

THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO RAZE BUILDING(S)

AT

**5801- 6th Avenue,
Kenosha, WI. 53140
Tax Parcel No. 12-223-31-488-003**

WITH INSTRUCTIONS TO PROPOSERS

Proposal Notice No. 02-17

ISSUED : Tuesday January 10, 2017

The City of Kenosha, Wisconsin, will receive proposals to raze the following building(s) delineated herein subject to the following procedures and requirements.

DEADLINE FOR RECEIPT. Tuesday January 24, 2017 at 2:30 P.M.

CITY OFFICE WHERE FILED. Department of Finance Office, 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 proposal opening on the outside of the sealed documents. **The City reserves the right to reject any incomplete proposals.**

FOR MORE INFORMATION. Call Martha Swartz, Department of Community Development and Inspections at (262) 653-4253.

STRUCTURE(S) TO BE RAZED WITHIN THE CITY OF KENOSHA.

Address : 5801-6th Avenue, Kenosha, Wisconsin 53140

Tax Parcel No: 12-223-31-488-003

Description: A commercial building consisting of approximately 9,428 square feet on the first floor and mezzanine and approximately 8,852 square feet in the basement area. A map of the structure(s) location is included.

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

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

LISTING OF SUBCONTRACTORS MUST INCLUDE THOSE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY ASBESTOS CONTAINING MATERIAL, AND MAJOR MATERIAL. THE CITY RESERVES THE RIGHT TO REJECT ANY PROPOSAL WHICH DOES NOT INCLUDE THIS DELINEATED INFORMATION OR IF IN THE CITY'S DETERMINATION, THE SUBCONTRACTOR(S) ARE NOT APPROPRIATELY QUALIFIED.

CONTRACT REQUIRED. The Contractor selected to perform the Work will be required to execute a Contract and related documents on City forms as a condition of performing the Work. A sample of the Contract format is attached hereto and includes among its provisions:

1. A time limit for completion with liquidated damages of Two Hundred Dollars (\$200.00) per day for delay where a time extension was not granted.
2. One (1) year warranty on the Work performed.
3. Performance and Payment Bond in the amount of the Contract.
4. Insurance from a company licensed to do business in the State of Wisconsin and having a minimum AM Best Financial Strength Rating of "A" or better with the following limits:
 - a. **Commercial General Liability**
 - i. Bodily Injury:
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate
 - ii. Property Damage
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate
 - b. **Automobile Liability (owned, non-owned, leased)**
 - i. Bodily Injury:
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate
 - ii. Property Damage
\$1,000,000.00 Each Occurrence

OR

- iii. Combined Single Limit
\$1,000,000.00 Each Accident
- c. **Pollution Legal Liability**
\$2,000,000.00 Each loss where asbestos removal, environmental process, abatement, remediation or dumping/disposal in a Federal or State regulated facility is required.

- d. **Worker's Compensation: Statutory Limits**
 - i. 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 over the primary insurance coverages listed above.
 - f. **Certificate of Insurance**

The insurance coverages listed above 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 before the expiration date thereof, the issuing insurer will mail thirty (30) days written notice to the Certificate Holder.
 - g. **Additional Insured**

The City of Kenosha shall be named as an additional insured with respect to coverage required by 4(a), 4(b), 4(c), and 4(e) listed above and the City of Kenosha shall be provided with the endorsement certifying that the City of Kenosha is an additional insured with respect to said policies.
 - h. **Insurance Compliance**

Each of the insurance limits listed above must be met. The City reserves the right to reject any Proposal which does not meet each of the insurance limits listed above.
5. Release/waiver of liens.
 6. Obtaining City Raze Permit; Street Opening/Occupying Permit Application (where applicable); Erosion Control Permit, and Notice to or Permit from the Wisconsin Department of Natural Resources, and Approach, Sidewalk, Curb and Gutter Application as applicable.
 7. Utility locations, clearances, hookups or cutoffs.
 8. Removal of building materials and restoration of the site.

All Work is to be performed in accordance with the Contract, which will supersede all other documents and representations

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

The City will open the building listed on Thursday January 19, 2017. Building shall remain open from 1:00 P.M. to 2:00 P.M. to give Proposers an opportunity to inspect the building and to ask staff questions. The City will not accept Proposals from any contractor who has not signed in and therefore, has not inspected the building.

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

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

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

AWARD OF CONTRACT. The City will enter into a Contract, through the Director of Finance, 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 Proposal(s) if advantageous to the City, or to select the most qualified Proposal and negotiate a Contract.

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

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

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

Any exception to the above must be approved by the City Attorney who may require such documents as may be necessary to consider 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 or Bid.
3. List of subcontractors and major suppliers (including dumping and demolition site with DNR Permit Number, if any).

THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO RAZE BUILDING(S)

AT

**5801-6th Avenue,
Kenosha, WI. 53140**

Tax Parcel No. 12-223-31-488-003

SPECIFICATIONS AND SPECIAL CONDITIONS

WORK TO BE PERFORMED.

1. Raze and remove structure including the walls, floor and all foundation walls.
2. Contractor shall be responsible for protecting the roof and north wall of 5811-6th Avenue. The Contractor shall be further responsible to repair any damage to roof or walls of the aforementioned adjacent property that is caused by demolition.
3. Properly remove and dispose of all Regulated Asbestos Containing Material (R.A.C.M.) that is found on the site.
4. Remove five (5) sanitary laterals and four (4) water laterals.
5. Remove any debris, gravel and/or dirt from site including alongside the south side of the property.
6. Remove blacktop and concrete on the east side..
7. Contractor shall be responsible to repair any damage to concrete and brick sidewalks that is caused by demolition. The repairs will be done with one and one-quarter inch (1-1/4") aggregate. Contractor shall salvage all bricks removed, placed upon pallets and contact the City to arrange a pick up. Contractor shall be responsible for maintaining the integrity of the sidewalks and alley after the removal of the foundation walls.
8. Remove tree stump on the east side and grind six (6) to eight (8) inches below grade.
9. Remove tree adjacent to the structure on the east side and grind the remaining stump six (6) to eight (8) inches below grade.
10. Contractor shall be responsible to protect parkway trees from damage on the west and north sides.
11. Remove guardrail on the east side.
12. Grade and seed lot per specifications and Erosion Control Plan.
13. Contractor shall be responsible to keep site secure, to prevent unauthorized entry until the structure is razed and property sufficiently graded.
14. Contractor shall be responsible to obtain all necessary permits including but not limited to Sewer and Water Permit, Construction Raze Permit, and Commercial Erosion Control Permit all issued from the Community Development and Inspections Department, and a Street Opening/ Occupancy Permit and Sidewalk Permit, both issued by the Department of Public Works.

ASBESTOS CONTAINING MATERIAL.

Regulated Asbestos Containing Materials (RACM), is defined in 40 C.F.R. 61.141.

The Contractor is to warrant that all Work performed under this Contract by the Contractor and its subcontractors, 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.

EQUIPMENT AND MATERIAL STORAGE.

The use of any other parcel of land for the storing of equipment and materials is prohibited unless specifically permitted by the Director of Community Development and Inspections and Director of Public Works. A street right-of-way may not be used for such purpose without the Contractor obtaining a Street Opening / Occupancy Permit from the Department of Public Works.

TIME SCHEDULE FOR OBTAINING A RAZE PERMIT.

The Contractor has fifteen (15) days from the date of Notice of Award of Contract and Notice to Proceed by the City to obtain a Raze Permit.

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

TIME OF PERFORMANCE.

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

UTILITY SERVICES.

Prior to obtaining a Raze Permit, the Contractor shall disconnect and cap all sanitary sewer, storm sewer and water laterals in accordance with Chapter 32 of the Code of General Ordinances. The City shall disconnect gas and electrical power and remove power lines from the building or structure to be razed.

FOUNDATION AND CONCRETE REMOVAL.

The foundation and floor shall be completely removed. All concrete and/or gravel on the premises except for City public sidewalks shall be removed. **The Contractor must contact the Department of Community Development and Inspections for an inspection of the excavation and approval of the excavation before back filling begins on-site.**

PUBLIC SIDEWALK REMOVAL AND REPLACEMENT.

The Contractor shall, at their expense, remove and replace any concrete and/or brick on public sidewalk squares that are damaged during the course of the Work. The repairs will be done with one and one-quarter inch (1-1/4") base aggregate. Contractor shall salvage all bricks removed and placed upon pallets for the City to pick up and to store. Contractor shall be responsible in maintaining the integrity of the sidewalks and alley after the removal of the foundation walls.

Contractor shall be responsible to obtain all required permits.

If the public sidewalk or alley are undermined during the raze process, the City's Department of Public Works may determine that the sidewalks must be reconstructed and replaced. The Contractor shall provide an optional price (Option I on proposal form) to reconstruct the sidewalk on the north and west sides if so directed by Public Works. This Work shall also consist of saw cutting, removing and replacing unsuitable foundation underlying the south side public sidewalk: providing, installing and compacting crushed aggregate base course; concrete masonry, expansion felt, finishing, curing and protecting, cleaning, back filling, restoring disturbed areas and disposal of excess material; tools, labor, material and equipment, and other incidentals necessary to complete Work per City's Department of Public Works specifications.

REMOVAL OF MATERIAL AND DEBRIS.

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

DAMAGE OR THEFT.

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

FILL DIRT AND FINAL GRADING.

The Contractor shall use clean fill dirt with stones not exceeding one (1") inch in diameter and fill the lot to match the public sidewalk grade and adjacent lot line grade. The final grading plan shall be approved by the City's Erosion Control Inspector. The site or entity providing the clean fill shall be identified and a sample of the identified fill may be required at the discretion of the City. Cost proposals shall not be provided based upon the assumption

that the residual fill material is provided by the City's Department of Public Works, Kenosha Water Utility or from any other operation(s) performed and completed by the City. The Contractor shall place temporary seed on-site.

EROSION CONTROL.

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

DEMOLITION TECHNIQUES.

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

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

BLASTING PROHIBITED.

Work will not be performed through blasting with explosives.

DETAILED SPECIFICATIONS - SIDEWALK/CURB AND GUTTER

SECTION I - WORK TO BE DONE

The work to be done under these specifications consists in furnishing all the necessary, equipment, materials, tools and labor for the laying of concrete sidewalks and of curb and gutter, as directed by the Engineer.

SECTION II - EROSION CONTROL

It has been determined that an erosion control permit in accordance with Kenosha Ordinance 92-92 dated November 20, 1992, is not required for this project. The permit fee has been waived. The Contractor shall still be required to file with the Engineer a copy of the erosion control plan for any excess material removed from the project site and disposed elsewhere inside or outside the City. Contractor shall also provide a copy of any permit required by any Village, Town or City where excess material is deposited.

SECTION III - PORTLAND CEMENT CONCRETE

A. COMPOSITION

All Portland cement concrete used in the work under this contract shall conform to the City's air entrained class "A" or High Early Strength Concrete as indicated in the plans and special provisions or as directed by the Engineer.

The Contractor may, at their own cost and expense, elect to use high-early-strength (H.E.S.) concrete in order to reduce the required protection time, except at property access points where H.E.S. concrete shall be required and paid for at the bid price for H.E.S. concrete.

Fly ash will not be allowed.

B. PROTECTION AND CURING

The Contractor shall erect and maintain suitable barricades as may be necessary to exclude traffic from the newly constructed pavement, curb and gutter or sidewalk. Any part of the curb and gutter, pavement or sidewalk not acceptable by the City shall be repaired or replaced by and at the expense of the Contractor. Such protection shall be maintained for at least seven (7) days for curb and gutter or pavement, twenty-four (24) hours for sidewalks, or as directed by the Engineer. When high-early-strength concrete is used in curb and gutter or pavement construction the protection period may be reduced to three (3) days. Immediately after finishing operations are completed and while the concrete is still plastic, the surface of the concrete shall be covered uniformly with a water impermeable curing compound, coating applied as fine spray.

The material used shall, when tested in accordance with A.S.T.M. Designation C-156, provide a film which will retain within the specimen at the end of 72 hours at least 85% of the water used in the concrete mix. It shall be applied to the concrete at a rate sufficient to affect the required water retention and shall form a continuous coherent, water impermeable

finished walk.

Asphalt removed for new walk placement is considered to be surplus material, with the cost of disposal to be included in the prices for new walk construction.

C. DIMENSIONS

Public sidewalks constructed within a City block shall conform to the prevailing width of other sidewalks within said block. Where there is a no prevailing paved sidewalk within a given City block, public sidewalks shall be 5' in width unless otherwise directed by the Engineer, provided that in front of all stores and buildings used for mercantile, commercial and manufacturing purposes, the sidewalk shall be 5 foot in width, or as designated on a plan presented to and approved by the City Engineer's office. All sidewalks shall be a minimum of 4" in thickness, except in areas of drive approaches where the sidewalks shall be a minimum of 6" in thickness

A block shall be defined as one side of a street or highway from intersection to intersection, except where there is a cul-de-sac; in which event the cul-de-sac and both sides of the street leading into the cul-de-sac shall be considered a block.

D. FORMS

Forms should be either wood or metal, of approved type, and should be straight and strong enough to resist springing, tipping or any other displacement during the process of pouring the concrete.

Wooden forms should be at least two inches thick, except for sharply curved sections. They should be securely staked to hold required line and grade. NO EXPANSION JOINT MATERIAL OVER 16 INCHES IN LENGTH MAY BE USED AS A FORM FOR PLACEMENT OF CONCRETE, EXCEPT IN AREAS WHERE TREES MAY BE A PROBLEM AS DIRECTED BY THE ENGINEER.

E. PLACING

The concrete shall be handled rapidly and the successive batches deposited in a continuous operation, completing individual section to the required depth and width. Under no circumstances shall concrete that has partially hardened be used. The method of placing the various sections shall be such as to produce a straight, clean-cut joint between them. Any concrete in excess of that needed to complete a section at the stopping of work shall not be used. No one shall not be permitted to walk on the freshly laid concrete. In no case shall concrete be deposited upon frozen subgrade or subbase.

F. FINISHING

After the concrete has been brought to grade, it shall be floated with a bull float, to be followed shortly thereafter by floating with a long handled steel trowel. An edger of 3/4" radius design shall be used on all longitudinal edges and a 3/4" radius jointer to score all transverse joints. When the concrete is ready the final finish shall be made by qualified skilled finishers only. The surface shall be lightly brushed before the concrete has set, so as

Detailed Specifications - Sidewalk/Curb & Gutter

On streets which have existing bituminous concrete in the gutter pan and which are designated as requiring bituminous concrete on the work list, the Contractor shall replace bituminous concrete equal in depth to that removed. The Contractor shall make a clean and straight cut on the existing bituminous concrete and apply tack coat at a rate of 0.10 gal./s.y. on the concrete surface and all edges prior to placing of new bituminous concrete. Payment shall be by the linear foot and shall be included in the price for concrete curb and gutter with asphalt pan.

In large areas, as designated by the Engineer, where excess settlement has occurred the Contractor shall supply and compact granular base course to bring the area to grade. Payment for this work shall be made at the price bid per ton for granular base course. The Contractor shall supply weight tickets for each load used.



December 12, 2016

Mr. Mark Willing
Purchasing Manager
City of Kenosha- Department of Finance
Municipal Building- Room 208
625 52nd Street
Kenosha, Wisconsin 53140

Re: NESHAP Asbestos Survey at
Vacant Commercial Building
5801 6th Avenue
Kenosha, Wisconsin
PSI Project No. 0054976

Dear Mr. Willing:

In accordance with our agreement dated May 15, 2012, Professional Service Industries, Inc. (PSI), has performed an Asbestos Survey of the above-referenced property to identify all Asbestos-Containing Materials (ACM) including Category I and Category II non-friable ACM. Below, please find a discussion of our survey and results.

Facility Description

The facility included in this National Emissions Standard for Hazardous Air Pollutants (NESHAPs) Asbestos Survey was a single-story, commercial building with full basement and mezzanine level. At the time of PSI's survey, the building was vacant.

Survey Intent

This asbestos survey was intended to meet the requirements of the NESHAP for Asbestos demolition or renovation. The survey included a thorough inspection of all areas of demolition or renovation. PSI's inspection team identified, quantified and assessed the condition of all Regulated Asbestos Containing Material (RACM), Category I non-friable ACM and Category II non-friable ACM. A hand pressure test was used to determine whether the material was friable.

Representative samples were collected and submitted to an accredited laboratory for analysis by Polarized Light Microscopy. Reports of Analysis are attached along with Chain of Custody documentation, Bulk Sample Logs, Site Layout Diagrams, and Inspector and Laboratory Certifications.

Findings

Asbestos-containing materials were discovered during this asbestos survey. Assumed asbestos-containing materials were identified and included electrical boxes. The table below details the findings of this survey.

Table 1-Asbestos Containing Materials

Material Description	Locations in Facility	Total Quantity	RACM, Cat. I or Cat. II	Friable (Y/N)	Condition
12" x 12" Beige Floor Tile and Associated Mastic	Room 01	4,000 SF	RACM	Y	Poor
1" - 5" O.D. Aircell Pipe Insulation	Rooms 01, 14, 15 and STWL1	32 LF	RACM	Y	Poor
6" - 10" O.D. Aircell Pipe Insulation	Rooms 01, 03 and STWL1	30 LF	RACM	Y	Poor
1" - 5" O.D. Cardboard Pipe Insulation	Rooms 01 and 06	100 LF	RACM	Y	Poor
1" - 5" O.D. Fittings on Cardboard Pipe Insulation	Rooms 01 and 06	3 Fittings	RACM	Y	Poor
Exposed Black Column Mastic	Room 01	4 SF	Cat. II	N	Good
Aircell Debris	Rooms 07, 08 (in concrete blocks in pipe chase), 14 (in walls and on floor) and 16	25 SF	RACM	Y	Poor
Panel Mastic - Brown	Room 11	320 SF	Cat. II	N	Good
Black Weatherproofing on Fibrous Board	Room 12	2,000 SF	Cat. II	N	Good
9" x 9" Red Floor Tile and Associated Mastic	Room 110	450 SF	RACM	Y	Poor
1' x 1' Pinholes and Fissures Ceiling Tile (Mastic Non-ACM)	MEZZ 2	150 SF	RACM	Y	Poor
Roof Flashing	Roof 1	400 SF	Cat. I	N	Damaged
Roof Flashing	Roof 2	600 SF	Cat. I	N	Good
Carpet Mastic	Room STWL1	80 SF	Cat. II	N	Good
9" x 9" Brown Floor Tile and Associated Mastic	Rooms 104, 106, 107, 108, 110, 111, 112, 113, 114 and E-1 (Beneath Terrazzo)	6,930 SF	Cat. I	N	Good
Vertical Seam Caulk - Gray	Exterior - North Side	1 SF	Cat. I	N	Good
Window Pane Glazing - Beige (Behind Skling)	Exterior - East Side	3 SF	Cat. I	N	Good

NESHAP Asbestos Survey
 Commercial Building-5801 6th Ave. - Kenosha, WI
 PSI Project No. 0054976

Material Description	Locations in Facility	Total Quantity	RACM, Cat. I or Cat. II	Friable (Y/N)	Condition
Window Pane Glazing - Hard, Gray (Metal Windows)	Exterior - East & North Sides	10 SF	RACM	N	Poor
Window Caulk - Hard, Gray (Metal Windows)	Exterior - North Side	6 SF	RACM	N	Poor
Panel Mastic Black	Room 100	170 SF	Cat. II	N	Good
Electrical Boxes (Assumed Transite Components)	Rooms 01, 03, 04, 10, 15, 16, 17, 108, 111 and 113	38 Boxes	RACM	N	Good

SF=Square Feet
EA=Each

Warranty

The information contained in this report is based upon the data furnished by the Client and observations and test results provided by PSI. These observations and results are time dependent, are subject to changing site conditions, and revisions to Federal, State and local regulations.

PSI warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the asbestos industry. PSI also recognizes that raw laboratory test data are not usually sufficient to make all abatement and management decisions.

As directed by the client, PSI did not provide any service to investigate or detect the presence of moisture, mold or other biological contaminants in or around any structure, or any service that was designed or intended to prevent or lower the risk of the occurrence of the amplification of the same. Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or recurrence of mold amplification.

This report was prepared pursuant to the contract PSI has with the City of Kenosha. That contractual relationship included an exchange of information about the subject site that was unique and between PSI and its client and serves as the basis upon which this report was prepared. Because of the importance of the communication between PSI and its client, reliance or any use of this report by anyone other than the City of Kenosha, for whom it was prepared, is prohibited and therefore not foreseeable to PSI.

Reliance or use by any such third party without explicit authorization in the report does not make said third party a third party beneficiary to PSI's contract with the City of Kenosha. Any such unauthorized reliance on or use of this report, including any of its information or conclusions, will be at third party's risk. For the same reasons, no warranties or representations, expressed or implied in this report, are made to any such third party.

No other warranties are implied or expressed.

NESHAP Asbestos Survey
Commercial Building-5801 6th Ave. - Kenosha, WI
PSI Project No. 0054976

Unidentifiable Conditions

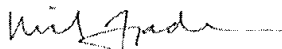
This report is necessarily limited to the conditions observed and to the information available at the time of the work. Due to the nature of the work, there is a possibility that there may exist conditions which could not be identified within the scope of work or which were not apparent at the time of our site work. This report is also limited to information available from the client at the time it was conducted. The report may not represent all conditions at the subject site as it only reflects the information gathered from specific locations.

Thank you for choosing PSI as your consultant for this project. If you have any questions, or if we can be of additional service, please call us at 262.521.2125.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.



Mike Larsen
WI Asbestos Inspector #AI-13850



Michael Tjaden
Principal Consultant

Appendices

- A. Report of Bulk Sample Analysis for Asbestos/Chain of Custody
- B. Asbestos Bulk Sample Log
- C. Site Layout Drawings
- D. Inspector & Company Certifications

NESHAP Asbestos Survey
Commercial Building-5801 6th Ave. - Kenosha, WI
PSI Project No. 0054976



December 1, 2016

PSI
821 Corporate Ct.
Waukesha, WI 53189

CLIENT PROJECT: City of Kenosha; 5801 6th Avenue; 0054976
CEI LAB CODE: A16-9966

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on November 23, 2016. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

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

Thank you for your business and we look forward to continuing good relations. If you have any questions, please feel free to call our office at 919-481-1413.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tianbao Bai".

Tianbao Bai, Ph.D., CIH
Laboratory Director



730 SE Maynard Road • Cary, NC 27511 • 919.481.1413



AMENDED

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

PSI

CLIENT PROJECT: City of Kenosha; 5801 6th Avenue; 0054976

CEI LAB CODE: A16-9966

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

REPORT DATE: 11/28/16

TOTAL SAMPLES ANALYZED: 146

#SAMPLES >1% ASBESTOS: 25

TEL: 866-481-1412
www.ceilabs.com



AMENDED

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Kenosha; 5801 6th Avenue;
0054976

CEI LAB CODE: A16-9966

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-B2 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		A2270895A	Beige,Black	Mf12e	Chrysotile 5%
		A2270895B	Black	Mf12e	None Detected
2		A2270896A		Sample Not Analyzed per COC	
		A2270896B	Black	Mf12e	Chrysotile 2%
3		A2270897		Sample Not Analyzed per COC	
4		A2270898	Gray	Ta5	Chrysotile 65%
5		A2270899		Sample Not Analyzed per COC	
6		A2270900		Sample Not Analyzed per COC	
7		A2270901	Gray	Ta10	Chrysotile 65%
8		A2270902		Sample Not Analyzed per COC	
9		A2270903		Sample Not Analyzed per COC	
10		A2270904	Gray	Tc5	Chrysotile 10%
11		A2270905		Sample Not Analyzed per COC	
12		A2270906		Sample Not Analyzed per COC	
13		A2270907	Gray	Tc5	Chrysotile 35%
14		A2270908		Sample Not Analyzed per COC	
15		A2270909		Sample Not Analyzed per COC	
16		A2270910	Black	Mecm	Chrysotile 10%
17		A2270911		Sample Not Analyzed per COC	
18		A2270912		Sample Not Analyzed per COC	
19		A2270913	Red	Mclb	None Detected
20		A2270914	Red	Mclb	None Detected
21		A2270915	Red	Mclb	None Detected
22		A2270916	Gray	Mclbm	None Detected
23		A2270917	Gray	Mclbm	None Detected
24		A2270918	Gray	Mclbm	None Detected
25		A2270919	Gray	Mfp	None Detected
26		A2270920	Gray	Mfp	None Detected
27		A2270921	Gray	Mfp	None Detected
28		A2270922	White	Tdg	None Detected
29		A2270923	White	Tdg	None Detected



AMENDED

Asbestos Report Summary
By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Kenosha; 5801 6th Avenue;
0054976

CEI LAB CODE: A16-9966

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
30		A2270924	White	Tdg	None Detected
31		A2270925	Brown	Mcdc	None Detected
32		A2270926	Brown	Mcdc	None Detected
33		A2270927	Brown	Mcdc	None Detected
34		A2270928	Brown	Tdg2	None Detected
35		A2270929	Brown	Tdg2	None Detected
36		A2270930	Brown	Tdg2	None Detected
37		A2270931	Gray	Mctm	None Detected
38		A2270932	Gray	Mctm	None Detected
39		A2270933	Gray	Mctm	None Detected
40		A2270934	Off-white	Mctg	None Detected
41		A2270935	Off-white	Mctg	None Detected
42		A2270936	Off-white	Mctg	None Detected
43		A2270937	Gray	Tc5	Chrysotile 10%
44		A2270938		Sample Not Analyzed per COC	
45		A2270939		Sample Not Analyzed per COC	
46		A2270940	White	Mdw	None Detected
47		A2270941	White	Mdw	None Detected
48		A2270942	White	Mdw	None Detected
49		A2270943	Gray	Mcb	None Detected
50		A2270944	Gray	Mcb	None Detected
51		A2270945	Gray	Mcb	None Detected
52		A2270946	Gray	Mclbm	None Detected
53		A2270947	Gray	Mclbm	None Detected
54		A2270948	Gray	Mclbm	None Detected
55		A2270949	Gray	Mpm	Chrysotile 5%
56		A2270950		Sample Not Analyzed per COC	
57		A2270951		Sample Not Analyzed per COC	
58	Layer 1	A2270952	Black	Mwp	Chrysotile 10%
	Layer 2	A2270952	Brown	Mwp	None Detected
59		A2270953		Sample Not Analyzed per COC	



AMENDED

Asbestos Report Summary
By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Kenosha; 5801 6th Avenue;
0054976

CEI LAB CODE: A16-9966

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
60		A2270954		Sample Not Analyzed per COC	
61		A2270955	Black,Brown	Mfb1	None Detected
62		A2270956	Black,Brown	Mfb1	None Detected
63		A2270957	Black,Brown	Mfb1	None Detected
64		A2270958	Black	Tpw	None Detected
65		A2270959	Black	Tpw	None Detected
66		A2270960	Black	Tpw	None Detected
67		A2270961	Black	Mfp2	None Detected
68		A2270962	Black	Mfp2	None Detected
69		A2270963	Black	Mfp2	None Detected
70		A2270964	White,Black	Mt20wk	None Detected
71		A2270965	White,Black	Mt20wk	None Detected
72		A2270966	White,Black	Mt20wk	None Detected
73		A2270967	Mosaic	Mt20	None Detected
74		A2270968	Mosaic	Mt20	None Detected
75		A2270969	Mosaic	Mt20	None Detected
76		A2270970	Beige	Mpm2	None Detected
77		A2270971	Beige	Mpm2	None Detected
78		A2270972	Beige	Mpm2	None Detected
79		A2270973	Black,Tan	Mwr	None Detected
80		A2270974	White,Tan	Mwr	None Detected
81		A2270975	Gray,Tan	Mwr	None Detected
82		A2270976A	Red	Mf9r	Chrysotile 5%
		A2270976B	Black	Mf9r	Chrysotile 3%
83		A2270977		Sample Not Analyzed per COC	
84		A2270978		Sample Not Analyzed per COC	
85		A2270979	Brown	Mcdc	None Detected
86		A2270980	Brown	Mcdc	None Detected
87		A2270981	Brown	Mcdc	None Detected
88	Layer 1	A2270982	Gray	Mct1	Chrysotile 5%
	Layer 2	A2270982	Tan	Mct1	None Detected



AMENDED

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Kenosha; 5801 6th Avenue;
0054976

CEI LAB CODE: A16-9966

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
89	Layer 1	A2270983	Gray	Mct1	Chrysotile 5%
	Layer 2	A2270983	Tan	Mct1	None Detected
90	Layer 1	A2270984	Gray	Mct1	Chrysotile 5%
	Layer 2	A2270984	Tan	Mct1	None Detected
91		A2270985	Black	Mm1	None Detected
92		A2270986	Black	Mm1	None Detected
93		A2270987	Black	Mm1	None Detected
94		A2270988	Black,Tan	Mrb1	None Detected
95		A2270989	Black,Tan	Mrb1	None Detected
96		A2270990	Black,Tan	Mrb1	None Detected
97		A2270991	Black	Mrf1	Chrysotile 10%
98		A2270992		Sample Not Analyzed per COC	
99		A2270993		Sample Not Analyzed per COC	
100		A2270994	Black	Mm2	None Detected
101		A2270995	Black	Mm2	None Detected
102		A2270996	Black	Mm2	None Detected
103		A2270997	Black,Tan	Mrb2	None Detected
104		A2270998	Black,Tan	Mrb2	None Detected
105		A2270999	Black,Tan	Mrb2	None Detected
106		A2271000	Black	Mrf1	Chrysotile 10%
107		A2271001		Sample Not Analyzed per COC	
108		A2271002		Sample Not Analyzed per COC	
109		A2271003	Gray	Mctm2	None Detected
110		A2271004	Gray	Mctm2	None Detected
111		A2271005	Gray	Mctm2	None Detected
112		A2271006	Gray	Mctg2	None Detected
113		A2271007	Gray	Mctg2	None Detected
114		A2271008	Gray	Mctg2	None Detected
115		A2271009	Red,Beige	MB	None Detected
116		A2271010	Red,Beige	MB	None Detected
117		A2271011	Red,Beige	MB	None Detected



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Asbestos Report Summary
By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Kenosha; 5801 6th Avenue;
0054976

CEI LAB CODE: A16-9966

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
118		A2271012	Gray	Mbrn	None Detected
119		A2271013	Gray	Mbrn	None Detected
120		A2271014	Gray	Mbrn	None Detected
121		A2271015	Tan,Black	Mcm	Chrysotile 3%
122		A2271016		Sample Not Analyzed per COC	
123		A2271017		Sample Not Analyzed per COC	
124		A2271018	Black	Mfup	None Detected
125		A2271019	Black	Mfup	None Detected
126		A2271020	Black	Mfup	None Detected
127		A2271021A	Brown	Mf9n	Chrysotile 10%
		A2271021B	Black	Mf9n (mastic)	Chrysotile 3%
128		A2271022		Sample Not Analyzed per COC	
129		A2271023		Sample Not Analyzed per COC	
130		A2271024	Gray,White	Msm	None Detected
131		A2271025	Gray,White	Msm	None Detected
132		A2271026	Gray,White	Msm	None Detected
133		A2271027	White	Mcce	None Detected
134		A2271028	White	Mcce	None Detected
135		A2271029	White	Mcce	None Detected
136		A2271030	Gray	Mpge	None Detected
137		A2271031	Gray	Mpge	None Detected
138		A2271032	Gray	Mpge	None Detected
139		A2271033	Gray	Mvsle	Chrysotile 5%
140		A2271034		Sample Not Analyzed per COC	
141		A2271035		Sample Not Analyzed per COC	
142		A2271036	Gray,Beige	Mpge2	Chrysotile 5%
143		A2271037		Sample Not Analyzed per COC	
144		A2271038		Sample Not Analyzed per COC	
145		A2271039	Gray,Off-white	Mpge3	Chrysotile 3%
146		A2271040		Sample Not Analyzed per COC	
147		A2271041		Sample Not Analyzed per COC	



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Asbestos Report Summary
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0054976

CEI LAB CODE: A16-9966

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
148		A2271042	Gray	Mwce	Chrysotile 5%
149		A2271043		Sample Not Analyzed per COC	
150		A2271044		Sample Not Analyzed per COC	
151		A2271045	Gray	Mdce	None Detected
152		A2271046	Gray	Mdce	None Detected
153		A2271047	Gray	Mdce	None Detected
154		A2271048	Gray	Mdjce	None Detected
155		A2271049	Gray	Mdjce	None Detected
156		A2271050	Gray	Mdjce	None Detected
157		A2271051	Gray	Mwce2	None Detected
158		A2271052	Gray	Mwce2	None Detected
159		A2271053	Gray	Mwce2	None Detected
160		A2271054	Black	Mpm3	Chrysotile 10%
161		A2271055		Sample Not Analyzed per COC	
162		A2271056		Sample Not Analyzed per COC	
163	Layer 1	A2271057	White	Sp2	None Detected
	Layer 2	A2271057	Gray	Sp2	None Detected
	Layer 3	A2271057	White	Sp2	None Detected
	Layer 4	A2271057	Gray	Sp2	None Detected
164	Layer 1	A2271058	White	Sp2	None Detected
	Layer 2	A2271058	Gray	Sp2	None Detected
	Layer 3	A2271058	White	Sp2	None Detected
	Layer 4	A2271058	Gray	Sp2	None Detected
165	Layer 1	A2271059	White	Sp2	None Detected
	Layer 2	A2271059	Gray	Sp2	None Detected
	Layer 3	A2271059	White	Sp2	None Detected
	Layer 4	A2271059	Gray	Sp2	None Detected
166		A2271060	Black,Gray	Spe2	None Detected
167		A2271061	Black,Gray	Spe2	None Detected
168		A2271062	Black,Gray	Spe2	None Detected
169	Layer 1	A2271063	White	Spe3	None Detected



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Asbestos Report Summary

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PROJECT: City of Kenosha; 5801 6th Avenue;
0054976

CEI LAB CODE: A16-9966

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
	Layer 2	A2271063	Gray	Spe3	None Detected
170	Layer 1	A2271064	White	Spe3	None Detected
	Layer 2	A2271064	Gray	Spe3	None Detected
171	Layer 1	A2271065	White	Spe3	None Detected
	Layer 2	A2271065	Gray	Spe3	None Detected
172	Layer 1	A2271066	White	Sp1	None Detected
	Layer 2	A2271066	Gray	Sp1	None Detected
173	Layer 1	A2271067	White	Sp1	None Detected
	Layer 2	A2271067	Gray	Sp1	None Detected
174	Layer 1	A2271068	White	Sp1	None Detected
	Layer 2	A2271068	Gray	Sp1	None Detected
175	Layer 1	A2271069	White	Sp1	None Detected
	Layer 2	A2271069	Gray	Sp1	None Detected
176	Layer 1	A2271070	White	Sp1	None Detected
	Layer 2	A2271070	Gray	Sp1	None Detected
177	Layer 1	A2271071	White	Sp1	None Detected
	Layer 2	A2271071	Gray	Sp1	None Detected
178		A2271072	Gray	Sp1	None Detected
179		A2271073	White	Spe	None Detected
180		A2271074	White	Spe	None Detected
181		A2271075	White	Spe	None Detected
182		A2271076	White	Spe	None Detected
183		A2271077	White	Spe	None Detected



AMENDED ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct.
Waukesha, WI 53189

CEI Lab Code: A16-9966
Date Received: 11-23-16
Date Analyzed: 11-25-16
Date Reported: 11-28-16

Project: City of Kenosha; 5801 6th Avenue; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
1 A2270895A	Mf12e	Homogeneous Beige,Black Fibrous Bound	95%	Vinyl	5% Chrysotile
Lab Notes: Samples A2270895-A2270984 analyzed by TM.					
A2270895B	Mf12e	Homogeneous Black Non-fibrous Bound	100%	Mastic	None Detected
2 A2270896A	Sample Not Analyzed per COC				
A2270896B	Mf12e	Homogeneous Black Non-fibrous Bound	98%	Mastic	2% Chrysotile
3 A2270897	Sample Not Analyzed per COC				
4 A2270898	Ta5	Homogeneous Gray Fibrous Loosely Bound	35%	Binder	65% Chrysotile
5 A2270899	Sample Not Analyzed per COC				
6 A2270900	Sample Not Analyzed per COC				
7 A2270901	Ta10	Homogeneous Gray Fibrous Loosely Bound	35%	Binder	65% Chrysotile



AMENDED ASBESTOS BULK ANALYSIS
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Project: City of Kenosha; 5801 6th Avenue; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
8 A2270902	Sample Not Analyzed per COC					
9 A2270903	Sample Not Analyzed per COC					
10 A2270904	Tc5	Heterogeneous Gray Fibrous Bound	75% Cellulose	15% Binder		10% Chrysotile
11 A2270905	Sample Not Analyzed per COC					
12 A2270906	Sample Not Analyzed per COC					
13 A2270907	Tc5	Heterogeneous Gray Fibrous Bound	10% Cellulose	50% Binder 5% Silicates		35% Chrysotile
14 A2270908	Sample Not Analyzed per COC					
15 A2270909	Sample Not Analyzed per COC					
16 A2270910	Mecm	Homogeneous Black Non-fibrous Bound		90% Mastic		10% Chrysotile
17 A2270911	Sample Not Analyzed per COC					
18 A2270912	Sample Not Analyzed per COC					



AMENDED ASBESTOS BULK ANALYSIS
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Project: City of Kenosha; 5801 6th Avenue; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
19 A2270913	Mclb	Homogeneous	85%	Binder	None Detected
		Red	15%	Silicates	
		Non-fibrous Bound			
20 A2270914	Mclb	Homogeneous	85%	Binder	None Detected
		Red	15%	Silicates	
		Non-fibrous Bound			
21 A2270915	Mclb	Homogeneous	85%	Binder	None Detected
		Red	15%	Silicates	
		Non-fibrous Bound			
22 A2270916	Mclbm	Homogeneous	35%	Binder	None Detected
		Gray	65%	Silicates	
		Non-fibrous Bound			
23 A2270917	Mclbm	Homogeneous	35%	Binder	None Detected
		Gray	65%	Silicates	
		Non-fibrous Bound			
24 A2270918	Mclbm	Homogeneous	35%	Binder	None Detected
		Gray	65%	Silicates	
		Non-fibrous Bound			
25 A2270919	Mfp	Homogeneous	70%	Binder	None Detected
		Gray	30%	Silicates	
		Non-fibrous Bound			



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Project: City of Kenosha; 5801 6th Avenue; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
26 A2270920	Mfp	Homogeneous Gray Non-fibrous Bound	70% 30%	Binder Silicates	None Detected
27 A2270921	Mfp	Homogeneous Gray Non-fibrous Bound	70% 30%	Binder Silicates	None Detected
28 A2270922	Tdg	Homogeneous White Fibrous Loose	100%	Fiberglass	None Detected
29 A2270923	Tdg	Homogeneous White Fibrous Loose	100%	Fiberglass	None Detected
30 A2270924	Tdg	Homogeneous White Fibrous Loose	100%	Fiberglass	None Detected
31 A2270925	Mcdc	Homogeneous Brown Fibrous Loosely Bound	100%	Cellulose	None Detected
32 A2270926	Mcdc	Homogeneous Brown Fibrous Loosely Bound	100%	Cellulose	None Detected



AMENDED ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

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821 Corporate Ct
Waukesha, WI 53189

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Project: City of Kenosha; 5801 6th Avenue; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
33 A2270927	Mcdc	Homogeneous Brown Fibrous Loosely Bound	100%	Cellulose	None Detected
34 A2270928	Tdg2	Homogeneous Brown Fibrous Loosely Bound	100%	Cellulose	None Detected
35 A2270929	Tdg2	Homogeneous Brown Fibrous Loosely Bound	100%	Cellulose	None Detected
36 A2270930	Tdg2	Homogeneous Brown Fibrous Loosely Bound	100%	Cellulose	None Detected
37 A2270931	Mctm	Homogeneous Gray Non-fibrous Tightly Bound	85%	Binder 15% Silicates	None Detected
38 A2270932	Mctm	Homogeneous Gray Non-fibrous Tightly Bound	85%	Binder 15% Silicates	None Detected
39 A2270933	Mctm	Homogeneous Gray Non-fibrous Tightly Bound	85%	Binder 15% Silicates	None Detected



AMENDED ASBESTOS BULK ANALYSIS
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821 Corporate Ct.
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Date Reported: 11-28-16

Project: City of Kenosha; 5801 6th Avenue; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
40 A2270934	Mctg	Homogeneous Off-white Non-fibrous Bound	75%	Binder	None Detected	
41 A2270935	Mctg	Homogeneous Off-white Non-fibrous Bound	75%	Binder	None Detected	
42 A2270936	Mctg	Homogeneous Off-white Non-fibrous Bound	75%	Binder	None Detected	
43 A2270937	Tc5	Heterogeneous Gray Fibrous Bound	75%	Cellulose 15%	Binder	10% Chrysotile
44 A2270938	Sample Not Analyzed per COC					
45 A2270939	Sample Not Analyzed per COC					
46 A2270940	Mdw	Homogeneous White Fibrous Bound	10%	Cellulose 5%	80% Gypsum 5% Silicates	None Detected
47 A2270941	Mdw	Homogeneous White Fibrous Bound	10%	Cellulose 5%	80% Gypsum 5% Silicates	None Detected



AMENDED ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct.
Waukesha, WI 53189

CEI Lab Code: A16-9966
Date Received: 11-23-16
Date Analyzed: 11-25-16
Date Reported: 11-28-16

Project: City of Kenosha; 5801 6th Avenue; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Cellulose	Non-Fibrous		
48 A2270942	Mdw	Homogeneous White Fibrous Bound	10% 5%	Cellulose Fiberglass	80% 5%	Gypsum Silicates	None Detected
49 A2270943	Mcb	Homogeneous Gray Non-fibrous Tightly Bound			25% 75%	Binder Silicates	None Detected
50 A2270944	Mcb	Homogeneous Gray Non-fibrous Tightly Bound			25% 75%	Binder Silicates	None Detected
51 A2270945	Mcb	Homogeneous Gray Non-fibrous Tightly Bound			25% 75%	Binder Silicates	None Detected
52 A2270946	Mclbm	Homogeneous Gray Non-fibrous Bound			35% 65%	Binder Silicates	None Detected
53 A2270947	Mclbm	Homogeneous Gray Non-fibrous Bound			35% 65%	Binder Silicates	None Detected
54 A2270948	Mclbm	Homogeneous Gray Non-fibrous Bound			35% 65%	Binder Silicates	None Detected



AMENDED ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct
Waukesha, WI 53189

CEI Lab Code: A16-9966
Date Received: 11-23-16
Date Analyzed: 11-25-16
Date Reported: 11-28-16

Project: City of Kenosha; 5801 6th Avenue; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
55 A2270949	Mpm	Homogeneous Gray Fibrous Bound	95%	Mastic		5% Chrysotile
56 A2270950	Sample Not Analyzed per COC					
57 A2270951	Sample Not Analyzed per COC					
58 Layer 1 A2270952	Mwp	Heterogeneous Black Fibrous Bound	25%	Cellulose	10% Binder 55% Tar	10% Chrysotile
Layer 2 A2270952	Mwp	Homogeneous Brown Fibrous Bound	90%	Fiberglass	5% Tar 5% Binder	None Detected
59 A2270953	Sample Not Analyzed per COC					
60 A2270954	Sample Not Analyzed per COC					
61 A2270955	Mfbi	Heterogeneous Black,Brown Fibrous Bound	25% 35%	Fiberglass Cellulose	40% Tar	None Detected
62 A2270956	Mfbi	Heterogeneous Black,Brown Fibrous Bound	25% 35%	Fiberglass Cellulose	40% Tar	None Detected



AMENDED ASBESTOS BULK ANALYSIS
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Client: PSI
821 Corporate Ct.
Waukesha, WI 53189

CEI Lab Code: A16-9966
Date Received: 11-23-16
Date Analyzed: 11-25-16
Date Reported: 11-28-16

Project: City of Kenosha; 5801 6th Avenue; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
63 A2270957	Mfb	Heterogeneous	25%	Fiberglass	40%	None Detected
		Black,Brown Fibrous Bound	35%	Cellulose	Tar	
64 A2270958	Tpw	Homogeneous	20%	Cellulose	80%	None Detected
		Black Fibrous Bound			Tar	
65 A2270959	Tpw	Homogeneous	20%	Cellulose	80%	None Detected
		Black Fibrous Bound			Tar	
66 A2270960	Tpw	Homogeneous	20%	Cellulose	80%	None Detected
		Black Fibrous Bound			Tar	
67 A2270961	Mfp2	Homogeneous			70%	None Detected
		Black Non-fibrous Tightly Bound			30%	
68 A2270962	Mfp2	Homogeneous			70%	None Detected
		Black Non-fibrous Tightly Bound			30%	
69 A2270963	Mfp2	Homogeneous			70%	None Detected
		Black Non-fibrous Tightly Bound			30%	



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
70 A2270964	M120wk	Homogeneous White,Black Non-fibrous Tightly Bound	25% 75%	Binder Silicates	None Detected
71 A2270965	M120wk	Homogeneous White,Black Non-fibrous Tightly Bound	25% 75%	Binder Silicates	None Detected
72 A2270966	M120wk	Homogeneous White,Black Non-fibrous Tightly Bound	25% 75%	Binder Silicates	None Detected
73 A2270967	M120	Homogeneous Mosaic Non-fibrous Tightly Bound	25% 75%	Binder Silicates	None Detected
74 A2270968	M120	Homogeneous Mosaic Non-fibrous Tightly Bound	25% 75%	Binder Silicates	None Detected
75 A2270969	M120	Homogeneous Mosaic Non-fibrous Tightly Bound	25% 75%	Binder Silicates	None Detected
76 A2270970	Mpm2	Homogeneous Belge Non-fibrous Bound	100%	Mastic	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
77 A2270971	Mpm2	Homogeneous Beige Non-fibrous Bound	100%	Mastic		None Detected	
78 A2270972	Mpm2	Homogeneous Beige Non-fibrous Bound	100%	Mastic		None Detected	
79 A2270973	Mwr	Heterogeneous Black,Tan Fibrous Bound	90%	Cellulose	10%	Binder	None Detected
80 A2270974	Mwr	Heterogeneous White,Tan Fibrous Bound	90%	Cellulose	10%	Binder	None Detected
81 A2270975	Mwr	Heterogeneous Gray,Tan Fibrous Bound	90%	Cellulose	10%	Binder	None Detected
82 A2270976A	Mf9r	Homogeneous Red Fibrous Bound		95%		Vinyl	5% Chrysotile
A2270976B	Mf9r	Homogeneous Black Non-fibrous Bound		97%		Mastic	3% Chrysotile
83 A2270977	Sample Not Analyzed per COC						



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
84 A2270978	Sample Not Analyzed per COC					
85 A2270979	Mcdc	Homogeneous Brown Fibrous Loosely Bound	100%	Cellulose	None Detected	
86 A2270980	Mcdc	Homogeneous Brown Fibrous Loosely Bound	100%	Cellulose	None Detected	
87 A2270981	Mcdc	Homogeneous Brown Fibrous Loosely Bound	100%	Cellulose	None Detected	
88 Layer 1 A2270982	Mct1	Homogeneous Gray Fibrous Bound	10%	Cellulose	65% Mastic 20% Paint	5% Chrysotile
Layer 2 A2270982	Mct1	Homogeneous Tan Fibrous Bound	100%	Cellulose	None Detected	
89 Layer 1 A2270983	Mct1	Homogeneous Gray Fibrous Bound	10%	Cellulose	65% Mastic 20% Paint	5% Chrysotile
Layer 2 A2270983	Mct1	Homogeneous Tan Fibrous Bound	100%	Cellulose	None Detected	



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
90 Layer 1 A2270984	Mct1	Homogeneous Gray Fibrous Bound	10%	Cellulose 65%	Mastic 20%	5% Chrysotile
Layer 2 A2270984	Mct1	Homogeneous Tan Fibrous Bound	100%	Cellulose		None Detected
91 A2270985	Mrm1	Heterogeneous Black Fibrous Bound	15% 10%	Synthetic Fiber Cellulose	75% Tar	None Detected
Lab Notes: Samples A2270985-A2271077 Analyzed by RW						
92 A2270986	Mrm1	Heterogeneous Black Fibrous Bound	15% 10%	Synthetic Fiber Cellulose	75% Tar	None Detected
93 A2270987	Mrm1	Heterogeneous Black Fibrous Bound	15% 10%	Synthetic Fiber Cellulose	75% Tar	None Detected
94 A2270988	Mrb1	Heterogeneous Black,Tan Fibrous Bound	35%	Cellulose	65% Tar	None Detected
95 A2270989	Mrb1	Heterogeneous Black,Tan Fibrous Bound	35%	Cellulose	65% Tar	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
96 A2270990	Mrb1	Heterogeneous Black,Tan Fibrous Bound	35%	Cellulose	65%	Tar	None Detected
97 A2270991	Mrf1	Heterogeneous Black Fibrous Bound	5%	Cellulose	85%	Tar	10% Chrysotile
98 A2270992	Sample Not Analyzed per COC						
99 A2270993	Sample Not Analyzed per C.O.C						
100 A2270994	Mrm2	Heterogeneous Black Fibrous Bound	15%	Synthetic Fiber Cellulose	75%	Tar	None Detected
101 A2270995	Mrm2	Heterogeneous Black Fibrous Bound	15%	Synthetic Fiber Cellulose	75%	Tar	None Detected
102 A2270996	Mrm2	Heterogeneous Black Fibrous Bound	15%	Synthetic Fiber Cellulose	75%	Tar	None Detected
103 A2270997	Mrb2	Heterogeneous Black,Tan Fibrous Bound	35%	Cellulose	55%	Tar Gravel	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
104 A2270998	Mrb2	Heterogeneous Black,Tan Fibrous Bound	35%	Cellulose	55% 10%	Tar Gravel	None Detected
105 A2270999	Mrb2	Heterogeneous Black,Tan Fibrous Bound	35%	Cellulose	55% 10%	Tar Gravel	None Detected
106 A2271000	Mrf1	Heterogeneous Black Fibrous Bound	5%	Cellulose	85%	Tar	10% Chrysotile
107 A2271001	Sample Not Analyzed per COC						
108 A2271002	Sample Not Analyzed per COC						
109 A2271003	Mctm2	Heterogeneous Gray Fibrous Bound	<1%	Cellulose	70% 30%	Silicates Binder	None Detected
110 A2271004	Mctm2	Heterogeneous Gray Fibrous Bound	<1%	Cellulose	70% 30%	Silicates Binder	None Detected
111 A2271005	Mctm2	Heterogeneous Gray Fibrous Bound	<1%	Cellulose	70% 30%	Silicates Binder	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
112 A2271006	Mctg2	Heterogeneous Gray Fibrous Bound	<1%	Cellulose 50%	Silicates 50% Binder	None Detected
113 A2271007	Mctg2	Heterogeneous Gray Fibrous Bound	<1%	Cellulose 50%	Silicates 50% Binder	None Detected
114 A2271008	Mctg2	Heterogeneous Gray Fibrous Bound	<1%	Cellulose 50%	Silicates 50% Binder	None Detected
115 A2271009	MB	Heterogeneous Red,Beige Fibrous Bound	<1%	Cellulose 70%	Silicates 30% Binder	None Detected
116 A2271010	MB	Heterogeneous Red,Beige Fibrous Bound	<1%	Cellulose 70%	Silicates 30% Binder	None Detected
117 A2271011	MB	Heterogeneous Red,Beige Fibrous Bound	<1%	Cellulose 70%	Silicates 30% Binder	None Detected
118 A2271012	Mbm	Heterogeneous Gray Fibrous Bound	<1%	Cellulose 50%	Silicates 50% Binder	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
119 A2271013	Mbm	Heterogeneous Gray Fibrous Bound	<1%	Cellulose	50% 50%	Silicates Binder	None Detected
120 A2271014	Mbm	Heterogeneous Gray Fibrous Bound	<1%	Cellulose	50% 50%	Silicates Binder	None Detected
121 A2271015	Mcm	Heterogeneous Tan,Black Fibrous Bound	2% 3%	Cellulose Synthetic Fiber	92%	Mastic	3% Chrysotile
122 A2271016	Sample Not Analyzed per COC						
123 A2271017	Sample Not Analyzed per COC						
124 A2271018	Mfup	Heterogeneous Black Fibrous Bound	90%	Cellulose	10%	Tar	None Detected
125 A2271019	Mfup	Heterogeneous Black Fibrous Bound	90%	Cellulose	10%	Tar	None Detected
126 A2271020	Mfup	Heterogeneous Black Fibrous Bound	90%	Cellulose	10%	Tar	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
127 A2271021A	Mf9n	Heterogeneous Brown Fibrous Bound	50%	Vinyl Binder	40%	10% Chrysotile
A2271021B	Mf9n (mastic)	Heterogeneous Black Fibrous Bound	2%	Cellulose 95%	Mastic	9% Chrysotile
128 A2271022	Sample Not Analyzed per COC					
129 A2271023	Sample Not Analyzed per COC					
130 A2271024	Msm	Heterogeneous Gray,White Fibrous Bound	<1%	Cellulose 50%	Silicates Binder	50% None Detected
131 A2271025	Msm	Heterogeneous Gray,White Fibrous Bound	<1%	Cellulose 50%	Silicates Binder	50% None Detected
132 A2271026	Msm	Heterogeneous Gray,White Fibrous Bound	<1%	Cellulose 50%	Silicates Binder	50% None Detected
133 A2271027	Mcce	Heterogeneous White Fibrous Bound	<1%	Cellulose 100%	Caulk	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
134 A2271028	Mcce	Heterogeneous White Fibrous Bound	<1%	Cellulose	100%	Caulk	None Detected
135 A2271029	Mcce	Heterogeneous White Fibrous Bound	<1%	Cellulose	100%	Caulk	None Detected
136 A2271030	Mpge	Heterogeneous Gray Fibrous Bound	2%	Cellulose	50%	Calc Carb 48% Binder	None Detected
137 A2271031	Mpge	Heterogeneous Gray Fibrous Bound	2%	Cellulose	50%	Calc Carb 48% Binder	None Detected
138 A2271032	Mpge	Heterogeneous Gray Fibrous Bound	2%	Cellulose	50%	Calc Carb 48% Binder	None Detected
139 A2271033	Mvsle	Heterogeneous Gray Fibrous Bound	2%	Cellulose	90%	Binder 3% Non-Fibrous Debris	5% Chrysotile
140 A2271034	Sample Not Analyzed per COC						
141 A2271035	Sample Not Analyzed per COC						



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
142 A2271036	Mpge2	Heterogeneous Gray,Beige Fibrous Bound	2%	Cellulose	93%	Binder 5% Chrysotile
143 A2271037	Sample Not Analyzed per COC					
144 A2271038	Sample Not Analyzed per COC					
145 A2271039	Mpge3	Heterogeneous Gray,Off-white Fibrous Bound	2%	Cellulose	50%	Calc Carb 45% Binder 3% Chrysotile
146 A2271040	Sample Not Analyzed per COC					
147 A2271041	Sample Not Analyzed per COC					
148 A2271042	Mwce	Heterogeneous Gray Fibrous Bound	2%	Cellulose	93%	Binder 5% Chrysotile
149 A2271043	Sample Not Analyzed per COC					
150 A2271044	Sample Not Analyzed per COC					
151 A2271045	Mdce	Heterogeneous Gray Fibrous Bound	2% 3%	Cellulose Fiberglass	50% 45%	Calc Carb Binder None Detected



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Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
152 A2271046	Mdce	Heterogeneous Gray Fibrous Bound	2% 3%	Cellulose Fiberglass	50% 45%	Calc Carb Binder	None Detected
153 A2271047	Mdce	Heterogeneous Gray Fibrous Bound	2% 3%	Cellulose Fiberglass	50% 45%	Calc Carb Binder	None Detected
154 A2271048	Mdjce	Heterogeneous Gray Fibrous Bound	2% 3%	Cellulose Fiberglass	50% 45%	Calc Carb Binder	None Detected
155 A2271049	Mdjce	Heterogeneous Gray Fibrous Bound	2% 3%	Cellulose Fiberglass	50% 45%	Calc Carb Binder	None Detected
156 A2271050	Mdjce	Heterogeneous Gray Fibrous Bound	2% 3%	Cellulose Fiberglass	50% 45%	Calc Carb Binder	None Detected
157 A2271051	Mwce2	Heterogeneous Gray Fibrous Bound	2% 3%	Cellulose Fiberglass	50% 45%	Calc Carb Binder	None Detected
158 A2271052	Mwce2	Heterogeneous Gray Fibrous Bound	2% 3%	Cellulose Fiberglass	50% 45%	Calc Carb Binder	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Non-Fibrous			
159 A2271053	Mwce2	Heterogeneous Gray Fibrous Bound	2% 3%	Cellulose Fiberglass	50% 45%	Calc Carb Binder	None Detected
160 A2271054	Mpm3	Heterogeneous Black Fibrous Bound	5%	Cellulose	85%	Mastic	10% Chrysotile
161 A2271055	Sample Not Analyzed per COC						
162 A2271056	Sample Not Analyzed per COC						
163 Layer 1 A2271057	Sp2	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 15% 70%	Paint Silicates Calc Carb	None Detected
Layer 2 A2271057	Sp2	Heterogeneous Gray Fibrous Bound	3%	Cellulose	50% 47%	Silicates Binder	None Detected
Layer 3 A2271057	Sp2	Heterogeneous White Fibrous Bound	2%	Cellulose	23% 75%	Silicates Calc Carb	None Detected
Layer 4 A2271057	Sp2	Heterogeneous Gray Fibrous Bound	3%	Cellulose	50% 47%	Silicates Binder	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous		
164 Layer 1 A2271058	Sp2	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 15% 70%	Paint Silicates Calc Carb	None Detected
Layer 2 A2271058	Sp2	Heterogeneous Gray Fibrous Bound	3%	Cellulose	50% 47%	Silicates Binder	None Detected
Layer 3 A2271058	Sp2	Heterogeneous White Fibrous Bound	2%	Cellulose	23% 75%	Silicates Calc Carb	None Detected
Layer 4 A2271058	Sp2	Heterogeneous Gray Fibrous Bound	3%	Cellulose	50% 47%	Silicates Binder	None Detected
165 Layer 1 A2271059	Sp2	Heterogeneous White Fibrous Bound	10%	Cellulose	5% 15% 70%	Paint Silicates Calc Carb	None Detected
Layer 2 A2271059	Sp2	Heterogeneous Gray Fibrous Bound	3%	Cellulose	50% 47%	Silicates Binder	None Detected
Layer 3 A2271059	Sp2	Heterogeneous White Fibrous Bound	2%	Cellulose	23% 75%	Silicates Calc Carb	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
Layer 4 A2271059	Sp2	Heterogeneous Gray Fibrous Bound	3%	Cellulose 47%	Silicates Binder	None Detected
166 A2271060	Spe2	Heterogeneous Black,Gray Fibrous Bound	2%	Cellulose 50%	Paint Binder Silicates	None Detected
167 A2271061	Spe2	Heterogeneous Black,Gray Fibrous Bound	2%	Cellulose 50%	Paint Binder Silicates	None Detected
168 A2271062	Spe2	Heterogeneous Black,Gray Fibrous Bound	2%	Cellulose 50%	Paint Binder Silicates	None Detected
169 Layer 1 A2271063	Spe3	Heterogeneous White Fibrous Bound	<1%	Cellulose 50%	Silicates Calc Carb	None Detected
Layer 2 A2271063	Spe3	Heterogeneous Gray Fibrous Bound	2%	Cellulose 48%	Silicates Binder	None Detected
170 Layer 1 A2271064	Spe3	Heterogeneous White Fibrous Bound	<1%	Cellulose 50%	Silicates Calc Carb	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Cellulose	Non-Fibrous		
Layer 2 A2271064	Spe3	Heterogeneous Gray Fibrous Bound	2%	Cellulose	50% 48%	Silicates Binder	None Detected
171 Layer 1 A2271065	Spe3	Heterogeneous White Fibrous Bound	<1%	Cellulose	50% 50%	Silicates Calc Carb	None Detected
Layer 2 A2271065	Spe3	Heterogeneous Gray Fibrous Bound	2%	Cellulose	50% 48%	Silicates Binder	None Detected
172 Layer 1 A2271066	Sp1	Heterogeneous White Fibrous Bound	<1%	Cellulose	50% 50%	Silicates Calc Carb	None Detected
Layer 2 A2271066	Sp1	Heterogeneous Gray Fibrous Bound	2%	Cellulose	50% 48%	Silicates Binder	None Detected
173 Layer 1 A2271067	Sp1	Heterogeneous White Fibrous Bound	<1%	Cellulose	50% 50%	Silicates Calc Carb	None Detected
Layer 2 A2271067	Sp1	Heterogeneous Gray Fibrous Bound	2%	Cellulose	50% 48%	Silicates Binder	None Detected



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ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
174 Layer 1 A2271068	Sp1	Heterogeneous White Fibrous Bound	<1%	Cellulose 50%	Silicates 50% Calc Carb	None Detected
Layer 2 A2271068	Sp1	Heterogeneous Gray Fibrous Bound	2%	Cellulose 48%	Silicates Binder	None Detected
175 Layer 1 A2271069	Sp1	Heterogeneous White Fibrous Bound	<1%	Cellulose 50%	Silicates 50% Calc Carb	None Detected
Layer 2 A2271069	Sp1	Heterogeneous Gray Fibrous Bound	2%	Cellulose 48%	Silicates Binder	None Detected
176 Layer 1 A2271070	Sp1	Heterogeneous White Fibrous Bound	<1%	Cellulose 50%	Silicates 50% Calc Carb	None Detected
Layer 2 A2271070	Sp1	Heterogeneous Gray Fibrous Bound	2%	Cellulose 48%	Silicates Binder	None Detected
177 Layer 1 A2271071	Sp1	Heterogeneous White Fibrous Bound	<1%	Cellulose 50%	Silicates 50% Calc Carb	None Detected



AMENDED ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct
Waukesha, WI 53189

CEI Lab Code: A16-9966
Date Received: 11-23-16
Date Analyzed: 11-25-16
Date Reported: 11-28-16

Project: City of Kenosha; 5801 6th Avenue; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous	
Layer 2 A2271071	Sp1	Heterogeneous Gray Fibrous Bound	2%	Cellulose 48%	50% Silicates Binder	None Detected
178 A2271072	Sp1	Heterogeneous Gray Fibrous Bound	2%	Cellulose 48%	50% Silicates Binder	None Detected
Lab Notes: No Skim Coat Present						
179 A2271073	Spe	Heterogeneous White Fibrous Bound	<1%	Cellulose 50%	50% Silicates Calc Carb	None Detected
180 A2271074	Spe	Heterogeneous White Fibrous Bound	<1%	Cellulose 50%	50% Silicates Calc Carb	None Detected
181 A2271075	Spe	Heterogeneous White Fibrous Bound	<1%	Cellulose 50%	50% Silicates Calc Carb	None Detected
182 A2271076	Spe	Heterogeneous White Fibrous Bound	<1%	Cellulose 50%	50% Silicates Calc Carb	None Detected
183 A2271077	Spe	Heterogeneous White Fibrous Bound	<1%	Cellulose 50%	50% Silicates Calc Carb	None Detected



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

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

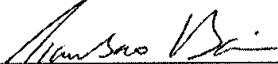
LIMIT OF DETECTION: <1% by visual estimation


REGULATORY LIMIT: >1% by weight

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

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

ANALYST: 
Ryan Williams

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


Taylor B. Metcalf





107 New Edition Court, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

(61) 116-1766
ASBESTOS A2270895-
CHAIN OF CUSTODY A2271077

LAB USE ONLY:
CEI Lab Code:
CEI Lab I.D. Range:

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: <i>Jim Updike</i>
Company: <i>PSI, Inc</i>	Email / Tel: <i>same / same</i>
Address: <i>821 Corporate Court Waukesha, WI 53189</i>	Project Name: <i>City of Kenosha Co 5801 6th Avenue - Bag #1</i>
Email: <i>jim.updike@psi-usa.com</i>	Project ID#: <i>0054976</i>
Tel: <i>(262) 521-2125</i> Fax: <i>(262) 521-2471</i>	PO #:
	STATE SAMPLES COLLECTED IN: <i>WI</i>

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 800	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 800	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-09	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6460-05	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS: <i>Stop at 1st positive on all samples: Bag #1: Samples 1-90</i>		<input checked="" type="checkbox"/> Accept Samples
		<input type="checkbox"/> Reject Samples
Relinquished By:	Date/Time	Received By:
<i>Matthew Goldmyer</i>	<i>11/22/16 by 16:00</i>	<i>M</i>
		Date/Time
		<i>11/23/16 9:20</i>

Samples will be disposed of 30 days after analysis

BULK SAMPLE LOG

Client:	City of Kenosha	Construction Date:	Unknown
Project:	Vacant Commercial Building	Date of Inspection:	11/16-21/16
Address:	5801 6th Ave., Kenosha, WI	Inspector:	Matt Geldmeyer
		Inspector #:	AI-16803

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION
01	01	12" x 12" Beige Floor Tile and Associated Mastic
02	01	12" x 12" Beige Floor Tile and Associated Mastic
03	01	12" x 12" Beige Floor Tile and Associated Mastic
04	STWL1	1" - 5" O.D. Aircell Pipe Insulation
05	14	1" - 5" O.D. Aircell Pipe Insulation
06	16	1" - 5" O.D. Aircell Pipe Insulation
07	01	6" - 10" O.D. Aircell Pipe Insulation
08	03	6" - 10" O.D. Aircell Pipe Insulation
09	STWL1	6" - 10" O.D. Aircell Pipe Insulation
10	01	1" - 5" O.D. Cardboard Pipe Insulation
11	01	1" - 5" O.D. Cardboard Pipe Insulation
12	06	1" - 5" O.D. Cardboard Pipe Insulation
13	01	1" - 5" O.D. Fittings on Cardboard Pipe Insulation
14	01	1" - 5" O.D. Fittings on Cardboard Pipe Insulation
15	06	1" - 5" O.D. Fittings on Cardboard Pipe Insulation
16	01	Exposed Black Column Mastic
17	01	Exposed Black Column Mastic
18	01	Exposed Black Column Mastic
19	02	Clay Block
20	02	Clay Block
21	02	Clay Block
22	02	Clay Block Mortar
23	02	Clay Block Mortar
24	02	Clay Block Mortar
25	03	Flue Packing - Light Gray
26	14	Flue Packing - Light Gray
27	14	Flue Packing - Light Gray
28	04	Wool Gasket
29	04	Wool Gasket
30	04	Wool Gasket
31	04	Cloth Duct Connector - White
32	04	Cloth Duct Connector - White
33	04	Cloth Duct Connector - White

BULK SAMPLE LOG

Client:	City of Kenosha	Construction Date:	Unknown
Project:	Vacant Commercial Building	Date of Inspection:	11/16-21/16
Address:	5801 6th Ave., Kenosha, WI	Inspector:	Matt Geldmeyer
		Inspector #:	All-16803

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION
34	04	Fibrous Gasket - Black
35	113	Fibrous Gasket - Black
36	113	Fibrous Gasket - Black
37	07	Ceramic Tile Wall Mastic
38	09	Ceramic Tile Wall Mastic
39	09	Ceramic Tile Wall Mastic
40	07	Ceramic Tile Wall Grout
41	09	Ceramic Tile Wall Grout
42	09	Ceramic Tile Wall Grout
43	07	Aircell Debris
44	14	Aircell Debris
45	16	Aircell Debris
46	10	Drywall
47	12	Drywall
48	108	Drywall
49	10	Concrete Block
50	13	Concrete Block
51	14	Concrete Block
52	10	Concrete Block Mortar
53	13	Concrete Block Mortar
54	14	Concrete Block Mortar
55	11	Panel Mastic - Brown
56	11	Panel Mastic - Brown
57	11	Panel Mastic - Brown
58	12	Black Weatherproofing on Fibrous Board
59	12	Black Weatherproofing on Fibrous Board
60	12	Black Weatherproofing on Fibrous Board
61	12	Fiberglass Batt Insulation with Suspect Layer
62	12	Fiberglass Batt Insulation with Suspect Layer
63	12	Fiberglass Batt Insulation with Suspect Layer
64	13	Black Tar Pipe Wrap
65	14	Black Tar Pipe Wrap
66	14	Black Tar Pipe Wrap

BULK SAMPLE LOG

Client:	City of Kenosha	Construction Date:	Unknown
Project:	Vacant Commercial Building	Date of Inspection:	11/16-21/16
Address:	5801 6th Ave., Kenosha, WI	Inspector:	Matt Goldmeyer
		Inspector #:	AI1-16803

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION
67	16	Flue Packing - Dark Gray
68	16	Flue Packing - Dark Gray
69	16	Flue Packing - Dark Gray
70	STWL1	White/Black Terrazzo
71	104	White/Black Terrazzo
72	106	White/Black Terrazzo
73	100	Mosaic Terrazzo
74	100	Mosaic Terrazzo
75	102	Mosaic Terrazzo
76	100	Panel Mastic - Beige
77	100	Panel Mastic - Beige
78	100	Panel Mastic - Beige
79	108	Window Rope
80	112	Window Rope
81	114	Window Rope
82	110	9" x 9" Red Floor Tile and Associated Mastic
83	110	9" x 9" Red Floor Tile and Associated Mastic
84	110	9" x 9" Red Floor Tile and Associated Mastic
85	113	Cloth Duct Connector - Beige
86	113	Cloth Duct Connector - Beige
87	113	Cloth Duct Connector - Beige
88	MEZZ2	1' x 1' Pinholes and Fissures Ceiling Tile and Associated Mastic
89	MEZZ2	1' x 1' Pinholes and Fissures Ceiling Tile and Associated Mastic
90	MEZZ2	1' x 1' Pinholes and Fissures Ceiling Tile and Associated Mastic
91	Roof 1	Rubber Membrane Roofing
92	Roof 1	Rubber Membrane Roofing
93	Roof 1	Rubber Membrane Roofing
94	Roof 1	Built-up Roofing
95	Roof 1	Built-up Roofing
96	Roof 1	Built-up Roofing
97	Roof 1	Roof Flashing
98	Roof 1	Roof Flashing
99	Roof 1	Roof Flashing

BULK SAMPLE LOG

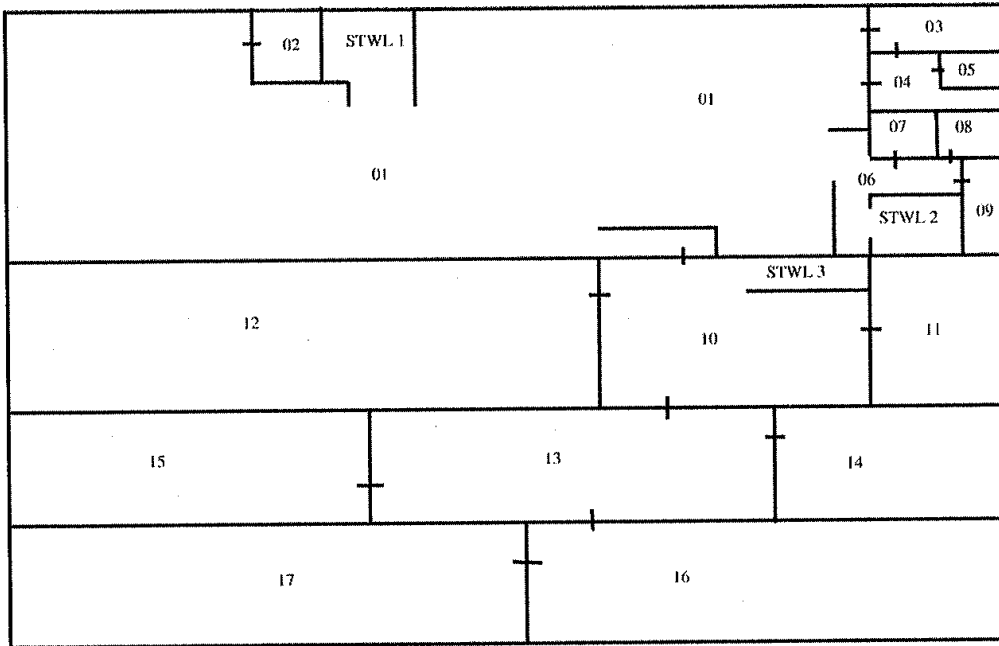
Client:	City of Kenosha	Construction Date:	Unknown
Project:	Vacant Commercial Building	Date of Inspection:	11/16-21/16
Address:	5801 6th Ave., Kenosha, WI	Inspector:	Matt Geldmeyer
		Inspector #:	AI-16803

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION
100	Roof 2	Rubber Membrane Roofing
101	Roof 2	Rubber Membrane Roofing
102	Roof 2	Rubber Membrane Roofing
103	Roof 2	Built-up Roofing
104	Roof 2	Built-up Roofing
105	Roof 2	Built-up Roofing
106	Roof 2	Roof Flashing
107	Roof 2	Roof Flashing
108	Roof 2	Roof Flashing
109	07	Ceramic Tile Floor Mastic
110	09	Ceramic Tile Floor Mastic
111	110	Ceramic Tile Floor Mastic
112	07	Ceramic Tile Floor Grout
113	09	Ceramic Tile Floor Grout
114	110	Ceramic Tile Floor Grout
115	14	Brick
116	17	Brick
117	Exterior - S. Side	Brick
118	14	Brick Mortar
119	17	Brick Mortar
120	Exterior - S. Side	Brick Mortar
121	STWL1	Carpet Mastic
122	STWL1	Carpet Mastic
123	STWL1	Carpet Mastic
124	106	Flooring Underlayment Paper
125	113	Flooring Underlayment Paper
126	110	Flooring Underlayment Paper
127	106	9" x 9" Brown Floor Tile and Associated Mastic
128	113	9" x 9" Brown Floor Tile and Associated Mastic
129	110	9" x 9" Brown Floor Tile and Associated Mastic
130	Exterior - W. Side	Stone Mortar
131	Exterior - W. Side	Stone Mortar
132	Exterior - W. Side	Stone Mortar

BULK SAMPLE LOG

Client:	City of Kenosha	Construction Date:	Unknown
Project:	Vacant Commercial Building	Date of Inspection:	11/16-21/16
Address:	5801 6th Ave., Kenosha, WI	Inspector:	Matt Geldmeyer
		Inspector #:	All-16803

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION
133	Exterior - W. Side	Canopy Caulk - White
134	Exterior - W. Side	Canopy Caulk - White
135	Exterior - W. Side	Canopy Caulk - White
136	Exterior - N. Side	Window Pane Glazing - Soft, Gray (Lower Windows)
137	Exterior - N. Side	Window Pane Glazing - Soft, Gray (Lower Windows)
138	Exterior - N. Side	Window Pane Glazing - Soft, Gray (Lower Windows)
139	Exterior - N. Side	Vertical Seam Caulk - Gray
140	Exterior - N. Side	Vertical Seam Caulk - Gray
141	Exterior - N. Side	Vertical Seam Caulk - Gray
142	Exterior - E. Side	Window Pane Glazing - Beige (Behind Siding)
143	Exterior - E. Side	Window Pane Glazing - Beige (Behind Siding)
144	Exterior - E. Side	Window Pane Glazing - Beige (Behind Siding)
145	Exterior - N. Side	Window Pane Glazing - Hard, Gray (Metal Windows)
146	Exterior - E. Side	Window Pane Glazing - Hard, Gray (Metal Windows)
147	Exterior - E. Side	Window Pane Glazing - Hard, Gray (Metal Windows)
148	Exterior - N. Side	Window Caulk - Hard, Gray (Metal Windows)
149	Exterior - N. Side	Window Caulk - Hard, Gray (Metal Windows)
150	Exterior - N. Side	Window Caulk - Hard, Gray (Metal Windows)
151	Exterior - E. Side	Door Caulk - Gray
152	Exterior - E. Side	Door Caulk - Gray
153	Exterior - E. Side	Door Caulk - Gray
154	Exterior - E. Side	Duct Joint Caulk - Gray
155	Exterior - E. Side	Duct Joint Caulk - Gray
156	Exterior - E. Side	Duct Joint Caulk - Gray
157	Exterior - E. Side	Window Caulk - Soft, Gray (Behind Siding and Upper Windows)
158	Exterior - E. Side	Window Caulk - Soft, Gray (Behind Siding and Upper Windows)
159	Exterior - E. Side	Window Caulk - Soft, Gray (Behind Siding and Upper Windows)
160	100	Panel Mastic Black
161	100	Panel Mastic Black
162	100	Panel Mastic Black
163	100	Decorative Plaster
164	100	Decorative Plaster
165	102	Decorative Plaster



Environmental Services
 821 Corporate Court
 Waukesha, Wisconsin 53189
 (262) 521-2125 Fax (262) 521-2471

City of Kenosha
 5801 6th Avenue
 Kenosha, WI

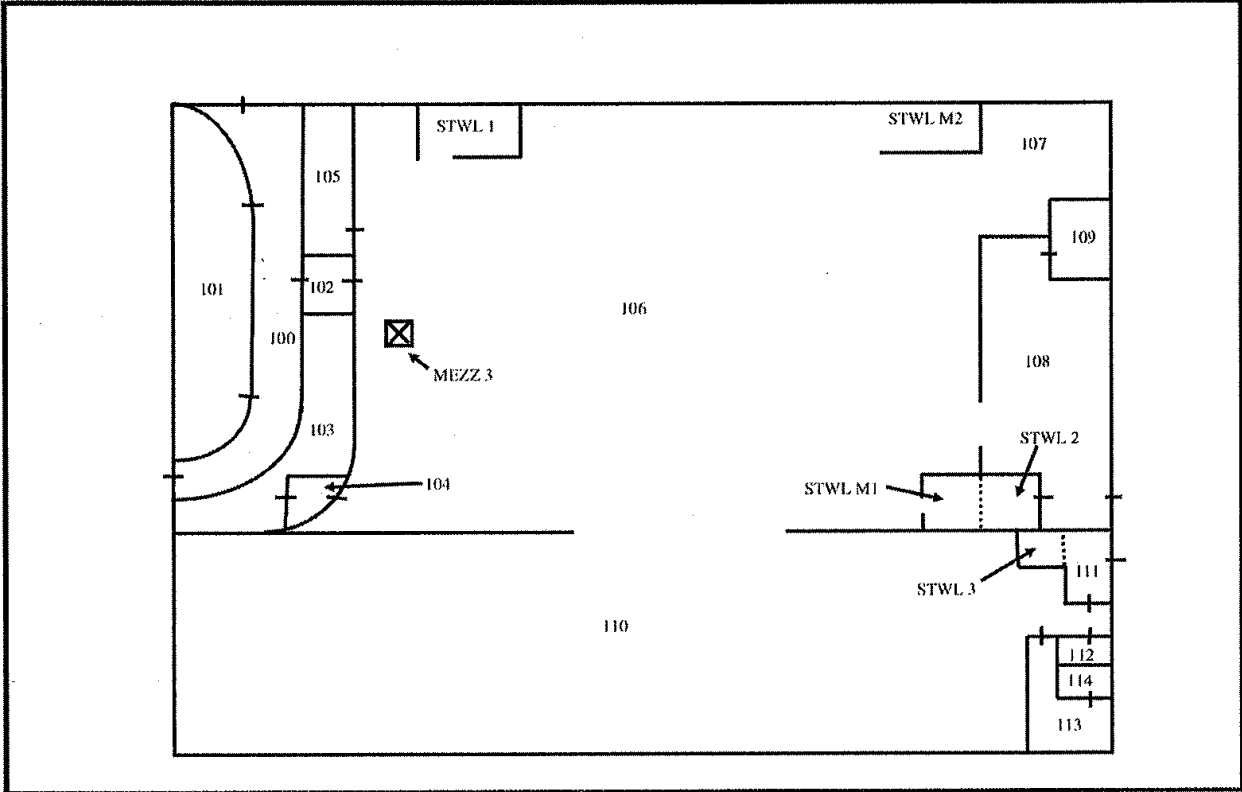
PSI Project Number:
 0054976



**Floor Plan
 Basement**

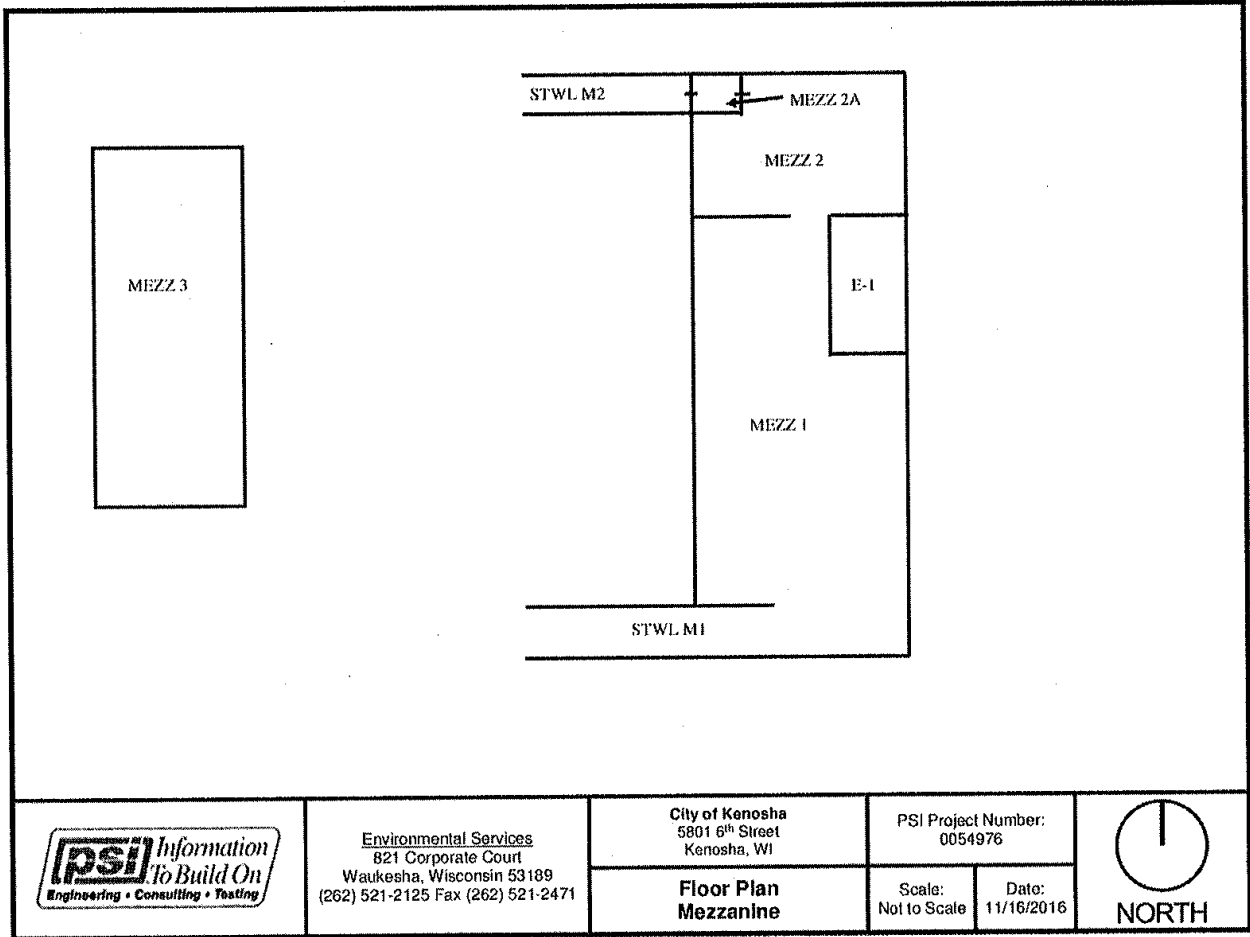
Scale:
 Not to Scale

Date:
 11/16/2016





	Environmental Services 821 Corporate Court Waukesha, Wisconsin 53189 (262) 521-2125 Fax (262) 521-2471	City of Kenosha 5801 6 th Avenue Kenosha, WI		PSI Project Number: 0054976		 NORTH
		Floor Plan 1st Floor		Scale: Not to Scale	Date: 11/16/2016	



Environmental Services
 821 Corporate Court
 Waukesha, Wisconsin 53189
 (262) 521-2125 Fax (262) 521-2471

City of Kenosha
 5801 6th Street
 Kenosha, WI

PSI Project Number:
 0054976

**Floor Plan
 Mezzanine**

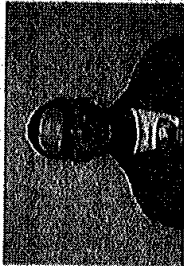
Scale:
 Not to Scale

Date:
 11/16/2016



Milwaukee Lead/Asbestos Information Center

A Division of Midwest Certified Training, Inc.
3495 North 124th Street, Brookfield, WI 53005 Phone: 414-481-9070



Matthew Raymond Geldmeyer

Has successfully completed course and the examination on January 6, 2016 with a minimum score of 70 percent that meets all criteria for the State of Wisconsin Recertification as an

Asbestos Inspector Refresher Course

Date of Course: January 6, 2016

Date Issued: January 6, 2016

Date of Expiration: January 6, 2017

Certification Number: AIR16010653634

Location: Milwaukee Lead/Asbestos Information Center, 3495 North 124th Street, Brookfield, WI 53005

DCQ Course ID #: 9606

Roody Early

Roody Early, Director of Milwaukee Lead/Asbestos Information Center, Inc.
3495 North 124th Street
Brookfield, WI 53005
414-481-9070

This training course complies with the requirements of TSCA Title II and is accredited by the State of Wisconsin Department of Health Services under ch. DHS 159, Wis. Admin. Code.

Company Certificate

This certifies that

PSI - PROFESSIONAL SERVICE INDUSTRIES INC

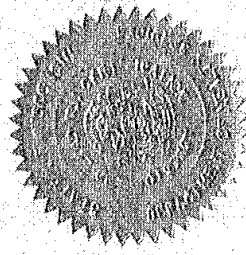
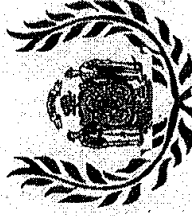
**821 CORPORATE CT
WAUKESHA WI 53189-5009**

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

Asbestos Company - Primary

Certificate Issue Date: 07/16/2015
Expiration Date: 08/01/2017, 12:01 a.m.
Certification #: CAP-16820

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



Shelley A Bruce
Shelley A Bruce,
Unit Supervisor



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

CEI Labs, Inc.
730 SE Maynard Road
Cary, NC 27511
Dr. Tianbao Bai
Phone: 919-481-1413 Fax: 919-481-1442
Email: bai@ceilabs.com
http://www.ceilabs.com

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101768-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

For the National Voluntary Laboratory Accreditation Program

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101768-0

CEI Labs, Inc.
Cary, NC

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2016-04-01 through 2017-03-31
Effective Dates



David F. Alderman
For the National Voluntary Laboratory Accreditation Program

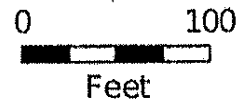
City of Kenosha

General Location Map

5801 6th Avenue



 Subject Property



PERFORMANCE AND PAYMENT BOND

{ \$ _____ }

Project No. _____

PROJECT DESCRIPTION: _____

BY: {Principal} _____

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

Know All Men By These Presents, that we,

[Company Name] _____

[Address] _____

as Principal, and _____, {Surety}, are held and firmly bound unto the City of Kenosha, Wisconsin, a municipal corporation as Oblige 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 their 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 Oblige 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 THE 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 Oblige'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 work on said Contract, or one (1) year following expiration of any warranty or guaranty covering 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}

BY: _____
Name: _____
Title: _____

[Witness]

{Surety}

BY: _____
Name: _____
Title: _____

[Witness]

Notary Public, _____ County, _____

My Commission expires/is: _____

PERFORMANCE AND PAYMENT BOND

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

City Attorney

THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO RAZE BUILDING(S)

AT
5801- 6th Avenue,
Kenosha, WI. 53140
Tax Parcel No. 12-223-31-488-003

CONTACT /VENDOR INFORMATION
PROPOSAL NOTICE NO. 02-17

Firm Name: _____

Firm Address: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Cash Discount Terms: _____% _____ Days

Net _____ Days

BACKFILL SOURCE : _____

<p style="text-align: center;"><u>For Information Purposes Only:</u></p> <p style="text-align: center;">Are you a minority owned Business?</p> <p style="text-align: center;">Yes _____ No _____</p>

THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO RAZE BUILDING(S)

AT

**5801- 6th Avenue,
Kenosha, WI. 53140**

Tax Parcel No. 12-223-31-488-003

Proposal Notice No. 02-17

CHANGE ORDER

Project Name _____

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

Date: _____

Date: _____

CONTRACT TO RAZE BUILDING

at

**5801-6th Avenue,
Kenosha, WI. 53140**

Tax Parcel No. 12-223-31-488-003

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

And

_____,
A _____,

THIS CONTRACT, made and entered into by and between the **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Finance, hereinafter referred to as "**CITY**", and _____, _____, a _____, with its principal place of business located at _____, _____, _____, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to **CITY** written proposals to raze one or more buildings according to the Specifications and Special Conditions contained in the Request for Proposals, and **CITY** has accepted said Proposal, subject to **CONTRACTOR** entering into and abiding by the terms and conditions of this **CONTRACT**; and,

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, **CITY** and **CONTRACTOR** agree as follows:

1. **DEFINITIONS.**
 - a. "**CITY**" shall mean the City of Kenosha, Wisconsin.
 - b. "**DIRECTOR**" shall mean the Department Head of the City of Kenosha Community Development & Inspections Department, and includes designee(s).
 - c. "**CONTRACT**". The following documents comprise the complete **CONTRACT**: Request for Proposal (RFP), Proposal, Site Inspection Reports, Executed Contract, Reports, Instructions, Specifications and Special Conditions, Performance Bond, Certificates of Insurance, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, Determinations of City representative in charge of Project, Change Orders, Affidavit

Respecting Construction Lien Waivers/Releases, **CONTRACT** notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this **CONTRACT** are on file in the Department of Finance and are incorporated into this **CONTRACT** by reference.

d. "**CONTRACTOR**" shall mean the party who proposed to do **WORK** herein described whose Proposal was accepted by **CITY** Director of Finance. The term shall include any approved subcontractors.

e. "**WORK**" means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to accomplish the itemized list of tasks in the Work To Be Performed Section of the Specifications and Special Conditions contained in the Request for Proposal (RFP).

f. "**OVERPAYMENT**" means any money **CONTRACTOR** received which **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 **CITY**.

2. **WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST.**

CONTRACTOR, for the sum of _____ Dollars and _____ Cents (\$ _____, _____), will perform and complete, or will cause to be performed and completed, all **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:

Address : 5801-6th Avenue, Kenosha, Wisconsin 53140

Tax Parcel No: 12-223-31-488-003

Description: A commercial building consisting of approximately 9,428 square feet on the first floor and mezzanine and approximately 8,852 square feet in the basement area.

WORK shall be performed in accordance with Instructions, Specifications and Special Conditions. In the event of a conflict between this **CONTRACT**, the Specifications and Special Conditions, the Specifications and Special Conditions shall control and supersede any inconsistent **CONTRACT** provision(s).

CITY shall obtain a WPDES Construction Site Storm Water Runoff Permit as may be required, **CONTRACTOR** is responsible to implement all actions and maintain all records required of the permit throughout construction including, but not limited to, inspections at least every seven (7) days and within twenty-four (24) hours of a rainfall event of one-half inch (0.5") or greater. **CONTRACTOR** must maintain weekly written reports of all inspections made per Wisconsin Department of Natural Resources requirements. Permit must be posted in a conspicuous place at the construction site.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.**

CONTRACTOR will prosecute **WORK** diligently until fully complete in accordance with this **CONTRACT**. **CONTRACTOR** shall obtain required permits and commence

remediation and demolition **WORK** no later than fifteen (15) days of Notice of Award of **CONTRACT** and Notice to Proceed. Demolition work is to be completed within thirty (30) days from the Notice to Proceed.

CONTRACTOR, in the event of a dispute respecting quantity or quality of **WORK**, shall not refuse to perform **WORK** and shall not delay the performance of **WORK** pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

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 **CONTRACTOR** was not responsible for such delay. Should **DIRECTOR** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **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, **DIRECTOR** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete **WORK** on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend **WORK** by **CONTRACTOR** and take such other measures as will assure completion of **WORK** within the **CONTRACT** time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent **DIRECTOR** from stopping the **CONTRACTOR** from proceeding with **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 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 Statute of Limitations where no claims filed.

5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this **CONTRACT**, the non-breaching party shall thereupon have the right to terminate the **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.

CONTRACTOR shall perform no new or additional **WORK** upon receipt of a notice of termination without the advance, written permission of **DIRECTOR**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **PERFORMANCE AND PAYMENT BOND/ASSURANCE.** **CONTRACTOR** shall prior to approval of the **CONTRACT** obtain a Performance and Payment Bond or

other assurance required by **CITY**, in a form approved by the **CITY**, in the sum of the accepted Proposal. **CONTRACTOR** understands that **CITY** may file a claim against this bond or assurance should any of the provisions of this **CONTRACT** not be faithfully and timely performed by **CONTRACTOR**.

7. **DIRECTOR DECISION FINAL** Should any dispute arise at any time between **CONTRACTOR** and **CITY** as to the true meaning or requirements of this **CONTRACT**, or as to the manner of execution of **WORK**, or as to the quality of **WORK** executed, or as to the quality or quantity of materials used, or as to the timely completion of the **WORK**, the decision of **DIRECTOR** shall be final and conclusive, until and unless set aside by a Court of law.

CONTRACTOR agrees that should any decision of the **DIRECTOR** be challenged in Court, the Court may only set aside a decision of **DIRECTOR** if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.

8. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with **WORK** as will assure professional quality of **WORK** and a rate of progress which will assure the timely completion of **WORK**. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform **WORK**.
9. **SUSPENSION OF WORK BY CITY.** **DIRECTOR** shall have authority to suspend **WORK** where he believes that **CONTRACTOR** is not performing **WORK** in accordance with this **CONTRACT**. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete **WORK** where **WORK** is suspended by **DIRECTOR** for good cause.
10. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend **WORK** for a period of time, the deadline for completion of **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 **WORK**, this **CONTRACT** shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for **WORK** performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of **WORK**, this **CONTRACT** shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of **WORK**.
11. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of **WORK** identified in **CITY** Request for Proposals. Increases in the scope of **WORK** shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the **CONTRACT** as a guideline. Change Orders must be in writing approved by the **CITY**, and by **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 **CONTRACTOR** refuse to sign a Change Order under circumstances

where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided **DIRECTOR** attaches thereto a written report so indicating.

12. **CLAIMS AND DEADLINES FOR ADDITIONAL COMPENSATION.** Any claim by **CONTRACTOR** for additional compensation arising out of extenuating 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 **WORK** which will be covered and unavailable for inspection within said fourteen (14) day period of time, then **CONTRACTOR** shall promptly provide **DIRECTOR** with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. **CONTRACTOR** further has a duty to, from time to time, notify **DIRECTOR** of any facts or events which may lead to a claim for additional compensation as soon as **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 or 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 SUPPLIERS, AND MATERIAL DUMPING OR DISPOSAL SITES.** **CONTRACTOR** will only use subcontractors, major suppliers and dumping or 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 **CITY**. **CONTRACTOR** is responsible for the **WORK** of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose involvement in **WORK** will result in a breach of this **CONTRACT**. Furthermore, should **DIRECTOR**, in his/her sole discretion determine the subcontractors and/or suppliers involvement in the **WORK** will result in a breach of the **CONTRACT**, **DIRECTOR** shall have the right, in writing, to compel **CONTRACTOR** to remove and replace said subcontractors and/or suppliers. Should **CONTRACTOR** fail to comply with the requirements of providing notice or removing and replacing subcontractors, **CITY** shall have the option to declare the **CONTRACTOR** in breach and exercise the rights pursuant to Section 31 herein.
15. **CONTROL AND PROTECTION OF WORK SITE.** **CONTRACTOR** shall be responsible for the control and protection of **WORK** site from commencement of **WORK** until **WORK** is completed. **CONTRACTOR** shall keep the site secure and inaccessible to the public.

16. **SALVAGE RIGHTS.** **CONTRACTOR** shall have all salvage rights by virtue of this **CONTRACT**. **CITY** shall have salvage rights to the sidewalk bricks.
17. **CITY COOPERATION.** **CITY** will reasonably cooperate with **CONTRACTOR** to facilitate **CONTRACTOR'S** performance of **WORK**. **CONTRACTOR** will provide reasonable notice to **CITY** when the assistance thereof is requested. However, **CITY** has no obligation to supervise or perform any part of **WORK**.
18. **GOVERNMENTAL PERMITS AND APPROVALS.** **CONTRACTOR** is fully responsible, at **CONTRACTOR'S** cost and expense, to procure such permits and approvals as may be required from any governmental body, including the **CITY**, as a precondition to the performance of **WORK**, including, but not limited to, raze permit, erosion control permit, permits to temporarily obstruct streets, and asbestos removal permit from the State of Wisconsin, Department of Natural Resources, where an exemption is not applicable.
19. **LAW, RULES AND REGULATIONS.** **CONTRACTOR** shall comply with all Federal, State and local laws, rules, regulations and codes applicable to the performance of this **CONTRACT** and **WORK** including, but not limited to, any requests imposed by the State of Wisconsin's Department of Natural Resources.
20. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although **CONTRACTOR** performs **WORK** as an independent contractor, **DIRECTOR** shall have the right to request **CONTRACTOR** to remove and replace any of **CONTRACTOR'S** employees involved in **WORK** when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with **WORK**. **CONTRACTOR** shall comply with any reasonable request.
21. **CONTRACTOR**, at all times **WORK** is being performed, shall assign an employee or agent on the **WORK** site to be the person to whom **DIRECTOR** may furnish instructions or orders, or make inquiries of at all times when **WORK** is being performed. The name of such employee or agent shall be submitted to **DIRECTOR**, in writing, upon commencement of **WORK**.
22. **WATER USE.** **CONTRACTOR** has the obligation of arranging 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.

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 **CONTRACTOR**.
23. **SANITATION AND HEALTH.** **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. **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. **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.

24. **INSPECTION.** CITY has the right, at its cost and expense, to assign or retain inspectors to determine that **WORK** is in conformance with the **CONTRACT**. However, only **DIRECTOR** can reject **WORK**. The use of inspectors by **CITY** shall not relieve **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 **DIRECTOR** to have **CONTRACTOR** take corrective action at **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of its duty to maintain a safe workplace.
25. **WORKMANSHIP.** Workmanship shall conform to the best standard practice in Southeastern Wisconsin. Equipment and procedures used must be suitable to and compatible with the nature of the **WORK**, **WORK** site and prevailing year-round weather conditions which affect **WORK** and the **WORK** site.
26. **UTILITIES.** **CONTRACTOR** has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense. The **CITY** shall disconnect gas and electrical power and remove power lines from the building(s) or structure(s) being razed.
27. **CLEANUP.** **CONTRACTOR** shall at all times keep the site and off-site areas related to **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 **WORK**.

Within ten (10) days after the completion of **WORK**, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the **WORK** site and off site areas related to **WORK**, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **DIRECTOR** may cause any such **WORK** to be performed at **CONTRACTOR'S** cost and expense.
28. **FOUNDATIONS AND EXCAVATIONS.** **CONTRACTOR** assumes all risks and costs and expenses associated with foundations and excavations, whether actual or, where in **CITY's** opinion, there exists potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface or surface waters, ice or snow. An inspection by **CITY** shall be performed prior to back filling. **CONTRACTOR** shall coordinate with the Department of Community Development and Inspections in performing said inspection. Should said inspection, in **CITY's** opinion, indicate any or all potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface or surface waters, ice or snow, **CONTRACTOR** shall undertake any action requested by **CITY** to address said concerns.

29. **PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this **CONTRACT** and **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**. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.
30. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that **CONTRACTOR** fails to fully and completely perform **WORK** within the time limit or time extension provided, **CONTRACTOR** shall pay to **CITY** for such default the sum of Two Hundred (\$200.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.
31. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** **CONTRACTOR** recognizes the right of **CITY** to suspend **WORK**, to order the revision of nonconforming **WORK**, to relet all or part of **WORK** or to itself perform such **WORK** as may be required to ensure the timely completion of **WORK** or to replace improper or defective **WORK**, as determined necessary by **DIRECTOR**. However, none of the above shall relieve **CONTRACTOR** of its obligations under this **CONTRACT**.
32. **OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT.** **CONTRACTOR** will promptly, upon receipt of written demand from **DIRECTOR**, refund any overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full. Should **CONTRACTOR** owe **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 **WORK** under this **CONTRACT**, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.
33. **SAFETY PRECAUTIONS.** **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make **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 **WORK**, during both day and night hours. **DIRECTOR** may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **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. **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 **DIRECTOR** or **CITY** inspectors or lack thereof, in this regard. **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 **WORK**, **CONTRACTOR** shall continue to be responsible for maintaining the safety of the **WORK** Site until relieved of the obligation by **DIRECTOR** or until another contractor takes possession of the **WORK** Site.

34. **PAYMENT – ACCEPTANCE OF WORK.** Payment shall be made by **CITY** upon completion of **WORK** and submission of invoice to **CITY** Director of Finance, within fifteen (15) days after **DIRECTOR** executed a document accepting **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 **CONTRACTOR** by **DIRECTOR** seeking compliance with the **CONTRACT** is not complied with. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective or rejected **WORK** or liquidated damages due to delay in the schedule of time for **WORK** completion; failing to take safety precautions; by the amount of setoffs authorized by this **CONTRACT**, or for any other primary liability of **CONTRACTOR** for which **CITY** could be secondarily liable, which secondary liability was not assumed by **CITY** under this **CONTRACT**.

WORK shall not be accepted by **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 procured and filed with the **CITY'S** Community Development and Inspections Department.

35. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **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. **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

36. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** **CONTRACTOR** may not assign this **CONTRACT**, enter into a joint enterprise or sublet any **WORK** without the express written approval of **DIRECTOR** and **CITY** is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this **CONTRACT** voidable by the **DIRECTOR** as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any **WORK** performed by an unauthorized party. However, if this **CONTRACT** is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the **WORK** site until relieved of this obligation by **DIRECTOR** or until another **CONTRACTOR** takes possession of the **WORK** site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

37. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** **CONTRACTOR** agrees that it will, at all times relevant to this **CONTRACT**, defend, indemnify and hold harmless, **CITY** and 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 **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent act or omission of **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.

- 38. INSURANCE. CONTRACTOR** and subcontractors shall procure and maintain, during the Term of this **CONTRACT**, insurances as hereinafter specified, issued by a Company authorized and licensed to do business in the State of Wisconsin, having a minimum AM Best rating of A-. The insurance policy or policies shall name the **CITY** as an additional insured and contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or any change takes effect. **CONTRACTOR**, shall furnish: (a) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including naming **CITY** as "additional insured". Throughout the duration of the **WORK**, certificates of policy renewals shall be furnished to **CITY** within five (5) days of any such request.

The following insurance coverages must be in effect and continue in effect during the term(s) of **CONTRACT** in not less than the following amounts:

a) Commercial General Liability

One Million Dollars (\$1,000,000.00), Per Occurrence
Two Million Dollars (\$2,000,000.00), Aggregate

b) Automobile Liability (owned, non-owned, leased)

Combined Single Limit of One Million Dollars (\$1,000,000.00) Each Accident:

c) Excess Umbrella Liability:

Minimum limit of Three Million Dollars (\$ 3,000,000.00). Said umbrella policy shall provide the same protection and coverage as the Commercial General Liability Policy and shall not have any exclusions or limits not identified in the Commercial Liability Policy.

d) Pollution Legal Liability:

Minimum liability of Two Million Dollars (\$2,000,000.00). Each loss where asbestos removal, environmental process, abatement, remediation or dumping/disposal in a Federal or State regulated facility is required.

e) Worker's Compensation: Statutory Limits:

i. Employer's Liability

One Hundred Thousand Dollars (\$100,000.00), Each Accident
One Hundred Thousand Dollars (\$100,000.00), Disease, Each Employee
Five Hundred Thousand Dollars (\$500,000.00),Disease, Policy Limit

- 39. COOPERATION. CONTRACTOR** shall cooperate with representatives of any and all Local, Federal or State agencies having authority over or providing funding for

WORK. Further, although **CONTRACTOR** has possession of **WORK** site, it shall permit **CITY** employees and representatives, and employees and representatives of any Federal or State funding agency to have reasonable access to **WORK** site at all times.

40. **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.
41. **NONDISCRIMINATION.** In the performance of **WORK** under this **CONTRACT**, **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. Work is to be performed in accordance with the Federal Americans With Disabilities Act.
42. **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.
43. **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 be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this **CONTRACT**.
44. **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 **CITY:** Director of Community Development and Inspections
625-52nd Street, Room 308
Kenosha, Wisconsin 53140

With a copy to: Office of the City Attorney
Municipal Building, Room 201
625 52nd Street,
Kenosha, Wisconsin 53140

-and-

Contractor

A _____

BY: _____, Title

Date: _____

STATE OF _____)
:SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2017,
_____, _____ of _____, a _____
_____, to me known to be such Owner of said
_____, and acknowledged to me that he executed the foregoing
instrument as such Owner as the Contract of said _____, by its authority.

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