

**THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO REMOVE AND DISPOSE
OF ASBESTOS CONTAINING MATERIAL
WITH INSTRUCTIONS TO PROPOSERS
PROPOSAL NO.**

ISSUED:

The City of Kenosha, Wisconsin, will receive proposals for the removal and disposal of Asbestos Containing Material from the structure(s) described below in accordance with this Request for Proposal with Instructions to Proposers and the enclosed Environmental Inspection Reports, the General Specifications and Conditions, and the Contract, hereinafter referred to as the Work.

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.

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

ASBESTOS REMOVAL AND DISPOSAL. Environmental Inspection Reports indicating the description, location and quantity of Category I, Category II, and Regulated Asbestos Containing Material (RACM) 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 and any subcontractor performing asbestos removal and disposal shall also be 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, and Regulated Asbestos Containing Material shall be removed from the structure(s) and properly disposed of as required by Federal and State law, rules and regulations.

STRUCTURE(S) REQUIRING REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL.

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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.

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 April 7, 2022 to give Proposers an opportunity to inspect the structure(s) and to ask staff questions.

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.

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, and Regulated Asbestos Containing Material (RACM), 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, any combination of structures, or all structures, 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 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 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.

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. is identified in the Environmental Inspection Reports.

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 City Inspections 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 City 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 five (5) calendar days of notification of execution of the Contract with directions to proceed from the City. The Work shall be completed within thirty (30) 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.

STATUTORY SWORN STATEMENT. _____,

also deposes and states that he/she has examined the Request for Proposal with Instructions to Proposers, 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 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

PROJECT NO.

Between

THE CITY OF KENOSHA, WISCONSIN A
Wisconsin Municipal Corporation

And

This Contract to Remove and Dispose of Asbestos Containing Material ("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 _____, a _____ 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 according to the Request for Proposal with Instructions to Proposers, 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
 - 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
- 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 City 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, and Regulated Asbestos Containing Material (R.A.C.M.) from the specified structures all in accordance with the Request for Proposal with Instructions to Proposers, 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 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 Environmental Inspection Reports, and the General Specifications and Conditions, 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 27 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. 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.

17. 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, permits to temporarily obstruct streets and asbestos removal permits from the Wisconsin Department of Natural Resources where an exemption is not applicable.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Workmanship.

The removal and disposal of Category I, Category II and Regulated Asbestos Containing Material 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). 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 City Development.

31. 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.

32. 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.

33. 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.

34. 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 34(a), 34(b), 34(c) and 34(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 34(a), 34(b), 34(c) and 34(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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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 City 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

41. 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: _____
DEBRA GIMLER, Interim City Clerk

Date: _____

STATE OF WISCONSIN)
: SS.

COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2022, John M. Antaramian, Mayor, and Debra Gimler, Interim City Clerk of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and Interim City Clerk 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: _____

PROPOSAL 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: _____



**PRE-RENOVATION INSPECTION REPORT
ENTIRE BUILDING
Job Site:**

**Commercial Building
2216 63rd 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 # 21-400-292

Dean Jacobsen
Asbestos Inspector No. AII – 14370

Prepared by:

**KPH Environmental
1237 West Bruce Street
Milwaukee, Wisconsin 53204**

December 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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2216 63rd 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 commercial building at 2216 63rd Street, Kenosha, Wisconsin, prior to renovation. KPH conducted a visual inspection for asbestos and universal wastes. KPH collected asbestos bulk samples for laboratory analysis.

Portions of the building had previously been inspected by KPH in August 2021. That inspection had been limited to the following:

- 1st Floor STEM Lab (north center office room)
- 2nd Floor Men's & Women's Restrooms
- HVAC systems
- Exterior of Windows, and
- Visibly Damaged Materials

During the August 2021 inspection, asbestos was detected above the regulatory level of 1% in tan caulk in the 1st floor STEM Lab, floor tile mastic in the 2nd floor men's restroom, brown caulk on the 2nd floor HVAC room boiler stack, and pipe insulation fittings on the 2nd floor and basement levels.

During this December 2021 inspection, asbestos was detected above the regulatory level of 1% in floor tile mastic in the basement and 2nd floor rooms, mastic underneath basement carpet, caulk around the interior of the 1st and 2nd floor windows, and 2nd floor black wall panel mastic. Asbestos was detected below 1% in interior caulk on the 1st and 2nd floor window panes. Asbestos was not detected in any other material that was sampled. Asbestos containing materials were assumed to be in the roofing materials. Results are in Section II of this report.

Materials that contain more than 1% asbestos are defined as asbestos containing materials (ACM). Under state and federal laws if the ACMs will be removed they must be abated by Wisconsin certified asbestos abatement personnel, following Occupational Safety and Health Administration (OSHA) worker protection requirements. In addition, the Wisconsin Department of Natural Resources (DNR) or Wisconsin Department of Health Services (DHS) notification requirements would apply prior to the start of asbestos abatement. U.S. Occupational Safety and Health Administration requirements in 29 CFR 1926.1101 must be followed if the materials containing less than 1% asbestos will be removed during renovation.

Universal wastes and other hazardous material were also observed inside the building, 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-renovation inspection of the commercial building at 2216 63rd Street, Kenosha, Wisconsin, for the following:

- Suspect asbestos containing materials
- Universal wastes such as refrigerators, light bulbs and PCB containing light fixture ballasts

Zohrab Khaligian, the City of Kenosha, authorized KPH to conduct an inspection and to analyze samples collected during the inspection. The inspection of the building at 2216 63rd Street, Kenosha, Wisconsin, was conducted on December 6, 2021, to cover the items listed above. The inspection was conducted by Dean Jacobsen, Wisconsin Asbestos Inspector License No. 14370. 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 building, 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. According to the USEPA, this includes all materials except wood, metal, fiberglass, and glass. 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 damage and 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 building as required by US EPA NESHAP regulation 40 CFR 61 Subpart M, and NR 447 of the Wisconsin Administrative Code:

- Floor tile
- Ceiling tile
- Drywall/joint compound
- Tar paper
- Vinyl wallbase
- Terrazzo floor
- Caulk
- 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 Schneider Laboratories Global, 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. 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
1Aa	1 st floor – south hall – south end – 9” gray and black floor tile	Negative	MF9yk
1Ab	1 st floor – south hall – south end – under 9” gray and black floor tile – black mastic	Trace <1% Chrysotile	MF9yk

1Ba	1 st floor – south hall – near closet – 9” gray and black floor tile	Negative	MF9yk
1Bb	1st floor – south hall – near closet – under 9” gray and black floor tile – black mastic	Positive 3% Chrysotile	MF9yk
Sample #	Location and Description	Results	Homogeneous Code
1Ca	1 st floor – south hall – north end – 9” gray and black floor tile	Negative	MF9yk
1Cb	1 st floor – south hall – north end – under 9” gray and black floor tile – black mastic	Trace <1% Chrysotile	MF9yk
2Aa	Basement – south hall – 1’ x 1’ pinholed and grooved ceiling tile	Negative	MCT11PG
2Ab	Basement – south hall – under 1’ x 1’ pinholed and grooved ceiling tile – brown mastic	Negative	MCT11PG
2Ba	1 st floor – main area – 1’ x 1’ pinholed and grooved ceiling tile	Negative	MCT11PG
2Bb	1 st floor – main area – under 1’ x 1’ pinholed and grooved ceiling tile – brown mastic	Negative	MCT11PG
2Ca	2 nd floor – center office – 1’ x 1’ pinholed and grooved ceiling tile	Negative	MCT11PG
2Cb	2 nd floor – center office – under 1’ x 1’ pinholed and grooved ceiling tile – brown mastic	Negative	MCT11PG
3A	Basement – south hall – above ceiling tile – brown drywall	Negative	MDWn
3B	1 st floor – main area – above ceiling tile – brown drywall	Negative	MDWn
3C	2 nd floor – center office – above ceiling tile – brown drywall	Negative	MDWn
4Aa	Basement – dumb waiter closet – 1’ x 1’ gray ceiling tile	Negative	MCT11y
4Ab	Basement – dumb waiter closet – under 1’ x 1’ gray ceiling tile – brown mastic	Negative	MCT11y
4Ac	Basement – dumb waiter closet – on 1’ x 1’ gray ceiling tile – yellow layer	Negative	MCT11y
4Ba	Basement – employee restroom – 1’ x 1’ gray ceiling tile	Negative	MCT11y
4Bb	Basement – employee restroom – under 1’ x 1’ gray ceiling tile – brown mastic	Negative	MCT11y
4Bc	Basement – employee restroom – on 1’ x 1’ gray ceiling tile – yellow layer	Negative	MCT11y
4Ca	2 nd floor – womens restroom ante room – 1’ x 1’ gray ceiling tile	Negative	MCT11y
4Cb	2 nd floor – womens restroom ante room – under 1’ x 1’ gray ceiling tile – brown mastic	Negative	MCT11y
4Cc	2 nd floor – womens restroom ante room – on 1’ x 1’ gray ceiling tile – yellow layer	Negative	MCT11y
5A	Basement – safety deposits box view rooms – under carpet – cream carpet mastic	Trace <1% Chrysotile	MCMc
5A	Point Count Result	Trace 0.5% Chrysotile	MCMc
5B	Basement – safety deposits box view rooms – under carpet – cream carpet mastic	Trace <1% Chrysotile	MCMc
5B	Point Count Result	Trace 0.7% Chrysotile	MCMc
5C	Basement – safety deposits box view rooms – under carpet – cream carpet mastic	Trace <1% Chrysotile	MCMc

5C	Point Count Result	Positive 1.2% Chrysotile	MCMc
6A	Basement – safety deposits box view rooms – southeast wall under wood panel – white drywall	Negative	MDWw
6B	1 st floor – southeast office – west wall under wood panel – white drywall	Negative	MDWw
Sample #	Location and Description	Results	Homogeneous Code
6C	Basement – safety deposits box view rooms – northeast wall under wood panel – white drywall	Negative	MDWw
7A	Basement – safety deposits box view rooms – northeast under wall panel – tar paper	Negative	MPT
7B	Basement – safety deposits box view rooms – northeast under wall panel – tar paper	Negative	MPT
7C	Basement – safety deposits box view rooms – northeast under wall panel – tar paper	Negative	MPT
8A	1 st floor – main area – south center under carpet – green mastic	Negative	MCMg
8B	1 st floor – northeast office – under carpet – green mastic	Negative	MCMg
8C	1 st floor – east center office – under carpet – green mastic	Negative	MCMg
9Aa	1 st floor – main area – south center wall – 4” black vinyl wallbase	Negative	MV4k
9Ab	1 st floor – main area – south center wall – under 4” black vinyl wallbase – beige mastic	Negative	MV4k
9Ba	1 st floor – main area – northwest wall – 4” black vinyl wallbase	Negative	MV4k
9Bb	1 st floor – main area – northwest wall – under 4” black vinyl wallbase – beige mastic	Negative	MV4k
9Ca	1 st floor – main area – southwest wall – 4” black vinyl wallbase	Negative	MV4k
9Cb	1 st floor – main area – southwest wall – under 4” black vinyl wallbase – beige mastic	Negative	MV4k
10A	1 st floor – main area – northwest under carpet – yellow mastic	Negative	MCMI
10B	1 st floor – main area – west center under carpet – yellow mastic	Negative	MCMI
10C	1 st floor – main area – southwest under carpet – yellow mastic	Negative	MCMI
11A	1 st floor – main area – southwest floor – terrazzo	Negative	MTZ
11B	1 st floor – north center office floor – terrazzo	Negative	MTZ
11C	2 nd floor – southwest stair floor – terrazzo	Negative	MTZ
12Aa	2 nd floor – hall – north end under carpet – 9” beige and tan floor tile	Negative	MF9et
12Ab	2nd floor – hall – north end under 9” beige and tan floor tile – black mastic	Positive 3% Chrysotile	MF9et
12B	2 nd floor – northwest office under carpet – gold mastic	Negative	MCMd
12Ca	2 nd floor – south office under carpet – gold mastic	Negative	MCMd
12Cb	2 nd floor – south office under gold mastic – 9” beige and tan floor tile	Negative	MF9et
12Cc	2nd floor – south office under 9” beige and tan floor tile – black mastic	Positive 3% Chrysotile	MF9et
13Aa	2 nd floor – south center office – west wall – drywall #3	Negative	MDW3
13Ab	2 nd floor – south center office – west wall – joint compound	Negative	MDW3

13Ba	2 nd floor – north center storage room – south wall – drywall #3	Negative	MDW3
13Bb	2 nd floor – north center storage room – south wall – joint compound	Negative	MDW3
13Ca	2 nd floor – southwest office – east wall – drywall #3	Negative	MDW3
13Cb	2 nd floor – southwest office – east wall – joint compound	Negative	MDW3
Sample #	Location and Description	Results	Homogeneous Code
14A	2 nd floor – south center offices – south side – 2' x 2' ceiling tile	Negative	MSCT22
14B	2 nd floor – south center offices – north side – 2' x 2' ceiling tile	Negative	MSCT22
14C	2 nd floor – south center offices – west side – 2' x 2' ceiling tile	Negative	MSCT22
15A	2 nd floor – south office – around south window – beige caulk	Positive 2% Chrysotile	MCLKe
15A	Point Count Result	Positive 1.5% Chrysotile	MCLKe
15B	1 st floor – south lobby – around south window – beige caulk	Positive 2% Chrysotile	MCLKe
15B	Point Count Result	Positive 1.25% Chrysotile	MCLKe
15C	2 nd floor – womens restroom – around east window – beige caulk	Positive 2% Chrysotile	MCLKe
15C	Point Count Result	Trace 0.75% Chrysotile	MCLKe
16A	2 nd floor – south office – around south window – clear caulk	Negative	MCLKc
16B	2 nd floor – southwest office – around west window – clear caulk	Negative	MCLKc
16C	2 nd floor – kitchen – around east window – clear caulk	Negative	MCLKc
17A	2 nd floor – north center office – south center wall under wood panel – black mastic	Positive 4% Chrysotile	MPMk
17B	2 nd floor – north center office – south center wall under wood panel – black mastic	Positive 4% Chrysotile	MPMk
17C	2 nd floor – north center office – south center wall under wood panel – black mastic	Positive 4% Chrysotile	MPMk
18A	2 nd floor – north center office – south center wall under wood panel – tan mastic	Negative	MPMt
18B	2 nd floor – north center office – south center wall under wood panel – tan mastic	Negative	MPMt
18C	2 nd floor – north center office – south center wall under wood panel – tan mastic	Negative	MPMt
19A	2 nd floor – womens restroom – on east window at glass – white caulk	Trace <1% Chrysotile	MCLKw
19A	Point Count Result	Trace <0.25% Chrysotile	MCLKw
19B	2 nd floor – southwest office – on west window at glass – white caulk	Trace <1% Chrysotile	MCLKw
19B	Point Count Result	Trace 0.25% Chrysotile	MCLKw
19C	2 nd floor – south office – on south window at glass – white caulk	Trace <1% Chrysotile	MCLKw

19C	Point Count Result	Trace <0.25% Chrysotile	MCLKw
20A	1 st floor – main room – on east window – gray caulk	Negative	MCLKy
20B	1 st floor – main room – on west window – gray caulk	Negative	MCLKy
20C	1 st floor – south lobby – on south window – gray caulk	Negative	MCLKy

Homogeneous Material Codes

MF9yk	9” Gray & Black Floor Tile
MF9et	9” Beige & Tan Floor Tile
MCT11PG	1’ x 1’ Pinholed & Grooved Ceiling Tile
MCT11y	1’ x 1’ Gray Ceiling Tile
MSCT22	2’ x 2’ Ceiling Tile
MDWn	Brown Drywall
MDWw	White Drywall
MDW3	Drywall/Joint Compound 2 nd Floor
MCMc	Cream Carpet Mastic
MCMg	Green Carpet Mastic
MCMI	Yellow Carpet Mastic
MCMd	Gold Carpet Mastic
MPT	Tar Paper
MV4k	4” Black Vinyl Wallbase
MTZ	Terrazzo
MCLKe	Beige Caulk
MCLKc	Clear Caulk
MCLKw	White Caulk
MCLKy	Gray Caulk
MPMk	Black Wall Panel Mastic
MPMt	Tan Wall Panel Mastic

E. Asbestos Locations and Quantities

Five (5) of the materials sampled during the December 2021 inspection contain greater than 1% asbestos and are asbestos containing materials (ACM).

Material	Homogeneous Code	Location	Approximate Quantity	Material Type
Black Mastic Under 9” Beige & Tan Floor Tile	MF9et	2 nd Floor Hall, South Office, South Center Offices, Center Office, & North Center Office Under Carpet 2 nd Floor Kitchen 2 nd Floor Southwest Office & South Hall Womens Restroom	1900 SF 920 SF 1300 SF 360 SF	Category I Non-Friable
Black Mastic Under 9” Gray & Black Floor Tile	MF9yk	Basement Hall Basement Dumbwaiter Closet Basement Safety Deposit Box Area	450 SF 110 SF 2200 SF	Category I Non-Friable
Black Wall Panel Mastic	MPMk	2 nd Floor North Center Office South Wall	20 SF	Category II Non-Friable
Cream Carpet Mastic	MCMc	Basement Safety Deposit Box Viewing Rooms & Office	540 SF	Category II Non-Friable
Beige Caulk	MCLKe	1st & 2 nd Floor Rooms Around Windows	37 1 st Floor Windows 32 2 nd Floor	Category II Non-Friable

			Windows	
--	--	--	---------	--

Note: Black Floor Mastic is also located in Basement Safety Deposit Box viewing rooms and office under carpeting – approximate quantity 540 SF.

Assumed Category I Non-Friable Asbestos Containing Material:

Material	Location	Approximate Quantity	Material Type
Asphalt Composite Roofing	Roof	8,200 SF	Category I Non-Friable

Roofing was not sampled at the request of the property owner.

In addition, the following materials were found to contain more than 1% asbestos during the August 2021 Inspection:

Material	Homogeneous Code	Location	Approximate Quantity	Type
Tan Caulk	MCLKt	1 st Floor STEM Lab on Southwest Wall at Base of Wood Panel & on Northwest Countertop	18 LF	Category II Non-Friable
Black Mastic Under 9" Black & Gray Floor Tile	MF9ky	2 nd Floor Men's Restroom Ante Room on Concrete	148 SF	Category I Non-Friable
<5" Diameter Pipe Insulation Fitting	TF5	2 nd Floor Rooms #19 & HVAC/Storage, Basement	90 Fittings	Friable
Brown Caulk	MCLKn	2 nd Floor HVAC/Storage Room Around Boiler Stack Door	2 LF	Category II Non-Friable

The pipe insulation fittings 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 black mastics under floor tile are category I non-friable asbestos containing materials. If these materials are subjected to sanding, grinding, cutting or abrading during renovation, they would be then be defined as RACM under NR 447.

The black wall panel mastic, cream carpet mastic, beige caulk, tan caulk and brown caulk are category II non-friable asbestos containing materials. They were in non-friable condition at the time of the inspection. These materials have 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.

NR 447.07 requires the building owner or operator to notify the Wisconsin Department of Natural Resources at least 10 business day prior to the start of renovation using form 4500-113, or through an on line notification system, when abating more than 160 square feet or more than 260 linear feet of RACM.

One (1) of the materials sampled contains less than 1% asbestos and is not an ACM:

Material	Homogeneous Code	Location	Approximate Quantity	Material Type
White Caulk	MCLKw	2 nd Floor Rooms on Window Panes	32 2 nd Floor Windows	Category II Non-Friable

This material contains less than 1% asbestos as verified by the point count method, and by definition in NR 447, DHS 159, and 29 CFR 1926.1101 is not an ACM. Employers must still follow OSHA requirements in 29 CFR 1926.1101 (Asbestos in Construction) during disturbance or removal. This regulation requires the employer to protect employees from asbestos exposure if any amount of asbestos is present. These requirements include:

- Exposure assessments
- Use of respirators and protective clothing until exposure assessments results are known,
- Using wet methods and HEPA vacuums for cleanup,
- Putting asbestos waste in leak tight asbestos labeled containers

KPH recommends that this material tested below 1% asbestos be removed by a Wisconsin certified asbestos company if it will be disturbed as part of the renovation project.

Note#1: If additional materials are discovered during the renovation 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 renovation contractor.

III. 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
Drinking Fountain-CFC	2 nd Floor Hall	1
Thermostats/Gauges-Mercury	1 st Floor Main Room Northwest, 2 nd Floor Kitchen & Utility Room	2
Fluorescent Light Bulbs-Mercury	Rooms on All Floors	1,198
Fluorescent Light Ballasts-PCB	Rooms on All Floors	334

No samples were collected. KPH recommends that universal wastes and other hazardous materials be removed separately for proper disposal prior to renovation, as necessary.

IV. EXCLUSIONS

Excluded areas include the roof and areas within walls and ceiling. 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 renovation contractor.

V. 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
21075398
FINAL REPORT
12/15/2021 2:10:04 PM

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

Project Number: 21-400-292
P.O. Number:
Project Name: City Of Kenosha
Collected Date: 12/6/2021
Received Date: 12/7/2021 10:00:00 AM

Dear (None),

We at SanAir would like to thank you for the work you recently submitted. The 60 sample(s) were received on Tuesday, December 07, 2021 via UPS. The final report(s) is enclosed for the following sample(s): 1A, 1B, 1C, 2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 6C, 7A, 7B, 7C, 8A, 8B, 8C, 9A, 9B, 9C, 10A, 10B, 10C, 11A, 11B, 11C, 12A, 12B, 12C, 13A, 13B, 13C, 14A, 14B, 14C, 15A, 15B, 15C, 16A, 16B, 16C, 17A, 17B, 17C, 18A, 18B, 18C, 19A, 19B, 19C, 20A, 20B, 20C.

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:
- 60 samples in Good condition.



SanAir ID Number
21075398
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 12/15/2021 2:10:04 PM

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 Milwaukee, WI 53204
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Project Number: 21-400-292
P.O. Number:
Project Name: City Of Kenosha
Collected Date: 12/6/2021
Received Date: 12/7/2021 10:00:00 AM

Analyst: Hogrefe, Sarah | Moore, Brandi | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
1A / 21075398-001 , Tile	White Non-Fibrous Homogeneous		100% Other		None Detected
1A / 21075398-001 , Mastic	Brown Non-Fibrous Heterogeneous		100% Other		< 1% Chrysotile
1B / 21075398-002 , Tile	White Non-Fibrous Homogeneous		100% Other		None Detected
1B / 21075398-002 , Mastic	Black Non-Fibrous Homogeneous		97% Other		3% Chrysotile
1C / 21075398-003 , Tile	White Non-Fibrous Homogeneous		100% Other		None Detected
1C / 21075398-003 , Mastic	Yellow Non-Fibrous Heterogeneous		100% Other		< 1% Chrysotile
2A / 21075398-004 , Tile	White Fibrous Homogeneous	60% Glass 20% Cellulose	20% Other		None Detected
2A / 21075398-004 , Mastic	Brown Non-Fibrous Homogeneous		100% Other		None Detected
2B / 21075398-005 , Tile	White Fibrous Homogeneous	60% Glass 20% Cellulose	20% Other		None Detected
2B / 21075398-005 , Mastic	Brown Non-Fibrous Homogeneous		100% Other		None Detected

Analyst:

Approved Signatory:

Analysis Date: 12/15/2021

Date: 12/15/2021



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Analyst: Hogrefe, Sarah | Moore, Brandi | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
2C / 21075398-006 , Tile	White Fibrous Homogeneous	60% Glass 20% Cellulose	20% Other		None Detected
2C / 21075398-006 , Mastic	Brown Non-Fibrous Homogeneous		100% Other		None Detected
3A / 21075398-007	Beige Non-Fibrous Homogeneous	5% Cellulose	95% Other		None Detected
3B / 21075398-008	Beige Non-Fibrous Homogeneous	5% Cellulose	95% Other		None Detected
3C / 21075398-009	Beige Non-Fibrous Homogeneous	5% Cellulose	95% Other		None Detected
4A / 21075398-010 , Covering	Various Non-Fibrous Homogeneous		100% Other		None Detected
4A / 21075398-010 , Mastic	Brown Non-Fibrous Homogeneous		100% Other		None Detected
4A / 21075398-010 , Insulation	Yellow Fibrous Homogeneous	99% Glass	1% Other		None Detected
4B / 21075398-011 , Covering	White Non-Fibrous Homogeneous		100% Other		None Detected
4B / 21075398-011 , Mastic	Brown Non-Fibrous Homogeneous		100% Other		None Detected

Analyst:

Approved Signatory:

Analysis Date: 12/15/2021

Date: 12/15/2021



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Analyst: Hogrefe, Sarah | Moore, Brandi | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
4B / 21075398-011 , Insulation	Yellow Fibrous Homogeneous	99% Glass	1% Other		None Detected
4C / 21075398-012 , Covering	Various Non-Fibrous Homogeneous		100% Other		None Detected
4C / 21075398-012 , Mastic	Brown Non-Fibrous Homogeneous		100% Other		None Detected
4C / 21075398-012 , Insulation	Yellow Fibrous Homogeneous	99% Glass	1% Other		None Detected
5A / 21075398-013	Various Non-Fibrous Heterogeneous		100% Other		< 1% Chrysotile
5B / 21075398-014	Various Non-Fibrous Heterogeneous		100% Other		< 1% Chrysotile
5C / 21075398-015	Various Non-Fibrous Heterogeneous		100% Other		< 1% Chrysotile
6A / 21075398-016	White Non-Fibrous Homogeneous	5% Cellulose	95% Other		None Detected
6B / 21075398-017	White Non-Fibrous Homogeneous	5% Cellulose	95% Other		None Detected
6C / 21075398-018	White Non-Fibrous Homogeneous	5% Cellulose	95% Other		None Detected

Analyst:

Approved Signatory:

Analysis Date: 12/15/2021

Date: 12/15/2021



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Analyst: Hogrefe, Sarah | Moore, Brandi | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
7A / 21075398-019	Black Fibrous Homogeneous	65% Cellulose	35% Other	None Detected
7B / 21075398-020	Black Fibrous Homogeneous	65% Cellulose	35% Other	None Detected
7C / 21075398-021	Black Fibrous Homogeneous	65% Cellulose	35% Other	None Detected
8A / 21075398-022	Green Non-Fibrous Heterogeneous		100% Other	None Detected
8B / 21075398-023	Green Non-Fibrous Heterogeneous		100% Other	None Detected
8C / 21075398-024	Green Non-Fibrous Heterogeneous		100% Other	None Detected
9A / 21075398-025 , Covebase	Black Non-Fibrous Homogeneous		100% Other	None Detected
9A / 21075398-025 , Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
9B / 21075398-026 , Covebase	Black Non-Fibrous Homogeneous		100% Other	None Detected
9B / 21075398-026 , Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 12/15/2021

Date: 12/15/2021



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Received Date: 12/7/2021 10:00:00 AM

Analyst: Hogrefe, Sarah | Moore, Brandi | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
9C / 21075398-027 , Covebase	Black Non-Fibrous Homogeneous		100% Other		None Detected
9C / 21075398-027 , Mastic	Yellow Non-Fibrous Homogeneous		100% Other		None Detected
10A / 21075398-028	Yellow Non-Fibrous Homogeneous		100% Other		None Detected
10B / 21075398-029	Yellow Non-Fibrous Homogeneous		100% Other		None Detected
10C / 21075398-030	Yellow Non-Fibrous Homogeneous		100% Other		None Detected
11A / 21075398-031	White Non-Fibrous Homogeneous		100% Other		None Detected
11B / 21075398-032	White Non-Fibrous Homogeneous		100% Other		None Detected
11C / 21075398-033	White Non-Fibrous Homogeneous		100% Other		None Detected
12A / 21075398-034 , Floor Tile	White Non-Fibrous Homogeneous		100% Other		None Detected
12A / 21075398-034 , Mastic	Black Non-Fibrous Homogeneous		97% Other		3% Chrysotile

Analyst:

Approved Signatory:

Analysis Date: 12/15/2021

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Analyst: Hogrefe, Sarah | Moore, Brandi | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Components			Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
12B / 21075398-035	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
12C / 21075398-036 , Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
12C / 21075398-036 , Floor Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
12C / 21075398-036 , Mastic	Black Non-Fibrous Homogeneous		97% Other	3% Chrysotile
13A / 21075398-037 , Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
13A / 21075398-037 , Joint Compound	White Non-Fibrous Heterogeneous		100% Other	None Detected
13B / 21075398-038 , Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
13B / 21075398-038 , Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
13C / 21075398-039 , Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
13C / 21075398-039 , Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 12/15/2021

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Analyst: Hogrefe, Sarah | Moore, Brandi | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
14A / 21075398-040	Silver Fibrous Homogeneous	98% Glass	2% Other	None Detected
14B / 21075398-041	Silver Fibrous Homogeneous	98% Glass	2% Other	None Detected
14C / 21075398-042	Silver Fibrous Homogeneous	98% Glass	2% Other	None Detected
15A / 21075398-043	Tan Non-Fibrous Homogeneous		98% Other	2% Chrysotile
15B / 21075398-044	Tan Non-Fibrous Homogeneous		98% Other	2% Chrysotile
15C / 21075398-045	Tan Non-Fibrous Homogeneous		98% Other	2% Chrysotile
16A / 21075398-046	Clear Non-Fibrous Homogeneous		100% Other	None Detected
16B / 21075398-047	Clear Non-Fibrous Homogeneous		100% Other	None Detected
16C / 21075398-048	Clear Non-Fibrous Homogeneous		100% Other	None Detected
17A / 21075398-049	Black Non-Fibrous Homogeneous		96% Other	4% Chrysotile

Analyst:

Approved Signatory:

Analysis Date: 12/15/2021

Date: 12/15/2021



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Project Number: 21-400-292
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Collected Date: 12/6/2021
Received Date: 12/7/2021 10:00:00 AM

Analyst: Hogrefe, Sarah | Moore, Brandi | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Components		Asbestos Fibers
	Appearance	% Fibrous / % Non-fibrous	
17B / 21075398-050	Black Non-Fibrous Homogeneous	96% Other	4% Chrysotile
17C / 21075398-051	Black Non-Fibrous Homogeneous	96% Other	4% Chrysotile
18A / 21075398-052	Tan Non-Fibrous Homogeneous	100% Other	None Detected
18B / 21075398-053	Tan Non-Fibrous Homogeneous	100% Other	None Detected
18C / 21075398-054	Tan Non-Fibrous Homogeneous	100% Other	None Detected
19A / 21075398-055	Grey Non-Fibrous Homogeneous	100% Other	< 1% Chrysotile
19B / 21075398-056	Grey Non-Fibrous Homogeneous	100% Other	< 1% Chrysotile
19C / 21075398-057	Grey Non-Fibrous Homogeneous	100% Other	< 1% Chrysotile
20A / 21075398-058	Grey Non-Fibrous Homogeneous	100% Other	None Detected
20B / 21075398-059	Grey Non-Fibrous Homogeneous	100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 12/15/2021

Date: 12/15/2021



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Analyst: Hogrefe, Sarah | Moore, Brandi | King, Kristina

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
20C / 21075398-060	Grey Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 12/15/2021

Date: 12/15/2021

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



10501 Trade Ct., Suite 100
 N. Chesterfield, VA 23139
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
 sanair.com

Asbestos
Chain of Custody
 Form 140, Rev 4, 9/21/2021

SanAir ID Number
 21075398

Company: KPH Environmental Corp.		Project #: 21-400-292	Collected by:
Address: 1237 West Bruce Street		Project Name: City of Kenosha	Phone #: (414) 647-1530
City, St., Zip: Milwaukee, WI 53204		Date Collected: 12/6/21	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 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*
1A					
1B					
1C					
2A					
2B					
2C					
3A					
3B					
3C					
4A					
4B					
4C					

Relinquished by	Date	Time	Received by	Date	Time
Dean Jacobsen	12/6/21	1600	SAB	12/7/21	10:00 am

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 Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

21075398

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
5A					
5B					
5C					
6A					
6B					
6C					
7A					
7B					
7C					
8A					
8B					
8C					
9A					
9B					
9C					
10A					
10B					
10C					
11A					
11B					
11C					
12A					
12B					
12C					
13A					
13B					
13C					
14A					
14B					
14C					
15A					

Special Instructions

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	12/6/21	1600	SAH	12/7/21	10:00am

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 Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges. Page of



SanAir ID Number
21076992
FINAL REPORT
12/17/2021 4:15:53 PM

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

Project Number: 21-400-292
P.O. Number:
Project Name: City Of Kenosha
Collected Date: 12/6/2021
Received Date: 12/15/2021 2:20:00 PM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 3 sample(s) were received on Wednesday, December 15, 2021 via Fax or Email request. The final report(s) is enclosed for the following sample(s): 5A, 5B, 5C.

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 fluid and cursive.

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.



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12/17/2021 4:15:53 PM

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Project Name: City Of Kenosha
Collected Date: 12/6/2021
Received Date: 12/15/2021 2:20:00 PM

Analyst: Roseblock, Mary

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

SanAir ID / Description	Appearance	% Fibrous	% Non Fibrous	Asbestos Types	% Total Asbestos
21076992-001 / 5A	Various Non-Fibrous Heterogeneous		99.5 %	Chrysotile	0.5 %
21076992-002 / 5B	Various Non-Fibrous Heterogeneous		99.3 %	Chrysotile	0.7 %
21076992-003 / 5C	Various Non-Fibrous Heterogeneous		98.8 %	Chrysotile	1.2 %

EPA 400 Point Count with Gravimetric Reduction.

Analyst: *Mary E Roseblock*

Approved Signatory: *[Signature]*

Analysis Date: 12/17/2021

Date: 12/17/2021

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.*



SanAir ID Number
21076994
FINAL REPORT
12/17/2021 3:36:09 PM

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

Project Number: 21-400-292
P.O. Number:
Project Name: City Of Kenosha
Collected Date: 12/6/2021
Received Date: 12/15/2021 2:20:00 PM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 6 sample(s) were received on Wednesday, December 15, 2021 via Fax or Email request. The final report(s) is enclosed for the following sample(s): 15A, 15B, 15C, 19A, 19B, 19C.

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:

- 6 samples in Good condition.



SanAir ID Number
21076994
FINAL REPORT
12/17/2021 3:36:09 PM

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

Project Number: 21-400-292
P.O. Number:
Project Name: City Of Kenosha
Collected Date: 12/6/2021
Received Date: 12/15/2021 2:20:00 PM

Analyst: King, Kristina

Asbestos Bulk EPA PLM 400 Point Count

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
15A / 21076994-001	Tan Non-Fibrous Homogeneous		98.5% Other	1.5% Chrysotile
15B / 21076994-002	Tan Non-Fibrous Homogeneous		98.75% Other	1.25% Chrysotile
15C / 21076994-003	Tan Non-Fibrous Homogeneous		99.25% Other	0.75% Chrysotile
19A / 21076994-004	Grey Non-Fibrous Homogeneous		100% Other	< 0.25% Chrysotile
19B / 21076994-005	Grey Non-Fibrous Homogeneous		99.75% Other	0.25% Chrysotile
19C / 21076994-006	Grey Non-Fibrous Homogeneous		100% Other	< 0.25% Chrysotile

Analyst:

Approved Signatory:

Analysis Date: 12/17/2021

Date: 12/17/2021

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10501 Trade Ct., Suite 100
 N. Chesterfield, VA 23139
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
 sanair.com

Asbestos
 Chain of Custody
 Form 140, Rev 4, 9/21/2021

SanAir ID Number

21076994

Company: KPH Environmental Corp.		Project #: 21-400-292	Collected by:
Address: 1237 West Bruce Street		Project Name: City of Kenosha	Phone #: (414) 647-1530
City, St., Zip: Milwaukee, WI 53204		Date Collected: 12/6/21	Fax #: (414) 647-1540
State of Collection: WI	Account#: 3905	P.O. Number:	Email: dean.jacobsen@kphenvironmental.com

Bulk		
ABB	PLM EPA 600/R-93/116	<input type="checkbox"/>
	Positive Stop	<input type="checkbox"/>
ABEPA	PLM EPA 400 Point Count	<input checked="" type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count	<input type="checkbox"/>
ABBEN	PLM EPA NOB**	<input checked="" type="checkbox"/>
ABBCH	TEM Chatfield**	<input type="checkbox"/>
ABBTM	TEM EPA NOB**	<input type="checkbox"/>
ABQ	PLM Qualitative	<input type="checkbox"/>

Air		
ABA	PCM NIOSH 7400	<input type="checkbox"/>
ABA-2	OSHA w/ TWA*	<input type="checkbox"/>
ABTEM	TEM AHERA	<input type="checkbox"/>
ABATN	TEM NIOSH 7402	<input type="checkbox"/>
ABT2	TEM Level II	<input type="checkbox"/>
Other:		<input type="checkbox"/>

Soil		
ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
Vermiculite & Soil		
ABSP	PLM CARB 435 (LOD <1%)	<input type="checkbox"/>
ABSP1	PLM CARB 435 (LOD 0.25%)	<input type="checkbox"/>
ABSP2	PLM CARB 435 (LOD 0.1%)	<input type="checkbox"/>

New York ELAP		
ABEPA2	NY ELAP-198.1	<input type="checkbox"/>
ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>
ABBNY	NY ELAP 198.4 TEM NOB	<input type="checkbox"/>

Dust		
ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
Matrix	Other	<input type="checkbox"/>

Water		
ABHE	EPA 100.2	<input type="checkbox"/>

** Available on 24-hr. to 5-day TAT

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 checked="" 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*
5A					
5B					
5C					
15A					
15B					
15C					
19A					
19B					
19C					

Relinquished by <i>[Signature]</i>	Date 12/15/21	Time 1:20	Received by SALA	Date 12/15/21	Time 2:20pm
---------------------------------------	------------------	--------------	---------------------	------------------	----------------

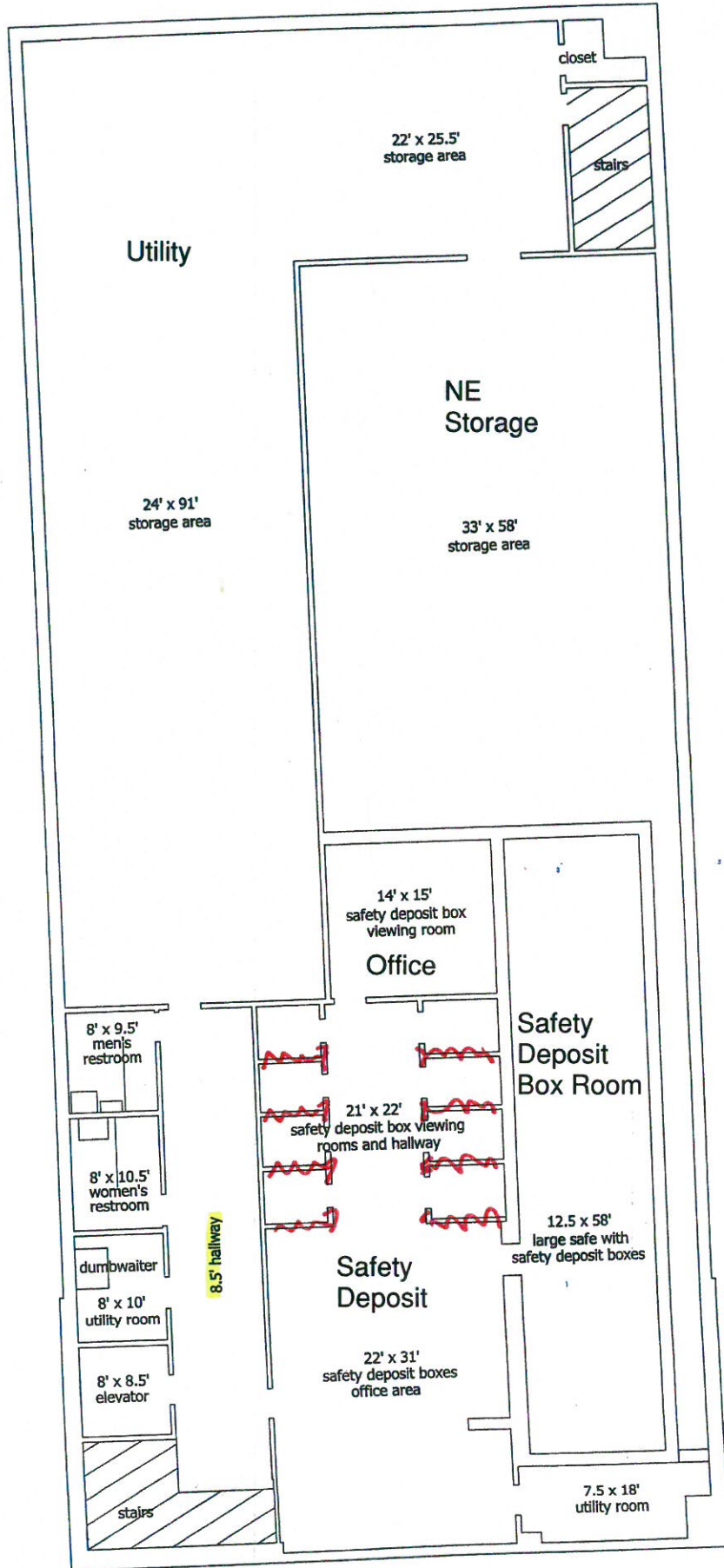
If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT 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 Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

B. FLOOR PLANS

BASEMENT

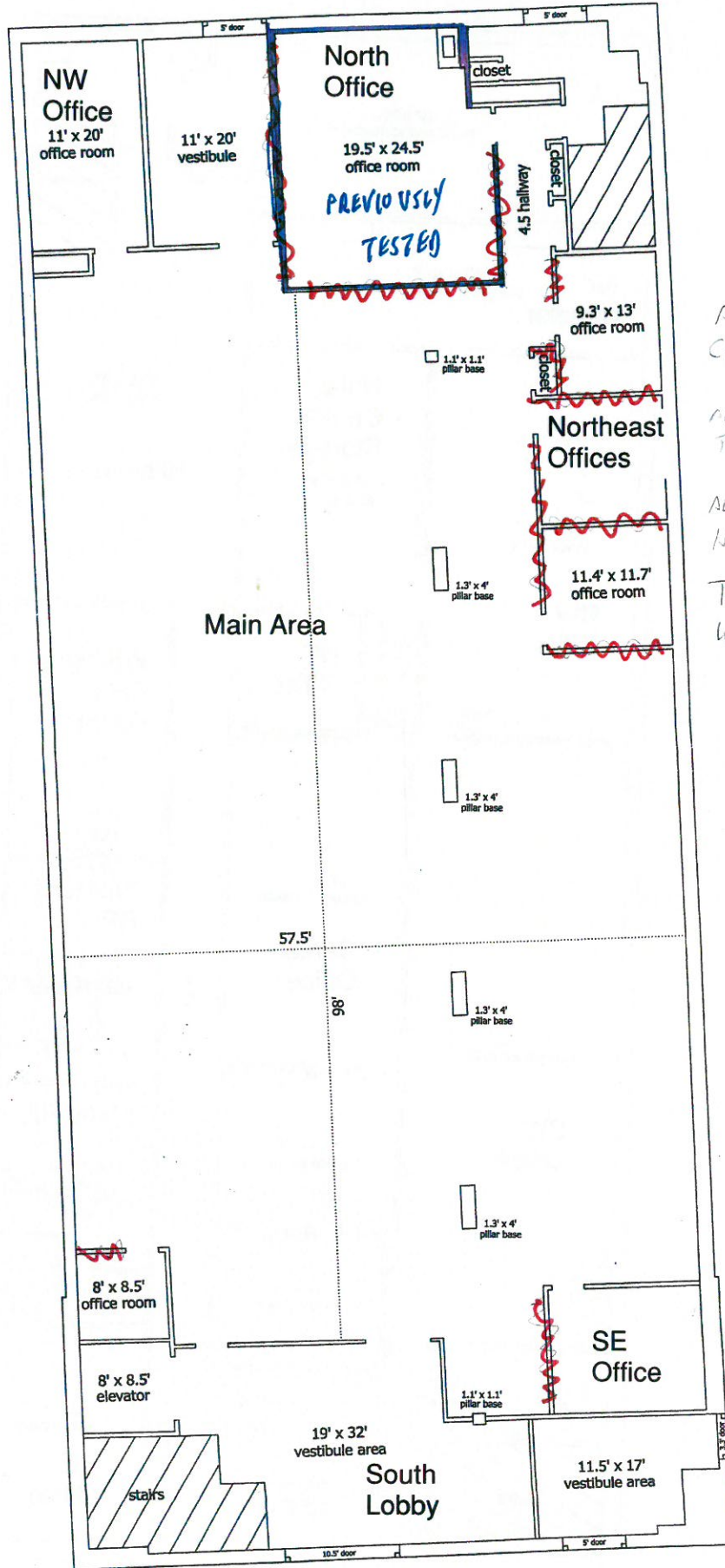
1"=10'

2216 63rd Street
Kenosha, WI



1ST FLOOR
1" = 10'

2216 63rd Street
Kenosha WI



ALL SUSPENDED
CEILING TO BE REMOVED

ALL EXISTING CARPETING
TO BE REMOVED

ALL TILE IN LOWER LEVEL
HALLWAY TO BE REMOVED

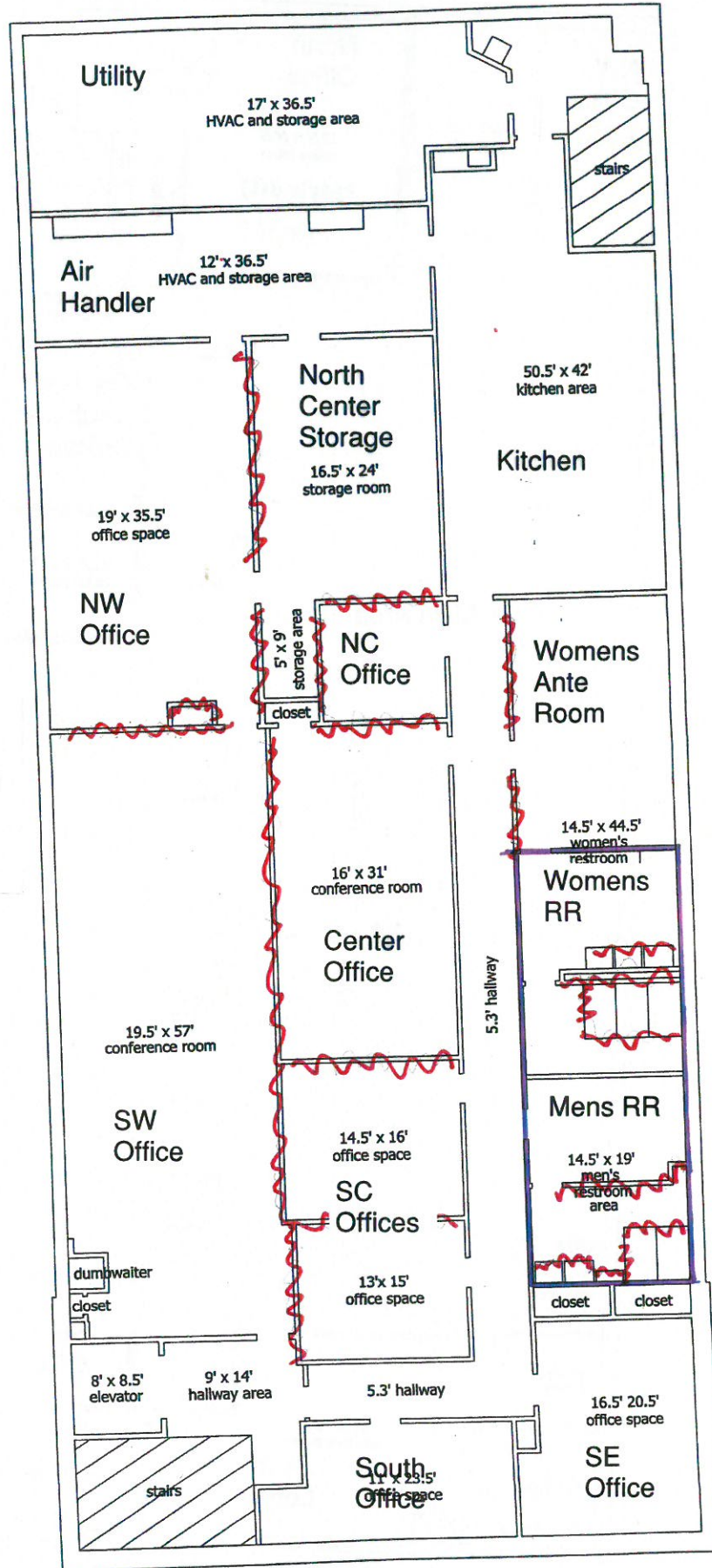
TEST CROWS IN PIPES
WRAP AS NEEDED



2ND FLOOR

1" = 10'

2216 63rd Street
Kenosha WI



C. 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

Tony Evers
Governor

Karen E Timberlake
Secretary



State of Wisconsin
Department of Health Services

DIVISION OF PUBLIC HEALTH
1 WEST WILSON STREET ROOM 250
MADISON WI 53703-3445

Fax: 608-267-2832
TTY: 711 or 800-947-3529

April 13, 2021

DEAN T JACOBSEN
W131S6781 KIPLING DR
MUSKEGO WI 53150-3401

ID# AII-14370

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:

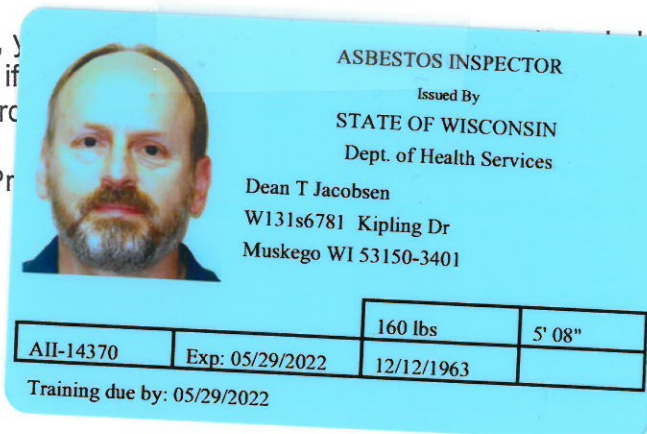
1. Have your blue card with you when doing regulated work.
2. Work safely using the methods you learned in training.
3. Keep your mailing address up to date. We mail a reminder when it's time to renew your blue card. Update your address by emailing DHSAsbestosLead@wi.gov, by using our Lead and Asbestos 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 assume a professional responsibility. Contact us if you have any questions below and on the back of your blue card.

The Lead and Asbestos Certification Program
(608) 261-6876
DHSAsbestosLead@wi.gov
www.dhs.wisconsin.gov/asbestos
www.dhs.wisconsin.gov/lead



COPY