

**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. 06-24

ISSUED: Friday, May 3, 2024

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. Thursday, June 27, 2024 at 2:30 p.m.

PROPOSAL OPENING. Thursday, June 27, 2024 at 2:30 p.m.

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 Thursday, June 13, 2024, at 10 a.m. to give Proposers an opportunity to inspect the structure(s) and to ask staff questions. Each Proposer will be required to provide their own lighting and ladders for their inspections.

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 Richard Kath, Supervisor, City Inspections, 625 52nd Street, Room 100, Kenosha, Wisconsin 53140, (262) 653-4274, rkath@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.

Address: 7023 37th Avenue
Tax Parcel No.: 01-122-01-353-006
Description: One story old style with attic and basement built in 1920 with approximately 986 square feet.

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. 06-24

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: _____

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

Respectfully submitted,

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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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.

1. Remove and dispose of all Category I, II, RACM materials and all listed materials in pre demolition report.
2. Any windows or doors removed during abatement must be boarded.
3. Raze and remove all structures and debris from parcel.
4. Remove private driveway and walkway.
5. Remove any sidewalks and curbing marked by the City.
6. Remove concrete driveway approach and replace with concrete curb and gutter.
7. Remove all wood fencing.
8. Remove and stump all trees and bushes, including tree in the parkway.
9. Remove and cap sanitary sewer and water. Bidder should be prepared to camera the sanitary sewer lateral to determine exact location.
10. Backfill, grade and seed site including driveway approach in accordance with the general specifications and Erosion Control Plan.
11. Obtain necessary Federal, State and Local permits.
12. Site to be kept safe and road cleaned at the end of each work day.

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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 Inspections at the time of permitting.

EQUIPMENT AND MATERIAL STORAGE. The use of any other parcel of land for the storing of equipment and materials is prohibited unless specifically permitted by the Director of City Inspections 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 Inspections for an inspection of the excavation before backfilling begins on-site.

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

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

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

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

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

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

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

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

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

TOP SOIL, SEEDING AND STABILIZATION. Upon completion of the demolition, the Contractor shall fill the top four (4") to six (6") of the lot with four (4") to six (6") inches of topsoil which shall be seeded with DOT seed mixture 40 or other approved seed mixture and stabilized with EROSION MAT URBAN CLASS I TYPE A or equivalent and biodegradable stakes. Seeding and stabilization shall commence immediately upon reaching final grade of any portion of the site. Topsoil shall be clear of rocks, twigs, foreign materials and clods over 2" that cannot be broken down in order to provide a uniformly textured soil with the ability to support a dense vegetative cover. The soil shall have a pH range of 5.5 to 8.0.

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. 06-24

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

STATE OF WISCONSIN)
) :SS.
COUNTY OF _____)

_____, being first duly sworn, on oath, deposes and says that the Proposer shown on the attached Proposal is organized as indicated below, and that all statements herein are made on behalf of the Proposer, and this deponent is authorized to make them.

[Fill Out Applicable Paragraph]

CORPORATION. The Proposer is a corporation incorporated and existing in good standing under the laws of the State of _____, and its President is _____ and its Secretary is _____.

The President is authorized to sign contracts and proposals for the Corporation by action of its Board of Directors taken on _____, a certified copy of which is attached hereto. [Strike out this last sentence, if applicable].

LIMITED LIABILITY COMPANY. The Proposer is a limited liability company organized and existing in good standing 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].

PARTNERSHIP. The Proposer is a partnership consisting of _____,
_____,
General Partners, doing business under the name of _____.

SOLE PROPRIETOR. The Proposer is an individual and, if operating under a trade name, such trade name is as follows: _____.

NAME AND ADDRESS. The name and business address of the Proposer is as follows:

Phone: _____

E-Mail: _____

STATUTORY SWORN STATEMENT.

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

Signed: _____

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: _____

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**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

TOTAL CONTRACT AWARD NOT TO EXCEED \$ _____

CONTRACT AMOUNT \$ _____ 15% CONTINGENCY: \$ _____

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

WITNESSETH:

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

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

1. Definitions.

- a. City shall mean the City of Kenosha, Wisconsin.
- b. Contract shall mean this executed Contract and shall include the following

documents:

- Request for Proposal with Instructions to Proposers
 - Detailed Description of Work to be Performed
 - Environmental Inspection Reports
 - General Specifications and Conditions
 - Proposal
 - Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal
 - Performance and Payment Bond
 - Permit to Raze
 - List of Subcontractors and Major Material Suppliers
 - Certificates of Insurance
 - State Notifications and Approvals
 - Determinations of City Representative in Charge of Project
 - Affidavit Respecting Construction Lien Waivers/Releases
 - Change Orders
 - Contract notices and such other documents as are referenced herein.
- c. 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.
- d. 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.
- e. Director shall mean the City's Director of City Inspections, or his or her designee.
- f. 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.
- g. 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 Reports, and the General Specifications and Conditions contained in the Request for Proposal.

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

The Contractor, for the sum of _____, (\$_____) with a 15% contingency of _____, (\$_____) for additional work not foreseen by either

party, will perform and complete, or will cause to be performed and completed, all the Work defined in this Contract, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Contract for:

Address: 7023 37th Avenue
Tax Parcel No.: 01-122-01-353-006
Description: One story old style with attic and basement built in 1920 with approximately 986 square feet.

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

3. Commencement And Diligent Prosecution Of Work.

The Contractor will prosecute the Work diligently until fully complete in accordance with this Contract. The Contractor shall obtain required permits and commence with the Work no later than fifteen (15) calendar days of notification of execution of the Contract with directions to proceed from the City. The Work is to be completed within 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. 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 Inspections 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 Inspections.

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

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

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

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

36. Indemnification And Hold Harmless.

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

37. Insurance.

The Contractor and subcontractors shall procure and maintain during the Contract term the minimum insurance coverages listed below, issued by a company licensed to do business in the State of Wisconsin, having a minimum AM Best Financial Strength Rating of "A" or better. The minimum insurance coverages listed below shall be verified by a Certificate of Insurance issued to the City of Kenosha as Certificate Holder and shall provide that should any of the described policies be canceled for any reason or any material changes are made, the issuing insurer will mail thirty (30) days written notice to the City before any cancellation or material change takes effect. The City shall be named as an additional insured with respect to the coverages required by Sections 37(a), 37(b), 37(c) and 37(e) listed below and the City shall be provided with the endorsements certifying that the City is an additional insured with respect to said policies. The coverages required

by Sections 37(a), 37(b), 37(c) and 37(e) listed below shall be primary and any insurance, self-insurance or other coverage maintained by the City shall not contribute to it. The Contractor shall provide the City with a primary insurance endorsement certifying that the insurance coverages listed below are provided on a primary and noncontributory basis. The Contractor shall also provide the City with a waiver of subrogation endorsement.

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

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

38. Cooperation.

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

39. Severability.

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

40. Nondiscrimination.

In the performance of the Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex,

handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.

41. No Third Party Beneficiaries.

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

42. Full Agreement – Modification.

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

43. Notices.

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

If to Contractor:

Attention: _____

If to City:

Director of City Inspections
Municipal Building, Room 100
625-52nd Street
Kenosha, Wisconsin 53140

With a copy to:

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

And

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

44. Execution Authority.

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

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

CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

By: _____
DAVID F. BOGDALA, Mayor

Date: _____

By: _____
MICHELLE L. NELSON, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 20____, David F. Bogdala, 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 corporation, by its authority.

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

CONTRACTOR

By: _____
_____ , _____

Date: _____

STATE OF WISCONSIN)
 : SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____,
_____, to me known to be such _____ of said
_____, and acknowledged to me that he/she executed the foregoing
instrument as such _____ as the contract of said _____, by its
authority.

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

General Location Map

7023 37AV.

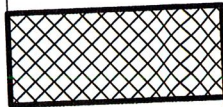


70TH ST

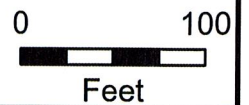
37TH AVE

71ST ST

36TH AVE



 Property with orders to raze





PRE-DEMOLITION INSPECTION REPORT

Job Site:

**One Family Dwelling and Garage
7023 37th Avenue
Kenosha, Wisconsin**

For:

**City of Kenosha
Department of Inspections
Municipal Building, Room 100
325 52nd Street
Kenosha, Wisconsin 53140**

KPH Project # 24-400-001.7023

**Dean Jacobsen
Asbestos Inspector No. AII – 14370**

Prepared by:

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

April 2024

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

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7023 37th Avenue
Kenosha, Wisconsin

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EXECUTIVE SUMMARY

KPH Environmental Corp (KPH), was retained by the City of Kenosha Department of Community Development and Inspections to conduct an inspection of the one family dwelling and garage at 7023 37th Avenue, 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 for laboratory analysis.

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

- Basement duct wrap
- Exterior caulk around aluminum windows and doors plus on aluminum wall seams
- Exterior caulk at the gas meter pipe and electrical conduit
- Windows with glazing compound

Vermiculite insulation was observed in the attic floor. The vermiculite insulation is assumed to be an asbestos containing material because DHS 159 of the Wisconsin Administrative Code defines vermiculite as an ACM.

Asphalt roof flashing at the chimney and spark arrestors in a basement electrical box were not safely accessible and was assumed to contain asbestos.

Under state and federal laws the friable duct wrap and the vermiculite insulation are regulated asbestos containing material (RACM) and will require abatement prior to demolition. The category II non friable caulks, window glazing compound, and spark arrestors, and category I non-friable roof flashing, will also will also need to be abated prior to building demoltion if they 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.

During the paint inspection no painted recyclable surfaces were identified, and no samples were collected for lead analysis. Discussion is 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 one family dwelling and garage at 7023 37th Avenue, 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

Richard Kath, 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 7023 37th Avenue, Kenosha, Wisconsin, was conducted on April 5, 2024, 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:

- Caulk
- Paper insulation
- Stucco
- Brick/mortar
- Window glazing compound

- Asphalt shingle roofing
- Tar paper
- Drywall
- Floor tile
- Plaster
- Window glazing compound
- Blown in insulation
- Drywall/joint compound
- Ceramic tile
- Linoleum
- Flue packing
- Duct wrap
- Miscellaneous mastics

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

C. The Laboratory

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

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

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

D. Samples and Results

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

Sample #	Location and Description	Results	Homogeneous Code
1A	Exterior – around east door – cream caulk	Positive 4% Chrysotile	MCLKcr
1B	Not Analyzed Due to Prior Positive Sample	N/A	MCLKcr
1C	Not Analyzed Due to Prior Positive Sample	N/A	MCLKcr
2A	Exterior – east wall under aluminum siding – silver paper insulation	Negative	MPIs
2B	Exterior – south wall under aluminum siding – silver paper insulation	Negative	MPIs
2C	Exterior – north wall under aluminum siding – silver paper insulation	Negative	MPIs
3A	Exterior – east wall under wood siding – tan paper insulation	Negative	MPIt
3B	Exterior – south wall under wood siding – tan paper insulation	Negative	MPIt
3C	Exterior – north wall under wood siding – tan paper insulation	Negative	MPIt
4A	Exterior – on east wall at electrical conduit – gray caulk	Positive 4% Chrysotile	MCLKy
4B	Not Analyzed Due to Prior Positive Sample	N/A	MCLKy
4C	Not Analyzed Due to Prior Positive Sample	N/A	MCLKy
5A	Exterior – basement level – south wall on brick – stucco	Negative	STC
5B	Exterior – basement level – north wall on brick – stucco	Negative	STC
5C	Exterior – basement level – east wall on brick – stucco	Negative	STC
6Aa	Exterior – basement south wall – brick	Negative	MBR
6Ab	Exterior – basement south wall – mortar	Negative	MBR
6Ba	Exterior – basement north wall – brick	Negative	MBR
6Bb	Exterior – basement north wall – mortar	Negative	MBR
6C	Attic – on chimney – brick/mortar	Negative	MBR
7Aa	Roof – southwest top layer – brown asphalt shingle	Negative	MRSn
7Ab	Roof – southwest top layer – under brown asphalt shingle – felt	Negative	MRSn
7Ba	Roof – northwest top layer – brown asphalt shingle	Negative	MRSn
7Bb	Roof – northwest top layer – under brown asphalt shingle – felt	Negative	MRSn
7Ca	Roof – garage top layer – brown asphalt shingle	Negative	MRSn
7Cb	Roof – garage top layer – under brown asphalt shingle – felt	Negative	MRSn
8A	Roof – southwest bottom layer – tar paper	Negative	MPT
8B	Roof – northwest bottom layer – tar paper	Negative	MPT
8C	Roof – southeast bottom layer – tar paper	Negative	MPT
9A	Roof – garage northwest 2 nd layer – blue asphalt shingle	Negative	MRSb
9B	Roof – garage northeast 2 nd layer – blue asphalt shingle	Negative	MRSb
9C	Roof – garage southeast 2 nd layer – blue asphalt shingle	Negative	MRSb
10A	Roof – garage northwest bottom layer – old tar paper	Negative	MPT2
10B	Roof – garage northeast bottom layer – old tar paper	Negative	MPT2
10C	Roof – garage southeast bottom layer – old tar paper	Negative	MPT2

Sample #	Location and Description	Results	Homogeneous Code
11Aa	Garage – east wall under wood siding – brown paper	Negative	MDWn
11Ab	Garage – east wall under wood siding – brown drywall	Negative	MDWn
11Ba	Garage – north wall under wood siding – brown paper	Negative	MDWn
11Bb	Garage – north wall under wood siding – brown drywall	Negative	MDWn
11Ca	Garage – west wall under wood siding – brown paper	Negative	MDWn
11Cb	Garage – west wall under wood siding – brown drywall	Negative	MDWn
12Aa	1 st floor – back entry – on top landing – 12” white floor tile	Negative	MF12w
12Ab	1 st floor – back entry – on top landing – under 12” white floor tile – yellow mastic	Negative	MF12w
13A	1 st floor – back entry – east wall – plaster	Negative	SPI
13B	1 st floor – living room – north wall – plaster	Negative	SPI
13C	1 st floor – bathroom – west wall – plaster	Negative	SPI
14A	1 st floor – living room – on west window – glazing compound	Positive 2% Chrysotile	MPG
14A	Point Count Result	Positive 1.2% Chrysotile	MPG
14B	Not Analyzed Due to Prior Positive Sample	N/A	MPG
14C	Not Analyzed Due to Prior Positive Sample	N/A	MPG
15A	1 st floor – east bedroom – in north wall – blown in insulation	Negative	MBI
17Aa	1 st floor – bathroom – northwest wall patch – drywall	Negative	MDWw
17Ab	1 st floor – bathroom – northwest wall patch – joint compound	Negative	MDWw
18Aa	1 st floor – bathroom – on wall at tub – white and green ceramic tile	Negative	MCTMwg
18Ab	1 st floor – bathroom – on wall at tub – tile grout	Negative	MCTMwg
18Ac	1 st floor – bathroom – on wall at tub – under white and green ceramic tile – mortar	Negative	MCTMwg
19A	Attic - near stair – red linoleum	Negative	MFLr
19B	Attic - near stair – red linoleum	Negative	MFLr
19C	Attic - near stair – red linoleum	Negative	MFLr
20A	Attic – east side – multicolored linoleum	Negative	MFLm
20B	Attic – east side – multicolored linoleum	Negative	MFLm
20C	Attic – east side – multicolored linoleum	Negative	MFLm
21A	Attic – on east side of chimney – plaster patching	Negative	SPIP
21B	Attic – on south side of chimney – plaster patching	Negative	SPIP
21C	Attic – on west side of chimney – plaster patching	Negative	SPIP
22A	Basement – on west side of chimney – flue packing	Negative	TFP
22B	Basement – on west side of chimney – flue packing	Negative	TFP
22C	Basement – on south side of chimney – flue packing	Negative	TFP
23A	Basement – on west side of furnace near floor – hard gray packing	Negative	TFP2
23B	Basement – on west side of furnace near floor – hard gray packing	Negative	TFP2
23C	Basement – on west side of furnace near floor – hard gray packing	Negative	TFP2
24A	Basement – on east round duct – duct wrap	Positive 50% Chrysotile	TDW
24B	Not Analyzed Due to Prior Positive Sample	N/A	TDW
24C	Not Analyzed Due to Prior Positive Sample	N/A	TDW

Sample #	Location and Description	Results	Homogeneous Code
25A	Basement – west side on floor near bags – white fibrous material	Negative	MFMw

Homogeneous Material Codes

- SPI Plaster
- SPIP Plaster Patching
- STC Stucco
- MCLKcr Cream Caulk
- MCLKy Gray Caulk
- MPIt Tan Paper Insulation
- MBR Brick/Mortar
- MRSn Brown Asphalt Roof Shingle
- MRSb Blue Asphalt Roof Shingle
- MPT Tar Paper House
- MPT2 Tar Paper Garage
- MDWn Brown Drywall
- MDWw White Drywall/Joint Compound
- MF12w 12” White Floor Tile
- MPG Window Glazing Compound
- MBI Blown in Insulation
- MCTMwg White & Green Ceramic Tile
- MFLr Red Linoleum
- MFLm Multicolored Linoleum
- MFMw White Fibrous Material
- TFP Flue Packing
- TFP2 Hard Furnace Packing
- TDW Duct Wrap

E. Asbestos Locations and Quantities

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

Material	Homogeneous Code	Location	Approximate Quantity	Type
Duct Wrap	TDW	Basement on Octopus Furnace, on 4 Supply Ducts, on Return Seams	195 SF	Friable
Cream Caulk	MCLKw	House Exterior Around Aluminum Windows & Doors and on South Wall Seams	13 Windows & 2 Doors 22 LF on Wall Seams	Category II Non-Friable
Gray Caulk	MCLKy	House Exterior at Gas Meter Pipe & Electrical Conduit	1 SF	Category II Non-Friable
Window Glazing Compound	MPG	Windows on All Floors	15 Windows	Category II Non-Friable

Assumed Friable Asbestos Containing Material:

Material	Location	Approximate Quantity	Material Type
Vermiculite Insulation	Attic Under Wood Floor	650 SF, Approx. 3 In. Deep	Friable

Assumed Category I & II Non-Friable Asbestos Containing Material:

Material	Location	Approximate Quantity	Material Type
Roof Flashing	House Chimney	3 SF	Category I Non-Friable
Spark Arrestors	Basement Electrical Box	1 Box	Category II Non-Friable

The duct wrap and vermiculite insulation are friable asbestos containing material and meet the definition of regulated asbestos containing material (RACM) as defined in NR 447 of the Wisconsin Administrative Code.

The caulks, window glazing compound, and spark arrestors are category II non friable ACM while the roof flashing is a category I non-friable ACM. They were in non-friable condition at the time of the inspection and do not require removal prior to demolition unless they will be sanded, ground, cut, abraded, or crumbled in the course of demolition operations. If that does occur they 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 one family dwelling at 7023 37th Avenue, Kenosha, Wisconsin, took place on April 5, 2024. 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 7023 37th Avenue, Kenosha, Wisconsin

- Painted metal, block, brick, and concrete were not observed on the interior.

Exterior: Dwelling at 7023 37th Avenue, Kenosha, Wisconsin

- Painted metal, block, brick, and concrete were not observed on the exterior.

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

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
Fluorescent Light Bulbs-Mercury	Back Entry, Kitchen, West Porch, Bathroom, Basement	9

Material	Location	Approximate Quantity
Refrigerator-CFC	Kitchen, Basement	2
Paint Thinner	Basement	2 Gallons
Paint	Basement	4 Gallons
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

Furniture, boxes, clothing, and debris in all rooms 2 to 5 feet deep. Floors in kitchen, bathroom, west porch, and east bedroom not accessible. Partial access to floor in living room and basement. West bedroom entry blocked – no access. No access to garage interior – doors blocked.

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

A limited lead inspection was conducted. The results are representative only of the specific locations that were inspected on the building. This report represents the condition of the 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



SanAir ID Number

24019794

FINAL REPORT

4/12/2024 4:37:00 PM

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

Project Number: 24-400-001.7023
P.O. Number:
Project Name: City Of Kenosha
Collected Date: 4/5/2024
Received Date: 4/8/2024 10:40:00 AM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 62 sample(s) were received on Monday, April 08, 2024 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, 13B, 13C, 14A, 14B, 14C, 15A, 17A, 18A, 19A, 19B, 19C, 20A, 20B, 20C, 21A, 21B, 21C, 22A, 22B, 22C, 23A, 23B, 23C, 24A, 24B, 24C, 25A.

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,

Maureen Y. Haley
Asbestos Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 62 samples in Good condition.



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Project Number: 24-400-001.7023
P.O. Number:
Project Name: City Of Kenosha
Collected Date: 4/5/2024
Received Date: 4/8/2024 10:40:00 AM

Analyst: Poeppelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
1A / 24019794-001	White Non-Fibrous Homogeneous		96% Other		4% Chrysotile
1B / 24019794-002					Not Analyzed
1C / 24019794-003					Not Analyzed
2A / 24019794-004	Various Non-Fibrous Heterogeneous	50% Cellulose	50% Other		None Detected
2B / 24019794-005	Various Non-Fibrous Heterogeneous	50% Cellulose	50% Other		None Detected
2C / 24019794-006	Various Non-Fibrous Heterogeneous	50% Cellulose	50% Other		None Detected
3A / 24019794-007	Brown Fibrous Homogeneous	90% Cellulose	10% Other		None Detected
3B / 24019794-008	Brown Fibrous Homogeneous	90% Cellulose	10% Other		None Detected
3C / 24019794-009	Brown Fibrous Homogeneous	90% Cellulose	10% Other		None Detected
4A / 24019794-010	Grey Non-Fibrous Homogeneous		90% Other		10% Chrysotile

Analyst: 
 Analysis Date: 4/12/2024

Approved Signatory: 
 Date: 4/12/2024



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Received Date: 4/8/2024 10:40:00 AM

Analyst: Poepelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Components		Asbestos Fibers
	Appearance	% Fibrous / % Non-fibrous	
4B / 24019794-011			Not Analyzed
4C / 24019794-012			Not Analyzed
5A / 24019794-013	Grey Non-Fibrous Homogeneous	100% Other	None Detected
5B / 24019794-014	Grey Non-Fibrous Homogeneous	100% Other	None Detected
5C / 24019794-015	Grey Non-Fibrous Homogeneous	100% Other	None Detected
6A / 24019794-016 , Tile	Red Non-Fibrous Homogeneous	100% Other	None Detected
6A / 24019794-016 , Mortar	Grey Non-Fibrous Homogeneous	100% Other	None Detected
6B / 24019794-017 , Tile	Red Non-Fibrous Homogeneous	100% Other	None Detected
6B / 24019794-017 , Mortar	Grey Non-Fibrous Homogeneous	100% Other	None Detected
6C / 24019794-018	Grey Non-Fibrous Homogeneous	100% Other	None Detected

Analyst: 

Approved Signatory: 

Analysis Date: 4/12/2024

Date: 4/12/2024



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Analyst: Poeppelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
7A / 24019794-019 , Shingle	Black Non-Fibrous Heterogeneous	15% Glass	85% Other	None Detected
7A / 24019794-019 , Felt	Black Non-Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
7B / 24019794-020 , Shingle	Black Non-Fibrous Heterogeneous	15% Glass	85% Other	None Detected
7B / 24019794-020 , Felt	Black Non-Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
7C / 24019794-021 , Shingle	Black Non-Fibrous Heterogeneous	15% Glass	85% Other	None Detected
7C / 24019794-021 , Felt	Black Non-Fibrous Homogeneous	50% Cellulose	50% Other	None Detected
8A / 24019794-022	Black Non-Fibrous Homogeneous		100% Other	None Detected
8B / 24019794-023	Black Non-Fibrous Homogeneous		100% Other	None Detected
8C / 24019794-024	Black Non-Fibrous Homogeneous		100% Other	None Detected
9A / 24019794-025	Black Non-Fibrous Heterogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 4/12/2024

Date: 4/12/2024



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Analyst: Poeppelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
9B / 24019794-026	Black Non-Fibrous Heterogeneous		100% Other		None Detected
9C / 24019794-027	Black Non-Fibrous Heterogeneous		100% Other		None Detected
10A / 24019794-028	Black Non-Fibrous Homogeneous	50% Cellulose	50% Other		None Detected
10B / 24019794-029	Black Non-Fibrous Homogeneous	50% Cellulose	50% Other		None Detected
10C / 24019794-030	Black Non-Fibrous Homogeneous	50% Cellulose	50% Other		None Detected
11A / 24019794-031 , Paper	Brown Fibrous Homogeneous	90% Cellulose	10% Other		None Detected
11A / 24019794-031 , Cementitious Material	Brown Non-Fibrous Homogeneous		100% Other		None Detected
11B / 24019794-032 , Paper	Brown Fibrous Homogeneous	90% Cellulose	10% Other		None Detected
11B / 24019794-032 , Cementitious Material	Brown Non-Fibrous Homogeneous		100% Other		None Detected
11C / 24019794-033 , Paper	Brown Fibrous Homogeneous	90% Cellulose	10% Other		None Detected

Analyst:

Approved Signatory:

Analysis Date:

4/12/2024

Date:

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Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
11C / 24019794-033 , Cementitious Material	Brown Non-Fibrous Homogeneous		100% Other		None Detected
12A / 24019794-034 , Tile	White Non-Fibrous Homogeneous		100% Other		None Detected
12A / 24019794-034 , Mastic	Clear Non-Fibrous Heterogeneous		100% Other		None Detected
13A / 24019794-035	Grey Non-Fibrous Homogeneous		100% Other		None Detected
13B / 24019794-036	Grey Non-Fibrous Homogeneous		100% Other		None Detected
13C / 24019794-037	Grey Non-Fibrous Homogeneous		100% Other		None Detected
14A / 24019794-038	Grey Non-Fibrous Homogeneous		98% Other		2% Chrysotile
14B / 24019794-039					Not Analyzed
14C / 24019794-040					Not Analyzed
15A / 24019794-041	Brown Fibrous Homogeneous	90% Cellulose	10% Other		None Detected

Analyst:

Approved Signatory:

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Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic		Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous		
17A / 24019794-042 , Drywall	Grey Non-Fibrous Heterogeneous	10% Cellulose	90% Other		None Detected
17A / 24019794-042 , Joint Compound	Beige Non-Fibrous Homogeneous		100% Other		None Detected
18A / 24019794-043 , Ceramic Tile	White Non-Fibrous Homogeneous		100% Other		None Detected
18A / 24019794-043 , Grout	White Non-Fibrous Homogeneous		100% Other		None Detected
18A / 24019794-043 , Thin Set	White Non-Fibrous Homogeneous		100% Other		None Detected
19A / 24019794-044	Various Non-Fibrous Heterogeneous	25% Cellulose 5% Synthetic	70% Other		None Detected
19B / 24019794-045	Various Non-Fibrous Heterogeneous	25% Cellulose 5% Synthetic	70% Other		None Detected
19C / 24019794-046	Various Non-Fibrous Heterogeneous	25% Cellulose 5% Synthetic	70% Other		None Detected
20A / 24019794-047	Various Non-Fibrous Heterogeneous	20% Cellulose 5% Synthetic	75% Other		None Detected
20B / 24019794-048	Various Non-Fibrous Heterogeneous	20% Cellulose 5% Synthetic	75% Other		None Detected

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Approved Signatory: 
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Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
20C / 24019794-049	Various Non-Fibrous Heterogeneous	20% Cellulose 5% Synthetic	75% Other	None Detected
21A / 24019794-050	Grey Non-Fibrous Homogeneous		100% Other	None Detected
21B / 24019794-051	Grey Non-Fibrous Homogeneous		100% Other	None Detected
21C / 24019794-052	Grey Non-Fibrous Homogeneous		100% Other	None Detected
22A / 24019794-053	Various Non-Fibrous Heterogeneous	20% Cellulose 5% Synthetic	75% Other	None Detected
22B / 24019794-054	Various Non-Fibrous Heterogeneous	20% Cellulose 5% Synthetic	75% Other	None Detected
22C / 24019794-055	Various Non-Fibrous Heterogeneous	20% Cellulose 5% Synthetic	75% Other	None Detected
23A / 24019794-056	Grey Non-Fibrous Homogeneous		100% Other	None Detected
23B / 24019794-057	Grey Non-Fibrous Homogeneous		100% Other	None Detected
23C / 24019794-058	Grey Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

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4/12/2024



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Received Date: 4/8/2024 10:40:00 AM

Analyst: Poeppelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
24A / 24019794-059	Grey Fibrous Homogeneous	10% Cellulose	40% Other	50% Chrysotile
24B / 24019794-060				Not Analyzed
24C / 24019794-061				Not Analyzed
25A / 24019794-062	White Fibrous Homogeneous	50% Cellulose	50% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date:

4/12/2024

Date:

4/12/2024

Disclaimer

The final report cannot be reproduced, except in full, without written authorization from SanAir. 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 client named on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission to assure that parts of the report are not taken out of context and to maintain client confidentiality. The information provided in this report applies only to the samples submitted in the condition they were received at the laboratory and is relevant only for the date, time, and location of sampling. Samples were received in good condition unless otherwise noted on the report. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client, which includes the project name, project number, po number, sample collection dates, special instructions, samples collected by, sample numbers, sample identifications/ location, sample type, selected analysis type, and total area or volume that may affect the validity of the results. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. SanAir assumes no responsibility or liability for the manner in which 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, AIHA LAP, LLC or any other agency of the U.S. government. Samples are held for a period of 60 days.

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, Licenses, or Certificates

NVLAP Lab Code 600227-0

State of Rhode Island Department of Health, Certification Number: PLMO0144, TEM00144

State of West Virginia Bureau for Public Health, Analytical Laboratory Number: LT000637



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

SanAir ID Number

24019794

Company: KPH Environmental Corp.	Project #: 24-400-001.7023	Collected by:
Address: 1237 West Bruce Street	Project Name: City of Kenosha	Phone #: (414) 647-1530
City, St., Zip: Milwaukee, WI 53204	Date Collected: 4/5/24	Fax #: (414) 647-1540
State of Collection: WI Account#: 3905	P.O. Number:	Email: dean.jacobsen@kphenvironmental.com

Bulk			Air			Soil		
ABB	PLM EPA 600/R-93/116	<input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400	<input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
	Positive Stop	<input checked="" type="checkbox"/>	ABA-2	OSHA w/ TWA*	<input type="checkbox"/>	Vermiculite		
ABEPA	PLM EPA 400 Point Count	<input type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>	ABB	PLM EPA 600/R-93/116	<input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>	ABEPA3	PLM EPA 400 Point Count	<input type="checkbox"/>
ABBEN	PLM EPA NOB**	<input type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>	ABCM	Cincinnati Method	<input type="checkbox"/>
ABBCH	TEM Chatfield**	<input type="checkbox"/>	Other:		<input type="checkbox"/>	Dust		
ABBTM	TEM EPA NOB**	<input type="checkbox"/>	New York ELAP			ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
ABQ	PLM Qualitative	<input type="checkbox"/>	ABEPA2	NY ELAP 198.1	<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
			ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>	Matrix Other		
			ABBNY	NY ELAP 198.4 TEM NOB	<input type="checkbox"/>			<input type="checkbox"/>
			Water					<input type="checkbox"/>
ABHE	EPA 100.2	<input type="checkbox"/>	Positive Stop					<input type="checkbox"/>

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

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

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
1A					
1B					
1C					
2A					
2B					
2C					
3A					
3B					
3C					
4A					
4B					
4C					

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	4/5/24	6:00	<i>[Signature]</i>	4-8-24	10:40 AM
<i>[Signature]</i>	4-9-24	3:45pm	<i>[Signature]</i>	APR 10 2024	10:20am

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.

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
5A					
5B					
5C					
6A					
6B					
6C					
7A					
7B					
7C					
8A					
8B					
8C					
9A					
9B					
9C					
10A					
10B					
10C					
11A					
11B					
11C					
12A					
13A					
13B					
13C					
14A					
14B					
14C					
15A					
17A					
18A					

Special Instructions

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	4/15/24	(600)	<i>[Signature]</i>	4-8-24	10:40 AM
<i>[Signature]</i>	4-9-24	3:45pm (12)	<i>[Signature]</i>	APR 10 2024	10:20am

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 2 of 3

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
19A					
19B					
19C					
20A					
20B					
20C					
21A					
21B					
21C					
22A					
22B					
22C					
23A					
23B					
23C					
24A					
24B					
24C					
25A					

Special Instructions	
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Relinquished by	Date	Time	Received by	Date	Time
(Signature)	4-9-24	1600	(Signature)	4-8-24	10:40AM
(Signature)	4-9-24	3:45pm (pk)	RMB	APR 10 2024	10:20am

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 3 of 3



SanAir ID Number

24021241

FINAL REPORT

4/17/2024 1:12:27 PM

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

Project Number: 24-400.001.7023
P.O. Number: [REDACTED]
Project Name: City of Kenosha
Collected Date: 4/5/2024
Received Date: 4/16/2024 8:30:00 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 Tuesday, April 16, 2024 via Fax or Email request. The final report(s) is enclosed for the following sample(s): 14A.

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

Sincerely,

A handwritten signature in black ink that reads "Maureen Y. Haley".

Maureen Y. Haley
Asbestos Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 1 samples in Good condition.



SanAir ID Number

24021241

FINAL REPORT

4/17/2024 1:12:27 PM

Name: KPH Environmental Corp.

Project Number: 24-400.001.7023

Address: 1237 West Bruce Steet

P.O. Number:

Milwaukee, WI 53204

Project Name: City of Kenosha

Phone: 414-647-1530

Collected Date: 4/5/2024

Received Date: 4/16/2024 8:30:00 AM

Analyst: Poeppelman, Dustin

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

SanAir ID / Description	Appearance	% Fibrous	% Non Fibrous	Asbestos Types	% Total Asbestos
24021241-001 / 14A	Grey Non-Fibrous Homogeneous		98.8 %	Chrysotile	1.2 %

EPA 400 Point Count with Gravimetric Reduction.

Analyst:

Approved Signatory:

Analysis Date:

4/17/2024

Date:

4/17/2024

Disclaimer

The final report cannot be reproduced, except in full, without written authorization from SanAir. This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody. Results in the report are confidential information intended only for the use by the customer listed on the chain-of-custody and neither results nor the report will be discussed with or released to any third party without our client's written permission. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client, which includes the project name, project number, po number, sample collection dates, special instructions, samples collected by, sample numbers, sample identifications/location, 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. SanAir assumes no responsibility for the sampling procedure or information provided by the client on the COC. Evaluation reports are based solely on the sample in the condition it was received and information provided by the client on the COC. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and exact location of sampling. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability in the manner in which results are used or interpreted. Samples are held for a period of 60 days.

This report does not constitute and shall not be used by the client to claim product, process, system, or person approval, certification, or endorsement by NVLAP, NELAC, AIHA LAP, LLC, NIST and/or any other agency of the U.S. government; *and may not be certified by every local, state and federal regulatory agencies.*

See www.sanair.com for copies of our accreditation certificates and scopes. Not all accreditations may cover the scope of testing performed in this final report.

Asbestos Accreditations, Licenses, or Certificates

NVLAP Lab Code 600227-0

State of Rhode Island Department of Health, Certification Number: PLM00144, TEM00144

State of West Virginia Bureau for Public Health, Analytical Laboratory Number: LT000637



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

SanAir ID Number
 24021241

Company: KPH Environmental Corp.	Project #: 24-400-001.7023	Collected by:
Address: 1237 West Bruce Street	Project Name: City of Kenosha	Phone #: (414) 647-1530
City, St., Zip: Milwaukee, WI 53204	Date Collected: 4/5/24	Fax #: (414) 647-1540
State of Collection: WI Account#: 3905	P.O. Number:	Email: dean.jacobsen@kphenvironmental.com

Bulk		Air		Soil	
ABB	PLM EPA 600/R-93/116 <input type="checkbox"/>	ABA	PCM NIOSH 7400 <input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.) <input type="checkbox"/>
	Positive Stop <input type="checkbox"/>	ABA-2	OSHA w/ TWA* <input type="checkbox"/>	Vermiculite	
ABEPA	PLM EPA 400 Point Count <input checked="" type="checkbox"/>	ABTEM	TEM AHERA <input type="checkbox"/>	ABB	PLM EPA 600/R-93/116 <input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count <input type="checkbox"/>	ABATN	TEM NIOSH 7402 <input type="checkbox"/>	ABEPA3	PLM EPA 400 Point Count <input type="checkbox"/>
ABBEN	PLM EPA NOB** <input checked="" type="checkbox"/>	ABT2	TEM Level II <input type="checkbox"/>	ABCM	Cincinnati Method <input type="checkbox"/>
ABBCH	TEM Chatfield** <input type="checkbox"/>	Other:	<input type="checkbox"/>	Dust	
ABBTM	TEM EPA NOB** <input type="checkbox"/>	New York ELAP		ABWA	TEM Wipe ASTM D-6480 <input type="checkbox"/>
ABQ	PLM Qualitative <input type="checkbox"/>	ABEPA2	NY ELAP 198.1 <input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755 <input type="checkbox"/>
** Available on 24-hr. to 5-day TAT					
Water					
ABHE	EPA 100.2 <input type="checkbox"/>		Positive Stop <input type="checkbox"/>	Matrix	Other <input type="checkbox"/>

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

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
14A					

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	4/15/24	1445	<i>[Signature]</i>	APR 16 2024	8:30am

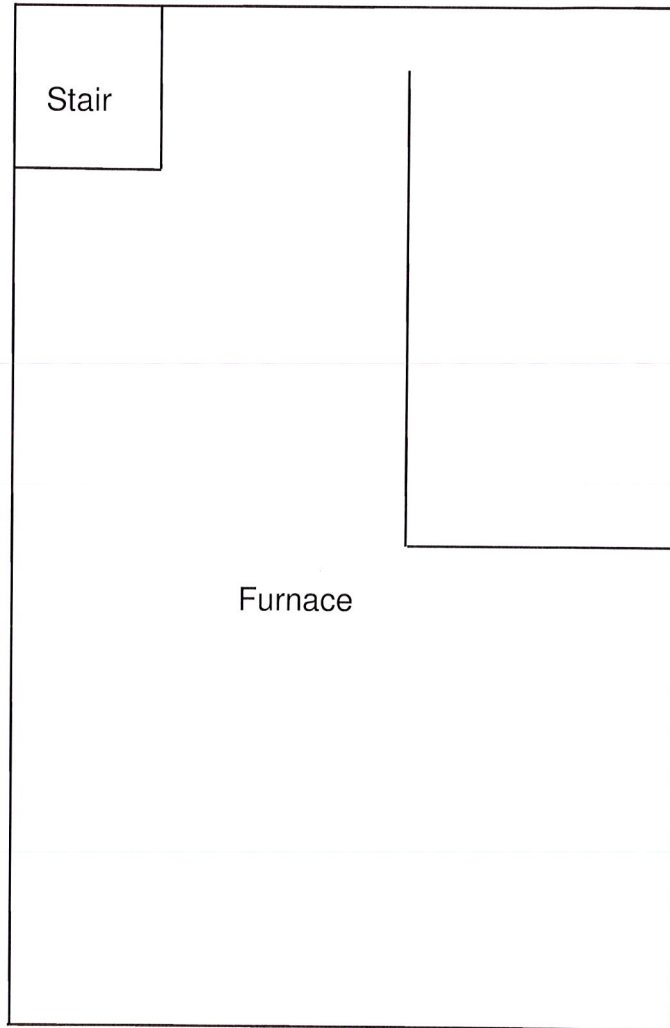
If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT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

B. FLOOR PLANS

**One Family Dwelling
7023 37th Avenue
Kenosha, Wisconsin**



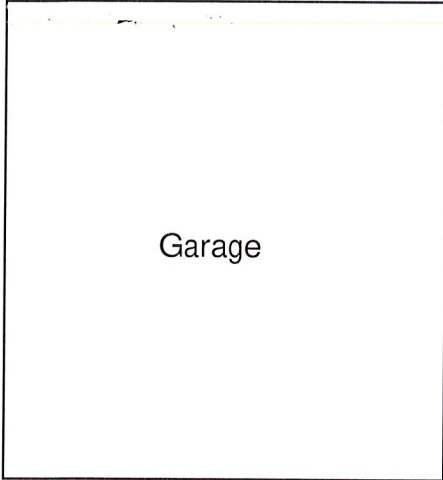
Basement Floor Plan



**One Family Dwelling
7023 37th Avenue
Kenosha, Wisconsin**



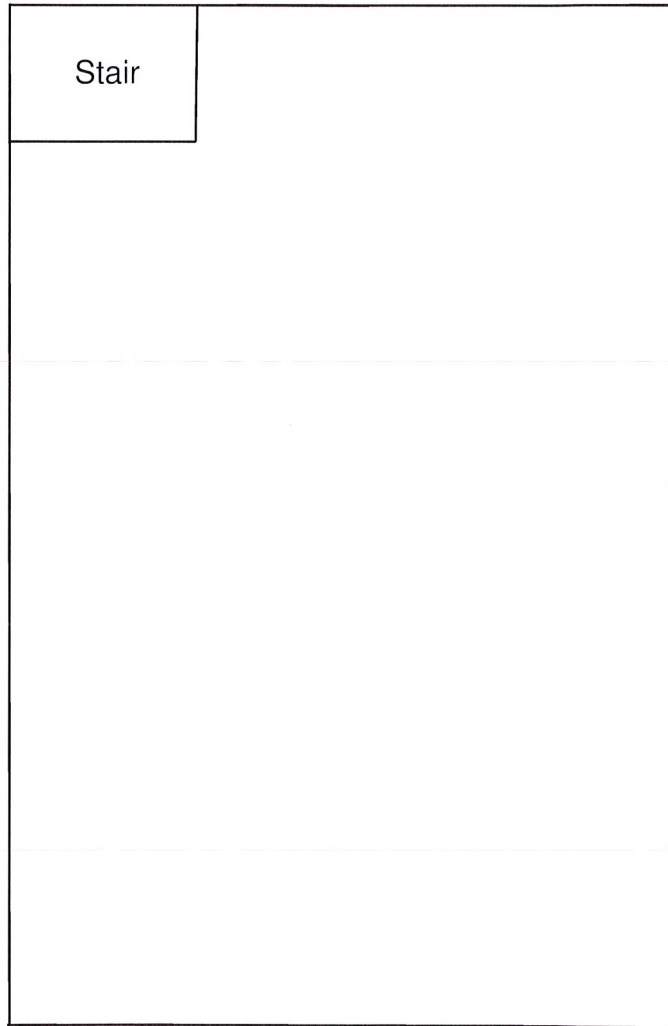
1st Floor Plan



**One Family Dwelling
7023 37th Avenue
Kenosha, Wisconsin**



Attic Floor Plan



C. KPH CERTIFICATION

Company Certificate

This certifies that

KPH ENVIRONMENTAL CORPORATION

1237 W BRUCE ST
MILWAUKEE WI 53204-1218

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

Asbestos Company -- Primary

Certificate Issue Date: 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



Miriam 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