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

#### PROPOSAL NO.

#### **ISSUED:**

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

#### DEADLINE FOR RECEIPT OF PROPOSAL.

#### PROPOSAL OPENING.

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

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

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

The City will open the structure(s) and lot(s) on Friday, October 27, 2023 at 2:00 pm to give Proposers an opportunity to inspect the structure(s) and to ask staff questions. Each Proposer will be required to provide their own lighting and ladders for their inspections.

Inspections will begin at 1527-29 61st Street followed by 3920-22 75th Street.

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

**FOR MORE INFORMATION.** Contact Michael Callovi, Planning Technician, City Development, 625 52<sup>nd</sup> Street, Room 308, Kenosha, Wisconsin 53140, (262) 653-4030, mcallovi@kenosha.org.

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

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

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

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

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

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

**AWARD OF CONTRACT.** The City will enter into a Contract with the Proposer deemed most qualified. In making this determination, the City will consider with respect to each Proposer: general qualifications, special expertise, time in which the Work can be performed, financial ability to perform the Work, environmental experience and responsibility (where applicable), work record and history, and experience in projects of a similar magnitude.

The City reserves the right to reject unqualified or nonconforming Proposals, to reject all Proposals and request new Proposals, to accept a Proposal for an individual structure and lot, any combination of structures and lots, or all structures and lots, to accept Proposal(s) if advantageous to the City, or to select the most qualified Proposal. This project is not a public construction contract under Wisconsin law and the City is not required to award the Contract to the lowest responsible Proposer.

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

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

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

Any exception to the above must be approved by the City Attorney who may require such documents as may be necessary to consider an exception.

**DOCUMENTS TO BE SUBMITTED.** Proposers shall submit the following documents, on City forms, in the course of making a Proposal.

- 1. Proposal.
- **2.** Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal.
- **3.** List of Subcontractors and Major Material Suppliers (including disposal site with DNR Permit Number, if any).

#### PROPOSAL NO.

#### **PROPOSAL**

Finance:

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

Address	Tax Parcel No.
\$	
Dollar Amount	Written Dollar Amount
Address	Tax Parcel No.
\$	
Dollar Amount	Written Dollar Amount
Address	Tax Parcel No.
\$	
Dollar Amount	Written Dollar Amount
Address	Tax Parcel No.
\$	
Dollar Amount	Written Dollar Amount
\$	
TOTAL DOLLAR AMOUNT	TOTAL WRITTEN DOLLAR AMOUNT
DISPOSAL SITE:	
DISPOSAL SITE PERMIT NUMBER:	
Continued on next page	

2\_RFP Proposal 1

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

Firm:		
Signature:		
Type/Print Name:		
Title:		
Date:	<u></u>	

Respectfully submitted,

2\_RFP Proposal 2

#### PROPOSAL NO.

# DETAILED DESCRIPTION OF WORK TO BE PERFORMED

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

#### PROPOSAL NO.

#### GENERAL SPECIFICATIONS AND CONDITIONS

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

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

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

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

**PERMITS, APPROVALS AND TIME OF PERFORMANCE**. The Contractor shall obtain all required permits and approvals to perform the Work within fifteen (15) calendar days of notification of execution of the Contract with directions to proceed from the City. The Work shall be completed within sixty (60) calendar days of notification of execution of the Contract with directions to proceed from the City. The Work shall be diligently performed until complete in accordance with the Contract, time being of the essence with respect to the commencement and completion of the Work. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the Work within the required time of performance. Time lost and any costs incurred by the Contractor due to the Contractor's lack of coordination with the City or the Contractor's subcontractors and major material suppliers shall not be grounds for a claim for additional compensation or an extension of time to complete the Work.

**UTILITY SERVICES.** The Contractor shall be required to contact Diggers Hotline for utility locations prior to the commencement of any Work. Prior to obtaining a Raze Permit, the Contractor shall disconnect and cap all sanitary sewer, storm sewer and water laterals in accordance with Chapter 32 of the Code of General Ordinances. The location of the sanitary sewer and water laterals is not always accurate. Bidders should "camera" the sanitary sewer laterals to determine exact location. The City shall disconnect gas and electrical power and remove power lines from the structure(s) to be razed.

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

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

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

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

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

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

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

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

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

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

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

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

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

# PROPOSAL NO.

# AFFIDAVIT OF ORGANIZATION AND AUTHORITY AND CAREFUL INSPECTION OF SITE AND PREPARATION OF PROPOSAL

STATE OF WISCO	NSIN )
	:SS.
COUNTY OF	)
	, being first duly sworn, on oath, deposes a
	being first duly sworn, on oath, deposes a oser shown on the attached Proposal is organized as indicated below, and that e made on behalf of the Proposer, and this deponent is authorized to make them.
	[Fill Out Applicable Paragraph]
the laws of the State	TION. The Proposer is a corporation incorporated and existing in good standing und of, and its President is
and its Secretary is	·
Board of Directors	at is authorized to sign contracts and proposals for the Corporation by action of its aken on, a certified copy of which is rike out this last sentence, if applicable].
LIMITED	LIABILITY COMPANY. The Proposer is a limited liability company organized and
	nding under the laws of the State of Pursuant to its Articles
of Organization, the	Proposer may be bound by action of its Manager/Members [strike one].
PARTNER	SHIP. The Proposer is a partnership consisting of
	ing business under the name of
SOLE PRO	<b>PRIETOR.</b> The Proposer is an individual and, if operating under a trade name, such ows:
NAME AN	<b>DADDRESS.</b> The name and business address of the Proposer is as follows:
Telephone 1	Jumber:
E-Mail Add	

STATUTORY SWORN STATEMENT.	•,
also deposes and states that he/she has examined	the Request for Proposal with Instructions to Proposers,
the Detailed Description of Work to be Performe	ed, the Environmental Inspection Reports, the General
Specifications and Conditions, and any City furn	ished data, has investigated the site and the site
conditions, and has carefully prepared the Propos	sal from the Request for Proposal with Instructions to
Proposers, the Detailed Description of Work to b	be Performed, the Environmental Inspection Reports, the
	City furnished data, and checked the same in detail before
	deposes and states that the statements contained in this
Affidavit are true and correct.	
	Signed:
	Typed Name:
	Title:
	Date:
STATE OF)	
:SS.	
COUNTY OF)	
Subscribed and sworn to before me this	
day of	
•	
Signature	
Print Name	
Notary Public, County,	
My Commission expires/is:	

#### PROPOSAL NO.

# LIST OF SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS

NAME AND ADDRESS:	CLASS OF WORK TO BE PERFORMED:
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	_
	_
	_
	_
	_
	_

NOTE:

- 1. Asbestos removal and disposal subcontractors, the disposal sites, and the Federal/State License/Permit Number of the disposal sites must be listed above.
- 2. The above list cannot be altered after submission without the written consent of the City.

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

#### PROJECT NO.

#### Between

# THE CITY OF KENOSHA, WISCONSIN A Wisconsin Municipal Corporation

And	

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

#### WITNESSETH:

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

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

#### 1. Definitions.

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

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

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

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

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7\_Contract 2

2.

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

# 3. Commencement And Diligent Prosecution Of Work.

The Contractor will prosecute the Work diligently until fully complete in accordance with this Contract. The Contractor shall obtain required permits and commence with the Work no later than fifteen (15) calendar days of notification of execution of the Contract with directions to proceed from the City. The Work is to be completed within sixty (60) days of notification of execution of the Contract with directions to proceed from the City. In the event of a dispute respecting quantity or quality of the Work, the Contractor shall not refuse to

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

#### 4. Contract Term.

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

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

#### 5. Termination For Cause.

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

# 6. Performance And Payment Bond/Assurance.

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

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

#### 7. Director Decision Final.

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

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

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

#### 9. Suspension Of Work By The City.

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

#### 10. Injunctions.

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

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

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

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

#### 12. Claims And Deadlines For Additional Compensation.

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

#### 13. Waiver Of Rights.

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

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

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

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

#### 15. Control And Protection Of Work Site.

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

# 16. Salvage Rights.

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

## 17. City Cooperation.

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

#### 18. Governmental Permits And Approvals.

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

#### 19. Law, Rules And Regulations.

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

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

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

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

#### 21. Water Use.

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

#### 22. Sanitation And Health.

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

#### 23. Inspection.

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

#### 24. Workmanship.

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

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

#### 25. Utilities.

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

## 26. Cleanup.

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

#### 27. Foundations And Excavations.

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

#### 28. Payment Of Employees, Subcontractors And Suppliers.

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

#### 29. Liquidated Damages For Delays In Contract Completion.

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

#### 30. Rights Of City Upon Contractor Default.

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

# 31. Overpayments And Setoffs Unrelated To Contract.

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

#### 32. Safety Precautions.

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

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

# 33. Payment – Acceptance Of Work.

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

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

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

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

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

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

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

#### 36. Indemnification And Hold Harmless.

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

#### 37. Insurance.

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

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

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

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

#### 38. Cooperation.

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

# 39. Severability.

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

#### 40. Nondiscrimination.

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

# 41. No Third Party Beneficiaries.

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

# 42. Full Agreement – Modification.

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

#### 43. Notices.

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

If to Contractor:
Attantion
Attention:
If to City:
Director of City Development
Municipal Building, Room 308
625-52nd Street
Kenosha, Wisconsin 53140
With a copy to:
Office of the City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, Wisconsin 53140

7\_Contract 14

And

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

# 44. Execution Authority.

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

Signature pages follow

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

CITY OF KENOSHA, WISCONSIN A Wisconsin Municipal Corporation JOHN M. ANTARAMIAN, Mayor Date: \_\_\_\_\_ By:\_\_\_\_\_ City Clerk/Treasurer Date:\_\_\_\_\_ Personally came before me this \_\_\_\_\_day of \_\_\_\_\_\_\_, 20 , John M. Antaramian, Mayor, and Michelle L. Nelson, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Contract of said municipal

> Print Name: Notary Public, Kenosha County, WI.

My Commission expires/is:\_\_\_\_\_

16 7\_Contract

STATE OF WISCONSIN)

COUNTY OF KENOSHA)

corporation, by its authority.

: SS.

By:	
Date:	
day of	, 20
nown to be such	of
ity.	the Contract of said
=	

#### PROJECT NO.

#### PERFORMANCE AND PAYMENT BOND

<b>\$</b>
BY: (Principal)
To And For The Benefit Of The City of Kenosha, Wisconsin
Know All Men By These Presents, that we,
s Principal, and, (Surety),
re held and firmly bound unto the City of Kenosha, Wisconsin, a municipal corporation as Obligee in ne full and just sum of,
), lawful money of the United States, to the payment of which sum, well and truly to be nade, the Principal and Surety bind themselves and each of their heirs, executors, administrators, uccessors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has entered into a written Contract with the Obligee for the above

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

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

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

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

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

Signed and dated at Kenosha, V	Visconsin, this,
	PRINCIPAL
<del></del>	By:
Witness	Name:
	Title:
	SURETY
Witness	By:
Witness	Name:
	Title:
<u>PERFOR</u>	RMANCE AND PAYMENT BOND
Examined and approved as to f	form and execution this,,,
By:	
City Attorney	
Print Name:	

# PROJECT NO.

# **CHANGE ORDER**

Project Number:			
Account Number:			
Contractor:			
Date of Common Council Action	ı: <u> </u>		
CITY and CONTRACT (decreasing) the amount of the Co	ontract by \$	from \$	to \$
completion from			
	This Change (	Order is approved by	y:
CONTRACTOR		CITY OF KENO	SHA, MAYOR
By:		By:	<del> </del>
Print Name:		Print Name:	
Date:		Date:	

# PROJECT NO.

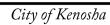
# AFFIDAVIT RESPECTING CONSTRUCTION LIEN WAIVERS/RELEASES

	P	roject Number:
	C	ontractor:
Ι,		, being duly sworn, state that:
1.	I am an (Officer, the Contractor, who is authorized to ma	Manager, Member, Partner, Individual) of ake this Affidavit on behalf thereof.
2.	· · · · · · · · · · · · · · · · · · ·	the Work required under the terms of its es this Affidavit to obtain final payment.
3.	_	nplete listing of all subcontractors and majo entract) who performed services or furnished e above Project.
	NAME	ADDRESS

- 4. The Contractor has fully paid all subcontractors and material (whether major or minor) suppliers the amounts they are due and owing under their respective contracts and purchase orders and has obtained lien waivers or releases, which have been previously filed or are being filed with this Affidavit.
- 5. The Contractor has full and accurate records which clearly show the name and address of every subcontractor and material supplier used in connection with the Work on the Project, as well as the actual sums paid thereto. These records will be kept at the Contractor's principal place of business, as evidence of compliance set forth above, and will be retained and made available for inspection for a period of at least three (3) years following the completion of this Project and will not be removed from the Contractor's principal place of business without prior notification to the City Clerk of the City of Kenosha.

	<b>.</b>	
	By:	
	Print Name:	
	Title:	
	Date:	
STATE OF)		
:SS. COUNTY OF)		
Subscribed and sworn to before me this		
day of, 20	,	
Signature		
Print Name		
Notary Public, County,		
My Commission expires/is:		

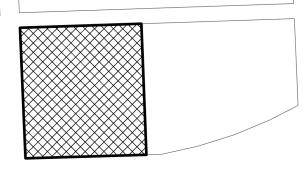




# General Location Map



40TH AV



75TH ST



Property petitioned to be razed



0 100

Feet

DCD ~ Community Development Division ~ TMC ~ OB ~ August 16, 2023 ~ mc



# PRE-DEMOLITION INSPECTION REPORT Job Site:

Two Family Dwelling and Garage 1527-29 61<sup>st</sup> Street Kenosha, Wisconsin

For:

# City of Kenosha

Department of Community Development and Inspections
Municipal Building, Room 308
325 52<sup>nd</sup> Street
Kenosha, Wisconsin 53140

**KPH Project # 23-400-007.1527** 

Dean Jacobsen

Asbestos Inspector No. AII – 14370

Prepared by:

## **KPH Environmental**

1237 West Bruce Street Milwaukee, Wisconsin 53204

May 2023

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

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Pre-Demolition Inspection Report
1527-29 61st Street Kenosha, Wisconsin

# **Executive Summary**

I.	Introduction
II.	Asbestos Inspection
III.	Lead Paint Inspection
IV.	Universal Wastes
V.	Exclusions
VI.	Limitations
Appe	ndices
A. B. C. D.	Asbestos Laboratory Results

#### **EXECUTIVE SUMMARY**

KPH Environmental Corp (KPH), was retained by the City of Kenosha Department of Community Development and Inspections to conduct an inspection of the two family dwelling and garage at 1527-29 61<sup>st</sup> Street, Kenosha, Wisconsin, prior to demolition. KPH conducted a visual inspection for asbestos, potential lead painted recyclable surfaces, and universal wastes. KPH collected asbestos bulk samples and paint chip samples for laboratory analysis.

Asbestos was detected above the regulatory level of 1% in:

- Exterior transite siding
- Exterior caulk at the gas meter
- Duct wrap on all floors
- Black wrap on basement water pipes

Asbestos was detected at less than 1% in basement wall plaster, as verified by point count analysis. Asphalt roof flashing at the chimney was not safely accessible and was assumed to contain asbestos.

Under state and federal laws the friable duct wrap is a regulated asbestos containing material (RACM) and will require abatement prior to demolition. The category II non friable transite siding, gas meter caulk, and water pipe wrap will also will also need to be abated prior to building demoltion since they are likely to become RACM (crumbled during the demoltion process). The roof flashing will also will also need to be abated prior to building demoltion if it will be sanded, ground, abraded, cut, abraded, or crumbled during demolition.

In addition, Wisconsin Department of Natural Resources must be notified prior to the start of asbestos abatement or demolition.

Asbestos results are in Section II of this report.

Paint sample testing revealed that lead based paint was detected on exterior and interior basement walls. Results are in Section III of this report.

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

#### I. INTRODUCTION

KPH Environmental Corp., (KPH) was retained by the City of Kenosha Department of Community Development and Inspections to conduct a pre-demolition inspection of the two family dwelling and garage at 1527-29 61st Street, Kenosha, Wisconsin, for the following:

- Suspect asbestos containing materials
- Suspect lead painted surfaces that could be recycled, such as brick, concrete block, concrete, and metal

• Universal wastes such as CFCs in appliances, mercury in light bulbs, and PCB containing light fixture ballasts

Michael Callovi, of the City of Kenosha, authorized KPH to conduct an inspection and to analyze samples collected during the inspection. The inspection of the buildings at 1527-29 61<sup>st</sup> Street, Kenosha, Wisconsin, was conducted on April 24, 2023, to cover the items listed above. The inspection was conducted by Dean Jacobsen, Wisconsin Asbestos Inspector License No. 14370. Additional information on the inspection and results are contained in the following sections.

#### II. ASBESTOS INSPECTION

#### A. Methods

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

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

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

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

### **B.** List of Suspect Asbestos Containing Materials

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

- Transite siding
- Tar paper
- Asphalt shingle roofing
- Stucco
- Caulk
- Fiberboard
- Linoleum

- Laminate flooring
- Window glazing compound
- Plaster
- Joint compound patching
- Floor tile
- Drywall/joint compound
- Ceiling tile
- Vinyl wallbase
- Duct wrap
- Sink coating
- Brick/mortar
- Water pipe wrap
- Miscellaneous mastics

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

#### C. The Laboratory

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

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

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

#### D. Samples and Results

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

Sample #	Location and Description	Results	Homogeneous
			Code
1A	Exterior – north wall – transite siding	Positive 20%	MTP
		Chrysotile	

Sample #	Location and Description	Results	Homogeneous Code	
1B	Not Analyzed Due to Prior Positive Sample	N/A	MTP	
1C	Not Analyzed Due to Prior Positive Sample	N/A	MTP	
2A	Exterior – north wall under transite – tar paper	Negative	MPT	
2B	Exterior – east wall under transite – tar paper	Negative	MPT	
2C	Exterior – south wall under transite – tar paper	Negative	MPT	
3A	House Roof – northwest top layer – brown and gray asphalt shingle	Negative	MRSny	
4A	House Roof – northwest bottom layer – tar paper #2	Negative	MPT2	
5A	Exterior – basement level – west center wall – stucco	Negative	STC	
5B	Exterior – basement level – south wall – stucco	Negative	STC	
5C	Exterior – basement level – east wall – stucco	Negative	STC	
6A	Exterior – southwest wall at cable – clear caulk	Negative	MCLKel	
6B	Exterior – east wall at cable – clear caulk	Negative	MCLKel	
7A	Exterior – east wall at gas meter pipe – gray caulk	Positive 15% Chrysotile	MCLKy	
7B	Not Analyzed Due to Prior Positive Sample	N/A	MCLKy	
7C	Not Analyzed Due to Prior Positive Sample	N/A	MCLKy	
8A	Exterior – east wall at furnace pipes – white caulk	Negative	MCLKw	
8B	Exterior – east wall at furnace pipes – white caulk	Negative	MCLKw	
8C	Exterior – east wall at furnace pipes – white caulk	Negative	MCLKw	
9A	Garage Roof – northeast top layer – brown asphalt shingle	Negative	MRSn	
9B	Garage Roof – northwest top layer – brown asphalt shingle	Negative	MRSn	
9C	Garage Roof – southeast top layer – brown asphalt shingle	Negative	MRSn	
10A	Garage Roof – northeast bottom layer – brown and blue asphalt shingle	Negative	MRSnb	
10B	Garage Roof – northwest bottom layer – brown and blue asphalt shingle	Negative	MRSnb	
10C	Garage Roof – southeast bottom layer – brown and blue asphalt shingle	Negative	MRSnb	
11A	Garage Exterior – southeast wall under wood siding – fiberboard	Negative	MFB	
11B	Garage Exterior – southwest wall under wood siding – fiberboard	Negative	MFB	
11C	Garage Exterior – northeast wall under wood siding – fiberboard	Negative	MFB	
12Aa	1st floor – front entry – brown and tan linoleum	Negative	MFLnt	
12Ab	1st floor – front entry – under brown and tan linoleum – clear mastic	Negative	MFLnt	
12B	1st floor – kitchen southeast – brown and tan linoleum	Negative	MFLnt	
12C	1st floor – kitchen northwest – brown and tan linoleum	Negative	MFLnt	
13A	1st floor – living room northwest – laminate flooring	Negative	MLF	
13B	1st floor – dining room center – laminate flooring	Negative	MLF	
13C	1st floor – southeast room center – laminate flooring	Negative	MLF	
14A	1st floor – living room – on north window – glazing compound	Negative	MPG	
14B	2 <sup>nd</sup> floor – southeast room – on south window – glazing compound	Negative	MPG	
14C	Basement – on east window – glazing compound	Negative	MPG	
15A	1st floor – front entry – west wall – plaster	Negative	SPl	

Sample #	Location and Description	Results	Homogeneous Code
15B	1st floor – northwest bedroom – south wall – plaster	Negative	SPI
15C	1st floor – southwest bedroom – south wall – plaster	Negative	SP1
15D	1st floor – rear stair – north wall – plaster	Negative	SP1
15Ea	2 <sup>nd</sup> floor – bathroom – east wall– plaster base coat	Negative	SP1
15Eb 2 <sup>nd</sup> floor – bathroom – east wall– plaster skim coat		Negative	SP1
15Eb	15Eb 2 <sup>nd</sup> floor – bathroom – east wall– texture		SP1
15Fa	2 <sup>nd</sup> floor – dining room – west wall– plaster base coat	Negative Negative	SP1
15Fb	2 <sup>nd</sup> floor – dining room – west wall– plaster skim coat	Negative	SP1
15Ga	2 <sup>nd</sup> floor – living room – ceiling – plaster	Negative	SP1
15Gb	2 <sup>nd</sup> floor – living room – ceiling – texture	Negative	SP1
16A	1st floor – northwest bedroom – on southwest wall – joint compound patch	Negative	MJC
16B	1st floor – bathroom – on southeast wall – joint compound patch	Negative	MJC
16C	1st floor – southwest bedroom – on south center wall – joint compound patch	Negative	MJC
17Aa	1st floor – bathroom – center 3rd layer – 12" tan floor tile	Negative	MF12t
17Ab	1st floor – bathroom – center 3rd layer – under 12" tan floor tile – clear mastic	Negative	MF12t
17B	1st floor – bathroom – east side 3rd layer – 12" tan floor tile	Negative	MF12t
17C	1st floor – bathroom – west side 3rd layer – 12" tan floor tile	Negative	MF12t
18A	1st floor – bathroom – on south wall under plastic panel – white mastic	Negative	MPMw
18B	1st floor – bathroom – on west center wall under plastic panel – white mastic	Negative	MPMw
18C	1st floor – bathroom – on northwest wall under plastic panel – white mastic	Negative	MPMw
19A	1st floor – bathroom – northwest wall on panel seams – cream caulk	Negative	MCLKcr
19B	1st floor – bathroom – west wall on panel seams – cream caulk	Negative	MCLKer
19C	1st floor – bathroom – southwest wall on panel seams – cream caulk	Negative	MCLKer
20Aa	1st floor – bathroom – southeast wall – drywall	Negative	MDW
20Ab	1st floor – bathroom – southeast wall – joint compound	Negative	MDW
20Ba	2 <sup>nd</sup> floor – southwest bedroom – north center wall – drywall	Negative	MDW
20Bb	2 <sup>nd</sup> floor – southwest bedroom – north center wall – joint compound	Negative	MDW
20Ca	2 <sup>nd</sup> floor – dining room – south center wall – drywall	Negative	MDW
20Cb	2 <sup>nd</sup> floor – dining room – south center wall – joint compound	Negative	MDW
21A	1st floor – bathroom above 2x4 tile – 1' x 1' ceiling tile	Negative	MCT11
21B	1st floor – kitchen east side – 1' x 1' ceiling tile	Negative	MCT11
21C	1st floor – kitchen center – 1' x 1' ceiling tile	Negative	MCT11
22A	1st floor – bathroom center – 2' x 4' ceiling tile	Negative	MSCT24
22B	1st floor – bathroom west side – 2' x 4' ceiling tile	Negative	MSCT24
22C	Basement – pile on northeast floor – 2' x 4' ceiling tile	Negative	MSCT24
23A	1st floor – bathroom – at tub – 4" white vinyl wallbase	Negative	MV4w
24Aa	1st floor – kitchen – on northwest wall – brown linoleum	Negative	MFLn

Sample #	Location and Description	Results	Homogeneous Code
24Ab	1st floor – kitchen – on northwest wall – under brown linoleum – brown mastic	Negative	MFLn
24Ba	1st floor – kitchen – on south wall – brown linoleum	Negative	MFLn
24Bb	1st floor – kitchen – on south wall – under brown linoleum – brown mastic	Negative	MFLn
24Ca	1st floor – kitchen – on northeast wall – brown linoleum	Negative	MFLn
24Cb	1st floor – kitchen – on northeast wall – under brown linoleum – brown mastic	Negative	MFLn
25Aa	1st floor – southeast room east side – 12" cream floor tile	Negative	MF12cr
25Ab	1st floor – southeast room east side – under 12" cream floor tile – clear mastic	Negative	MF12cr
26A	1st floor – kitchen – on west wall boot – duct wrap	Positive 552% Chrysotile, <1% Amosite	TDW
26B	Not Analyzed Due to Prior Positive Sample	N/A	TDW
26C	Not Analyzed Due to Prior Positive Sample	N/A	TDW
27Aa	1st floor – rear stair landing – 12" beige and gray floor tile	Negative	MF12ey
27Ab	1st floor – rear stair landing – under 12" beige and gray floor tile – clear mastic	Negative	MF12ey
27Ba	Basement – rear stair landing – 12" beige and gray floor tile	Negative	MF12ey
27Bb	Basement – rear stair landing – under 12" beige and gray floor tile – clear mastic	Negative	MF12ey
27Ca	Basement – rear stair landing – 12" beige and gray floor tile	Negative	MF12ey
27Cb	Basement – rear stair landing – under 12" beige and gray floor tile – clear mastic	Negative	MF12ey
28A	2 <sup>nd</sup> floor – southeast room – center floor 2 <sup>nd</sup> layer – tar paper #3	Negative	MPT3
28B	2 <sup>nd</sup> floor – southeast room – east side floor 2 <sup>nd</sup> layer – tar paper #3	Negative	MPT3
28C	2 <sup>nd</sup> floor – southeast room – west side floor 2 <sup>nd</sup> layer – tar paper #3	Negative	MPT3
29A	2 <sup>nd</sup> floor – southeast room – center 3 <sup>rd</sup> layer – tan and beige linoleum	Negative	MFLte
29B	2 <sup>nd</sup> floor – southeast room – east side 3 <sup>rd</sup> layer – tan and beige linoleum	Negative	MFLte
29C	2 <sup>nd</sup> floor – southeast room – west side 3 <sup>rd</sup> layer – tan and beige linoleum	Negative	MFLte
30A	2 <sup>nd</sup> floor – kitchen – on sinks – black undercoat	Negative	MSUk
31A	2 <sup>nd</sup> floor – bathroom – east side top layer – tan and gray linoleum	Negative	MFLty
31Ba	2 <sup>nd</sup> floor – bathroom – north side top layer – tan and gray linoleum	Negative	MFLty
31Bb	2 <sup>nd</sup> floor – bathroom – north side top layer – under tan and gray linoleum – yellow mastic	Negative	MFLty
31C	2 <sup>nd</sup> floor – bathroom – south side top layer – tan and gray linoleum	Negative	MFLty
32Aa	2 <sup>nd</sup> floor – bathroom – east side 3 <sup>rd</sup> layer – on 12" beige and yellow floor tile – backing	Negative	MFLback
32Ab	2 <sup>nd</sup> floor – bathroom – east side 3 <sup>rd</sup> layer – 12" beige and yellow floor tile	Negative	MF12el

Sample #	Location and Description	Results	Homogeneous Code
32Ba	2 <sup>nd</sup> floor – bathroom – north side 3 <sup>rd</sup> layer – on 12" beige and yellow floor tile – backing	Negative	MFLback
32Bb	2 <sup>nd</sup> floor – bathroom – north side 3 <sup>rd</sup> layer – 12" beige and yellow floor tile	Negative	MF12el
32Ca	2 <sup>nd</sup> floor – bathroom – south side 3 <sup>rd</sup> layer – on 12" beige and yellow floor tile – backing	Negative	MFLback
32Ba	2 <sup>nd</sup> floor – bathroom – north side 3 <sup>rd</sup> layer – on 12" beige and yellow floor tile – backing	Negative	MFLback
33Ab	2 <sup>nd</sup> floor – bathroom – at tub 5 <sup>th</sup> layer – 12" white floor tile	Negative	MF12w
33Ab	2 <sup>nd</sup> floor – bathroom – at tub 5 <sup>th</sup> layer – under 12" white floor tile – yellow mastic	Negative	MF12w
34Ab	2 <sup>nd</sup> floor – bathroom – at door 5 <sup>th</sup> layer – 12" gray floor tile	Negative	MF12y
34Ab	2 <sup>nd</sup> floor – bathroom – at door 5 <sup>th</sup> layer – under 12" gray floor tile – yellow mastic	Negative	MF12y
35	2 <sup>nd</sup> floor – kitchen closet – beige linoleum	Negative	MFLe
36Aa	Basement – east wall – mortar	Negative	MBR
36Ab	Basement – east wall – brick	Negative	MBR
36Ba	Basement – north wall – mortar	Negative	MBR
36Bb	Basement – north wall – brick	Negative	MBR
36Ca	Basement – west wall – mortar	Negative	MBR
36Cb	Basement – west wall – brick	Negative	MBR
37Aa	Basement – on east wall – plaster #2 base coat	Negative	SP12
37Ab	Basement – on east wall – plaster #2 skim coat	Negative	SP12
37Ba	Basement – on center wall – plaster #2 base coat	Negative	SP12
37Bb	Basement – on center wall – plaster #2 skim coat	Negative	SP12
37Ca	Basement – on southwest wall – plaster #2 base coat	Trace <1% Tremolite	SP12
37Ca	Point Count Analysis	Trace <0.25% Tremolite	SP12
37Cb	Basement – on southwest wall – plaster #2 skim coat	Negative	SP12
38A	Basement – northeast on water pipe – black wrap	Positive 15% Chrysotile	TPWk
38B	Not Analyzed Due to Prior Positive Sample	N/A	TPWk
38C	Not Analyzed Due to Prior Positive Sample	N/A	TPWk

# Homogeneous Material Codes SPl Plaster

SPI	Plaster
SP12	Plaster Basement
STC	Stucco
MTP	Transite
MPT	Tar Paper Exterior Walls
MPT2	Tar Paper Roof
MPT3	Tar Paper 2 <sup>nd</sup> Floor
MRSny	Brown & Gray Asphalt Roof Shingle
MRSn	Brown Asphalt Roof Shingle
MRSnb	Brown & Blue Asphalt Roof Shingle
MCLKcl	Clear Caulk
MCLKy	Gray Caulk
MCLKw	White Caulk
MCLKcr	Cream Caulk
MFB	Fiberboard

#### **Homogeneous Material Codes**

0	
MFLnt	Brown & Tan Linoleum
MFLn	Brown Linoleum
MFLte	Tan & Beige Linoleum
MFLty	Tan & Gray Linoleum
MFLe	Beige Linoleum
MLF	Laminate Flooring
MPG	Window Glazing Compound
MJC	Joint Compound Patches
MF12t	12" Tan Floor Tile
MF12cr	12" Cream Floor Tile
MF12ey	12" Beige & Gray Floor Tile
MF12el	12" Beige & Yellow Floor Tile
MF12w	12" White Floor Tile
MF12y	12" Gray Floor Tile
MPMw	White Wall Panel Mastic
MDW	Drywall/Joint Compound
MCT11	1' x 1' Ceiling Tile
MSCT24	2' x 4' Ceiling Tile
MV4w	4" White Vinyl Wallbase
MSUk	Black Sink Undercoat
MBR	Brick/Mortar
TDW	Duct Wrap
TPWk	Black Water Pipe Wrap

# E. Asbestos Locations and Quantities

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

Material	Homogeneous Code	Location	Approximate Quantity	Туре
Transite Siding	MTP	House Exterior Walls	2,900 SF	Category II Non-Friable
Gray Caulk	MCLKy	Exterior East Wall at Gas Meter	1 SF	Category II Non-Friable
Duct Wrap	TDW	1st Floor Kitchen Wall Boot, 2nd Floor Kitchen/Dining Room/Northwest Bedroom Wall Boots, Ducts Within 1st Floor Walls, Basement on West Center Joist & Center Return	90 SF	Friable
Black Water Pipe Wrap	TPWk	Basement Northeast From Water Meter	40 LF	Category II Non-Friable

**Assumed Category I Non-Friable Asbestos Containing Material:** 

Material	Location	Approximate Quantity	Material Type
Roof Flashing	At Chimneys	5 SF	Category I Non-Friable

The roof flashing was not safely accessible and was assumed to contain asbestos.

One (1) of the materials sampled contains less than 1% asbestos, as verified by point count analysis, and is not ACM:

Material	Homogeneous Code	Location	Material Type
Plaster #2	SP11	Basement on Walls	Category II Non-Friable

The duct wrap is a friable asbestos containing material and meets the definition of regulated asbestos containing material (RACM) as defined in NR 447 of the Wisconsin Administrative Code. The transite siding, gas meter caulk, and water pipe wrap are category II non friable ACM KPH recommends abatement of the friable and category II non friable ACM prior to demoltion.

The roof flashing will also will also need to be abated prior to building demoltion if it will be sanded, ground, abraded, cut, abraded, or crumbled during demolition. If that does occur it would meet the definition of RACM as defined in NR 447.

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

NR 447.07 requires the building owner or operator to notify the Wisconsin Department of Natural Resources at least 10 business day prior to the start of demolition using form 4500-113, or through an on line notification system.

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

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

Note #3: Additional duct wrap may be within walls and ceilings.

# III. LEAD PAINT INSPECTION

#### A. Methods

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

The lead paint inspection of the two family dwelling and garage at 1527-29 61st Street, Kenosha, Wisconsin, took place on April 24, 2023. A room by room inspection was conducted of metal, block, brick, or concrete locations scheduled for demolition, noting the location, substrate, and color of these surfaces where painted.

## **B.** Component Testing Results

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

# The results of the analysis was classified as follows:

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

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

### Interior: Dwelling at 1527-29 61st Street, Kenosha, Wisconsin

• Painted duct work, and basement stair walls were observed on the interior. Lead based paint was detected on the basement stair brick walls.

#### Exterior: Dwelling at 1527-29 61st Street, Kenosha, Wisconsin

• Painted stair railings and foundation walls were observed on the exterior. Lead based paint was detected and the foundation walls.

The following are the laboratory results.

	Paint Testing Results					
Sample	Room	Component	Substrate	Color	Result (% Lead)	
1P	Exterior Front Steps	Stair Railing	Metal	Black	0.058	
2P	Exterior	West Foundation	Brick	Gray	1.523	
		Wall				
3P	Front Entry Closet	Duct	Metal	White	< 0.009	
4P	Basement Stair	West Wall	Brick	White	0.983	

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

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

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

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

#### IV. UNIVERSAL WASTES

Universal waste and other hazardous materials include items that contain or may contain materials such as mercury, polychlorinated biphenyls (PCB), refrigerants such as Freon and chlorofluorocarbons (CFC), chemicals, and fuels. The following universal wastes and other hazardous materials were identified in the building:

Material	Location	Approximate Quantity
Refrigerator-CFC	1st & 2nd Floor Kitchens	2
Window Air Conditioner-CFC	2 <sup>nd</sup> Floor Living Room, Basement	2
Fluorescent Light Bulbs-Mercury	Rear Stair, 2 <sup>nd</sup> Floor West Bedroom	2
Water Meter-Mercury	Basement	1
Tires	Back Yard	1

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

#### V. EXCLUSIONS

Garage locked – no access to interior. This report represents the condition of the building and the visible/accessible materials at the date and the times of the onsite inspection. Areas and materials that were hidden or not accessible are excluded, including areas within walls and floors and above ceilings. Not all areas within walls and ceilings were accessible, and these areas may contain suspect asbestos containing materials. Hidden materials or those materials that could not be accessed at the point of inspection, over and above those stated in the inspection report, are the responsibility of the building owner and the demolition contractor.

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

#### VI. LIMITATIONS

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

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

# **APPENDICES**

# A. ASBESTOS LABORATORY RESULTS



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

Collected Date: 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 101 sample(s) were received on Wednesday, April 26, 2023 via UPS. The final report(s) is enclosed for the following sample(s): 1A, 1B, 1C, 2A, 2B, 2C, 3A, 4A, 5A, 5B, 5C, 6A, 6B, 7A, 7B, 7C, 8A, 8B, 8C, 9A, 9B, 9C, 10A, 10B, 10C, 11A, 11B, 11C, 12A, 12B, 12C, 13A, 13B, 13C, 14A, 14B, 14C, 15A, 15B, 15C, 15D, 15E, 15F, 15G, 16A, 16B, 16C, 17A, 17B, 17C, 18A, 18B, 18C, 19A, 19B, 19C, 20A, 20B, 20C, 21A, 21B, 21C, 22A, 22B, 22C, 23A, 24A, 24B, 24C, 25A, 26A, 26B, 26C, 27A, 27B, 27C, 28A, 28B, 28C, 29A, 29B, 29C, 30A, 31A, 31B, 31C, 32A, 32B, 32C, 33A, 34A, 35A, 36A, 36B, 36C, 37A, 37B, 37C, 38A, 38B, 38C.

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

Sincerely,

Sandra Sobrino

Asbestos & Materials Laboratory Manager

andra Sobiino

SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter

- Analysis Pages

- Disclaimers and Additional Information

## Sample conditions:

- 101 samples in Good condition.



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

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Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

Collected Date: 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic Components			
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
1A / 23022811-001	Grey Non-Fibrous Homogeneous		80% Other	20% Chrysotile
1B / 23022811-002				Not Analyzed
1C / 23022811-003				Not Analyzed
2A / 23022811-004	Black Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
2B / 23022811-005	Black Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
2C / 23022811-006	Black Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
3A / 23022811-007	Various Non-Fibrous Homogeneous	6% Glass	94% Other	None Detected
4A / 23022811-008	Black Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
5A / 23022811-009	Grey Non-Fibrous Homogeneous		100% Other	None Detected
5B / 23022811-010	Grey Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Susawor Childress Approved Signatory:

5/4/2023 Analysis Date:

Date:

5/4/2023



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

**Collected Date:** 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
5C / 23022811-011	Grey Non-Fibrous Homogeneous		100% Other	None Detected
6A / 23022811-012	Clear Non-Fibrous Homogeneous		100% Other	None Detected
6B / 23022811-013	Clear Non-Fibrous Homogeneous		100% Other	None Detected
7A / 23022811-014	Grey Non-Fibrous Homogeneous		85% Other	15% Chrysotile
7B / 23022811-015				Not Analyzed
7C / 23022811-016				Not Analyzed
8A / 23022811-017	White Non-Fibrous Homogeneous		100% Other	None Detected
8B / 23022811-018	White Non-Fibrous Homogeneous		100% Other	None Detected
8C / 23022811-019	White Non-Fibrous Homogeneous		100% Other	None Detected
9A / 23022811-020	Tan Non-Fibrous Heterogeneous	5% Glass	95% Other	None Detected

Analyst: Susawar Childress Approved Signatory:

5/4/2023 Analysis Date:

Date: 5/4/2023



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

**Project Number: 23-400-007.1527** 

P.O. Number:

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Collected Date: 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
9B / 23022811-021	Tan Non-Fibrous Heterogeneous	5% Glass	95% Other	None Detected
9C / 23022811-022	Tan Non-Fibrous Heterogeneous	5% Glass	95% Other	None Detected
10A / 23022811-023	Tan Non-Fibrous Heterogeneous	15% Cellulose	85% Other	None Detected
10B / 23022811-024	Tan Non-Fibrous Heterogeneous	15% Cellulose	85% Other	None Detected
10C / 23022811-025	Tan Non-Fibrous Heterogeneous	15% Cellulose	85% Other	None Detected
11A / 23022811-026	Brown Fibrous Homogeneous	85% Cellulose	15% Other	None Detected
11B / 23022811-027	Brown Fibrous Homogeneous	85% Cellulose	15% Other	None Detected
11C / 23022811-028	Brown Fibrous Homogeneous	85% Cellulose	15% Other	None Detected
12A / 23022811-029 , Vinyl	Brown Non-Fibrous Homogeneous	5% Glass	95% Other	None Detected
12A / 23022811-029 , Mastic	Clear Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Susanor Childres Approved Signatory: John to



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

Collected Date: 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic	Components			
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers	
12B / 23022811-030	Beige Non-Fibrous Heterogeneous	35% Cellulose	65% Other	None Detected	
12C / 23022811-031	Brown Non-Fibrous Homogeneous	5% Glass	95% Other	None Detected	
13A / 23022811-032	Tan Fibrous Homogeneous	85% Cellulose	15% Other	None Detected	
13B / 23022811-033	Tan Fibrous Homogeneous	85% Cellulose	15% Other	None Detected	
13C / 23022811-034	Tan Fibrous Homogeneous	85% Cellulose	15% Other	None Detected	
14A / 23022811-035	White Non-Fibrous Homogeneous		100% Other	None Detected	
14B / 23022811-036	White Non-Fibrous Homogeneous		100% Other	None Detected	
14C / 23022811-037	White Non-Fibrous Homogeneous		100% Other	None Detected	
15A / 23022811-038	Off-White Non-Fibrous Homogeneous	< 1% Hair	100% Other	None Detected	
15B / 23022811-039	Off-White Non-Fibrous Homogeneous	< 1% Hair	100% Other	None Detected	

Analyst: Susanor Children Approved Signatory:



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Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
15C / 23022811-040	Off-White Non-Fibrous Homogeneous	< 1% Hair	100% Other	None Detected
15D / 23022811-041	Off-White Non-Fibrous Homogeneous	< 1% Hair	100% Other	None Detected
15E / 23022811-042 , Plaster	Off-White Non-Fibrous Homogeneous	< 1% Hair	100% Other	None Detected
15E / 23022811-042 , Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
15E / 23022811-042 , Texture	White Non-Fibrous Homogeneous		100% Other	None Detected
15F / 23022811-043 , Plaster	Off-White Non-Fibrous Homogeneous	< 1% Hair	100% Other	None Detected
15F / 23022811-043 , Skim Coat	Pink Non-Fibrous Homogeneous		100% Other	None Detected
15G / 23022811-044 , Plaster	Off-White Non-Fibrous Homogeneous	< 1% Hair	100% Other	None Detected
15G / 23022811-044 , Texture	White Non-Fibrous Homogeneous		100% Other	None Detected
16A / 23022811-045	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Susaway Children Approved Signatory: Johnt



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

Collected Date: 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
16B / 23022811-046	White Non-Fibrous Homogeneous		100% Other	None Detected
16C / 23022811-047	White Non-Fibrous Homogeneous		100% Other	None Detected
17A / 23022811-048 , Vinyl	Brown Non-Fibrous Heterogeneous	5% Glass	95% Other	None Detected
17A / 23022811-048 , Mastic	Clear Non-Fibrous Homogeneous		100% Other	None Detected
17B / 23022811-049	Brown Non-Fibrous Heterogeneous	30% Cellulose	70% Other	None Detected
17C / 23022811-050	Brown Non-Fibrous Heterogeneous	30% Cellulose	70% Other	None Detected
18A / 23022811-051	White Non-Fibrous Homogeneous		100% Other	None Detected
18B / 23022811-052	White Non-Fibrous Homogeneous		100% Other	None Detected
18C / 23022811-053	White Non-Fibrous Homogeneous		100% Other	None Detected
19A / 23022811-054	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Susawor Childress Approved Signatory:



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

Collected Date: 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
19B / 23022811-055	White Non-Fibrous Homogeneous		100% Other	None Detected
19C / 23022811-056	White Non-Fibrous Homogeneous		100% Other	None Detected
20A / 23022811-057 , Drywall	White Non-Fibrous Homogeneous	3% Cellulose	97% Other	None Detected
20A / 23022811-057 , Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
20B / 23022811-058 , Drywall	White Non-Fibrous Homogeneous	3% Cellulose	97% Other	None Detected
20B / 23022811-058 , Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
20C / 23022811-059 , Drywall	White Non-Fibrous Homogeneous	3% Cellulose	97% Other	None Detected
20C / 23022811-059 , Joint Compound	White Non-Fibrous Homogeneous		100% Other	None Detected
21A / 23022811-060	Tan Fibrous Homogeneous	85% Cellulose	15% Other	None Detected
21B / 23022811-061	Tan Fibrous Homogeneous	85% Cellulose	15% Other	None Detected

Analyst: Susand Childrens Approved Signatory: Johnthe Wis



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

Collected Date: 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
21C / 23022811-062	Tan Fibrous Homogeneous	85% Cellulose	15% Other	None Detected
22A / 23022811-063	White Fibrous Homogeneous	45% Cellulose 20% Glass	35% Other	None Detected
228 / 23022811-064	White Fibrous Homogeneous	45% Cellulose 20% Glass	35% Other	None Detected
22C / 23022811-065	White Fibrous Homogeneous	45% Cellulose 20% Glass	35% Other	None Detected
23A / 23022811-066	White Non-Fibrous Homogeneous		100% Other	None Detected
24A / 23022811-067 , Linoleum	Pink Non-Fibrous Homogeneous	35% Cellulose	65% Other	None Detected
24A / 23022811-067 , Mastic	Brown Non-Fibrous Homogeneous		100% Other	None Detected
24B / 23022811-068 , Linoleum	Pink Non-Fibrous Homogeneous	35% Cellulose	65% Other	None Detected
24B / 23022811-068 , Mastic	Brown Non-Fibrous Homogeneous		100% Other	None Detected
24C / 23022811-069 , Linoleum	Pink Non-Fibrous Homogeneous	35% Cellulose	65% Other	None Detected

Analyst: Susawor Childress Approved Signatory:

5/4/2023 Analysis Date:

Date: 5/4/2023



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

**Collected Date:** 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic	Con	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
24C / 23022811-069 , Mastic	Brown Non-Fibrous Homogeneous		100% Other	None Detected
25A / 23022811-070 , Vinyl	White Non-Fibrous Homogeneous		100% Other	None Detected
25A / 23022811-070 , Mastic	Clear Non-Fibrous Homogeneous		100% Other	None Detected
26A / 23022811-071	Grey Fibrous Homogeneous		45% Other	55% Chrysotile < 1% Crocidolite
26B / 23022811-072				Not Analyzed
26C / 23022811-073				Not Analyzed
27A / 23022811-074 , Vinyl	Cream Non-Fibrous Homogeneous		100% Other	None Detected
27A / 23022811-074 , Mastic	Clear Non-Fibrous Homogeneous		100% Other	None Detected
27B / 23022811-075 , Vinyl	Cream Non-Fibrous Homogeneous		100% Other	None Detected
27B / 23022811-075 , Mastic	Clear Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Susawar Childress Approved Signatory:

5/4/2023 Analysis Date:

Date: 5/4/2023



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

Collected Date: 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
27C / 23022811-076 , Vinyl	Cream Non-Fibrous Homogeneous		100% Other	None Detected
27C / 23022811-076 , Mastic	Clear Non-Fibrous Homogeneous		100% Other	None Detected
28A / 23022811-077	Black Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
28B / 23022811-078	Black Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
28C / 23022811-079	Black Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
29A / 23022811-080	Cream Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
29B / 23022811-081	Cream Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
29C / 23022811-082	Cream Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
30A / 23022811-083	Black Non-Fibrous Homogeneous	3% Cellulose	97% Other	None Detected
31A / 23022811-084	Grey Non-Fibrous Homogeneous	5% Glass	95% Other	None Detected

Analyst: Susanor. Childress Approved Signatory: Johntha 1



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

Collected Date: 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
31B / 23022811-085 , Vinyl	Grey Non-Fibrous Homogeneous	5% Glass	95% Other	None Detected
31B / 23022811-085 , Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
31C / 23022811-086	Grey Non-Fibrous Homogeneous	5% Glass	95% Other	None Detected
32A / 23022811-087 , Backing	Grey Fibrous Homogeneous	45% Cellulose 5% Glass	50% Other	None Detected
32A / 23022811-087 , Vinyl	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
32B / 23022811-088 , Backing	Grey Fibrous Homogeneous	45% Cellulose 5% Glass	50% Other	None Detected
32B / 23022811-088 , Vinyl	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
32C / 23022811-089 , Backing	Grey Fibrous Homogeneous	45% Cellulose 5% Glass	50% Other	None Detected
32C / 23022811-089 , Vinyl	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
33A / 23022811-090 , Vinyl	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Susawar Childress Approved Signatory:



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

**Collected Date:** 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic	Con	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
33A / 23022811-090 , Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
34A / 23022811-091 , Vinyl	White Non-Fibrous Homogeneous	5% Glass	95% Other	None Detected
34A / 23022811-091 , Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
35A / 23022811-092	Beige Non-Fibrous Homogeneous	5% Glass	95% Other	None Detected
36A / 23022811-093 , Plaster	Off-White Non-Fibrous Homogeneous		100% Other	None Detected
36A / 23022811-093 , Skim Coat	Beige Non-Fibrous Homogeneous		100% Other	None Detected
36B / 23022811-094 , Plaster	Off-White Non-Fibrous Homogeneous		100% Other	None Detected
36B / 23022811-094 , Skim Coat	Beige Non-Fibrous Homogeneous		100% Other	None Detected
36C / 23022811-095 , Plaster	Off-White Non-Fibrous Homogeneous		100% Other	None Detected
36C / 23022811-095 , Skim Coat	Beige Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Susand Children Approved Signatory: Johnston M



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

Collected Date: 4/24/2023

Received Date: 4/26/2023 12:48:00 PM

Analyst: Childress, Susan

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

	Stereoscopic	Con	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
37A / 23022811-096 , Plaster	White Non-Fibrous Homogeneous		100% Other	None Detected
37A / 23022811-096 , Skim Coat	Grey Non-Fibrous Homogeneous		100% Other	None Detected
37B / 23022811-097 , Plaster	White Non-Fibrous Homogeneous		100% Other	None Detected
37B / 23022811-097 , Skim Coat	Grey Non-Fibrous Homogeneous		100% Other	None Detected
37C / 23022811-098 , Plaster	Brown Non-Fibrous Homogeneous		100% Other	< 1% Tremolite
37C / 23022811-098 , Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
38A / 23022811-099	Black Non-Fibrous Homogeneous		85% Other	15% Chrysotile
38B / 23022811-100				Not Analyzed
38C / 23022811-101				Not Analyzed

Analyst: Susawor Childress Approved Signatory:

5/4/2023 Analysis Date:

5/4/2023 Date:

#### **Disclaimer**

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

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

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

#### NYELAP Disclaimer:

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

Asbestos Certifications
NVLAP lab code 200870-0
City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915
Colorado License Number: AL-23143
Connecticut License Number: PH-0105
Massachusetts License Number: AA000222
Maine License Number: LB-0075, LA-0084

New York ELAP lab ID: 11983

Rhode Island License Number: PCM00126, PLM00126, TEM00126 Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323 Washington State License Number: C989 West Virginia License Number: LT000616

Vermont License: AL166318

Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020



10501 Trade Ct., Suite 100 N Chesterfield VA 23236

31]
11

SanAir ID Number

anAir ologies Laboratory	804.897.1177 / 888.895.1177 Fax 804.897.0070 sanair.com	Chain of Custody Form 140, Rev 7, 10/20/2022	2

Company: KPH Environmental Corp. Project #				Project #: 23-4	400-00	0-007, 1527 Collected by:						
Address: 1237 West Bruce Street Project Name: City of Ker					City of Kenos	sha			Phone #: (41	4) 647-1530		
	z <sub>ip:</sub> Milwaukee, '					: 424 23					647-1540	
State of Co	ollection: WI	Account#: 39	905		P.O. Number:						acobsen@kphenvi	ronmental.com
ABB	Bulk PLM EPA 600/F	R-93/116	<b>7</b>	ABA	Air PCM N	OSH 7400	ır	<b>—</b> ]	ABSE	Soil PLM EPA 6	00/R-93/116 (Qu	ıal.)
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ABHE	EPA 100.2				P	ositive Stop					<del>-</del>	
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10	rn Around	3 HR (4 H	IR TE	(M)	6 HR	(8HR TEM)	-		12 HR		1 Day	
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Special I	nstructions					-						
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Sa 1 1 2 2 2 3 4 5 5 6	A B C A B C A A A A C	Date	ple I		Time		or A		Date	Rate	* Tim	ne*

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnary under the primary contact for your account will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments Page 17, 01 21 billed to SanAir with a faster shipping rate will result in additional charges.

23022811

			1811		
Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start – Stop Time*
GB				1	Time
7A				<u> </u>	
7A 7B	·				-
7c					
84			Y		
88					
&C					
94					
વૈદ્ય					
9c					
loa					
log					
100					
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11B					
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124					
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13c					
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154	180				
158					
12c					
120					
15E					
15F					

Special Instructions				

	Time	Date	Received by	Time	, Date	Relinquished by
2	10:15am	411613	240	1700	4/25/23	taxtr
•	10,15GA		225	1700		taxtr

1302181/ Form 140, Revision 1, 1/20/2017

	Wolves on County William Co. 1										
Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start Ti	– Stop ne*					
15G											
16A											
168											
160											
174											
178											
17C											
184											
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194											
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26c											
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Special Instructions			

Relinquished by	Date	Time	Received by	Date	Time
never	4/25/23	1700	£20	ynong	18:15an

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

Page of Page 19 of 21

23022811

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start – Stop Time*	
278						
27c						
284						
28A 28B						
280						
<b>29</b> A						
298						
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29c 30A			•			·
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<b>Special Instructions</b>					

Relinquished by	Date	Time	Received by	Date	Time
hold	4/25/27	1700	20	Ynous	Loile
177)					

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

Page 7 of 4



SanAir ID Number
23026211
FINAL REPORT
5/16/2023 2:35:01 PM

Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City of Kenosha

Collected Date: 4/24/2023

Received Date: 5/15/2023 8:00:00 AM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 1 sample(s) were received on Monday, May 15, 2023 via Fax or Email request. The final report(s) is enclosed for the following sample(s): 37C.

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

Sincerely,

Sandra Sobrino

Asbestos & Materials Laboratory Manager

Sandra Sobiino

SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter

- Analysis Pages

- Disclaimers and Additional Information

#### Sample conditions:

- 1 samples in Good condition.



SanAir ID Number
23026211
FINAL REPORT
5/16/2023 2:35:01 PM

Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City of Kenosha

Collected Date: 4/24/2023

Received Date: 5/15/2023 8:00:00 AM

Analyst: Childress, Susan

# **Asbestos Bulk EPA PLM 400 Point Count**

	Stereoscopic	Con	nponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
37C / 23026211-001	Brown Non-Fibrous Homogeneous		100% Other	< 0.25% Tremolite

Analyst: Susaway. Childress Approved Signatory:

Analysis Date: 5/16/2023 Date: 5/16/2023

#### **Disclaimer and Additional Information**

#### 400 Point Count Method EPA 600/R-93/116

 ${\sf EPA-40\ CFR\ Appendix\ E}$  to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

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Asbestos Certifications NVLAP Lab Code 200870-0

City of Philadelphia Department of Public Health Certificate Number: ALL-460

PA Department of Environmental Protection Number: 68-05397

California ELAP Certificate Number: 2915

Colorado Department of Public Health & Environment Registration Number: AL-23143

Connecticut Department of Public Health Registration Number: PH-0105 Massachusetts Department of Labor Standards License Number: AA000222

State of Maine Department of Environmental Protection License Number: LB-0075, LA-0084

New York Department of Health Lab ID No: 11983

State of Rhode Island Department of Health Certification Number: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia Department of Professional & Occupational Regulation Number 3333000323

The State of Washington Department of Ecology Laboratory ID: C989

State of West Virginia Bureau for Public Health Asbestos Laboratory Number: LT000616

Vermont Department of Health License Number: AL166318

State of Louisiana Department of Environmental Quality, Al Number: 212253, Certificate Number: 05088

Revision Date: 9/13/2022



10501 Trade Ct., Suite 100 N. Chesterfield, VA 23236 804.897.1177 / 888.895.1177 Fax 804.897.0070 sanair.com

# Asbestos Chair Form 14

SanAir ID Number

n of Custody 10, Rev 7, 10/20/2022	23026211

Company: KPH Environmental Corp.					Project #: 23-	400-0	07.1	527	Collected by:				
Address: 1237 West Bruce Street Pro				Project Name	roject Name: City of Kenosha				Phone #: (414) 647-1530				
City, St., Zip: Milwaukee, WI 53204				Date Collected: 4/24/23				Fax #: (414) 647-1540					
	ollection: WI	Account#:	3905		P.O. Number:					Email: dea	an.jaco	bsen@kphenv	vironmental.c
	Bulk				Ai	<del>-</del>			) <del>[                                   </del>	So			
ABB	PLM EPA 60	0/R-93/116		ABA		IOSH 7400			ABSE	PLM EP	A 600/	R-93/116 (Q	ual.)
	Positive S			ABA	9.7	w/TWA*				V	ermic	ulite	
ABEPA	1	0 Point Count	<b>V</b>	ABT					ABB	PLM EPA	A 600/	R-93/116	
ABBIK	i	00 Point Count		ABA		IOSH 7402			ABEPA3	PLM EPA	4 400	Point Count	
ABBEN	PLM EPA NO			ABT	2 TEM L	evel II			ABCM	Cincinna	ti Metl	por	
ABBCH	TEM Chatfiel			Other	T.	32.7.5					ust		
ABBTM	TEM EPA NO	DB**			New Yo	ork EL <u>A</u> P			ABWA	- C		ΓM D-6480	
ABQ	PLM Qualitat	ive		ABEP	A2 NY EL	AP 198.1			ABDMV	TEM Mic	гочас	ASTM D-57	55
**	Available on 24	l-hr. to 5-day TAT		ABEN	Y NY EL	AP 198.6 PLM 1	NOB						
	Water			ABBI	Y NY EL	AP 198.4 TEM	NOB		Matrix	o	ther		
ABHE	EPA 100.2				P	Positive Stop							
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	networtions			-									
Special													
Special I	iisti uctions												
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	mple#	San	nple I			tion	1		· · · · ·	ŧ		7.0	-
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Sa	ample # 37C		nple Id		ter		or A		Date	Ra		Tit	me*
Relinqui	ample # 37C	Date Skills	nple Io	plas		Receiv	ed by		Date	Ra		Tin	me*
Ralingui	ample #  37C	Date	nple Id	plas	Time		ed by		Date	Ra		Tit	me*

will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

# **B. PAINT LABORATORY RESULTS**



SanAir ID Number
23022990
FINAL REPORT
5/3/2023 12:31:10 PM

Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

Collected Date: 4/25/2023

Received Date: 4/26/2023 10:15:00 AM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 4 sample(s) were received on Wednesday, April 26, 2023 via UPS. The final report(s) is enclosed for the following sample(s): 1P, 2P, 3P, 4P.

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

Sincerely,

Abisola Kasali

Metals Laboratory Director SanAir Technologies Laboratory

Final Report Includes:

Alisa Palasali

- Cover Letter

- Analysis on Test Family AA

- Disclaimers and Additional Information

Sample conditions:

- 4 samples in Good condition.



SanAir ID Number
23022990
FINAL REPORT
5/3/2023 12:31:10 PM

Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007.1527

P.O. Number:

Project Name: City Of Kenosha

Collected Date: 4/25/2023

Received Date: 4/26/2023 10:15:00 AM

Analyst: Koester, Maci

Test Method: SW846/M3050B/7000B

# **Lead Paint Analysis**

PAINT			μg Pb	Sample Size	Calculated	Sample	Sample
Sample		Description	In Sample	(grams)	RL	Results	Results
23022990 - 1	1P		65	0.1114	89.8	579.5	0.058 %
						μg/g (ppm)	By Weight
23022990 - 2	2P		1578	0.1036	96.5	15230	1.523 %
						μg/g (ppm)	By Weight
23022990 - 3	3P		< 10	0.1179	84.8	<84.8	<0.009 %
						μg/g (ppm)	By Weight
23022990 - 4	4P		1100	0.1119	89.4	9829	0.983 %
						μg/g (ppm)	By Weight

Method Reporting Limit <10  $\mu$ g/0.1 g paint Sample 1P contained substrate.

4/28/2023

Signature:

Date:

Reviewed:

Date:

5/2/2023

#### **Disclaimer**

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

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10501 Trade Ct. N. Chesterfield, VA 23236-3993 804.897.1177 / 888.895.1177 Fax 804.897.0070

# Metals & Lead Chain of Custody Form 70, Revision 11, 09/21/21

SanAiı	ID Number
2302	2990

Fax 804.897.0070 Form 70, Revision 11, 09/2

							· · · · · · · · · · · · · · · · · · ·			
Company: KP	H Enviro	onmental C	orp.	Project #: 23	3-400-007 , <i>(S</i>	27		Phone #: (	414) 647-	1530
Address: 1237 West Bruce Street			Project Name: City of Kenosha				Phone #:			
City, St., Zip: M	lilwaukee,	WI 53204		Date Collecte	ed:			Fax #: (41	4) 647-15	i40
Samples Collect	ed By:	T		P.O. Number	:					nenvironmental.com
Account #: 3905				U.S. State Co				Email:		
Ma	atrix Typ	es	Meta	ls Analysis	s Types			ı	· · · · · · · · · · · · · · · · · · ·	
☐ Air (ug/m³)	)		Total Cor	ncentration of	Lead 🗹		□ ICE	-total conc	entration of	metals (please
☐ Wipe (ug/fi	t <sup>2</sup> )		Total Cor	ncentration of	RCRA 8 Metals 🗆		list me	tals):		
☑ Paint □:	Soil □Bu	lk (ug/g or ppm)	TCLP for	Lead 🗆						
☐ Other:			TCLP for	RCRA 8 Met	als 🗆					
Turn A		San	ne Day 🗆		1 Day □		2 days □	]	3 I	Days 🗆
Tir	ne		4 Days	Ø si	tandard (5 day)		☐ Other	Test:		
Sample #		ection & Time	Sample	Identificati	on/Location	Flow	Rate	Start Time	Stop Time	Volume (L) Area (Sq ft)
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Special Instru	uctions									
Relimquishe	od by	Dațe		Гіте	Received by	,	Dat			rimo I
haxi	L Dy	4/25/23	(700		55C		1 26			ime 5 <i>AM</i>
f no technician is	provided, the	en the primary co	ntact for your ac	count will be se	elected. Unless schedul	ed, the turn	around ti	me for all sa	mples receive	ed after 3 pm

# C. FLOOR PLANS



# Two Family Dwelling 1527-29 61st Street Kenosha, Wisconsin

# Basement Floor Plan

Stair



# Two Family Dwelling 1527-29 61st Street Kenosha, Wisconsin

1st Floor Plan

Garage

Southeast Entry		Stair			
Kitchen				hwest oom	
			E	Bathro	om
Dining Room				Vest Bedroc	om
				thwes droom	t
				Clo	set
Living Room	Living Room E			Closet	Stair



# Two Family Dwelling 1527-29 61st Street Kenosha, Wisconsin

# 2nd Floor Plan

Southeast Room		Sta	air	
Kitchen				nwest oom
		Hall		Bathroom
Dining Room		West Bedroom Closet Closet		
		Northwest Bedroom		
Living				
Room		Stair		

# D. KPH CERTIFICATION

# Company Certificate

This certifies that

# KPH ENVIRONMENTAL CORPORATION

1237 W BRUCE ST MILWAUKEE WI 53204-1218

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

Asbestos Company -- Primary

Certificate Issue Date: 08/01/2022

Expiration Date: 09/10/2024, 12:01 a.m.

Certification #: CAP-1432180

Wisconsin Department of Health Services

Division of Public Health

Bureau of Environmental and Occupational Health

Asbestos & Lead Section

PO Box 2659

Madison WI 53701-2659

Phone: (608) 261-6876





miniam Hasan

Miriam Hasan, Unit Supervisor



ASBESTOS INSPECTOR

Issued By

STATE OF WISCONSIN

Dept. of Health Services

Dean T Jacobsen

W131 S6781 Kipling Dr Muskego WI 53150-3401

		160 lbs	5' 08"
AII-14370	Exp: 05/29/2024	12/12/1963	

Training due by: 05/29/2024



# PRE-DEMOLITION INSPECTION REPORT Job Site:

Former Service Station 3922 75th Street Kenosha, Wisconsin

For:

#### City of Kenosha

Department of City Development and Inspections Municipal Building, Room 308 325 52<sup>nd</sup> Street Kenosha, Wisconsin 53140

KPH Project # 23-400-007.3922

Dean Jacobsen

Asbestos Inspector No. AII - 14370

Prepared by:

#### **KPH Environmental**

1237 West Bruce Street Milwaukee, Wisconsin 53204

#### September 2023

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

# **TABLE OF CONTENTS**

Pre-Demolition Inspection Report 3922 75<sup>th</sup> Street Kenosha, Wisconsin

# **Executive Summary**

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#### **EXECUTIVE SUMMARY**

KPH Environmental Corp (KPH), was retained by the City of Kenosha Department of City Development and Inspections to conduct an inspection of the former service station building and canopy at 3922 75<sup>th</sup> Street, Kenosha, Wisconsin, prior to demolition. KPH conducted a visual inspection for asbestos, potential lead painted recyclable surfaces, and universal wastes. KPH collected asbestos bulk samples and paint chip samples for laboratory analysis.

No asbestos containing materials (ACM) were detected at this location. Asbestos was not detected above the regulatory level of 1% in any material sampled. Asbestos was detected at less than 1% in the drywall/joint compound composite material, as verified by point count analysis.

The Wisconsin Department of Natural Resources must be notified at least 10 business days prior to the start of demolition.

Asbestos results are in Section II of this report.

Paint sample testing revealed that lead based paint was not detected on the exterior or interior surfaces tested. Results are in Section III of this report.

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

#### I. INTRODUCTION

KPH Environmental Corp., (KPH) was retained by the City of Kenosha Department of City Development and Inspections to conduct a pre-demolition inspection of the former service station building and canopy at 3922 75<sup>th</sup> Street, Kenosha, Wisconsin, for the following:

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

Onya Bates, of the City of Kenosha, authorized KPH to conduct an inspection and to analyze samples collected during the inspection. The inspection of the building at 3922 75th Street, Kenosha, Wisconsin, was conducted on August 25, 2023, to cover the items listed above. The inspection was conducted by Dean Jacobsen, Wisconsin Asbestos Inspector License No. 14370. Additional information on the inspection and results are contained in the following sections.

#### II. ASBESTOS INSPECTION

#### A. Methods

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

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

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

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

#### **B.** List of Suspect Asbestos Containing Materials

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

- Ceramic tile
- Ceiling tile
- Drywall/joint compound
- Vinyl wallbase
- Concrete block/mortar
- Building gasket
- Brick/mortar
- Caulk
- Asphalt shingle roofing
- Tar paper
- Roof membrane
- Miscellaneous mastics

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

# C. The Laboratory

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

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

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

#### D. Samples and Results

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

Sample #	Location and Description	Results	Homogeneous Code
1Aa	Interior – center office area – floor near south door – gray ceramic tile	Negative	MCTMy
1Ab	Interior – center office area – floor near south door – grout	Negative	MCTMy
1Ac	Interior – center office area – floor near south door – under gray ceramic tile – mortar	Negative	MCTMy
1Ba	Interior – restroom – floor west side – gray ceramic tile	Negative	MCTMy
1Bb	Interior – restroom – floor west side – grout	Negative	MCTMy
1Bc	Interior – restroom – floor west side – under gray ceramic tile – mortar	Negative	MCTMy
1Ca	Interior – northwest office – under carpet near door – gray ceramic tile	Negative	MCTMy
1Cb	Interior – northwest office – under carpet near door – grout	Negative	MCTMy
1Cc	Interior – northwest office – under carpet near door – under gray ceramic tile – mortar	Negative	MCTMy
2A	Interior – center office area – east side – 2' x 2' grooved ceiling tile	Negative	MSCT22G
2B	Interior – reception area – west side – 2' x 2' grooved ceiling tile	Negative	MSCT22G
2C	Interior – northeast office – north side – 2' x 2' grooved ceiling tile	Negative	MSCT22G

Sample #	Location and Description	Results	Homogeneous Code
3A	Interior – center office area – on south wall under plastic panel – beige mastic	Negative	MPMe
3B	Interior – restroom – on west wall under plastic panel – beige mastic	Negative	MPMe
3C	Interior – garage – on northwest wall under plastic panel – beige mastic	Negative	MPMe
4Aa	Interior – reception area – ceiling – drywall	Negative	MDW
4Ab	Interior – reception area – ceiling – joint compound	Positive 2% Chrysotile	MDW
4Ab	Composite Point Count Result	Trace <0.25% Chrysotile	MDW
4Ba	Interior – southeast office – north wall – drywall	Negative	MDW
4Bb	Not Analyzed Due to Prior Positive Sample	N/A	MDW
4Ca	Interior – northeast storage room – center wall – drywall	Negative	MDW
4Cb	Not Analyzed Due to Prior Positive Sample	N/A	MDW
5Aa	Interior – southeast office – center under carpet – tan ceramic tile	Negative	MCTMt
5Ab	Interior – southeast office – center under carpet – grout	Negative	MCTMt
5Ac	Interior – southeast office – center under tan ceramic tile – mortar	Negative	MCTMt
5Ba	Interior – northeast office – center under carpet – tan ceramic tile	Negative	MCTMt
5Bb	Interior – northeast office – center under carpet – grout	Negative	MCTMt
5Bc	Interior – northeast office – center under tan ceramic tile – mortar	Negative	MCTMt
5Ca	Interior – hall – floor near garage door – tan ceramic tile	Negative	MCTMt
5Cb	Interior – hall – floor near garage door – grout	Negative	MCTMt
5Cc	Interior – hall – floor near garage door – under tan ceramic tile – mortar	Negative	MCTMt
6Aa	Interior – restroom – on west wall – 4" brown vinyl wallbase	Negative	MV4n
6Ab	Interior – restroom – on west wall – under 4" brown vinyl wallbase – white mastic	Negative	MV4n
6Ba	Interior – restroom – on east wall – 4" brown vinyl wallbase	Negative	MV4n
6Bb	Interior – restroom – on east wall – under 4" brown vinyl wallbase – white mastic	Negative	MV4n
6Ca	Interior – restroom – on south wall – 4" brown vinyl wallbase	Negative	MV4n
6Cb	Interior – restroom – on south wall – under 4" brown vinyl wallbase – white mastic	Negative	MV4n
7A	Interior – restroom – southwest – 2' x 4' drywall type ceiling tile	Negative	MSCT24DW
7B	Interior – restroom – northwest – 2' x 4' drywall type ceiling tile	Negative	MSCT24DW
7C	Interior – restroom – northeast – 2' x 4' drywall type ceiling tile	Negative	MSCT24DW
8A	Interior – garage – northeast wall – concrete block/mortar	Negative	MCB
8B	Interior – garage – east wall – concrete block/mortar	Negative	MCB
8C	Exterior – northwest wall – concrete block/mortar	Negative	MCB
9A	Exterior – west center near ground – brown building gasket	Negative	MBG

Sample #	Location and Description	Results	Homogeneous Code
9B	Exterior – southwest near ground – brown building gasket	Negative	MBG
9C	Exterior – south side near ground – brown building gasket	Negative	MBG
10Aa	Exterior – southwest wall – brick	Negative	MBR
10Ab	Exterior – southwest wall – mortar	Negative	MBR
10Ba	Exterior – southeast wall – brick	Negative	MBR
10Bb	Exterior – southeast wall – mortar	Negative	MBR
10Ca	Exterior – northwest wall – brick	Negative	MBR
10Cb	Exterior – northwest wall – mortar	Negative	MBR
11A	Exterior – around southwest door – gray caulk	Negative	MCLKy
11B	Exterior – around southwest window – gray caulk	Negative	MCLKy
11C	Exterior – around south center window – gray caulk	Negative	MCLKy
12A	Exterior – in west wall seam – white caulk	Negative	MCLKw
13A	Exterior – northeast addition – around west door – beige caulk	Negative	MCLKe
14Aa	Roof – west side top layer – gray asphalt shingle	Negative	MRSy
14Ab	Roof – west side bottom layer – tar paper	Negative	MPT
14Ba	Roof – north side top layer – gray asphalt shingle	Negative	MRSy
14Bb	Roof – north side bottom layer – tar paper	Negative	MPT
14Ca	Roof – east side top layer – gray asphalt shingle	Negative	MRSy
14Cb	Roof – east side bottom layer – tar paper	Negative	MPT
15Aa	Roof – northeast addition – east side – black roof membrane	Negative	MRMk
15Ab	Roof – northeast addition – east side – under black roof membrane – insulation	Negative	MRMk
15B	Roof – northeast addition – north side – black roof membrane	Negative	MRMk
15Ca	Roof – northeast addition – near center – black roof membrane	Negative	MRMk
15Cb	Roof – northeast addition – near center – under black roof membrane – insulation	Negative	MRMk
16A	Exterior – island canopy – around northeast base – tan caulk	Negative	MCLKt
16B	Exterior – island canopy – around southeast base – tan caulk	Negative	MCLKt
16C	Exterior – island canopy – around southwest base – tan caulk	Negative	MCLKt

#### **Homogeneous Material Codes**

MCTMy Gray Ceramic Tile MCTMt Tan Ceramic Tile

MSCT22G 2' x 2' Grooved Ceiling Tile MSCT24DW 2' x 4' Drywall Type Ceiling Tile

MPMe Beige Wall Panel Mastic
MV4n 4" Brown Vinyl Wallbase
MCB Concrete Block/Mortar
MBG Building Gasket
MBR Brick/Mortar
MCLKy Gray Caulk

MCLKy Gray Caulk
MCLKw White Caulk
MCLKe Beige Caulk
MCLKt Tan Caulk

#### **Homogeneous Material Codes**

MRSy Gray Asphalt Roof Shingle

MPT Tar Paper

MRMk Black Roof Membrane

#### E. Asbestos Locations and Quantities

None of the materials sampled contain greater than 1% asbestos.

One (1) of the materials sampled contains less than 1% asbestos, as verified by point count analysis, and is not an ACM:

Material	Homogeneous Code	Location	Material Type
Drywall/Joint Compound	MDW	Interior Walls & Ceiling in	Category II Non-Friable
Composite		Office/Reception Area	

NR 447.07 requires the building owner or operator to notify the Wisconsin Department of Natural Resources at least 10 business day prior to the start of demolition using form 4500-113, or through an on line notification system.

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

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

#### III. LEAD PAINT INSPECTION

#### A. Methods

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

The lead paint inspection of the former service station at 3922 75<sup>th</sup> Street, Kenosha, Wisconsin, took place on August 25, 2023. A room by room inspection was conducted of metal, block, brick, or concrete locations scheduled for demolition, noting the location, substrate, and color of these surfaces where painted.

#### **B.** Component Testing Results

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

#### The results of the analysis was classified as follows:

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

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

#### Interior: Building at 3922 75th Street, Kenosha, Wisconsin

• Painted block walls and concrete floor were observed on the interior. Although the paints do contain some lead, lead based paint was not detected.

#### Exterior: Building at 3922 75th Street, Kenosha, Wisconsin

• Painted brick and block walls, concrete window sills, metal roof gutter, and metal island canopy were observed on the exterior. Although the gutter paint does contain some lead, lead based paint was not detected.

The following are the laboratory results.

	Paint Testing Results						
Sample	Room	Component	Substrate	Color	Result (% Lead)		
1P	Reception Area	West Wall	Block	Green	0.074		
2P	Garage	North Wall	Block	White	0.052		
3P	Garage	North Center Floor	Concrete	Yellow	0.010		
4P	Exterior	Southwest Window Sill	Concrete	White	< 0.010		
5P	Exterior	West Wall	Brick	Beige	< 0.010		
6P	Exterior	North Gutter	Metal	Blue	< 0.009		
7P	Exterior	West Side Gutter	Metal	Blue	0.052		
8P	Exterior	Island Canopy Base	Metal	Yellow	< 0.009		
9P	Exterior	Island Canopy Post	Metal	White	< 0.010		

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

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

See the OSHA Lead in Construction booklet (OSHA 3142-12R 2004) for guidance and https://www.osha.gov/SLTC/lead/index.html for regulatory requirements.

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

#### IV. UNIVERSAL WASTES

Universal waste and other hazardous materials include items that contain or may contain materials such as mercury, polychlorinated biphenyls (PCB), refrigerants such as Freon and chlorofluorocarbons (CFC), chemicals, and fuels. The following universal wastes and other hazardous materials were identified in the building:

Material	Location	Approximate Quantity
Air Conditioner-CFC	Whole House – Exterior North Side	1
Air Conditioner-CFC	Window – Center Office Area, Northeast	2
	Storage Room	
Fire Extinguishers-CFC	Center Office Area, Garage	2
Fluorescent Light Bulbs-Mercury	Interior & Exterior, Canopy	130
Fluorescent Light Ballasts-PCB	Interior & Exterior	47
Motor Oil	Northeast Storage Room	2 Gallons
Power Steering Fluid	Northeast Storage Room	1 Quart
Used Motor Oil	Garage Sumps	100 - 200 Gallons
Suspected Underground Storage Fuel Tanks	Exterior	2 - 3

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

#### V. EXCLUSIONS

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

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

#### VI. LIMITATIONS

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

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

# **APPENDICES**

# A. ASBESTOS LABORATORY RESULTS



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007

P.O. Number:

Project Name: Kenosha Collected Date: 8/25/2023

Received Date: 8/28/2023 10:05:00 AM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 44 sample(s) were received on Monday, August 28, 2023 via UPS. The final report(s) is enclosed for the following sample(s): 1A, 1B, 1C, 2A, 2B, 2C, 3A, 3B, 3C, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 6C, 7A, 7B, 7C, 8A, 8B, 8C, 9A, 9B, 9C, 10A, 10B, 10C, 11A, 11B, 11C, 12A, 13A, 14A, 14B, 14C, 15A, 15B, 15C, 16A, 16B, 16C.

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

Sincerely,

Sandra Sobrino

Asbestos & Materials Laboratory Manager

Sandra Sobiino

SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

#### Sample conditions:

- 44 samples in Good condition.



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

**Project Number: 23-400-007** 

P.O. Number:

Project Name: Kenosha Collected Date: 8/25/2023

Received Date: 8/28/2023 10:05:00 AM

Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
1A / 23047389-001 , Ceramic Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
1A / 23047389-001 , Grout	Black Non-Fibrous Homogeneous		100% Other	None Detected
1A / 23047389-001 , Mortar	Grey Non-Fibrous Homogeneous		100% Other	None Detected
1B / 23047389-002 , Ceramic Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
1B / 23047389-002 , Grout	Black Non-Fibrous Homogeneous		100% Other	None Detected
1B / 23047389-002 , Mortar	Grey Non-Fibrous Homogeneous		100% Other	None Detected
1C / 23047389-003 , Ceramic Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
1C / 23047389-003 , Grout	Black Non-Fibrous Homogeneous		100% Other	None Detected
1C / 23047389-003 , Mortar	Grey Non-Fibrous Homogeneous		100% Other	None Detected
2A / 23047389-004	White Fibrous Homogeneous	55% Cellulose 15% Glass	30% Other	None Detected

Analyst: Susavor Childress Approved Signatory:

9/5/2023 Analysis Date:



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

**Project Number: 23-400-007** 

P.O. Number:

Project Name: Kenosha Collected Date: 8/25/2023

Received Date: 8/28/2023 10:05:00 AM

Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
2B / 23047389-005	White Fibrous Homogeneous	55% Cellulose 15% Glass	30% Other	None Detected
2C / 23047389-006	White Fibrous Homogeneous	55% Cellulose 15% Glass	30% Other	None Detected
3A / 23047389-007	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
3B / 23047389-008	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
3C / 23047389-009	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
4A / 23047389-010 , Drywall	White Non-Fibrous Homogeneous	4% Cellulose	96% Other	None Detected
4A / 23047389-010 , Joint Compound	Beige Non-Fibrous Homogeneous		98% Other	2% Chrysotile
4B / 23047389-011 , Drywall	White Non-Fibrous Homogeneous	4% Cellulose	96% Other	None Detected
4B / 23047389-011 , Joint Compound				Not Analyzed
4C / 23047389-012 , Drywall	White Non-Fibrous Homogeneous	4% Cellulose	96% Other	None Detected

Analysis Date:

9/5/2023

Analyst: Susawar Childress Approved Signatory:



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

**Project Number: 23-400-007** 

P.O. Number:

Project Name: Kenosha Collected Date: 8/25/2023

Received Date: 8/28/2023 10:05:00 AM

Analyst: Childress, Susan

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

	Stereoscopic	Con	nponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
4C / 23047389-012 , Joint Compound				Not Analyzed
5A / 23047389-013 , Ceramic Tile	Beige Non-Fibrous Homogeneous		100% Other	None Detected
5A / 23047389-013 , Grout	Grey Non-Fibrous Homogeneous		100% Other	None Detected
5A / 23047389-013 , Mortar	White Non-Fibrous Homogeneous		100% Other	None Detected
5B / 23047389-014 , Ceramic Tile	Beige Non-Fibrous Homogeneous		100% Other	None Detected
5B / 23047389-014 , Grout	Grey Non-Fibrous Homogeneous		100% Other	None Detected
5B / 23047389-014 , Mortar	White Non-Fibrous Homogeneous		100% Other	None Detected
5C / 23047389-015 , Ceramic Tile	Beige Non-Fibrous Homogeneous		100% Other	None Detected
5C / 23047389-015 , Grout	Grey Non-Fibrous Homogeneous		100% Other	None Detected
5C / 23047389-015 , Mortar	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Susawor Childress Approved Signatory:

9/5/2023 Analysis Date:



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

**Project Number: 23-400-007** 

P.O. Number:

Project Name: Kenosha Collected Date: 8/25/2023

Received Date: 8/28/2023 10:05:00 AM

Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
6A / 23047389-016 , Cove Base	Black Non-Fibrous Homogeneous		100% Other	None Detected
6A / 23047389-016 , Mastic	Cream Non-Fibrous Homogeneous		100% Other	None Detected
6B / 23047389-017 , Cove Base	Black Non-Fibrous Homogeneous		100% Other	None Detected
6B / 23047389-017 , Mastic	Cream Non-Fibrous Homogeneous		100% Other	None Detected
6C / 23047389-018 , Cove Base	Black Non-Fibrous Homogeneous		100% Other	None Detected
6C / 23047389-018 , Mastic	Cream Non-Fibrous Homogeneous		100% Other	None Detected
7A / 23047389-019	White Non-Fibrous Homogeneous	4% Cellulose	96% Other	None Detected
7B / 23047389-020	White Non-Fibrous Homogeneous	4% Cellulose	96% Other	None Detected
7C / 23047389-021	White Non-Fibrous Homogeneous	4% Cellulose	96% Other	None Detected
8A / 23047389-022	Grey Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Susawar Childress Approved Signatory:

9/5/2023 Analysis Date:



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

**Project Number: 23-400-007** 

P.O. Number:

Project Name: Kenosha Collected Date: 8/25/2023

Received Date: 8/28/2023 10:05:00 AM

Analyst: Childress, Susan

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

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
8B / 23047389-023	Grey Non-Fibrous Homogeneous		100% Other	None Detected
8C / 23047389-024	Grey Non-Fibrous Homogeneous		100% Other	None Detected
9A / 23047389-025	Black Non-Fibrous Homogeneous		100% Other	None Detected
9B / 23047389-026	Black Fibrous Homogeneous	85% Cellulose	15% Other	None Detected
9C / 23047389-027	Black Fibrous Homogeneous	85% Cellulose	15% Other	None Detected
10A / 23047389-028 , Brick	Red Non-Fibrous Homogeneous		100% Other	None Detected
10A / 23047389-028 , Mortar	Grey Non-Fibrous Homogeneous		100% Other	None Detected
10B / 23047389-029 , Brick	Red Non-Fibrous Homogeneous		100% Other	None Detected
10B / 23047389-029 , Mortar	Grey Non-Fibrous Homogeneous		100% Other	None Detected
10C / 23047389-030 , Brick	Red Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Susawor Childress Approved Signatory:

9/5/2023 Analysis Date:



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

**Project Number: 23-400-007** 

P.O. Number:

Project Name: Kenosha Collected Date: 8/25/2023

Received Date: 8/28/2023 10:05:00 AM

Analyst: Childress, Susan

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

	Stereoscopic	Corr	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
10C / 23047389-030 , Mortar	Grey Non-Fibrous Homogeneous		100% Other	None Detected
11A / 23047389-031	Grey Non-Fibrous Homogeneous		100% Other	None Detected
11B / 23047389-032	Grey Non-Fibrous Homogeneous		100% Other	None Detected
11C / 23047389-033	Grey Non-Fibrous Homogeneous		100% Other	None Detected
12A / 23047389-034	White Non-Fibrous Homogeneous		100% Other	None Detected
13A / 23047389-035	White Non-Fibrous Homogeneous		100% Other	None Detected
14A / 23047389-036 , Shingle	Grey Non-Fibrous Heterogeneous	3% Glass	97% Other	None Detected
14A / 23047389-036 , Felt	Black Non-Fibrous Heterogeneous	5% Glass	95% Other	None Detected
14B / 23047389-037 , Shingle	Grey Non-Fibrous Heterogeneous	3% Glass	97% Other	None Detected
14B / 23047389-037 , Felt	Black Non-Fibrous Heterogeneous	5% Glass	95% Other	None Detected

Analyst: Susawor Childress Approved Signatory:

9/5/2023 Analysis Date:



Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

**Project Number: 23-400-007** 

P.O. Number:

Project Name: Kenosha Collected Date: 8/25/2023

Received Date: 8/28/2023 10:05:00 AM

Analyst: Childress, Susan

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

	Stereoscopic	reoscopic Components		
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
14C / 23047389-038 , Shingle	Grey Non-Fibrous Heterogeneous	3% Glass	97% Other	None Detected
14C / 23047389-038 , Felt	Black Non-Fibrous Heterogeneous	5% Glass	95% Other	None Detected
15A / 23047389-039 , Membrane	Black Non-Fibrous Homogeneous		100% Other	None Detected
15A / 23047389-039 , Insulation	Brown Fibrous Homogeneous	85% Cellulose	15% Other	None Detected
15B / 23047389-040	Black Non-Fibrous Homogeneous		100% Other	None Detected
15C / 23047389-041 , Membrane	Black Non-Fibrous Homogeneous		100% Other	None Detected
15C / 23047389-041 , Insulation	Brown Fibrous Homogeneous	85% Cellulose	15% Other	None Detected
16A / 23047389-042	White Non-Fibrous Homogeneous		100% Other	None Detected
16B / 23047389-043	White Non-Fibrous Homogeneous		100% Other	None Detected
16C / 23047389-044	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Susawar Childress Approved Signatory:

9/5/2023

9/5/2023 Date: Analysis Date:

## **Disclaimer**

This report is the sole property of the client named on the SanAir Technologies Laboratory chainof-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. This report and any information contained within shall not be edited, altered, or modified in any way by any persons or agencies receiving, viewing, distributing, or otherwise possessing a copy of this final report. The laboratory reserves the right to perform amendments to any finalized report, of which shall supersede and make obsolete any previous editions. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on the SanAir client portal website, electronic or conventional mail, or by any other means. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client on the COC. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute nor shall not be used by the client to claim product, process, system, or person certification, approval, or endorsement by NVLAP, NIST, NELAC. AIHA LAP, LLC or any other U.S. governmental agencies and may not be accredited by every local, state, and federal regulatory agencies. Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. For NY state samples, method EPA 600/M4-82-020 is performed.

#### NYELAP Disclaimer:

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

#### Asbestos Accreditations

National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 200870-0
City of Philadelphia Department of Public Health Air Management Services, Certification#ALL-460
Commonwealth of Pennsylvania Department of Environmental Protection Number 68-05397
California State Environmental Laboratory Accreditation Program Certificate Number 2915
Colorado Department of Public Health and Environment Registration Number AL-23143
Connecticut Department of Public Health Environmental Laboratory Registration Number PH-0105
Massachusetts Department of Labor Standards Asbestos Analytical Services License Number:
AA000222

State of Maine Department of Environmental Protection License Number: LB-0075, LA-0084 New York State Department of Health Laboratory ID: 11983

State of Rhode Island Department of Health Certification No.: PCM00126, PLM00126, TEM00126 Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia Department of Professional and Occupational Regulation Number: 3333000323

State of Washington Department of Ecology Laboratory ID: C989

State of West Virginia Bureau for Public Health Analytical Laboratory Number: LT000616

Vermont Department of Health License Number: Asb-Co-An-000006

Louisiana Department of Environmental Quality Al Number 212253, Certificate #05088

Revision Date: 4/18/2023 Page 10 of 13



10501 Trade Ct., Suite 100 N. Chesterfield, VA 23236 804.897.1177 / 888.895.1177 Fax 804.897.0070 sanair.com

#### Asbestos Chain of Custody Form 140, Rev 7, 10/20/2022

13047389

SanAir ID Number

Company	KPH Environme	ntal Corp.					Project #: 23	400-	007		Collected	i by:			
Address:	1237 West Bruce	Street			Project N	Project Name: Kenosha				Phone #: (414) 647-1530					
	<sub>Zip:</sub> Milwaukee, W	<b>/</b> I <b>53</b> 204		] ]	Date Collected: 8/25/23				Fax #: (414) 647-1540						
State of Collection: WI Account#: 3905 P.O. Number				nber:	ber: Email: dean.jacobsen@kphenvironmental.c					.con					
	Bulk Air														
ABB	PLM EPA 600/R-	93/116		ABA	PCI	M NIO	SH 7400			ABSE	PLM E	EPA 600/	/R-93/116 (Q	ual.)	
	Positive Stop	X		ABA-2	2 OS	HA w/	TWA*				Vermiculite				
ABEPA	PLM EPA 400 Po	int Count		ABTE	M TE	M AH	ERA			ABB	PLM E	EPA 600/	R-93/116		
ABB1K	PLM EPA 1000 P	oint Count		ABAT	N TE	M NIO	SH 7402			ABEPA3	PLM E	EPA 400	Point Count		
ABBEN	PLM EPA NOB**	ABT		ABT2	TE	M Lev	el II			ABCM	Cincinnati Method				
ABBCH	TEM Chatfield**	Other									Dust				
ABBTM	TEM EPA NOB**	3**		2	New York ELAP			ABWA	TEM Wipe ASTM D-6480			$\Box$			
ABQ	PLM Qualitative	ABEP		ABEPA					ABDMV	TEM Microvac ASTM D-5755			$\Box$		
**	Available on 24-hr.	to 5-day TAT		ABENY	Y NY	NY ELAP 198.6 PLM NOB			·					_	
	Water			ABBN	Y NY	NY ELAP 198.4 TEM NOB			Matrix		Other				
ABHE	EPA 100.2					Pos	sitive Stop						d*		
Tu	ırn Around	3 HR (4	HR TE	M) 🗆		6 HR (	8HR TEM)			12 HR □ 1 Day □					
	Times		2 Day	s			3 Days			□ 4 D	4 Days 5 Days				
Special I	nstructions														-
Special															_
Sample # Sample Identif			dentifica	ation/L	ocatio	n		lume Area	Samp Date		Flow Rate*		– Stop me*		
LA		A													
18															
10															
<u> </u>								1		1	$\neg \vdash$		<del>                                     </del>	<del>                                     </del>	

Relinquished by	Date	Time	Received	by	Date	Tin	ıe
40							
48							
44							
30	_						
3A 3B 3C				+			
				7			
26 2C							2
24							
10				1			

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

Page

Of

Page 11 of 13

1700

815KZ

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start – Stop Time*
SA					
SA SB					
<i>5</i> C					
64					
6B					
6C					
?A					
7B					
7C					
8A 86					
§⊂ 9 <sub>A</sub>					
9A					
98					
90					
(DA					
(aB					
loc					
11A			130		
ilb					
lic					
124					
130					
144					
148					
140					
14c (SA					
158					
ISC					
16A					
<b>6</b> B					

Special Instructions		

iquished by	Date	Time	Received by	Date	Time
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- Jen	8/25/23	1/05	IKIY	BILENTS	10.030

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

Page 201

7304 7 Born 46, Revision 1, 1/20/2017

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start – Sto Time*
16C					
100					
		+			
		+			
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		+			
7					
		1			
		-			

Special Instructions	
Special instructions	

Relinquished by	Date	Time	Received by	Date	Time
CON TAN	8/25/23	(57)	1RM	8128423	10:0500
70					

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for effsite work. SanAir covers Ground and Next Day Air shipping.

Shipments billed to SanAir with a faster shipping rate will result in additional charges.

Page of



SanAir ID Number 23049008 FINAL REPORT 9/7/2023 10:37:17 AM

Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

**Project Number: 23-400-007** 

P.O. Number:

Project Name: Kenosha Collected Date: 8/25/2023

Received Date: 9/6/2023 9:15:00 AM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 1 sample(s) were received on Wednesday, September 06, 2023 via Fax or Email request. The final report(s) is enclosed for the following sample(s): 4A

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

Sincerely,

Sandra Sobrino

Asbestos & Materials Laboratory Manager

SanAir Technologies Laboratory

Sandra Sobiino

#### Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

#### Sample conditions:

- 1 samples in Good condition.



SanAir ID Number
23049008
FINAL REPORT
9/7/2023 10:37:17 AM

Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

**Project Number: 23-400-007** 

P.O. Number:

Project Name: Kenosha Collected Date: 8/25/2023

Received Date: 9/6/2023 9:15:00 AM

Analyst: Childress, Susan

## **Asbestos Bulk EPA PLM 400 Point Count**

	Stereoscopic	Con	nponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
4A / 23049008-001	Beige Non-Fibrous Homogeneous		100% Other	< 0.25% Chrysotile

Analyst: Susand Childress Approved Signatory:

Analysis Date: 9/7/2023 Date: 9/7/2023

#### **Disclaimer and Additional Information**

#### 400 Point Count Method EPA 600/R-93/116

EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. This report and any information contained within shall not be edited, altered, or modified in any way by any persons or agencies receiving, viewing, distributing, or otherwise possessing a copy of this final report. The laboratory reserves the right to perform amendments to any finalized report, of which shall supersede and make obsolete any previous editions. Such changes. modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on the SanAir client portal website, electronic or conventional mail, or by any other means. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure, additions, exclusions, method deviations and information provided to the laboratory by the client. When client requires samples to be tested that deviates from a specific method or condition, all reported results may be affected by the deviation. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, purchase order number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification. approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be accredited by every local, state, and federal regulatory agency. Samples are held for a period of 60 days.

#### Asbestos Accreditations

National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 200870-0
City of Philadelphia Department of Public Health Air Management Services, Certification#ALL-460
Commonwealth of Pennsylvania Department of Environmental Protection Number 68-05397
California State Environmental Laboratory Accreditation Program Certificate Number 2915
Colorado Department of Public Health and Environment Registration Number AL-23143
Connecticut Department of Public Health Environmental Laboratory Registration Number PH-0105
Massachusetts Department of Labor Standards Asbestos Analytical Services License Number: AA000222
State of Maine Department of Environmental Protection License Number: LB-0075, LA-0084
New York State Department of Health Laboratory ID: 11983

State of Rhode Island Department of Health Certification No.: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia Department of Professional and Occupational Regulation Number: 3333000323

State of Washington Department of Ecology Laboratory ID: C989

State of West Virginia Bureau for Public Health Analytical Laboratory Number: LT000616

Vermont Department of Health License Number: Asb-Co-An-000006

Louisiana Department of Environmental Quality Al Number 212253, Certificate #05088

Revision Date: 5/10/2023



10501 Trade Ct., Suite 100 N. Chesterfield, VA 23236 804.897.1177 / 888.895.1177 Fax 804.897.0070

## Asbestos Chain of Custody Form 140, Rev 7, 10/20/2022

SanAir ID Number

23049000

	nologies Laboratory	sanair.c	com								7100	
Company: KPH Environmental Corp. Project #: 23-400-007						Project #: 23-	400-0	07		Collected by:		
Address:	1237 West Bruc	e Street			Project Name	; Kenosha				Phone #: (41	4) 647-1530	
City, St., Z	<sub>zip:</sub> Milwaukee, V	NI 53204			Date Collected: 8/25/23				Fax #: (414) 647-1540			
1	ollection: WI	Account#: 3	905		P.O. Number					ł	acobsen@kphenviro	onmental.com
	Bulk				Ai	ir				Soil		
ABB	PLM EPA 600/R-	-93/116		ABA		NIOSH 7400			ABSE	PLM EPA 6	600/R-93/116 (Qua	I.)
	Positive Stop		-	ABA		w/ TWA*				Veri	miculite	
ABEPA	PLM EPA 400 Po		<b>V</b>	ABTI		HERA			ABB	PLM EPA 6	00/R-93/116	
ABBIK	PLM EPA 1000 F			ABA		NOSH 7402			ABEPA3	PLM EPA 4	00 Point Count	
ABBEN	PLM EPA NOB*			ABT		evel II			ABCM	Cincinnati N	/lethod	
ABBCH	TEM Chatfield**			Other	;		]]			Dus		
ABBTM	TEM EPA NOB*	*		·····		ork ELAP			ABWA		ASTM D-6480	
ABQ	PLM Qualitative			ABEP		AP 198.1			ABDMV	TEM Micro	vac ASTM D-5755	
**	Available on 24-hr.	to 5-day TAT		ABEN		AP 198.6 PLM	- 1					
	Water			ABBN	IY NY EL	AP 198.4 TEM	NOB		Matrix	Othe	er	
ABHE	EPA 100.2					Positive Stop						
Tu	rn Around	2 777 (4.3				7 (277						
	Times	3 HR (4 1			6 H	R (8HR TEM)			12 HR		1 Day [	
Times   2 Days					□ 3 Days □ 4			□ 4 D	ays	☐ 5 Da	ys	
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Sa	mple #	Sam	(	dentific		tion	or A		Samp	Rate	* Time	34.

will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

## **B. PAINT LABORATORY RESULTS**



SanAir ID Number
23047392
FINAL REPORT
9/5/2023 9:23:15 AM

Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

**Project Number: 23-400-007** 

P.O. Number:

Project Name: Kenosha Collected Date: 8/25/2023

Received Date: 8/28/2023 10:05:00 AM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 9 sample(s) were received on Monday, August 28, 2023 via UPS. The final report(s) is enclosed for the following sample(s): 1P, 2P, 3P, 4P, 5P, 6P, 7P, 8P, 9P

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

Sincerely,

Abisola Kasali

Metals Laboratory Director SanAir Technologies Laboratory

Can in Tool Hologico Eaborato

Final Report Includes:

Asisa Calarali

- Cover Letter

- Analysis on Test Family AA

- Disclaimers and Additional Information

Sample conditions:

- 9 samples in Good condition.



SanAir ID Number
23047392
FINAL REPORT
9/5/2023 9:23:15 AM

Name: KPH Environmental Corp. Address: 1237 West Bruce Steet

Milwaukee, WI 53204

Phone: 414-647-1530

Project Number: 23-400-007

P.O. Number:

**Project Name:** Kenosha **Collected Date:** 8/25/2023

Received Date: 8/28/2023 10:05:00 AM

Analyst: Mass, Hunter

Test Method: SW846/M3050B/7000B

## **Lead Paint Analysis**

PAINT			μg Pb	Sample Size	Calculated	Sample	Sample
Sample	De	escription	In Sample	(grams)	RL	Results	Results
23047392 - 1	1P		85	0.1142	87.6	742.3	0.074 %
						μg/g (ppm)	By Weight
23047392 - 2	2P		62	0.1204	83.1	515.6	0.052 %
						μg/g (ppm)	By Weight
23047392 - 3	3P		11	0.1087	92	103.9	0.010 %
						μg/g (ppm)	By Weight
23047392 - 4	4P		< 10	0.1035	96.6	<96.6	<0.010 %
						μg/g (ppm)	By Weight
23047392 - 5	5P		< 10	0.1041	96.1	<96.1	<0.010 %
						μg/g (ppm)	By Weight
23047392 - 6	6P		< 10	0.1113	89.8	<89.8	<0.009 %
						μg/g (ppm)	By Weight
23047392 - 7	7P		56	0.1076	92.9	520.9	0.052 %
						μg/g (ppm)	By Weight
23047392 - 8	8P		< 10	0.1136	88	<88	<0.009 %
						μg/g (ppm)	By Weight
23047392 - 9	9P		< 10	0.1017	98.3	<98.3	<0.010 %
						μg/g (ppm)	By Weight

Method Reporting Limit <10  $\mu$ g/0.1 g paint

8/30/2023

Sample 8P contained substrate.

Signature:

Date:

Reviewed:

Date:

8/30/2023

## **Disclaimer**

SanAir Technologies Laboratory, Inc. participates in the Environmental Lead Accreditation Program (ELAP) administered by AIHA LAP, LLC (Laboratory ID LAP-162952). Refer to our accreditation certificate and scope on our website or <a href="www.aihaaccreditedlabs.org">www.aihaaccreditedlabs.org</a> for an up to date list of the Fields of Testing for which we are accredited. SanAir also participates in the State of New York's DOH-ELAP (Lab Id 11983), and has met the EPA's NLLAP program standards. This report does not constitute nor shall be used by the client to claim product, process, system, or person certification, approval, or endorsement by AIHA LAP, LLC, NELAC, NIST, and/or any other U.S. governmental agencies; and test results in this report may not be accredited by every local, state or federal regulatory agency.

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AIHA LAP, LLC Lab ID: LAP-162952

Commonwealth of VA Department of General Services DCLS, VELAP Laboratory ID#460251

New York State Department of Health Laboratory ID No: 11983

California State Environmental Laboratory Accreditation Program Certificate No: 2915

State of Connecticut Department of Public Health Environmental Laboratory Registration Number: PH-0105

New Jersey Department of Environment Protection Environmental Laboratory Certification ID# VA014

Ohio Department of Health Environmental Lead Laboratory Approval Number E10049

State of Rhode Island Department of Health Environmental Lead Laboratory No LAO00371



10501 Trade Ct. N. Chesterfield, VA 23236-3993 804.897.1177 / 888.895.1177 Fax 804.897.0070 sanair.com

## Metals & Lead **Chain of Custody**

Form 70, Revision 11, 09/21/21

SanAir ID Number

Company: KPH Environmental Corp.	Project #: 23-400-007	Phone #: (414) 647-1530
Address: 1237 West Bruce Street	Project Name: Kenosha	Phone #:
City, St., Zip: Milwaukee, WI 53204	Date Collected: \$ 25(23	Fax #: (414) 647-1540
Samples Collected By:		Email: dean.jacobsen@kphenvironmental.com
Account #: 3905	U.S. State Collected in: WI	Email:

Samples Collected By:				P.O. Number:				Email: dean.jacobsen@kphenvironmental.com		
Account #: 3905				U.S. State Collected in: WI				Email:		
Ma	atrix Type:	5	Meta	ls Analysis	Types		-			
☐ Air (ug/m³)	)		Total Concentration of Lead S				☐ ICP-total concentration of metals (please			
☐ Wipe (ug/fl	t²)		Total Concentration of RCRA 8 Metals □				list metals):			
Paint □Soil □Bulk (ug/g or ppm)			TCLP for Lead □							
☐ Other:		TCLP for RCRA 8 Metals □								
Turn Around		Same Da	Same Day □		l Day □	2 days □		]	3 Days □	
Tin	ne	☐ 4 Days		∑ Sta	ındard (5 day)		☐ Other Test:			
										-
Sample #	Collec Date &	Time	Sample	Identificatio	n/Location	Flow	Rate	Start Time	Stop Time	Volume (L) Area (Sq ft)
IP	8 251	23								
2P 3P	(-				The Table of				a Tan Nam	7 9 9
39										
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Special Instr	uctions									
Kelinguished by		<sub>C</sub> Date		Time Recei				te	Time	
Jack		25(23	(*	1700 IRM		) 8	8/28/25		10:05am	

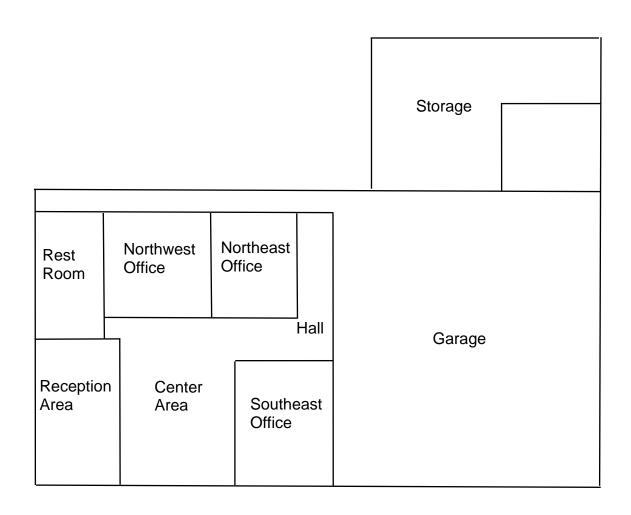
If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT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

## C. FLOOR PLANS

## Former Service Station 3922 75th Street Kenosha, Wisconsin



1st Floor Plan



Canopy

## D. KPH CERTIFICATION

# Company Certificate

This certifies that

## KPH ENVIRONMENTAL CORPORATION

1237 W BRUCE ST MILWAUKEE WI 53204-1218

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

Asbestos Company -- Primary

Certificate Issue Date: 08/01/2022

Expiration Date: 09/10/2024, 12:01 a.m.

Certification #: CAP-1432180

Wisconsin Department of Health Services

Division of Public Health

Bureau of Environmental and Occupational Health

Asbestos & Lead Section

PO Box 2659

Madison WI 53701-2659

Phone: (608) 261-6876





miniam Hasan

Miriam Hasan, Unit Supervisor



ASBESTOS INSPECTOR

Issued By

STATE OF WISCONSIN

Dept. of Health Services

Dean T Jacobsen

W131 S6781 Kipling Dr Muskego WI 53150-3401

		160 lbs	5' 08"
AII-14370	Exp: 05/29/2024	12/12/1963	

Training due by: 05/29/2024