposal with Instructions to Proposers, the Detailed Description of Work to be Performed, the Environmental Inspection Reports, and the General Specifications and Conditions contained in the Request for Proposal, and the City has accepted the Contractor's Proposal, subject to the Contractor entering into and abiding by the terms and conditions of this Contract.

Now, Therefore, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

1. Definitions.

- a. City shall mean the City of Kenosha, Wisconsin.
- b. Contract shall mean this executed Contract and shall include the following documents:
 - Request for Proposal with Instructions to Proposers
 - Detailed Description of Work to be Performed
 - Environmental Inspection Reports

- General Specifications and Conditions
- Proposal
- Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal
- Performance and Payment Bond
- Permit to Raze
- List of Subcontractors and Major Material Suppliers
- Certificates of Insurance
- State Notifications and Approvals
- Determinations of City Representative in Charge of Project
- Affidavit Respecting Construction Lien Waivers/Releases
- Change Orders
- Contract notices and such other documents as are referenced herein.

Any of the foregoing documents which are not physically attached to this Contract are on file in the Finance Department and are incorporated into this Contract by reference.

- c. Contractor shall mean the party who proposed to do the Work herein described and whose Proposal was accepted by the City. Contractor shall also mean any approved subcontractors and major material suppliers.
- d. Director shall mean the City's Director of Community Development, or his or her designee.
- e. Overpayment shall mean any money the Contractor received which the Contractor was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was redone or replaced and accepted by the City.
- f. Work shall mean any contractual endeavor undertaken by the Contractor and/or any of the Contractor's approved subcontractors and major material suppliers to accomplish the removal and disposal of all Category I, Category II, Regulated Asbestos Containing Material (RACM), and Universal Waste from the specified structures, the razing of the specified structures, and the restoration of the specified lots, all in accordance with the Request for Proposal with Instructions to Proposers, the Detailed Description of Work to be Performed, the Environmental Inspection Reports, and the General Specifications and Conditions contained in the Request for Proposal.

2. Work To Be Performed By Contractor And Price/Cost.

The Contractor, for the sum of _____ , (\$_____), will perform and complete, or will cause to be performed and completed, all the Work defined in this Contract, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Contract for:

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The Work shall be performed in accordance with the Request for Proposal with Instructions to Proposers, the Detailed Description of Work to be Performed, the Environmental Inspection Reports, and the General Specifications and Conditions contained in the Request for Proposal. In the event of a conflict between this Contract, the Detailed Description of Work to be Performed, the Environmental Inspection Reports, and the General Specifications and Conditions shall control and supersede any inconsistent Contract provision.

3. Commencement And Diligent Prosecution Of Work.

The Contractor will prosecute the Work diligently until fully complete in accordance with this Contract. The Contractor shall obtain required permits and commence with the Work no later than fifteen (15) calendar days of notification of execution of the Contract with directions to proceed from the City. The Work is to be completed within thirty (30) days of notification of execution of the Contract with directions to proceed from the City. In the event of a dispute respecting quantity or quality of the Work, the Contractor shall not refuse to

perform the Work and shall not delay the performance of the Work pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts. The Contractor has the duty of requesting an extension of time to complete the Work from the Director, in writing, prior to the time for Contract completion, where the progress of the Work was delayed such that the Work will not be completed on time, and the Contractor was not responsible for such delay. Should the Director grant an extension, the Contractor will not be liable for liquidated damages arising out of the delay. Should the Director determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, the Director shall provide the Contractor with written notice requiring the Contractor to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the Contractor to take such extraordinary measures shall be grounds for the City to suspend the Work by the Contractor and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent the Director from stopping the Contractor from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. Contract Term.

The term of this Contract shall be from the last date of execution until each of the following:

- a. Respecting Work, until completion and acceptance.
- b. Respecting Warranty, until expiration of warranty term.
- c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of any applicable statute of limitations where no claims have been filed.

5. Termination For Cause.

In the event either Party should fail to fulfill in a timely manner its obligations under this Contract, the non-breaching Party shall thereupon have the right to terminate this Contract by giving a ten (10) day written notice to the breaching Party of such breach and specifying the date of the termination if the breaching Party has not timely rectified and remedied the purported breach to the satisfaction of the Party that gave notice of the breach. The Contractor shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the Director, except as necessary to cure the default, but not beyond the specified date of termination.

6. Performance And Payment Bond/Assurance.

The Contractor shall prior to approval of the Contract obtain a Performance and Payment Bond or other assurance required by the City, in a form approved by the City, in the sum of the accepted Proposal. The Contractor understands that the City

may file a claim against the bond or assurance should any of the provisions of this Contract not be faithfully and timely performed by the Contractor.

7. Director Decision Final.

Should any dispute arise at any time between the Contractor and the City as to the true meaning or requirements of this Contract, the manner of execution of the Work, the quality of the Work executed, the quality or quantity of materials used, or the timely completion of the Work, the decision of the Director shall be final and conclusive until and unless set aside by a Court of law. The Contractor agrees that should any decision of the Director be challenged in Court, the Court may only set aside a decision of the Director if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.

8. Methods, Labor, Equipment, Materials And Supplies.

The Contractor shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The Contractor is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.

9. Suspension Of Work By The City.

The Director shall have the authority to suspend the Work where the Director believes that the Contractor is not performing the Work in accordance with this Contract. The Contractor shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the Director.

10. Injunctions.

Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although the Contractor shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the Contractor shall be proportionately reduced to reflect the decrease in the scope of the Work.

11. Change Orders For Additional Work, Adjustment In Price.

The Contractor does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the City's Request for Proposal

with Instructions to Proposers. Increases in the scope of the Work shall result in a determination of the Contractor's additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the City and the Contractor, and upon approval and execution shall be considered a Contract amendment to be kept on file in City Department of Finance and incorporated into this Contract by reference. Should the Contractor refuse to sign a Change Order under circumstances where there is no discretion to do so, the Change Order will be in full force and effect without the Contractor's signature, provided the Director attaches thereto a written report so indicating.

12. Claims And Deadlines For Additional Compensation.

Any claim by the Contractor for additional compensation arising out of circumstances not covered by this Contract shall be submitted, in written form, to the Director within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves the Work which will be covered and unavailable for inspection within said fourteen (14) day period of time, the Contractor shall promptly provide the Director with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. The Contractor further has a duty to, from time to time, notify the Director of any facts or events which may lead to a claim for additional compensation as soon as the Contractor is aware of such facts or events.

13. Waiver Of Rights.

No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either Party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

14. Subcontractors, Major Material Suppliers, And Disposal Sites.

The Contractor will only use subcontractors, major material suppliers and disposal sites which are listed in this Contract. Major material suppliers shall be those providing over \$5,000.00 in materials. Any changes in said list must be approved by the City. The Contractor is responsible for the Work of subcontractors and/or suppliers and for delays in the Work occasioned thereby. The Contractor has a duty to remove and replace subcontractors and/or suppliers whose involvement in the Work will result in a breach of this Contract. Furthermore, should the Director determine the involvement of the subcontractors and/or suppliers in the Work will

result in a breach of the Contract, the Director shall have the right, in writing, to compel the Contractor to remove and replace said subcontractors and/or suppliers. Should the Contractor fail to comply with the requirements of providing notice or removing and replacing subcontractors and/or suppliers, the City shall have the option to declare the Contractor in breach and exercise the City's rights pursuant to Section 30 of this Contract.

15. Control And Protection Of Work Site.

The Contractor shall be responsible for the control and protection of the Work site from commencement of the Work until the Work is completed. The Contractor shall keep the site secure and inaccessible to the public.

16. Salvage Rights.

The Contractor shall have all salvage rights by virtue of this Contract.

17. City Cooperation.

City will reasonably cooperate with the Contractor to facilitate the Contractor's performance of the Work. The Contractor will provide reasonable notice to the City when the assistance thereof is requested. However, the City has no obligation to supervise or perform any part of the Work.

18. Governmental Permits And Approvals.

The Contractor is fully responsible, at the Contractor's cost and expense, to obtain such permits and approvals as may be required from any governmental body, including the City, as a precondition to the performance of the Work, including, but not limited to, raze permit, erosion control permit, permits to temporarily obstruct streets, and asbestos removal permits from the Wisconsin Department of Natural Resources where an exemption is not applicable.

19. Law, Rules And Regulations.

The Contractor shall comply with all Federal, State and local laws, rules, regulations and codes applicable to the performance of this Contract and the Work including, but not limited to, any requirements imposed by the Wisconsin Department of Natural Resources.

20. Contractor's Employees And On-Site Representatives.

Although the Contractor performs the Work as an independent contractor, the Director shall have the right to request the Contractor to remove and replace any of the Contractor's employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any City personnel associated with the Work. The Contractor shall comply with any

reasonable request. The Contractor, at all times the Work is being performed, shall assign an employee or agent on the Work site to be the person to whom the Director may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the Director, in writing, upon commencement of the Work.

21. Water Use.

The Contractor has the obligation to make arrangements with the Kenosha Water Utility for the use of water and may not use any Kenosha Water Utility hydrants or other water source without making arrangements in advance. The Contractor, where water is required, will be required to obtain a Hydrant Permit and meter from the Kenosha Water Utility, 4401 Green Bay Road. Any deposit and fee shall be paid by the Contractor.

22. Sanitation And Health.

The Contractor has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. The Contractor shall not use materials in such manner as to pose a health hazard. The Contractor shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee, public health, safety or welfare.

23. Inspection.

The City has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is in conformance with the Contract. However, only the Director can reject the Work. The use of inspectors by the City shall not relieve the Contractor of the duty of making its own inspections and of itself rejecting improper or defective Work by its employees, subcontractors, suppliers and agents. The failure of a City inspector to notice or reject improper or defective Work shall not waive any rights of the Director to have the Contractor take corrective action at the Contractor's cost and expense to remedy such deficiencies or defects when discovered. The use of inspectors by the City shall not relieve the Contractor of its duty to maintain a safe workplace.

24. Workmanship.

The removal and disposal of Category I, Category II, Regulated Asbestos Containing Material (RACM), and Universal Waste shall be performed in accordance with all Federal, State and local laws, rules and regulations, including but not limited to the National Emission Standards for Hazardous Air Pollutants (NESHAP). Demolition Work shall be performed in accordance with accepted demolition techniques of the National Association of Demolition Contractors. Equipment and procedures used must be suitable to and compatible with the nature

of the Work, the Work site, and the prevailing year round weather conditions which affect the Work and the Work site.

25. Utilities.

The Contractor has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at the Contractor's cost and expense. The City shall disconnect gas and electrical power and remove power lines from the structure(s) being razed.

26. Cleanup.

The Contractor shall at all times keep the site and off-site areas related to the Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the Work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work. Within ten (10) days after the completion of the Work, the Contractor shall remove all surplus materials, tools, equipment or plants, leaving the Work site and off-site areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the Contractor neglect any such duty, the Director may cause any such Work to be performed at the Contractor's cost and expense.

27. Foundations And Excavations.

The Contractor assumes all risks and costs and expenses associated with foundations and excavations, whether actual or, where in the City's opinion, there exists potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface conditions, surface waters, ice or snow. An inspection by the City shall be performed prior to back filling any excavation. The Contractor shall coordinate with the Department of Community Development to have the inspection performed. Should said inspection, in the City's opinion, indicate any potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface conditions, surface waters, ice or snow, the Contractor shall undertake any action requested by the City to address said potential.

28. Payment Of Employees, Subcontractors And Suppliers.

The Contractor shall promptly pay all employees, subcontractors and suppliers for all the Work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the Contractor shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The Contractor, as a condition of payment, shall execute and file an Affidavit Respecting Construction Lien Waivers/Releases with the City Director of Finance.

29. Liquidated Damages For Delays In Contract Completion.

In the event that the Contractor fails to complete the Work within the time the Work is requested to be completed or any extension of time for completion of the Work granted by the Director, the Contractor shall pay to the City for such delay the sum of Two Hundred (\$200.00) Dollars per day, for each and every day's delay in completing the Work. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the City from the Contractor.

30. Rights Of City Upon Contractor Default.

The Contractor recognizes the right of the City to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work or to itself perform such Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the Director. However, none of the above shall relieve the Contractor of its obligations under this Contract.

31. Overpayments And Setoffs Unrelated To Contract.

The Contractor will promptly, upon receipt of written demand from the Director, refund any overpayments received. Should the Contractor not comply with said demand within thirty (30) days of receipt of the written demand, the Contractor shall pay the City interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full. Should the Contractor owe the City any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the Contractor authorizes the City to deduct said amount from any payment due the Contractor hereunder.

32. Safety Precautions.

The Contractor, during the performance of the Work, shall assume control of the Work site and put up and properly maintain, at the Contractor's cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the Work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The Director may order the Contractor, by a time or date certain, to take designated safety measures and the failure of the Contractor to promptly obey said order shall result in a penalty of One Hundred (\$100.00) Dollars per day for each day said order is not complied with. The Contractor shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the Director or the City inspectors or lack thereof, in this regard. The Contractor has an obligation to

check warning and safety devices on a daily basis. In the event of termination of this Contract prior to completion of the Work, the Contractor shall continue to be responsible for maintaining the safety of the Work site until relieved of the obligation by the Director or until another contractor takes possession of the Work site.

33. Payment – Acceptance Of Work.

Payment shall be made by the City upon completion of the Work and submission of invoice to the City's Director of Finance, within fifteen (15) days after the Director executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:

Payment will not be made for so long as any order made to the Contractor by the Director seeking compliance with this Contract is not complied with. Payment will be reduced by the amount of any claim which the City may have against the Contractor for (i) improper, defective or rejected Work, (ii) liquidated damages due to delay in the schedule of time for the Work completion, (iii) failing to take safety precaution, (iv) the amount of set-offs authorized by this Contract, or (v) any other primary liability of the Contractor for which the City could be secondarily liable, which secondary liability was not assumed by the City under this Contract. The Work shall not be accepted by the Director until all employees, subcontractors and suppliers have been fully paid for all labor, services, supplies or materials provided thereby, and lien waivers or releases have been obtained and filed with the City's Department of Community Development.

34. Independent Contractors, Worker's And Unemployment Compensation.

The Contractor acknowledges that it is an independent contractor and that its employees and agents are not the employees of the City for purposes of Worker's and Unemployment Compensation or any other purpose. The Contractor shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

35. Prohibitions As To Assignment, Subcontracting And Joint Ventures.

The Contractor may not assign this Contract, enter into a joint enterprise or subcontract any Work without the express written approval of the Director and the City is not liable for any costs and expenses arising therefrom. Listed subcontractors, major material suppliers, and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subcontract shall render this Contract voidable by the Director as of the date thereof, and the City will not be obligated to pay to the Contractor any money for any of the Work performed by an unauthorized party. However, if this Contract is voided, the Contractor will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by the Director or until another Contractor takes possession of the

Work site. The Contractor will be responsible for any cost, loss, expense or damages, including actual attorneys fees, the City may incur in enforcing this provision.

36. Indemnification And Hold Harmless.

The Contractor agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless, the City, its officers, agents, employees and representatives, from and against any and all liability, loss, injury, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the City or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the Contractor or as a result of the willful or negligent act or omission of the Contractor and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.

37. Insurance.

The Contractor and subcontractors shall procure and maintain during the Contract term the minimum insurance coverages listed below, issued by a company licensed to do business in the State of Wisconsin, having a minimum AM Best Financial Strength Rating of "A" or better. The minimum insurance coverages listed below shall be verified by a Certificate of Insurance issued to the City of Kenosha as Certificate Holder and shall provide that should any of the described policies be canceled for any reason or any material changes are made, the issuing insurer will mail thirty (30) days written notice to the City before any cancellation or material change takes effect. The City shall be named as an additional insured with respect to the coverages required by Sections 37(a), 37(b), 37(c) and 37(e) listed below and the City shall be provided with the endorsements certifying that the City is an additional insured with respect to said policies. The coverages required by Sections 37(a), 37(b), 37(c) and 37(e) listed below shall be primary and any insurance, self-insurance or other coverage maintained by the City shall not contribute to it. The Contractor shall provide the City with a primary insurance endorsement certifying that the insurance coverages listed below are provided on a primary and noncontributory basis. The Contractor shall also provide the City with a waiver of subrogation endorsement.

The following minimum insurance coverages must be in effect and continue in effect during the Contract term:

- a) Commercial General Liability
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

- b) Automobile Liability (owned, non-owned, leased)
\$1,000,000.00 Combined Single Limit
- c) Pollution Legal Liability
\$2,000,000.00 Each Loss
- d) Worker's Compensation: Statutory Limits
Employer's Liability
\$100,000.00 Each Accident
\$100,000.00 Disease, Each Employee
\$500,000.00 Disease, Policy Limit
- e) Umbrella Liability
\$3,000,000.00. The umbrella liability policy shall not contain any exclusions or exceptions not identified in the Commercial General Liability, Automobile Liability or Pollution Legal Liability policies.

38. Cooperation.

The Contractor shall cooperate with representatives of any and all Local, Federal or State agencies having authority over the Work. Further, although the Contractor has possession of the Work site, the Contractor shall permit City employees and representatives, and employees and representatives of any Federal or State agency to have reasonable access to the Work site at all times.

39. Severability.

It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the Parties that all other provisions of this Contract shall remain in full force and effect.

40. Nondiscrimination.

In the performance of the Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.

41. No Third Party Beneficiaries.

This Contract is intended to be solely for the benefit of the Parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees of either of the Parties.

42. Full Agreement – Modification.

This Contract shall be the full and complete agreement and understanding of the Parties and shall supersede all oral or written statements or documents inconsistent herewith. This Contract can only be modified, in writing, by the mutual agreement of the Parties hereto, said amendment to be attached hereto and incorporated herein.

43. Notices.

Any notice required to be given to any Party to this Contract shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the Parties indicate in writing. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mail.

If to Contractor:

Attention: _____

If to City:

Director of Community Development
Municipal Building, Room 308
625-52nd Street
Kenosha, Wisconsin 53140

With a copy to:

Office of the City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, Wisconsin 53140

And

Department of Finance
Municipal Building, Room 208
625 52nd Street
Kenosha, Wisconsin 53140

44. Execution Authority.

Each of the undersigned hereby represents and warrants that: (a) such Party has all requisite power to execute this Contract; (b) the execution and delivery of this Contract by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Contract constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this Contract.

Signature pages follow

In Witness Whereof, the parties hereto have hereunto executed this Contract on the dates below given.

CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

By: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

By: _____
MATT KRAUTER, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
: SS.

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2021, John M. Antaramian, Mayor, and Matt Krauter City Clerk/Treasurer of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Contract of said municipal corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

PROJECT NO.

PERFORMANCE AND PAYMENT BOND

\$ _____

BY: (Principal) _____

**To And For The Benefit Of
The City of Kenosha, Wisconsin**

Know All Men By These Presents, that we,

as Principal, and _____, (Surety), are held and firmly bound unto the City of Kenosha, Wisconsin, a municipal corporation as Obligee in the full and just sum of _____, (\$ _____), lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with the Obligee for the above project, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform said Contract according to its terms, covenants and conditions and shall promptly pay all persons supplying labor or material to the Principal for use in the prosecution of the work under said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named Obligee's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution of the work under said Contract shall have a direct right of action under this Bond.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date of City acceptance of the work on said Contract, or one (1) year following expiration of any warranty or guaranty covering the work and materials set forth under said Contract, whichever is longer. If this limitation is made void by any law controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

Signed and dated at Kenosha, Wisconsin, this ____ day of _____, _____.

PRINCIPAL

Witness

By: _____

Name: _____

Title: _____

SURETY

Witness

By: _____

Name: _____

Title: _____

PERFORMANCE AND PAYMENT BOND

Examined and approved as to form and execution this ____ day of _____, _____.

By: _____
City Attorney

Print Name: _____

PROJECT NO.

CHANGE ORDER

Project Number:

Account Number: _____

Contractor: _____

Date of Common Council Action: _____

CITY and CONTRACTOR agree that the above Contract is amended by (increasing) (decreasing) the amount of the Contract by \$_____ from \$_____ to \$_____. This amendment shall have the effect of (increasing) (decreasing) (not changing) the date of Project completion from _____ to _____.

This Change Order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

4. The Contractor has fully paid all subcontractors and material (whether major or minor) suppliers the amounts they are due and owing under their respective contracts and purchase orders and has obtained lien waivers or releases, which have been previously filed or are being filed with this Affidavit.

5. The Contractor has full and accurate records which clearly show the name and address of every subcontractor and material supplier used in connection with the Work on the Project, as well as the actual sums paid thereto. These records will be kept at the Contractor's principal place of business, as evidence of compliance set forth above, and will be retained and made available for inspection for a period of at least three (3) years following the completion of this Project and will not be removed from the Contractor's principal place of business without prior notification to the City Clerk of the City of Kenosha.

By: _____
 Print Name: _____
 Title: _____
 Date: _____

STATE OF _____)
 :SS.
 COUNTY OF _____)

Subscribed and sworn to before me this _____
 day of _____, 20_____.

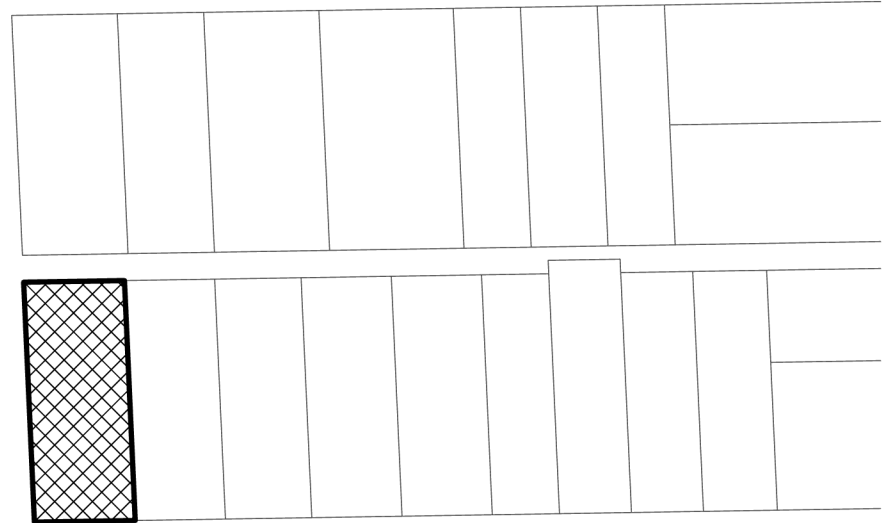
 Signature

 Print Name

Notary Public, _____ County, _____
 My Commission expires/is: _____

General Location Map


68TH ST



69TH ST



18TH AVE

 Subject Property: 05-123-06-307-008
1516 69th Street





PRE-DEMOLITION INSPECTION REPORT

Job Site:

**One Family Dwelling and Garage
1516 69th Street
Kenosha, Wisconsin**

For:

City of Kenosha
Department of Community Development and Inspections
Municipal Building, Room 308
325 52nd Street
Kenosha, Wisconsin 53140

KPH Project # 21-400-001.1516

Dean Jacobsen
Asbestos Inspector No. AII – 14370

Prepared by:

KPH Environmental
1237 West Bruce Street
Milwaukee, Wisconsin 53204

January 2021

KPH ENVIRONMENTAL		WEB kphbuilds.com	
WISCONSIN	ADDRESS 1237 West Bruce Street, Milwaukee, WI 53204	PHONE 414.647.1530	FAX 414.647.1540
MICHIGAN	ADDRESS 3737 Lake Eastbrook, Suite 203, Grand Rapids, MI 49503	PHONE 616.920.0574	FAX 414.647.1540

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1516 69th Street
Kenosha, Wisconsin

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EXECUTIVE SUMMARY

KPH Environmental Corp (KPH), was retained by the City of Kenosha Department of Community Development and Inspections to conduct an inspection of the one family dwelling and garage at 1516 69th Street, Kenosha, Wisconsin, prior to demolition. KPH conducted a visual inspection for asbestos, potential lead painted recyclable surfaces, and universal wastes. KPH collected asbestos bulk samples and paint chip samples for laboratory analysis.

Asbestos was detected above the regulatory level of 1% in exterior transite siding on the house including debris under the front porch, floor tile and linoleum in the kitchen and pantry, and duct wrap in the basement. Under state and federal laws the friable duct wrap and linoleum will have to be abated prior to demolition. The category I non friable floor tile and category II non-friable transite siding will also have to be abated if they will be ground, abraded, or crumbled during demolition.

Asbestos was detected at less than 1% in mastic under the floor tile and linoleum, as verified by point count analysis. These materials are not ACM and do not need asbestos abatement prior to demolition. Asbestos was not detected in any other material that was sampled.

Vermiculite insulation was observed in the house attic. KPH sampled the vermiculite attic insulation to meet Wisconsin Department of Natural Resources waste disposal requirements. Samples of the vermiculite insulation tested at less than 1% asbestos. Because DHS 159 defines vermiculite as an ACM regardless of sample results KPH recommends that the vermiculite insulation be removed by a Wisconsin certified asbestos company as part of the demolition project.

Asbestos results are in Section II of this report.

Paint sample testing revealed that lead was detected on interior samples. Lead based paint was detected only on the brick wall of the basement stairwell. Results are in Section III of this report.

Universal wastes and other hazardous material were also observed inside the buildings, and are summarized in Section IV of this report.

I. INTRODUCTION

KPH Environmental Corp., (KPH) was retained by the City of Kenosha Department of Community Development and Inspections to conduct a pre-demolition inspection of the one family dwelling and garage at 1516 69th Street, Kenosha, Wisconsin, for the following:

- Suspect asbestos containing materials
- Suspect lead painted surfaces that could be recycled, such as brick, concrete block, concrete, and metal
- Universal wastes such as CFCs in appliances, mercury in light bulbs, and PCB containing light fixture ballasts

Zohrab Khaligian, of the City of Kenosha, authorized KPH to conduct an inspection and to analyze samples collected during the inspection. The inspection of the building at 1516 30th Avenue, Kenosha, Wisconsin, was conducted on January 14, 2021, to cover the items listed above. The inspection was conducted by Damian Rogowski, Wisconsin Asbestos Inspector License No. 161300. Additional information on the inspection and results are contained in the following sections.

II. ASEBSTOS INSPECTION

A. Methods

This asbestos inspection included a visual determination as to the extent of visible and accessible suspect materials in the buildings, sampling and documentation of any of these suspect materials, and quantification of observable and accessible positive materials existing within the spaces inspected.

An asbestos inspection involves inspecting all or part of a building (depending on the project scope) and identifying suspect asbestos containing materials. After suspect materials are identified, the inspector divides the building into homogeneous areas. Homogeneous areas contain materials that are alike in color, composition, age of installation, and any other aspect. If any differences are identified during the inspection, a separate homogeneous area is established.

The inspector then collects bulk samples based upon the type of material and quantity of material in the homogeneous area. Bulk samples were placed into resealable containers and sent to a laboratory certified under the National Voluntary Laboratory Accreditation program (NVLAP) for analysis. Destructive sampling was not conducted where it would have adversely impacted suspect asbestos containing materials, to avoid building contamination.

The results of the survey integrated with the Polarized Light Microscopy with Dispersion Staining (PLM/DS) analysis of bulk samples taken are outlined in this document.

B. List of Suspect Asbestos Containing Materials

The following types of suspect materials were observed and inspected to determine if asbestos containing materials were present in the buildings as required by US EPA NESHAP regulation 40 CFR 61 Subpart M, and NR 447 of the Wisconsin Administrative Code:

- Asphalt shingle roofing
- Transite siding
- Window glazing compound
- Drywall
- Plaster
- Drywall/joint compound
- Floor tile
- Linoleum

- Ceramic tile
- Vermiculite insulation
- Duct wrap
- Miscellaneous mastics

A listing of specific homogeneous materials and homogeneous material codes are in the Samples and Results section following the results table.

C. The Laboratory

Samples were analyzed at SanAir Laboratories Inc., for total asbestos content by volume using EPA Method 600/M4/82/020, 600/R-93/116. Analysis is performed by using the bulk samples for visual observation and slide preparation(s) for microscopical examination and identification. The slides are analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, and actinolite/ tremolite), fibrous non asbestos constituents (mineral wool, paper, etc.), and nonfibrous constituents. Asbestos is identified by refractive indices (obtained by using dispersion staining), morphology, color, pleochroism, birefringence, extinction characteristics, and signs of elongation. The same characteristics are used to identify the non asbestos constituents.

The microscopist visually estimates relative amounts of each constituent using a stereoscope if necessary. The test results are based on a visual determination of relative volume of the bulk sample components. The results are valid only for the item tested.

Current regulations state asbestos containing materials (ACM) means material containing more than 1% asbestos as determined using the method specified in Appendix E, Subpart E, 40 CFR Part 763 Section I, Polarized Light Microscopy. A point count analysis was performed for sample layers that were near 1% asbestos by the PLM method to better define the asbestos content. Bold values indicate that the material contains more than 1% asbestos. Negative results indicate that no asbestos was detected.

D. Samples and Results

The following are the laboratory results. The laboratory report is in Appendix A.

Sample #	Location and Description	Results	Homogeneous Code
1-1516	Exterior– garage roof – multicolored asphalt roofing	Negative	MRSm
2-1516	Exterior– house roof north side – multicolored asphalt roofing	Negative	MRSm
3-1516	Exterior– house roof south side – multicolored asphalt roofing	Negative	MRSm
4-1516	Exterior– house north wall – transite siding	Positive 10% Chrysotile	MTP
5-1516	Not Analyzed Due to Prior Positive Sample	N/A	MTP
6-1516	Not Analyzed Due to Prior Positive Sample	N/A	MTP
7-1516	Exterior– house on west window – glazing compound	Negative	MPG
8-1516	Exterior– house on south window – glazing compound	Negative	MPG
9-1516	Exterior– house on north window – glazing compound	Negative	MPG
10-1516	Exterior– house north wall under transite – drywall	Negative	MDW

Sample #	Location and Description	Results	Homogeneous Code
11-1516	Exterior– house south wall under transite – drywall	Negative	MDW
12-1516	Exterior– house west wall under transite – drywall	Negative	MDW
13-1516a	1 st floor – kitchen – north wall – plaster base coat	Negative	SPI
13-1516b	1 st floor – kitchen – north wall – plaster skim coat	Negative	SPI
14-1516a	1 st floor – northwest bedroom – west wall – plaster base coat	Negative	SPI
14-1516b	1 st floor – northwest bedroom – west wall – plaster skim coat	Negative	SPI
15-1516	1 st floor – east bedroom – west wall – plaster	Negative	SPI
16-1516a	1 st floor – dining room – west wall – drywall #2	Negative	MDW2
16-1516b	1 st floor – dining room – west wall – joint compound	Negative	MDW2
17-1516a	1 st floor – living room – west wall – drywall #2	Negative	MDW2
17-1516b	1 st floor – living room – west wall – joint compound	Negative	MDW2
18-1516a	1 st floor – southeast bedroom – west wall – drywall #2	Negative	MDW2
18-1516b	1 st floor – southeast bedroom – west wall – joint compound	Negative	MDW2
19-1516a	1 st floor – kitchen – west side top layer – 12” tan and brown floor tile	Negative	MF12tn
19-1516b	1 st floor – kitchen – west side top layer – under 12” tan and brown floor tile – clear mastic	Negative	MF12tn
20-1516a	1 st floor – pantry top layer – 12” tan and brown floor tile	Negative	MF12tn
20-1516b	1 st floor – pantry top layer – under 12” tan and brown floor tile – clear mastic	Negative	MF12tn
21-1516a	1 st floor – kitchen – south side top layer – 12” tan and brown floor tile	Negative	MF12tn
21-1516b	1 st floor – kitchen – south side top layer – under 12” tan and brown floor tile – clear mastic	Negative	MF12tn
22-1516a	1 st floor – kitchen – west side 2 nd layer – on 12” red floor tile – yellow mastic	Negative	MF12r
22-1516b	1st floor – kitchen – west side 2nd layer – 12” red floor tile	Positive 20% Chrysotile	MF12r
22-1516c	1 st floor – kitchen – west side 2 nd layer – under 12” red floor tile – black mastic	Trace <1% Chrysotile	MF12r
22-1516c	Point Count Result	Trace 0.6% Chrysotile	MF12r
23-1516a	1 st floor – pantry 2 nd layer – on 12” red floor tile – yellow mastic	Negative	MF12r
23-1516b	Not Analyzed Due to Prior Positive Sample	N/A	MF12r
24-1516a	1 st floor – kitchen – south side 2 nd layer – on 12” red floor tile – yellow mastic	Negative	MF12r
24-1516b	Not Analyzed Due to Prior Positive Sample	N/A	MF12r
24-1516c	1 st floor – kitchen – south side 2 nd layer – under 12” red floor tile – black mastic	Trace <1% Chrysotile	MF12r
24-1516c	Point Count Result	Trace 0.3% Chrysotile	MF12r
25-1516a	1st floor – kitchen – west side 3rd layer – white linoleum	Positive 20% Chrysotile	MFLw
25-1516b	1 st floor – kitchen – west side 3 rd layer – under white linoleum – yellow mastic	Trace <1% Chrysotile	MFLw
25-1516b	Point Count Result	Trace <0.25% Chrysotile	MFLw

Sample #	Location and Description	Results	Homogeneous Code
25-1516c	1 st floor – kitchen – west side 3 rd layer – under yellow mastic – black backing	Negative	MFLw
26-1516a	Not Analyzed Due to Prior Positive Sample	N/A	MFLw
26-1516b	1 st floor – pantry 3 rd layer – under white linoleum – yellow mastic	Trace <1% Chrysotile	MFLw
26-1516b	Point Count Result	Trace <0.25% Chrysotile	MFLw
26-1516c	1 st floor – pantry 3 rd layer – under yellow mastic – black backing	Negative	MFLw
27-1516a	Not Analyzed Due to Prior Positive Sample	N/A	MFLw
27-1516b	1 st floor – kitchen – south side 3 rd layer – under white linoleum – yellow mastic	Trace <1% Chrysotile	MFLw
27-1516b	Point Count Result	Trace <0.25% Chrysotile	MFLw
27-1516c	1 st floor – kitchen – south side 3 rd layer – under yellow mastic – black backing	Negative	MFLw
28-1516a	1 st floor – pantry – on countertop – tan linoleum	Negative	MFLt
28-1516b	1 st floor – pantry – on countertop – under tan linoleum – tan mastic	Negative	MFLt
29-1516a	1 st floor – pantry – on countertop – tan linoleum	Negative	MFLt
29-1516b	1 st floor – pantry – on countertop – under tan linoleum – tan mastic	Negative	MFLt
30-1516a	1 st floor – pantry – on countertop – tan linoleum	Negative	MFLt
30-1516b	1 st floor – pantry – on countertop – under tan linoleum – tan mastic	Negative	MFLt
31-1516a	1 st floor – bathroom – north side top layer – 12” white floor tile	Negative	MF12w
31-1516b	1 st floor – bathroom – north side top layer – under 12” white floor tile – clear mastic	Negative	MF12w
32-1516a	1 st floor – bathroom – east side top layer – 12” white floor tile	Negative	MF12w
32-1516b	1 st floor – bathroom – east side top layer – under 12” white floor tile – clear mastic	Negative	MF12w
33-1516a	1 st floor – bathroom – west side top layer – 12” white floor tile	Negative	MF12w
33-1516b	1 st floor – bathroom – west side top layer – under 12” white floor tile – clear mastic	Negative	MF12w
34-1516	1 st floor – bathroom – north side 2 nd layer – tan ceramic tile	Negative	MCTMt
35-1516a	1 st floor – bathroom – east side 2 nd layer – tan ceramic tile	Negative	MCTMt
35-1516b	1 st floor – bathroom – east side 2 nd layer – grout	Negative	MCTMt
36-1516a	1 st floor – bathroom – west side 2 nd layer – tan ceramic tile	Negative	MCTMt
36-1516b	1 st floor – bathroom – west side 2 nd layer – grout	Negative	MCTMt
37-1516a	1 st floor – bathroom – on shower north wall – white ceramic tile	Negative	MCTMw
37-1516b	1 st floor – bathroom – on shower north wall – grout	Negative	MCTMw
38-1516a	1 st floor – bathroom – on shower west wall – white ceramic tile	Negative	MCTMw
38-1516b	1 st floor – bathroom – on shower west wall – under white ceramic tile – mortar	Negative	MCTMw
39-1516a	1 st floor – bathroom – on shower east wall – white ceramic tile	Negative	MCTMw

Sample #	Location and Description	Results	Homogeneous Code
39-1516b	1 st floor – bathroom – on shower east wall – under white ceramic tile – mortar	Negative	MCTMw
40-1516a	1 st floor – bathroom – on west wall – pink ceramic tile	Negative	MCTMp
40-1516b	1 st floor – bathroom – on west wall – under pink ceramic tile – yellow mastic	Negative	MCTMp
41-1516a	1 st floor – bathroom – on south wall – pink ceramic tile	Negative	MCTMp
41-1516b	1 st floor – bathroom – on south wall – grout	Negative	MCTMp
41-1516c	1 st floor – bathroom – on south wall – under pink ceramic tile – yellow mastic	Negative	MCTMp
42-1516a	1 st floor – bathroom – on east wall – pink ceramic tile	Negative	MCTMp
42-1516b	1 st floor – bathroom – on east wall – grout	Negative	MCTMp
42-1516c	1 st floor – bathroom – on east wall – under pink ceramic tile – yellow mastic	Negative	MCTMp
43-1516	Attic – south side on floor – vermiculite insulation	Trace <1% Actinolite	MVI
43-1516	Point Count Result	Trace <0.25% Actinolite	MVI
44-1516	Attic – west center on floor – vermiculite insulation	Trace <1% Actinolite	MVI
44-1516	Point Count Result	Trace <0.25% Actinolite	MVI
45-1516	Attic – north side on floor – vermiculite insulation	Trace <1% Actinolite	MVI
45-1516	Point Count Result	Trace <0.25% Actinolite	MVI
46-1516a	Basement – stair – on upper step – multicolored linoleum	Negative	MFLm
46-1516b	Basement – stair – on upper step – under multicolored linoleum – brown mastic	Negative	MFLm
47-1516a	Basement – stair – on landing – multicolored linoleum	Negative	MFLm
47-1516b	Basement – stair – on landing – under multicolored linoleum – brown mastic	Negative	MFLm
48-1516a	Basement – stair – on lower step – multicolored linoleum	Negative	MFLm
48-1516b	Basement – stair – on lower step – under multicolored linoleum – brown mastic	Negative	MFLm
49-1516	Basement – on east wall – plaster #2	Negative	SPI2
50-1516	Basement – on north wall – plaster #2	Negative	SPI2
51-1516	Basement – on west wall – plaster #2	Negative	SPI2
52-1516	Basement – on north duct – duct wrap	Positive 60% Chrysotile	TDW
53-1516	Not Analyzed Due to Prior Positive Sample	N/A	TDW
54-1516	Not Analyzed Due to Prior Positive Sample	N/A	TDW

Homogeneous Material Codes

SPI	Plaster 1 st Floor
SPI2	Plaster Basement
MRSm	Multicolored Asphalt Roof Shingle
MTP	Transite
MPG	Window Glazing Compound
MDW	Exterior Drywall
MDW2	Interior Drywall/Joint Compound
MF12tn	12" Tan & Brown Floor Tile
MF12r	12" Red Floor Tile
MF12w	12" White Floor Tile

Homogeneous Material Codes

MFLw	White Linoleum
MFLt	Tan Linoleum
MFLm	Multicolored Linoleum
MCTMt	Tan Ceramic Tile
MCTMw	White Ceramic Tile
MCTMp	Pink Ceramic Tile
MVI	Vermiculite Insulation
TDW	Duct Wrap

E. Asbestos Locations and Quantities

Four (4) of the materials sampled contain greater than 1% asbestos and are asbestos containing materials (ACM).

Material	Homogeneous Code	Location	Approximate Quantity	Type
Transite Siding	MTP	House Exterior East/North/West Walls, Debris on Ground Under Front Porch	850 SF	Category II Non-Friable
12" Red Floor Tile	MF12r	1 st Floor Kitchen & Pantry 2 nd Layer	180 SF	Category I Non-Friable
White Linoleum	MFLw	1 st Floor Kitchen & Pantry 3 rd Layer	180 SF	Friable
Duct Wrap	TDW	Throughout Basement on Ducts	54 SF	Friable

The duct wrap and the white linoleum are friable asbestos containing materials. They meet the definition of a regulated asbestos containing material (RACM) under NR 447 of the Wisconsin Administrative Code.

The 12" red floor tile is a category I non-friable asbestos containing material. It was in non-friable condition at the time of the inspection. If this material is subjected to sanding, grinding, cutting or abrading during demolition, it would be then be defined as RACM under NR 447. If it does not become RACM during demolition, under NR 447 it may remain on the building and be disposed at a Wisconsin licensed landfill with the other demolition debris.

The transite siding is a category II non-friable asbestos containing material. It was in non-friable condition at the time of the inspection. This material has a probability of becoming crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations and may become RACM as defined in NR 447.

NR 447.08 requires the building owner or operator to have the RACM removed from a facility being renovated or demolished before any activity begins that would break up, dislodge or similarly disturb the material. DHS 159 of the Wisconsin Administrative Code requires that only a certified asbestos company with certified asbestos abatement personnel may remove ACMs from a building.

Three (3) of the materials sampled contain less than 1% asbestos as verified by point counting and are not asbestos containing materials (ACM) by definition in 40 CFR 61 Subpart M and NR 447:

Material	Homogeneous Code	Location	Approximate Quantity	Material Type
Black Mastic Under 12” Red Floor Tile	MF12r	1 st Floor Kitchen & Pantry 2 nd Layer	180 SF	Category I Non-Friable
Yellow Mastic Under White Linoleum	MFLw	1 st Floor Kitchen & Pantry 3 rd Layer	180 SF	Category I Non-Friable
Vermiculite Insulation	MVI	House Attic on Floor	570 SF	Friable

Note#1: If additional materials are discovered during the demolition that are not listed above they are to be assumed to be asbestos containing.

Note#2: A copy of this report should be transmitted to the demolition contractor.

Note#3: DHS 159.04 (53) definitions "Vermiculite insulation" means vermiculite that has been expanded through a heating process and is used as loose-fill building insulation. It is a "suspect asbestos-containing material" under sub. DHS 159.04(50). **Note:** Vermiculite insulation is assumed to be asbestos-containing material unless proven otherwise in accordance with EPA recommended sampling and analysis protocols specific to vermiculite insulation. As of the publication of this chapter, the EPA has not published official guidance for sampling and testing protocols to test for the presence or absence of asbestos in vermiculite insulation. When recommended protocols are published, vermiculite insulation may be sampled and analyzed using the EPA recommended protocols to determine any asbestos content. Until such time, vermiculite insulation must be assumed to contain asbestos and be treated as an asbestos-containing material under DHS 159.

For this reason, KPH recommends that the vermiculite insulation be removed by a Wisconsin certified asbestos company as part of the demolition project. Approximate quantity 570 square feet.

III. LEAD PAINT INSPECTION

A. Methods

A lead paint inspection and sampling are recommended for building materials that may contain surfaces painted before 1978. The inspection determines if lead is in the building paint, the location(s) of lead containing surfaces, and the amount of lead in the paint. If the surfaces will be disturbed or demolished, workers can then prepare proper safety measures to reduce exposure to lead containing dust as required by the Occupational Safety and Health Administration. In addition, the Wisconsin Department of Natural Resources requires determination of lead based paint prior to disposal or recycling of building materials (Concrete Recycling and Disposal Fact Sheet WA-605 2017).

The inspection at the one family dwelling and garage at 1516 69th Street, Kenosha, Wisconsin, took place on January 14, 2021. A room by room inspection was conducted of metal, block, brick, or concrete locations scheduled for demolition, noting the location, substrate, and color of these surfaces where painted.

B. Component Testing Results

The Wisconsin State Statutes Chapter 254.11(8) defines lead-based paint as having a surface concentration of lead that is more than 0.5% of lead per weight of a dried paint sample.

The results of the analysis was classified as follows:

Positive: Any result above the Chapter 254 Standard of 0.5% lead.

Negative: Any result at or below the Chapter 254 Standard of 0.5% lead.

Interior: Dwelling at 1516 69th Street, Kenosha, Wisconsin

- Painted brick walls were observed on the basement stair. Lead was detected above the 0.5% lead based paint standard in Ch. 254 in the yellow paint on the basement stairwell wall. Other painted surfaces sampled did not have lead based paint

Exterior: Dwelling at 1516 69th Street, Kenosha, Wisconsin

- Painted brick walls were observed on the exterior. Lead based paint was not detected on the exterior surfaces that were tested.

The following are the laboratory results.

Paint Testing Results					
Sample	Room	Component	Substrate	Color	Result (% Lead)
P1	Exterior	East Basement Wall	Brick	Brown	0.038
P2	Basement Stair	East Wall	Brick	Blue	0.289
P3	Basement Stair	North Wall	Brick	Yellow	1.420

Where lead in paint is known or suspected, the owner and contractors must follow the OSHA lead in construction regulation 29 CFR 1926.62. This applies if any amount of lead is present, not just for lead based paint (more than 0.5% Lead). Workers must take care to limit the amount of lead dust generated and follow OSHA safety requirements for lead exposure. The regulation requires:

- Personal exposure monitoring,
- Use of respiratory protection and protective clothing,
- Hygiene areas,
- Engineering controls to control lead dust,
- Worker training

See the OSHA Lead in Construction booklet (OSHA 3142-09R 2003) for guidance and <https://www.osha.gov/SLTC/lead/index.html> for regulatory requirements.

According to the WDNR Concrete Recycling and Disposal Fact Sheet, building materials from remodeling or demolition debris that contain lead based paint are considered a solid waste. They may not be recycled unless an exemption is obtained from the Department (DNR Form 4400-274).

IV. UNIVERSAL WASTES

Universal waste and other hazardous materials include items that contain or may contain materials such as mercury, polychlorinated biphenyls (PCB), refrigerants such as Freon and

chlorofluorocarbons (CFC), chemicals, and fuels. The following universal wastes and other hazardous materials were identified in the building:

Material	Location	Approximate Quantity
Paint	Garage, Basement	50 Gallons
Tar	Garage	10 Gallons
Motor Oil	Basement	10 Quarts
Chemicals	Basement	10 Quarts
Refrigerator-CFC	Kitchen	1
Air Conditioner on Furnace-CFC	Basement	1
Fluorescent Light Bulbs-Mercury	Basement	22 Bulbs

No samples were collected. Universal wastes and other hazardous materials must be removed separately for proper disposal prior to demolition.

V. EXCLUSIONS

This report represents the condition of the house and garage and the visible/accessible materials at the date and the times of the onsite inspection. Areas and materials that were hidden or not accessible are excluded, including areas within walls and floors and above ceilings. Not all areas within walls and ceilings were accessible, and these areas may contain suspect asbestos containing materials. Hidden materials or those materials that could not be accessed at the point of inspection, over and above those stated in the inspection report, are the responsibility of the building owner and the demolition contractor.

A limited lead inspection was conducted. The results are representative only of the specific locations that were inspected on the building. This report represents the condition of the buildings and the visible/accessible locations at the date and the time of the onsite inspection.

VI. LIMITATIONS

The care and skill given to our procedures insures the most reliable test results possible. The findings and conclusions of KPH represent our professional opinions extrapolated from limited data. Significant limited data is gathered during the course of the building inspection. No other warranty is expressed or implied. Prior to any abatement or renovation activities, it is recommended that KPH be provided the opportunity to review such plans in order that the inspection and assessments contained herein are properly interpreted and implemented.

This report and the information contained herein are prepared for the sole and exclusive use and possession of the City of Kenosha. No other person or entity may rely on this report or any information contained herein. Any dissemination of the Report or any information contained herein is strictly prohibited without prior written authorization from KPH Environmental Corp

APPENDICES

A. ASBESTOS LABORATORY RESULTS



SanAir ID Number
21002317
FINAL REPORT
1/25/2021 4:16:18 PM

Name: KPH Environmental Corp.
Address: 1237 West Bruce Steet
Milwaukee, WI 53204
Phone: 414-647-1530

Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: Not Provided on COC
Received Date: 1/18/2021 9:30:00 AM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 54 sample(s) were received on Monday, January 18, 2021 via FedEx. The final report(s) is enclosed for the following sample(s): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino". The signature is written in a cursive, flowing style.

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 54 samples in Good condition.



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Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: Not Provided on COC
Received Date: 1/18/2021 9:30:00 AM

Analyst: Pisula, Nicholas | Roseblock, Mary | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
1 / 21002317-001 Roofing	Red Non-Fibrous Heterogeneous	10% Glass	90% Other	None Detected
2 / 21002317-002 Roofing	Red Non-Fibrous Heterogeneous	10% Glass	90% Other	None Detected
3 / 21002317-003 Roofing	Red Non-Fibrous Heterogeneous	10% Glass	90% Other	None Detected
4 / 21002317-004 Siding	Grey Non-Fibrous Homogeneous		90% Other	10% Chrysotile
5 / 21002317-005 Siding				Not Analyzed
6 / 21002317-006 Siding				Not Analyzed
7 / 21002317-007 Glazing	White Non-Fibrous Homogeneous		100% Other	None Detected
8 / 21002317-008 Glazing	White Non-Fibrous Homogeneous		100% Other	None Detected
9 / 21002317-009 Glazing	White Non-Fibrous Homogeneous		100% Other	None Detected
10 / 21002317-010 Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected

Analyst: *Mary E. Roseblock*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/25/2021

Date: 1/25/2021



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Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
11 / 21002317-011 Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
12 / 21002317-012 Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
13 / 21002317-013 Plaster, Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected
13 / 21002317-013 Plaster, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
14 / 21002317-014 Plaster, Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected
14 / 21002317-014 Plaster, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
15 / 21002317-015 Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected
16 / 21002317-016 Drywall, Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
16 / 21002317-016 Drywall, Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
17 / 21002317-017 Drywall, Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected

Analyst: *Mary E. Roseblock*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/25/2021

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Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Components			Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
17 / 21002317-017 Drywall, Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
18 / 21002317-018 Drywall, Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
18 / 21002317-018 Drywall, Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
19 / 21002317-019 Floor Tile, Floor Tile	Tan Non-Fibrous Homogeneous		100% Other	None Detected
19 / 21002317-019 Floor Tile, Mastic	Clear Non-Fibrous Homogeneous		100% Other	None Detected
20 / 21002317-020 Floor Tile, Floor Tile	Tan Non-Fibrous Homogeneous		100% Other	None Detected
20 / 21002317-020 Floor Tile, Mastic	Clear Non-Fibrous Homogeneous		100% Other	None Detected
21 / 21002317-021 Floor Tile, Floor Tile	Tan Non-Fibrous Homogeneous		100% Other	None Detected
21 / 21002317-021 Floor Tile, Mastic	Clear Non-Fibrous Homogeneous		100% Other	None Detected
22 / 21002317-022 Floor Tile, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: *Mary E. Roseblock*

Approved Signatory: *Johnathan Wilson*

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Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
22 / 21002317-022 Floor Tile, Floor Tile	Red Non-Fibrous Homogeneous		80% Other		20% Chrysotile
22 / 21002317-022 Floor Tile, Mastic	Black Fibrous Heterogeneous		100% Other		< 1% Chrysotile
23 / 21002317-023 Floor Tile, Mastic	Yellow Non-Fibrous Homogeneous		100% Other		None Detected
23 / 21002317-023 Floor Tile, Floor Tile					Not Analyzed
24 / 21002317-024 Floor Tile, Mastic	Yellow Non-Fibrous Homogeneous		100% Other		None Detected
24 / 21002317-024 Floor Tile, Floor Tile					Not Analyzed
24 / 21002317-024 Floor Tile, Mastic	Black Fibrous Heterogeneous		100% Other		< 1% Chrysotile
25 / 21002317-025 Linoleum, Linoleum	White Non-Fibrous Homogeneous		80% Other		20% Chrysotile
25 / 21002317-025 Linoleum, Mastic	Yellow Non-Fibrous Heterogeneous		100% Other		< 1% Chrysotile
25 / 21002317-025 Linoleum, Backing	Black Fibrous Homogeneous	75% Cellulose	25% Other		None Detected

Analyst: *Mary E. Roseblock*

Approved Signatory: *Johnathan Wilson*

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Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
26 / 21002317-026 Linoleum, Linoleum					Not Analyzed
26 / 21002317-026 Linoleum, Mastic	Yellow Non-Fibrous Heterogeneous		100% Other		< 1% Chrysotile
26 / 21002317-026 Linoleum, Backing	Black Fibrous Homogeneous	75% Cellulose	25% Other		None Detected
27 / 21002317-027 Linoleum, Linoleum					Not Analyzed
27 / 21002317-027 Linoleum, Mastic	Yellow Non-Fibrous Heterogeneous		100% Other		< 1% Chrysotile
27 / 21002317-027 Linoleum, Backing	Black Fibrous Homogeneous	75% Cellulose	25% Other		None Detected
28 / 21002317-028 Linoleum, Linoleum	Tan Non-Fibrous Homogeneous	30% Cellulose	70% Other		None Detected
28 / 21002317-028 Linoleum, Mastic	Tan Non-Fibrous Homogeneous		100% Other		None Detected
29 / 21002317-029 Linoleum, Linoleum	Tan Non-Fibrous Homogeneous	30% Cellulose	70% Other		None Detected
29 / 21002317-029 Linoleum, Mastic	Tan Non-Fibrous Homogeneous		100% Other		None Detected

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SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
30 / 21002317-030 Linoleum, Linoleum	Tan Non-Fibrous Homogeneous	30% Cellulose	70% Other		None Detected
30 / 21002317-030 Linoleum, Mastic	Tan Non-Fibrous Homogeneous		100% Other		None Detected
31 / 21002317-031 Floor Tile, Floor Tile	Cream Non-Fibrous Homogeneous		100% Other		None Detected
31 / 21002317-031 Floor Tile, Mastic	Clear Non-Fibrous Homogeneous		100% Other		None Detected
32 / 21002317-032 Floor Tile, Floor Tile	Cream Non-Fibrous Homogeneous		100% Other		None Detected
32 / 21002317-032 Floor Tile, Mastic	Clear Non-Fibrous Homogeneous		100% Other		None Detected
33 / 21002317-033 Floor Tile, Floor Tile	Cream Non-Fibrous Homogeneous		100% Other		None Detected
33 / 21002317-033 Floor Tile, Mastic	Clear Non-Fibrous Homogeneous		100% Other		None Detected
34 / 21002317-034 Ceramic	White Non-Fibrous Homogeneous		100% Other		None Detected
35 / 21002317-035 Ceramic, Ceramic	Peach Non-Fibrous Homogeneous		100% Other		None Detected

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Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Components		Asbestos Fibers
	Appearance	% Fibrous / % Non-fibrous	
35 / 21002317-035 Ceramic, Grout	Brown Non-Fibrous Homogeneous	100% Other	None Detected
36 / 21002317-036 Ceramic, Ceramic	Peach Non-Fibrous Homogeneous	100% Other	None Detected
36 / 21002317-036 Ceramic, Grout	Brown Non-Fibrous Homogeneous	100% Other	None Detected
37 / 21002317-037 Ceramic, Ceramic	Tan Non-Fibrous Homogeneous	100% Other	None Detected
37 / 21002317-037 Ceramic, Grout	Brown Non-Fibrous Homogeneous	100% Other	None Detected
38 / 21002317-038 Ceramic, Ceramic	Peach Non-Fibrous Homogeneous	100% Other	None Detected
38 / 21002317-038 Ceramic, Mortar	Brown Non-Fibrous Homogeneous	100% Other	None Detected
39 / 21002317-039 Ceramic, Ceramic	Peach Non-Fibrous Homogeneous	100% Other	None Detected
39 / 21002317-039 Ceramic, Mortar	Brown Non-Fibrous Homogeneous	100% Other	None Detected
40 / 21002317-040 Ceramic, Ceramic	Pink Non-Fibrous Homogeneous	100% Other	None Detected

Analyst: *Mary E. Roseblock*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/25/2021

Date: 1/25/2021



SanAir ID Number
21002317
 FINAL REPORT
 1/25/2021 4:16:18 PM

Name: KPH Environmental Corp.
Address: 1237 West Bruce Steet
 Milwaukee, WI 53204
Phone: 414-647-1530

Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: Not Provided on COC
Received Date: 1/18/2021 9:30:00 AM

Analyst: Pisula, Nicholas | Roseblock, Mary | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
40 / 21002317-040 Ceramic, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
41 / 21002317-041 Ceramic, Ceramic	Pink Non-Fibrous Homogeneous		100% Other	None Detected
41 / 21002317-041 Ceramic, Grout	Grey Non-Fibrous Homogeneous		100% Other	None Detected
41 / 21002317-041 Ceramic, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
42 / 21002317-042 Ceramic, Ceramic	Pink Non-Fibrous Homogeneous		100% Other	None Detected
42 / 21002317-042 Ceramic, Grout	Grey Non-Fibrous Homogeneous		100% Other	None Detected
42 / 21002317-042 Ceramic, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
43 / 21002317-043 Insulation	Brown Non-Fibrous Homogeneous		100% Other	< 1% Actinolite
44 / 21002317-044 Insulation	Brown Non-Fibrous Homogeneous		100% Other	< 1% Actinolite
45 / 21002317-045 Insulation	Brown Non-Fibrous Homogeneous		100% Other	< 1% Actinolite

Analyst: *Mary E. Roseblock*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/25/2021

Date: 1/25/2021



SanAir ID Number
21002317
 FINAL REPORT
 1/25/2021 4:16:18 PM

Name: KPH Environmental Corp.
Address: 1237 West Bruce Steet
 Milwaukee, WI 53204
Phone: 414-647-1530

Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: Not Provided on COC
Received Date: 1/18/2021 9:30:00 AM

Analyst: Pisula, Nicholas | Roseblock, Mary | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
46 / 21002317-046 Linoleum, Linoleum	Tan Non-Fibrous Homogeneous		100% Other		None Detected
46 / 21002317-046 Linoleum, Mastic	Brown Non-Fibrous Homogeneous		100% Other		None Detected
47 / 21002317-047 Linoleum, Linoleum	Tan Non-Fibrous Homogeneous		100% Other		None Detected
47 / 21002317-047 Linoleum, Mastic	Brown Non-Fibrous Homogeneous		100% Other		None Detected
48 / 21002317-048 Linoleum, Linoleum	Tan Non-Fibrous Homogeneous		100% Other		None Detected
48 / 21002317-048 Linoleum, Mastic	Brown Non-Fibrous Homogeneous		100% Other		None Detected
49 / 21002317-049 Plaster	Grey Non-Fibrous Homogeneous		100% Other		None Detected
50 / 21002317-050 Plaster	Grey Non-Fibrous Homogeneous		100% Other		None Detected
51 / 21002317-051 Plaster	Grey Non-Fibrous Homogeneous		100% Other		None Detected
52 / 21002317-052 Insulation	Grey Fibrous Homogeneous		40% Other		60% Chrysotile

Analyst: *Mary E. Roseblock*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/25/2021

Date: 1/25/2021



SanAir ID Number
21002317
FINAL REPORT
1/25/2021 4:16:18 PM

Name: KPH Environmental Corp.
Address: 1237 West Bruce Steet
Milwaukee, WI 53204
Phone: 414-647-1530

Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: Not Provided on COC
Received Date: 1/18/2021 9:30:00 AM

Analyst: Pisula, Nicholas | Roseblock, Mary | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
53 / 21002317-053 Insulation					Not Analyzed
54 / 21002317-054 Insulation					Not Analyzed

Analyst: *Mary E Roseblock*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/25/2021

Date: 1/25/2021

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications

NVLAP lab code 200870-0

City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915

Colorado License Number: AL-23143

Connecticut License Number: PH-0105

Massachusetts License Number: AA000222

Maine License Number: LB-0075, LA-0084

New York ELAP lab ID: 11983

Rhode Island License Number: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323

Washington State License Number: C989

West Virginia License Number: LT000616

Vermont License: AL166318

Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020



1551 Oakbridge Dr. STE B
 Powhatan, VA 23139
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
 sanair.com

Asbestos
 Chain of Custody
 Form 140, Rev 3, 8/28/19

SanAir ID Number
 21002317

Company: KPH Environmental Corp.		Project #: 21-400-001.1516	Collected by:
Address: 1237 West Bruce Street		Project Name: City of Kenosha	Phone #: (414) 647-1530
City, St., Zip: Milwaukee, WI 53204		Date Collected:	Fax #: (414) 647-1540
State of Collection: WI	Account#: 3905	P.O. Number:	Email: dean.jacobsen@kphenvironmental.com

Bulk		Air		Soil	
ABB	PLM EPA 600/R-93/116 <input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400 <input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.) <input type="checkbox"/>
	Positive Stop <input checked="" type="checkbox"/>	ABA-2	OSHA w/ TWA* <input type="checkbox"/>	Vermiculite & Soil	
ABEPA	PLM EPA 400 Point Count <input type="checkbox"/>	ABTEM	TEM AHERA <input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%) <input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count <input type="checkbox"/>	ABATN	TEM NIOSH 7402 <input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%) <input type="checkbox"/>
ABBEN	PLM EPA NOB** <input type="checkbox"/>	ABT2	TEM Level II <input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%) <input type="checkbox"/>
ABBCH	TEM Chatfield** <input type="checkbox"/>	Other:	<input type="checkbox"/>	Dust	
ABBTM	TEM EPA NOB** <input type="checkbox"/>	New York ELAP		ABWA	TEM Wipe ASTM D-6480 <input type="checkbox"/>
ABQ	PLM Qualitative <input type="checkbox"/>	ABEPA2	NY ELAP 198.1 <input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755 <input type="checkbox"/>
** Available on 24-hr. to 5-day TAT		ABENY	NY ELAP 198.6 PLM NOB <input type="checkbox"/>	Matrix Other <input type="checkbox"/>	
Water		ABBNY	NY ELAP 198.4 TEM NOB <input type="checkbox"/>		
ABHE	EPA 100.2 <input type="checkbox"/>				

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	1 Day <input type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input checked="" type="checkbox"/> 5 Days

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
1	Roofing				
2	↓				
3	↓				
4	Siding				
5	↓				
6	↓				
7	Glazing				
8	↓				
9	↓				
10	Drywall				
11	↓				
12	↓				

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	1/15/21	1700	<i>[Signature]</i>	1/18/21	9:30am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
13	Plaster				
14	↓				
15					
16	Drywall				
17	↓				
18					
19	FloorTile Tan				
20	↓				
21					
22	FloorTile Red				
23	↓				
24					
25	Linooleum White				
26	↓				
27					
28	Linooleum Tan				
29	↓				
30					
31	FloorTile White				
32	↓				
33					
34	Ceramic Tan				
35	↓				
36					
37	Ceramic white				
38	↓				
39					
40	Ceramic Pink				
41	↓				
42					
43	Insulation				

Special Instructions

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	1/15/21	1700	<i>[Signature]</i>	1/15/21	9:30am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.



SanAir ID Number
21003772
FINAL REPORT
1/27/2021 1:23:36 PM

Name: KPH Environmental Corp.
Address: 1237 West Bruce Steet
Milwaukee, WI 53204
Phone: 414-647-1530

Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: Not Provided on COC
Received Date: 1/26/2021 9:38:00 AM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 5 sample(s) were received on Tuesday, January 26, 2021 via Fax or Email request. The final report(s) is enclosed for the following sample(s): 22, 24, 25, 26, 27.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino".

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 5 samples in Good condition.



SanAir ID Number
21003772
 FINAL REPORT
 1/27/2021 1:23:36 PM

Name: KPH Environmental Corp.
Address: 1237 West Bruce Steet
 Milwaukee, WI 53204
Phone: 414-647-1530

Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: Not Provided on COC
Received Date: 1/26/2021 9:38:00 AM

Analyst: Li, Elizabeth

Asbestos Bulk EPA PLM NOB EPA 600/R-93/116

SanAir ID / Description	Appearance	% Fibrous	% Non Fibrous	Asbestos Types	% Total Asbestos
21003772-001 / 22 Mastic	Black Fibrous Heterogeneous		99.4 %	Chrysotile	0.6 %
21003772-002 / 24 Mastic	Black Fibrous Heterogeneous		99.7 %	Chrysotile	0.3 %
21003772-003 / 25 Mastic	Yellow Non-Fibrous Heterogeneous		100 %	Chrysotile	< 0.25%
21003772-004 / 26 Mastic	Yellow Non-Fibrous Heterogeneous		100 %	Chrysotile	< 0.25%
21003772-005 / 27 Mastic	Yellow Non-Fibrous Heterogeneous		100 %	Chrysotile	< 0.25%

Analyst: *Elizabeth Li*

Approved Signatory: *Johnathan Wilson*

Analysis Date: 1/27/2021

Date: 1/27/2021

Disclaimer

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP, AIHA or any other agency of the U.S. government; *and may not be certified by every local, state and federal regulatory agencies.*



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 Fax 804.897.0070
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Asbestos
 Chain of Custody
 Form 140, Rev 3, 8/28/19

SanAir ID Number
 21003772

Company: KPH Environmental Corp.	Project #: 21-400-001.1516	Collected by:
Address: 1237 West Bruce Street	Project Name: City of Kenosha	Phone #: (414) 647-1530
City, St., Zip: Milwaukee, WI 53204	Date Collected:	Fax #: (414) 647-1540
State of Collection: WI Account#: 3905	P.O. Number:	Email: dean.jacobsen@kphenvironmental.com

Bulk		Air		Soil	
ABB	PLM EPA 600/R-93/116 <input type="checkbox"/>	ABA	PCM NIOSH 7400 <input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual) <input type="checkbox"/>
	Positive Stop <input type="checkbox"/>	ABA-2	OSHA w/ TWA <input type="checkbox"/>	Vermiculite & Soil	
ABEPA	PLM EPA 400 Point Count <input checked="" type="checkbox"/>	ABTEM	TEM AHERA <input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%) <input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count <input type="checkbox"/>	ABATN	TEM NIOSH 7402 <input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%) <input type="checkbox"/>
ABBEN	PLM EPA NOB** <input checked="" type="checkbox"/>	ABT2	TEM Level II <input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%) <input type="checkbox"/>
ABBCH	TEM Chatfield** <input type="checkbox"/>	Other:	<input type="checkbox"/>	Dust	
ABBTM	TEM EPA NOB** <input type="checkbox"/>	New York ELAP		ABWA	TEM Wipe ASTM D-6480 <input type="checkbox"/>
ABQ	PLM Qualitative <input type="checkbox"/>	ABEPA2	NY ELAP 198.1 <input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755 <input type="checkbox"/>
** Available on 24-hr. to 5-day TAT		ABENY	NY ELAP 198.6 PLM NOB <input type="checkbox"/>	Matrix Other <input type="checkbox"/>	
Water		ABBNY	NY ELAP 198.4 TEM NOB <input type="checkbox"/>		
ABHE	EPA 100.2 <input type="checkbox"/>				

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	1 Day <input checked="" type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
22	Mastic				
24	↓				
25					
26					
27					
43					
44					
45					

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	1/25/21	1630	<i>[Signature]</i>	1/26/21	9:38am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.



SanAir ID Number
21003894
FINAL REPORT
1/27/2021 12:21:21 PM

Name: KPH Environmental Corp.
Address: 1237 West Bruce Steet
Milwaukee, WI 53204
Phone: 414-647-1530

Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: Not Provided on COC
Received Date: 1/26/2021 9:40:00 AM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 3 sample(s) were received on Tuesday, January 26, 2021 via Fax or Email request. The final report(s) is enclosed for the following sample(s): 43, 44, 45.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino". The signature is written in a cursive, flowing style.

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 3 samples in Good condition.



SanAir ID Number
21003894
 FINAL REPORT
 1/27/2021 12:21:21 PM

Name: KPH Environmental Corp.
Address: 1237 West Bruce Steet
 Milwaukee, WI 53204
Phone: 414-647-1530

Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: Not Provided on COC
Received Date: 1/26/2021 9:40:00 AM

Analyst: Moore, Brandi

Asbestos Bulk EPA PLM 400 Point Count

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
43 / 21003894-001	Brown Non-Fibrous Heterogeneous		99.75% Other	0.25% Actinolite
44 / 21003894-002	Brown Non-Fibrous Heterogeneous		100% Other	< 0.25% Actinolite
45 / 21003894-003	Brown Non-Fibrous Heterogeneous		100% Other	< 0.25% Actinolite

EPA 600/R-93/116, Section 2.4.5.2.2.: Milling. Samples are cryo-milled prior to analysis.

Analyst: *Brandi Moore*

Approved Signatory: *Sandra Sobiering*

Analysis Date: 1/27/2021

Date: 1/27/2021

Disclaimer

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP, AIHA or any other agency of the U.S. government; *and may not be certified by every local, state and federal regulatory agencies.*



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 Fax 804.897.0070
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Asbestos
 Chain of Custody
 Form 140, Rev 3, 8/28/19

SanAir ID Number
 21003894

Company: KPH Environmental Corp.		Project #: 21-400-001.1516		Collected by:	
Address: 1237 West Bruce Street		Project Name: City of Kenosha		Phone #: (414) 647-1530	
City, St., Zip: Milwaukee, WI 53204		Date Collected:		Fax #: (414) 647-1540	
State of Collection: WI Account#: 3905		P.O. Number:		Email: dean.jacobsen@kphenvironmental.com	

Bulk			Air			Soil		
ABB	PLM EPA 600/R-93/116	<input type="checkbox"/>	ABA	PCM NIOSH 7400	<input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
	Positive Stop	<input type="checkbox"/>	ABA-2	OSHA w/ TWA	<input type="checkbox"/>	Vermiculite & Soil		
ABEPA	PLM EPA 400 Point Count	<input checked="" type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>			
ABB1K	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%)	<input type="checkbox"/>
ABBEN	PLM EPA NOB**	<input checked="" type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%)	<input type="checkbox"/>
ABBCH	TEM Chatfield**	<input type="checkbox"/>	Other:		<input type="checkbox"/>	Dust		
ABBTM	TEM EPA NOB**	<input type="checkbox"/>	New York ELAP					
ABQ	PLM Qualitative	<input type="checkbox"/>	ABEPA2	NY ELAP 198.1	<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
** Available on 24-hr. to 5-day TAT			ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>	Matrix Other		
Water			ABBNY	NY ELAP 198.4 TEM NOB	<input type="checkbox"/>			
ABHE	EPA 100.2	<input type="checkbox"/>						

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	1 Day <input checked="" type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
22	Mastic				
24	↓				
25					
26					
27					
43					
44					
45					

Relinquished by <i>SanAir</i>	Date 1/25/21	Time 1630	Received by <i>CS</i>	Date 1/26/21	Title 9:40am
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If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

B. PAINT LABORATORY RESULTS



SanAir ID Number
21002320
FINAL REPORT
1/25/2021 8:24:16 AM

Name: KPH Environmental Corp.
Address: 1237 West Bruce Steet
Milwaukee, WI 53204
Phone: 414-647-1530

Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: 1/14/2021
Received Date: 1/18/2021 9:30:00 AM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 3 sample(s) were received on Monday, January 18, 2021 via FedEx. The final report(s) is enclosed for the following sample(s): P1, P2, P3.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Abisola Kasali".

Abisola Kasali
Metals Laboratory Director
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis on Test Family AA
- Disclaimers and Additional Information

Sample conditions:

- 3 samples in Good condition.



SanAir ID Number
21002320
FINAL REPORT
1/25/2021 8:24:16 AM

Name: KPH Environmental Corp.
Address: 1237 West Bruce Steet
Milwaukee, WI 53204
Phone: 414-647-1530


Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: 1/14/2021
Received Date: 1/18/2021 9:30:00 AM


Analyst: Ortega, David
Test Method: SW846/M3050B/7000B

Lead Paint Analysis

PAINT Sample	Description	µg Pb In Sample	Sample Size (grams)	Calculated RL	Sample Results	Sample Results
21002320 - 1	P1 Exterior	38	0.1001	99.9	382.3 µg/g (ppm)	0.038 % By Weight
21002320 - 2	P2 Basement	334	0.1155	86.6	2892 µg/g (ppm)	0.289 % By Weight
21002320 - 3	P3 Stair Basement	1548	0.109	91.7	14200 µg/g (ppm)	1.420 % By Weight

Method Reporting Limit <10 µg/0.1 g paint
Sample P3 matrix spike failed

Signature: 
Date: 1/19/2021

Reviewed: 
Date: 1/19/2021



Name: KPH Environmental Corp.
Address: 1237 West Bruce Steet
Milwaukee, WI 53204
Phone: 414-647-1530

SanAir ID Number
21002320
FINAL REPORT
1/25/2021 8:24:16 AM

Project Number: 21-400-001.1516
P.O. Number:
Project Name: City Of Kenosha
Collected Date: 1/14/2021
Received Date: 1/18/2021 9:30:00 AM

Disclaimer

SanAir Technologies Laboratory, Inc. participates in the Environmental Lead Accreditation Program (ELAP) administered by AIHA-LAP, LLC (Lab ID162952). Refer to our accreditation certificate or www.aihaaccreditedlabs.org for an up to date list of the Fields of Testing for which we are accredited. SanAir also participates in the State of New York's DOH-ELAP (Lab Id 11983), and has met the EPA's NLLAP program standards. This report does not constitute endorsement by AIHA-LAP, LLC and/or any other U.S. governmental agencies; and may not be accredited by every local, state or federal regulatory agency.

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1551 Oakbridge Dr STE B
 Powhatan, VA 23139
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
 sanair.com

**Metals & Lead
 Chain of Custody**
 Form 70, Revision 10, 05/18/18

SanAir ID Number
 21002320

Company: KPH Environmental Corp.	Project #: 21-400-001.1516	Phone #: (414) 647-1530
Address: 1237 W. Bruce Street	Project Name: City of Kenosha	Phone #:
City, St., Zip: Milwaukee, WI 53204	Date Collected: 1/14/21	Fax #: (414) 647-1540
Samples Collected By:	P.O. Number:	Email: dean.jacobsen@kphenvironmental.com
Account #: 3905	U.S. State Collected in: WI	Email:

Matrix Types

Metals Analysis Types

<input type="checkbox"/> Air (ug/m ³)	Total Concentration of Lead <input checked="" type="checkbox"/>	<input type="checkbox"/> ICP-total concentration of metals (please list metals):
<input type="checkbox"/> Wipe (ug/ft ²)	Total Concentration of RCRA 8 Metals <input type="checkbox"/>	
<input checked="" type="checkbox"/> Paint <input type="checkbox"/> Soil <input type="checkbox"/> Bulk (ug/g or ppm)	TCLP for Lead <input type="checkbox"/>	
<input type="checkbox"/> Other:	TCLP for RCRA 8 Metals <input type="checkbox"/>	

Turn Around Time	Same Day <input type="checkbox"/>	1 Day <input type="checkbox"/>	2 days <input type="checkbox"/>	3 Days <input type="checkbox"/>
	4 Days <input type="checkbox"/>	<input checked="" type="checkbox"/> Standard (5 day)	Other Test: <input type="checkbox"/>	

Sample #	Collection Date & Time	Sample Identification/Location	Flow Rate	Start Time	Stop Time	Volume (L) Area (Sq ft)
P1	1/14/21	Exterior				
P2	↓	Basement				
P3	↓	Skirt Basement				

Special Instructions	
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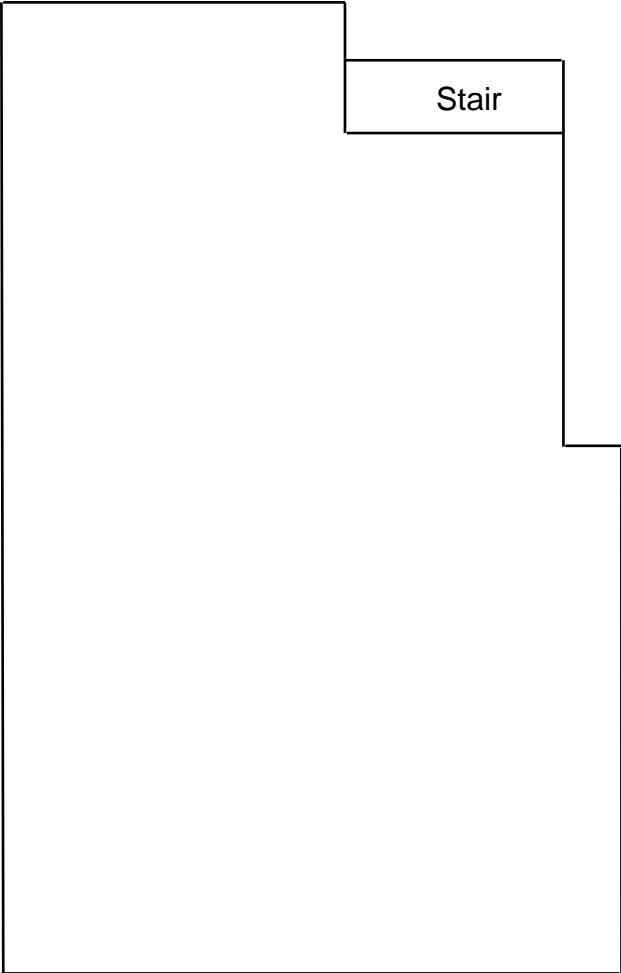
Relinquished by	Date	Time	Received by	Date	Time
<i>Dean Jacobsen</i>	1/15/21	1700	<i>CS</i>	1/18/21	9:30am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

C. FLOOR PLANS

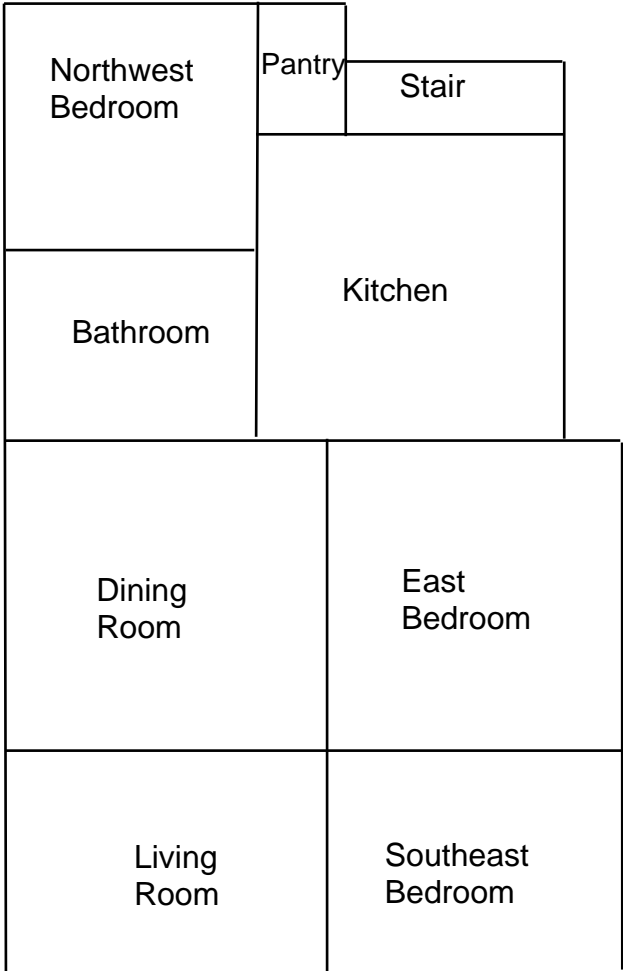
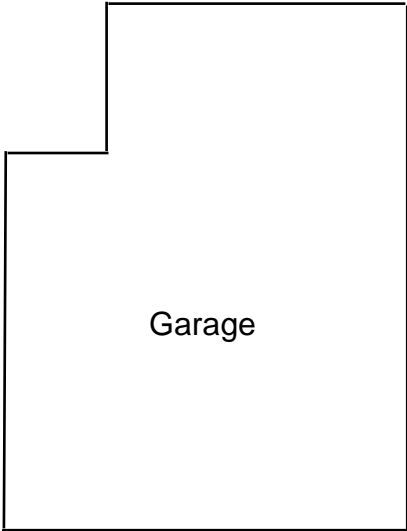
**One Family Dwelling
1516 69th Street
Kenosha, Wisconsin**

Basement Floor Plan



**One Family Dwelling
1516 69th Street
Kenosha, Wisconsin**

1st Floor Plan



D. KPH CERTIFICATION

Company Certificate

This certifies that

KPH ENVIRONMENTAL CORPORATION

1237 W BRUCE ST
MILWAUKEE WI 53204-1218

is certified under ch. DHS 159, Wis.Adm.Code as a

Asbestos Company -- Primary

Certificate Issue Date: 07/16/2020
Expiration Date: 09/10/2022, 12:01 a.m.
Certification #: CAP-1432180

Wisconsin Department of Health Services
Division of Public Health
Bureau of Environmental and Occupational Health
Asbestos & Lead Section
PO Box 2659
Madison WI 53701-2659
Phone: (608) 261-6876



Miriam Hasan
Miriam Hasan, Unit Supervisor



State of Wisconsin
Department of Health Services

Tony Evers
Governor

Andrea Palm April 1, 2020
Secretary

DAMIAN SCOTT ROGOWSKI
3521 ASCOT DR
MT PLEASANT WI 53406-5205

ID# AII-161300

Congratulations! Your new Wisconsin certification card is enclosed. Please look it over and call us right away if anything on your blue card is wrong.

Follow Wisconsin law by making sure that you:

1. Have your blue card with you when doing regulated work.
2. Work safely using the methods you learned in training.
3. Keep your mailing address up to date. We mail a reminder when it's time to renew your blue card. Update your address by emailing DHSAsbestosLead@wi.gov, by using our Lead and Asbestos Online Certification website, www.dhs.wisconsin.gov/waldo, or by mailing a note to:

Lead and Asbestos Section
1 W. Wilson St., Room 137
P.O. Box 2659
Madison WI 53701-2659

4. Take refresher training well before the "Training due by" date printed on your blue card.
 - o Asbestos-certified individuals must refresh in Wisconsin no earlier than **90 days** before the due date to keep the same expiration date.
Find asbestos training providers at www.dhs.wisconsin.gov/asbestos.
 - o Lead-certified individuals can refresh up to **1 year** before the due date.
Find lead training providers at www.dhs.wisconsin.gov/lead.
5. Apply to renew your card at least **1 month** before the "Exp." date on your blue card.
6. Be associated with a certified company when doing regulated work in Wisconsin. If you work for yourself, you must certify your own company under a name of your choosing. Otherwise, you must be employed by a certified company. Get a company application form at www.dhs.wisconsin.gov/lead or www.dhs.wisconsin.gov/asbestos.
7. **Don't** conduct regulated work after your blue card expires. This could result in an enforcement action.

By getting certified and working safely, you show professional responsibility. Contact us at the phone numbers below and on the back of your blue card for more information.

The Lead and Asbestos Certification Application Form (608) 261-6876

DHSAsbestosLead@wi.gov
www.dhs.wisconsin.gov/asbestos
www.dhs.wisconsin.gov/lead



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