

**CITY OF KENOSHA, WISCONSIN
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS
KENOSHA, WISCONSIN**

**REQUEST FOR PROPOSALS TO
REMOVE ASBESTOS AND OTHER PARTICULATES FROM SINGLE-FAMILY
RESIDENTIAL BUILDING STRUCTURE LOCATED AT 4921-37th AVENUE
WITH INSTRUCTIONS TO PROPOSERS**

Proposal Notice No. 01-17

ISSUED : January 10, 2017

The City of Kenosha, Wisconsin, will receive Proposals for the removal of asbestos and other particulates from a multi-family building scheduled to be demolished by others in the future and as described as follows, subject to the following procedures and requirements.

DEADLINE FOR RECEIPT. Thursday February 2, 2017 at 2:30 P.M.

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

1.0 **PRE-PROPOSAL MEETING.** There will be a **mandatory** Pre-Proposal meeting. Each Proposer has an obligation to examine the site upon which the Work will be performed to assess site condition and confirm Environmental Inspection data. Proposers shall note:

- There is no electric in buildings, so each Proposer will have to supply their own illumination during the inspection.
- Each proposer must provide their own ladders if they want to access the roof.
- The City will open up the building on **Friday January 20, 2017 at 10:00 A.M.** at subject location to give Proposers an opportunity to inspect the building and ask City staff questions prior to submission of a proposal for work.
- No copies of the Proposal Package will be disseminated at this Pre-Proposal meeting.

2.0 **FORM OF PROPOSAL.** Proposals must be submitted sealed, on City forms, legible and fully complete in all respects, showing the date and time of Proposal opening on the outside of the sealed envelope. The City of Kenosha reserves the right to reject any proposal that is, in its determination, incomplete.

3.0 **FOR MORE INFORMATION.** Call Zohrab Khaligian, Community Development Specialist, Community Development and Inspections, 625 - 52nd Street, Room 308, Kenosha, Wisconsin 53140, (262) 653-4030 and zkhaligian@kenosha.org or Mark Willing, Purchasing Manager, 625- 52nd Street, Room 208, Kenosha, WI., (262) 653-4180 and finance@kenosha.org

4.0 **BUILDING LOCATION AND DESCRIPTION.**

- 4.1 **Address:** 4921- 37th Avenue, Kenosha, Wisconsin 53144
Tax Parcel No: 09-222-36-231-008
Description: A two (2) story, four unit multi-residential wood framed structure consisting of approximately 3,250 square feet together with a full basement and attic.

5.0 **NATURE OF WORK.** Removal, proper disposal of all asbestos and other particulates from subject locations and reporting shall be in accordance with Federal and State laws, rules and regulations. Environmental Inspection Reports are included hereto, which indicate asbestos and other particulate quantities in need of removal.

6.0 **CONTRACT REQUIRED.** The Contractor selected to perform the Work will be required to execute a Contract and related documents on City forms as a condition of performing the Work. The Contract will include among its provisions:

6.1 Liquidated damages of \$100.00 per day may be assessed where (1) work is not completed in a timely fashion and an extension has not been granted and (2) when there is a failure to comply with City established safety measures.

6.2 Contractors shall procure and maintain, during the term of the Contract, insurance policies, as hereinafter specified. Said policies must be issued by an insurance company or companies authorized and licensed to do business in the State of Wisconsin. The insurance policy or policies shall name the City as an additional insured and contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the City will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. Contractor, prior to executing Contract, shall furnish: (a) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including the naming of the City as an "additional insureds", and (b) proof of payment of premium to the City. The failure of the Contractor to take out and/or maintain the required insurance shall not relieve Contractor from any liability under this Contract.

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

6.2.1 Commercial General Liability: General Aggregate – Two Million (\$2,000,000.00) Dollars; each occurrence – One Million (\$1,000,000.00) Dollars.

6.2.2 Automobile Liability: Combined Single Limit - One Million (\$1,000,000.00) Dollars.

6.2.3 Excess Umbrella Liability: Minimum limit of Two Million (\$2,000,000.00) Dollars. Said umbrella policy shall provide the same protection and coverage as the Commercial General Liability Policy and shall not have any exclusions or limits not identified in the Commercial Liability Policy.

6.2.4 Pollution Legal Liability: Minimum limit of Two Million (\$2,000,000.00) Dollars (where asbestos removal, environmental process, abatement, remediation or dumping/disposal in a Federal or State regulated facility is required).

6.2.5 Worker's Compensation - Statutory limits.

- .1 Employer's Liability
 - \$100,000.00; Each Accident
 - \$100,000.00; Disease, Each Employee
 - \$500,000.00; Disease, Policy Limit

6.3 Release/waiver of liens.

6.4 Obtaining Street Obstruction Permits (where applicable), and notice to or Permit from the Wisconsin Department of Natural Resources, as applicable.

6.5 Removal of all asbestos and other particulates identified in NESHAP survey.

6.6 A hold back provision whereby the City shall withhold twenty (20%) percent of the Contract amount as final payment until the building has been inspected and the Work approved by the Wisconsin Department of Natural Resources.

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

7.0 **INSPECTION AND REVIEW OF SITE AND CITY DATA.** Each Proposer has an obligation to examine the site upon which the Work will be performed to assess the site conditions and to review City-submitted data. Refer to Section 1.0

8.0 **LISTING DUMPING DISPOSAL SITES.** Proposer shall list in its Proposal its dumping/disposal sites. Wherever Federal or State Law requires certain regulated materials to be deposited in Federal or State licensed/permitted sites, then such sites shall be used and their license/permit number noted.

- 9.0 **ENVIRONMENTAL MATTERS.** Where Work requires environmental process, abatement, remediation or dumping or disposal in a Federal or State regulated facility, Proposer may propose alternate methods of doing Work with the cost of each alternative separately noted.
- 10.0 **SPECIFICATIONS AND SPECIAL CONDITIONS.** Specifications and special conditions for Work are included hereto and in the Contract.
- 11.0 **AWARD OF CONTRACT.** City will enter into a Contract with the Proposer deemed most qualified. In making this determination, City will consider with respect to each Proposer: general qualifications, special expertise, time in which Work can be performed, financial ability to perform Work, environmental experience and responsibility (where applicable), work record and history, and experience in projects of a similar magnitude.
- 11.1 City reserves the right to reject unqualified or nonconforming Proposals, to reject all Proposals and request new Proposals, to accept the Proposal most advantageous to the City, or to select the most qualified Proposal and negotiate a Contract.
- 12.0 **COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.** Contractor will prosecute Work diligently until fully complete in accordance with Contract.
- 13.0 **EXECUTION OF DOCUMENTS.** Documents which are required to be executed by Proposer shall be executed as follows:
- 13.1. Corporations. By the President and one (1) other officer, preferably the Secretary.
- 13.2 Limited Liability Companies. By a Member, if member managed or the Manager if not member managed.
- 13.3 Partnerships. By each general partner, unless partnership agreement provides otherwise.
- 13.4. Individuals. By each named individual.
- 13.5 Any exception thereto must be approved by the City Attorney who may require such documents as may be necessary to consider an exception.
- 14.0 **DOCUMENTS TO BE SUBMITTED.** Proposers shall submit the following documents on City forms, in the course of making a Proposal.
- 14.1 Proposal To Remove Asbestos and Other Particulates for each location.

- 14.2 Dumping/disposal site with DNR Permit Number, if any.
- 14.3 Affidavit of Organization and Authority and Careful Inspection of Site and Proposal or Bid.



December 14, 2016

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

Re: NESHAP Asbestos Survey at
Multi-Family Residence
4921 37th Avenue
Kenosha, Wisconsin
PSI Project No. 0054976

Dear Mr. Willing:

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

Facility Description

The facility included in this National Emissions Standard for Hazardous Air Pollutants (NESHAPs) Asbestos Survey was a two-story, four-family residential structure. The wood-framed structure included a full basement and attic. At the time of PSI's survey, the building was vacant.

Survey Intent

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

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

Findings

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

Table 1-Asbestos Containing Materials

Material Description	Locations in Facility	Total Quantity	RACM, Cat. I or Cat. II	Friable (Y/N)	Condition
Roof Flashing	Roof	2 SF	Cat. I	N	Good
Exterior Window Caulk - Gray	Exterior	29 SF (29 Windows)	Cat. I	N	Good
Exterior Door Caulk - Beige (Sides and Uppers)	Exterior	4 SF (4 Doors)	Cat. I	N	Good
Window Pane Glazing - Gray	Rooms 01 and 120	8 SF (8 Windows)	Cat. I	N	Good
Gold Linoleum	Room 103 (Bottom Layer)	120 SF	RACM	Y	Good
Orange/Brown Linoleum	Room 114 (Bottom Layer)	120 SF	RACM	Y	Good
Beige/Blue/Olive Linoleum	Rooms 204 and 215 (Bottom Layer)	240 SF	RACM	Y	Good
Gold/Brown Linoleum	Room 204 (3 rd Layer)	120 SF	RACM	Y	Good
Light Fixture Insulation	Room 201	1 SF	RACM	Y	Good
Brown Linoleum	Rooms 215 (4 th Layer) and 218 (3 rd Layer)	185 SF	RACM	Y	Good
Exterior Pipe Caulk - Gray (NE Corner)	Exterior	1 SF	Cat. I	N	Good
Exterior Window Caulk - Beige	Exterior	29 SF (29 Windows)	Cat. I	N	Good
Electrical Boxes (Assumed Transit Components)	Room 01	14 Boxes	RACM	N	Good

SF=Square Feet
EA=Each

The drywall/joint compound samples were found to contain asbestos, but the composite samples were shown through point count analysis to contain one percent or less (<1%) asbestos and the composite material is therefore not an ACM as defined under NESHAP. The joint compound separately was shown to contain greater than 1% asbestos and handling of this material must be conducted in accordance with OSHA requirements.

NESHAP Asbestos Survey
Multi-Family Residence-4921 37th Ave. - Kenosha, WI
PSI Project No. 0054976

Warranty

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

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

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

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

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

No other warranties are implied or expressed.

Unidentifiable Conditions

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

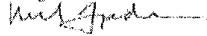
Thank you for choosing PSI as your consultant for this project. If you have any questions, or if we can be of additional service, please call us at 262.521.2125.

NESHAP Asbestos Survey
Multi-Family Residence-4921 37th Ave. - Kenosha, WI
PSI Project No. 0054976

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.



Mike Larsen
WI Asbestos Inspector #AI-13850



Michael Tjaden
Principal Consultant

Appendices

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

NESHAP Asbestos Survey
Multi-Family Residence-4921 37th Ave. - Kenosha, WI
PSI Project No. 0054976



December 7, 2016

PSI
821 Corporate Ct.
Waukesha, WI 53189

CLIENT PROJECT: City of Kenosha; 4921 37th Ave; 0054976
CEI LAB CODE: A16-10198

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on December 6, 2016. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

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

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

Kind Regards,

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

Tianbao Bai, Ph.D., CIH
Laboratory Director



730 SE Maynard Road • Cary, NC 27511 • 919.481.1413



ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

PSI

CLIENT PROJECT: City of Kenosha; 4921 37th Ave; 0054976

CEI LAB CODE: A16-10198

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

REPORT DATE: 12/07/16

TOTAL SAMPLES ANALYZED: 156

#SAMPLES >1% ASBESTOS: 36

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



Asbestos Report Summary
By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Kenosha; 4921 37th Ave; 0054976 CEI LAB CODE: A16-10198

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		A2277177	Red	Mrs1	None Detected
2		A2277178	Red	Mrs1	None Detected
3		A2277179	Red	Mrs1	None Detected
4		A2277180	Black	Mrs2	None Detected
5		A2277181	Black	Mrs2	None Detected
6		A2277182	Black	Mrs2	None Detected
7		A2277183	Green	Mrs3	None Detected
8		A2277184	Green	Mrs3	None Detected
9		A2277185	Green	Mrs3	None Detected
10		A2277186	Green	Mrtp	None Detected
11		A2277187	Green	Mrtp	None Detected
12		A2277188	Green	Mrtp	None Detected
13		A2277189	Silver,Black	Mrf	Chrysotile 5%
14		A2277190	Silver,Black	Mrf	Chrysotile 5%
15		A2277191	Silver,Black	Mrf	Chrysotile 5%
16		A2277192	White,Gray	MB	None Detected
17		A2277193	White,Gray	MB	None Detected
18		A2277194	White,Gray	MB	None Detected
19		A2277195	White	Mbm	None Detected
20		A2277196	White	Mbm	None Detected
21		A2277197	White	Mbm	None Detected
22		A2277198	Brown	Mdce	None Detected
23		A2277199	Brown	Mdce	None Detected
24		A2277200	Brown	Mdce	None Detected
25		A2277201	White	Mwce	None Detected
26		A2277202	White	Mwce	None Detected
27		A2277203	White	Mwce	None Detected
28		A2277204	Gray	Mwce2	Chrysotile 10%
29		A2277205	Gray	Mwce2	Chrysotile 10%
30		A2277206	Gray	Mwce2	Chrysotile 10%
31		A2277207	Beige	Mdce2	Chrysotile 5%



Asbestos Report Summary
By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Kenosha; 4921 37th Ave; 0054976 CEI LAB CODE: A16-10198

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
32		A2277208	Beige	Mdce2	Chrysotile 5%
33		A2277209	Beige	Mdce2	Chrysotile 5%
34		A2277210	White	Mdce3	None Detected
35		A2277211	White	Mdce3	None Detected
36		A2277212	White	Mdce3	None Detected
37		A2277213	White	Msce	None Detected
38		A2277214	White	Msce	None Detected
39		A2277215	White	Msce	None Detected
40		A2277216	Brown,Black	Mfbl	None Detected
41		A2277217	Brown,Black	Mfbl	None Detected
42		A2277218	Brown,Black	Mfbl	None Detected
43		A2277219	White	Mdwc	None Detected
44		A2277220	White,Beige	Mdwc	Chrysotile <1%
45		A2277221	White,Beige	Mdwc	Chrysotile <1%
46		A2277222	Gray	Mfp	None Detected
47		A2277223	Gray	Mfp	None Detected
48		A2277224	Gray	Mfp	None Detected
49		A2277225	White	Mpg	None Detected
50		A2277226	Gray	Mpg	Chrysotile 2%
51	Layer 1	A2277227	Gray	Mpg	Chrysotile 2%
	Layer 2	A2277227	White	Mpg	None Detected
52		A2277228	Gray	Mcb	None Detected
53		A2277229	Gray	Mcb	None Detected
54		A2277230	Gray	Mcb	None Detected
55		A2277231	Gray	Mcbm	None Detected
56		A2277232	Gray	Mcbm	None Detected
57		A2277233	Gray	Mcbm	None Detected
58		A2277234	Olive	Mflv	None Detected
59		A2277235	Olive	Mflv	None Detected
60		A2277236	Olive	Mflv	None Detected
61		A2277237A	White,Tan	Mf12wt	None Detected



Asbestos Report Summary
By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Kenosha; 4921 37th Ave; 0054976 CEI LAB CODE: A16-10198

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
		A2277237B	Clear	Mf12wt	None Detected
62		A2277238A	White,Tan	Mf12wt	None Detected
		A2277238B	Clear	Mf12wt	None Detected
63		A2277239A	White,Tan	Mf12wt	None Detected
		A2277239B	Clear	Mf12wt	None Detected
64		A2277240	Black	Mfvp	None Detected
65		A2277241	Black	Mfvp	None Detected
66		A2277242	Black	Mfvp	None Detected
67		A2277243	Green	Mflg	None Detected
68		A2277244	Green	Mflg	None Detected
69		A2277245	Green	Mflg	None Detected
70		A2277246	Yellow	Mfll	None Detected
71		A2277247	Yellow	Mfll	None Detected
72		A2277248	Yellow	Mfll	None Detected
73		A2277249A	Gold	Mfld	None Detected
		A2277249B	Belge	Mfld	Chrysotile 25%
74		A2277250	Gold	Mfld	None Detected
75		A2277251	Gold	Mfld	None Detected
76		A2277252	White	Mslw	None Detected
77		A2277253	White	Mslw	None Detected
78		A2277254	White	Mslw	None Detected
79		A2277255	Tan	Mvft	None Detected
80		A2277256	Tan	Mvft	None Detected
81		A2277257	Tan	Mvft	None Detected
82		A2277258	White	Mwc	None Detected
83		A2277259	White	Mwc	None Detected
84		A2277260	White	Mwc	None Detected
85		A2277261	Brown	Mvft	None Detected
86		A2277262	Brown	Mvft	None Detected
87		A2277263	Brown	Mvft	None Detected
88		A2277264	Gray	Mctfm	None Detected



Asbestos Report Summary
By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Kenosha; 4921 37th Ave; 0054976 CEI LAB CODE: A16-10198

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
89		A2277265	Gray	Mctfm	None Detected
90		A2277266	Gray	Mctfm	None Detected
91		A2277267	Gray	Mctfg	None Detected
92		A2277268	Gray	Mctfg	None Detected
93		A2277269	Gray	Mctfg	None Detected
94		A2277270	Black	Mvc	None Detected
95		A2277271	Black	Mvc	None Detected
96		A2277272	Black	Mvc	None Detected
97		A2277273	Brown	Mctwm	None Detected
98		A2277274	Brown	Mctwm	None Detected
99		A2277275	Brown	Mctwm	None Detected
100		A2277276	White	Mctwg	None Detected
101		A2277277	White	Mctwg	None Detected
102		A2277278	White	Mctwg	None Detected
103		A2277279	Beige,Green	Mvfeg	None Detected
104		A2277280	Beige,Green	Mvfeg	None Detected
105		A2277281	Beige,Green	Mvfeg	None Detected
106		A2277282	Cream	Mflc	None Detected
107		A2277283	Cream	Mflc	None Detected
108		A2277284	Cream	Mflc	None Detected
109		A2277285	Blue	Mflb	None Detected
110		A2277286	Blue	Mflb	None Detected
111		A2277287	Blue	Mflb	None Detected
112		A2277288A	Orange,Brown	Mflon	Chrysotile 25%
	Layer 1	A2277288B	Gray	Mflon	Chrysotile 2%
	Layer 2	A2277288B	Gray	Mflon	None Detected
113		A2277289A	Orange,Brown	Mflon	Chrysotile 25%
	Layer 1	A2277289B	Gray	Mflon	Chrysotile 2%
	Layer 2	A2277289B	Gray	Mflon	None Detected
114		A2277290A	Orange,Brown	Mflon	Chrysotile 25%
	Layer 1	A2277290B	Gray	Mflon	Chrysotile 2%



Asbestos Report Summary
By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Kenosha; 4921 37th Ave; 0054976 CEI LAB CODE: A16-10198

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
	Layer 2	A2277290B	Gray	Mflon	None Detected
115		A2277291	Gray	Mvfyn	None Detected
116		A2277292	Gray	Mvfyn	None Detected
117		A2277293	Gray	Mvfyn	None Detected
118	Layer 1	A2277294	Beige,Blue	Mflebv	Chrysotile 2%
	Layer 2	A2277294	Gray	Mflon	None Detected
119	Layer 1	A2277295	Beige,Blue	Mflebv	Chrysotile 2%
	Layer 2	A2277295	Gray	Mflon	None Detected
120	Layer 1	A2277296	Beige,Blue	Mflebv	Chrysotile 2%
	Layer 2	A2277296	Gray	Mflon	None Detected
121		A2277297	Gold,Brown	Mfldn	Chrysotile 25%
122		A2277298	Gold,Brown	Mfldn	Chrysotile 25%
123		A2277299	Gold,Brown	Mfldn	Chrysotile 25%
124		A2277300	Gray,Silver	Mli	Chrysotile 55%
125		A2277301	Gray,Silver	Mli	Chrysotile 55%
126		A2277302	Gray,Silver	Mli	Chrysotile 55%
127		A2277303	Tan	Mts	None Detected
128		A2277304	Tan	Mts	None Detected
129		A2277305	Tan	Mts	None Detected
130		A2277306A	White	Mf12w	None Detected
		A2277306B	Clear	Mf12w	None Detected
131		A2277307A	White	Mf12w	None Detected
		A2277307B	Clear	Mf12w	None Detected
132		A2277308A	White	Mf12w	None Detected
		A2277308B	Clear	Mf12w	None Detected
133		A2277309	Brown	Mfln	Chrysotile 25%
134		A2277310	Brown	Mfln	Chrysotile 25%
135		A2277311	Brown	Mfln	Chrysotile 25%
136		A2277312A	Yellow	Mfl2	None Detected
		A2277312B	Beige	Mfl2	None Detected
137		A2277313A	Yellow	Mfl2	None Detected



Asbestos Report Summary
By: POLARIZING LIGHT MICROSCOPY

PROJECT: City of Kenosha; 4921 37th Ave; 0054976 CEI LAB CODE: A16-10198

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
		A2277313B	Beige	Mfl2	None Detected
138		A2277314A	Yellow	Mfl2	None Detected
		A2277314B	Beige	Mfl2	None Detected
139		A2277315	Beige	Mvfe	None Detected
140		A2277316	Beige	Mvfe	None Detected
141		A2277317	Beige	Mvfe	None Detected
142		A2277318	White	Mbl	None Detected
143		A2277319	White	Mbl	None Detected
144		A2277320	White	Mbl	None Detected
145		A2277321	Yellow	Mbl	None Detected
146		A2277322	Yellow	Mbl	None Detected
147		A2277323	Yellow	Mbl	None Detected
148		A2277324	Gray	Mpce	Chrysotile 10%
149		A2277325	Gray	Mpce	Chrysotile 10%
150		A2277326	Gray	Mpce	Chrysotile 10%
151		A2277327	Beige	Mwce3	Chrysotile 7%
152		A2277328	Beige	Mwce3	Chrysotile 7%
153		A2277329	Beige	Mwce3	Chrysotile 7%
154		A2277330	Black	Mpm	None Detected
155		A2277331	Black	Mpm	None Detected
156		A2277332	Black	Mpm	None Detected



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

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Date Analyzed: 12-07-16
Date Reported: 12-07-16

Project: City of Kenosha; 4921 37th Ave; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous	Tar	
1 A2277177	Mrs1	Heterogeneous Red Fibrous Bound	30%	Cellulose	45% 25%	Tar Gravel	None Detected
Lab Notes: Samples A2277177-A2277254 analyzed by S. Card							
2 A2277178	Mrs1	Heterogeneous Red Fibrous Bound	30%	Cellulose	45% 25%	Tar Gravel	None Detected
3 A2277179	Mrs1	Heterogeneous Red Fibrous Bound	30%	Cellulose	45% 25%	Tar Gravel	None Detected
4 A2277180	Mrs2	Heterogeneous Black Fibrous Bound	30%	Cellulose	45% 25%	Tar Gravel	None Detected
5 A2277181	Mrs2	Heterogeneous Black Fibrous Bound	30%	Cellulose	45% 25%	Tar Gravel	None Detected
6 A2277182	Mrs2	Heterogeneous Black Fibrous Bound	30%	Cellulose	45% 25%	Tar Gravel	None Detected
7 A2277183	Mrs3	Heterogeneous Green Fibrous Bound	30%	Cellulose	45% 25%	Tar Gravel	None Detected



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Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous	Tar	
8 A2277184	Mrs3	Heterogeneous Green Fibrous Bound	30%	Cellulose	45%	Tar Gravel	None Detected
9 A2277185	Mrs3	Heterogeneous Green Fibrous Bound	30%	Cellulose	45%	Tar Gravel	None Detected
10 A2277186	Mrtp	Heterogeneous Green Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
11 A2277187	Mrtp	Heterogeneous Green Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
12 A2277188	Mrtp	Heterogeneous Green Fibrous Bound	70%	Cellulose	30%	Tar	None Detected
13 A2277189	Mrf	Heterogeneous Silver,Black Fibrous Bound			85%	Tar Binder	5% Chrysotile
14 A2277190	Mrf	Heterogeneous Silver,Black Fibrous Bound			85%	Tar Binder	5% Chrysotile



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Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
15 A2277191	Mrf	Heterogeneous Silver,Black Fibrous Bound	85% 10%	Tar Binder	5% Chrysotile
16 A2277192	MB	Heterogeneous White,Gray Non-fibrous Bound	70% 30%	Silicates Binder	None Detected
17 A2277193	MB	Heterogeneous White,Gray Non-fibrous Bound	70% 30%	Silicates Binder	None Detected
18 A2277194	MB	Heterogeneous White,Gray Non-fibrous Bound	70% 30%	Silicates Binder	None Detected
19 A2277195	Mbm	Heterogeneous White Non-fibrous Bound	65% 35%	Silicates Binder	None Detected
20 A2277196	Mbm	Heterogeneous White Non-fibrous Bound	65% 35%	Silicates Binder	None Detected
21 A2277197	Mbm	Heterogeneous White Non-fibrous Bound	65% 35%	Silicates Binder	None Detected



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Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
22 A2277198	Mdce	Heterogeneous Brown Non-fibrous Bound	90% 10% <1%	Caulk Binder Silicates	None Detected
23 A2277199	Mdce	Heterogeneous Brown Non-fibrous Bound	90% 10% <1%	Caulk Binder Silicates	None Detected
24 A2277200	Mdce	Heterogeneous Brown Non-fibrous Bound	90% 10% <1%	Caulk Binder Silicates	None Detected
25 A2277201	Mwce	Heterogeneous White Non-fibrous Bound	90% 10% <1%	Caulk Binder Paint	None Detected
26 A2277202	Mwce	Heterogeneous White Non-fibrous Bound	90% 10% <1%	Caulk Binder Paint	None Detected
27 A2277203	Mwce	Heterogeneous White Non-fibrous Bound	90% 10% <1%	Caulk Binder Paint	None Detected
28 A2277204	Mwce2	Heterogeneous Gray Fibrous Bound	85% 5% <1%	Caulk Binder Non-Fibrous Debris	10% Chrysotile



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			Fibrous	Non-Fibrous	
29 A2277205	Mwce2	Heterogeneous Gray Fibrous Bound	85% 5% <1%	Caulk Binder Non-Fibrous Debris	10% Chrysotile
30 A2277206	Mwce2	Heterogeneous Gray Fibrous Bound	85% 5% <1%	Caulk Binder Non-Fibrous Debris	10% Chrysotile
31 A2277207	Mdce2	Heterogeneous Beige Fibrous Bound	5% 50% 40%	Paint Calc Carb Binder	5% Chrysotile
32 A2277208	Mdce2	Heterogeneous Beige Fibrous Bound	5% 50% 40%	Paint Calc Carb Binder	5% Chrysotile
33 A2277209	Mdce2	Heterogeneous Beige Fibrous Bound	5% 50% 40%	Paint Calc Carb Binder	5% Chrysotile
34 A2277210	Mdce3	Heterogeneous White Non-fibrous Bound	90% 5% 5%	Caulk Binder Paint	None Detected
35 A2277211	Mdce3	Heterogeneous White Non-fibrous Bound	90% 5% 5%	Caulk Binder Paint	None Detected



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			Fibrous	Non-Fibrous			
36 A2277212	Mdce3	Heterogeneous White Non-fibrous Bound	90%	Caulk	5%	Binder Paint	None Detected
37 A2277213	Msce	Heterogeneous White Non-fibrous Bound	65%	Binder	15%	Silicates Calc Carb	None Detected
38 A2277214	Msce	Heterogeneous White Non-fibrous Bound	65%	Binder	15%	Silicates Calc Carb	None Detected
39 A2277215	Msce	Heterogeneous White Non-fibrous Bound	65%	Binder	15%	Silicates Calc Carb	None Detected
40 A2277216	Mfbi	Heterogeneous Brown,Black Fibrous Bound	75%	Cellulose Fiberglass	10%	Tar	None Detected
41 A2277217	Mfbi	Heterogeneous Brown,Black Fibrous Bound	75%	Cellulose Fiberglass	10%	Tar	None Detected
42 A2277218	Mfbi	Heterogeneous Brown,Black Fibrous Bound	75%	Cellulose Fiberglass	10%	Tar	None Detected



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			Fibrous	Cellulose	Non-Fibrous		
43 A2277219	Mdwc	Heterogeneous White Fibrous Bound	15%	Cellulose 75%	Gypsum Calc Carb Paint	None Detected	
44 A2277220	Mdwc	Heterogeneous White,Beige Fibrous Bound	15%	Cellulose 70%	Gypsum Calc Carb Paint	<1% Chrysotile	
Lab Notes: 2% Chrysotile in Joint Compound only; <1% Chrysotile overall							
45 A2277221	Mdwc	Heterogeneous White,Beige Fibrous Bound	15%	Cellulose 70%	Gypsum Calc Carb Paint	<1% Chrysotile	
Lab Notes: 2% Chrysotile in Joint Compound only; <1% Chrysotile overall							
46 A2277222	Mfp	Heterogeneous Gray Non-fibrous Bound		60% 40%	Silicates Binder	None Detected	
47 A2277223	Mfp	Heterogeneous Gray Non-fibrous Bound		60% 40%	Silicates Binder	None Detected	
48 A2277224	Mfp	Heterogeneous Gray Non-fibrous Bound		60% 40%	Silicates Binder	None Detected	
49 A2277225	Mpg	Heterogeneous White Non-fibrous Bound	3%	Talc <1%	Paint Calc Carb Binder	None Detected	



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			Fibrous	Non-Fibrous		
50 A2277226	Mpg	Heterogeneous	<1%	Paint	2% Chrysotile	
		Gray	50%	Calc Carb		
		Non-fibrous	48%	Binder		
		Bound				
51 Layer 1 A2277227	Mpg	Heterogeneous	<1%	Paint	2% Chrysotile	
		Gray	50%	Calc Carb		
		Non-fibrous	48%	Binder		
		Bound				
Layer 2 A2277227	Mpg	Heterogeneous	3%	Talc	None Detected	
		White		<1%		Paint
		Non-fibrous		50%		Calc Carb
		Bound		47%		Binder
52 A2277228	Mcb	Heterogeneous	65%	Silicates	None Detected	
		Gray	35%	Binder		
		Non-fibrous				
		Bound				
53 A2277229	Mcb	Heterogeneous	65%	Silicates	None Detected	
		Gray	35%	Binder		
		Non-fibrous				
		Bound				
54 A2277230	Mcb	Heterogeneous	65%	Silicates	None Detected	
		Gray	35%	Binder		
		Non-fibrous				
		Bound				
55 A2277231	Mcbm	Heterogeneous	70%	Silicates	None Detected	
		Gray	30%	Binder		
		Non-fibrous				
		Bound				



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			Fibrous	Non-Fibrous		
56 A2277232	Mcbm	Heterogeneous Gray Non-fibrous Bound	70%	Silicates Binder	None Detected	
57 A2277233	Mcbm	Heterogeneous Gray Non-fibrous Bound	70%	Silicates Binder	None Detected	
58 A2277234	Mflv	Heterogeneous Olive Fibrous Bound	40% 10%	Cellulose Synthetic Fiber	50% Vinyl	None Detected
59 A2277235	Mflv	Heterogeneous Olive Fibrous Bound	40% 10%	Cellulose Synthetic Fiber	50% Vinyl	None Detected
60 A2277236	Mflv	Heterogeneous Olive Fibrous Bound	40% 10%	Cellulose Synthetic Fiber	50% Vinyl	None Detected
61 A2277237A	Mf12wt	Heterogeneous White,Tan Non-fibrous Bound		100%	Vinyl	None Detected
A2277237B	Mf12wt	Heterogeneous Clear Non-fibrous Bound		100%	Mastic	None Detected



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			Fibrous	Non-Fibrous		
62 A2277238A	Mf12wt	Heterogeneous White,Tan Non-fibrous Bound	100%	Vinyl		None Detected
A2277238B	Mf12wt	Heterogeneous Clear Non-fibrous Bound	100%	Mastic		None Detected
63 A2277239A	Mf12wt	Heterogeneous White,Tan Non-fibrous Bound	100%	Vinyl		None Detected
A2277239B	Mf12wt	Heterogeneous Clear Non-fibrous Bound	100%	Mastic		None Detected
64 A2277240	Mfvp	Heterogeneous Black Fibrous Bound	70%	Cellulose	30% Tar	None Detected
65 A2277241	Mfvp	Heterogeneous Black Fibrous Bound	70%	Cellulose	30% Tar	None Detected
66 A2277242	Mfvp	Heterogeneous Black Fibrous Bound	70%	Cellulose	30% Tar	None Detected



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Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous	Vinyl	
67 A2277243	Mfg	Heterogeneous	35%	Cellulose	50%	Vinyl	None Detected
		Green	10%	Fiberglass	5%	Mastic	
		Fibrous Bound					
68 A2277244	Mfg	Heterogeneous	15%	Cellulose	80%	Vinyl	None Detected
		Green	5%	Fiberglass			
		Fibrous Bound					
69 A2277245	Mfg	Heterogeneous	35%	Cellulose	50%	Vinyl	None Detected
		Green	10%	Fiberglass	5%	Mastic	
		Fibrous Bound					
70 A2277246	Mfg	Heterogeneous	25%	Cellulose	50%	Vinyl	None Detected
		Yellow	10%	Fiberglass	15%	Binder	
		Fibrous Bound					
71 A2277247	Mfg	Heterogeneous	25%	Cellulose	50%	Vinyl	None Detected
		Yellow	10%	Fiberglass	15%	Binder	
		Fibrous Bound					
72 A2277248	Mfg	Heterogeneous	25%	Cellulose	50%	Vinyl	None Detected
		Yellow	10%	Fiberglass	15%	Binder	
		Fibrous			<1%	Mastic	
		Bound					
73 A2277249A	Mfg	Heterogeneous	40%	Cellulose	50%	Vinyl	None Detected
		Gold	10%	Fiberglass			
		Fibrous Bound					



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			Fibrous		Non-Fibrous		
A22772498	Mfld	Heterogeneous Beige Fibrous Bound	50%	Vinyl	25%	Binder	25% Chrysotile
74 A2277250	Mfld	Heterogeneous Gold Fibrous Bound	40% 10%	Cellulose Fiberglass	50%	Vinyl	None Detected
Lab Notes: Beige Linoleum not present in sample							
75 A2277251	Mfld	Heterogeneous Gold Fibrous Bound	40% 10%	Cellulose Fiberglass	50%	Vinyl	None Detected
Lab Notes: Beige Linoleum not present in sample							
76 A2277252	Mslw	Heterogeneous White Non-fibrous Bound	10%	Cellulose	85% 5%	Binder Mica	None Detected
77 A2277253	Mslw	Heterogeneous White Non-fibrous Bound	10%	Cellulose	85% 5%	Binder Mica	None Detected
78 A2277254	Mslw	Heterogeneous White Non-fibrous Bound	10%	Cellulose	85% 5%	Binder Mica	None Detected
79 A2277255	Mvft	Heterogeneous Tan Non-fibrous Bound			50% 50%	Vinyl Binder	None Detected

Lab Notes: Samples A2277255 - A2277332 analyzed by C. Burrus



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			Fibrous	Non-Fibrous	
80 A2277256	Mvft	Heterogeneous Tan Non-fibrous Bound	50%	Vinyl Binder	None Detected
81 A2277257	Mvft	Heterogeneous Tan Non-fibrous Bound	50%	Vinyl Binder	None Detected
82 A2277258	Mwc	Heterogeneous White Non-fibrous Bound	5% 95%	Paint Caulk	None Detected
83 A2277259	Mwc	Heterogeneous White Non-fibrous Bound	5% 95%	Paint Caulk	None Detected
84 A2277260	Mwc	Heterogeneous White Non-fibrous Bound	5% 95%	Paint Caulk	None Detected
85 A2277261	Mvft	Heterogeneous Brown Fibrous Bound	10% 50%	Fiberglass Binder	None Detected
86 A2277262	Mvft	Heterogeneous Brown Fibrous Bound	10% 50%	Fiberglass Binder	None Detected



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			Fibrous	Non-Fibrous	
87 A2277263	Mvlt	Heterogeneous Brown Fibrous Bound	10% Fiberglass	40% Vinyl 50% Binder	None Detected
88 A2277264	Mctfm	Heterogeneous Gray Fibrous Bound		60% Silicates 40% Binder	None Detected
89 A2277265	Mctfm	Heterogeneous Gray Fibrous Bound		60% Silicates 40% Binder	None Detected
90 A2277266	Mctfm	Heterogeneous Gray Fibrous Bound		60% Silicates 40% Binder	None Detected
91 A2277267	Mctfg	Heterogeneous Gray Non-fibrous Bound		35% Silicates 65% Binder	None Detected
92 A2277268	Mctfg	Heterogeneous Gray Non-fibrous Bound		35% Silicates 65% Binder	None Detected
93 A2277269	Mctfg	Heterogeneous Gray Non-fibrous Bound		35% Silicates 65% Binder	None Detected



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Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous	Silicates Binder	
94 A2277270	Mvc	Heterogeneous Black Non-fibrous Bound	<1%	Cellulose	10%	Silicates Binder	None Detected
95 A2277271	Mvc	Heterogeneous Black Non-fibrous Bound	<1%	Cellulose	10%	Silicates Binder	None Detected
96 A2277272	Mvc	Heterogeneous Black Non-fibrous Bound	<1%	Cellulose	10%	Silicates Binder	None Detected
97 A2277273	Mctwm	Heterogeneous Brown Non-fibrous Bound	<1%	Cellulose	10%	Silicates Binder Mastic	None Detected
98 A2277274	Mctwm	Heterogeneous Brown Non-fibrous Bound	<1%	Cellulose	10%	Silicates Binder Mastic	None Detected
99 A2277275	Mctwm	Heterogeneous Brown Non-fibrous Bound	<1%	Cellulose	10%	Silicates Binder Mastic	None Detected
100 A2277276	Mctwg	Heterogeneous White Non-fibrous Bound			10%	Silicates Binder	None Detected



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			Fibrous	Cellulose	Non-Fibrous	
108 A2277284	Mflc	Heterogeneous Cream Fibrous Bound	35%	Cellulose	30% Vinyl Binder	None Detected
109 A2277285	Mflb	Heterogeneous Blue Fibrous Bound	30% 10%	Cellulose Fiberglass	25% 35% Vinyl Binder	None Detected
110 A2277286	Mflb	Heterogeneous Blue Fibrous Bound	30% 10%	Cellulose Fiberglass	25% 35% Vinyl Binder	None Detected
111 A2277287	Mflb	Heterogeneous Blue Fibrous Bound	30% 10%	Cellulose Fiberglass	25% 35% Vinyl Binder	None Detected
112 A2277288A	Mflon	Heterogeneous Orange,Brown Fibrous Bound	20%	Cellulose	30% 25% Vinyl Binder	25% Chrysotile
Layer 1 A2277288B	Mflon	Heterogeneous Gray Fibrous Bound			98% Vinyl	2% Chrysotile
Layer 2 A2277288B	Mflon	Heterogeneous Gray Fibrous Bound	75%	Cellulose	25% Binder	None Detected



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			Fibrous	Cellulose	Non-Fibrous	Binder	
113 A2277289A	Milon	Heterogeneous Orange,Brown Fibrous Bound	20%	Cellulose	30%	Vinyl Binder	25% Chrysotile
Layer 1 A2277289B	Milon	Heterogeneous Gray Fibrous Bound			98%	Vinyl	2% Chrysotile
Layer 2 A2277289B	Milon	Heterogeneous Gray Fibrous Bound	75%	Cellulose	25%	Binder	None Detected
114 A2277290A	Milon	Heterogeneous Orange,Brown Fibrous Bound	20%	Cellulose	30%	Vinyl Binder	25% Chrysotile
Layer 1 A2277290B	Milon	Heterogeneous Gray Fibrous Bound			98%	Vinyl	2% Chrysotile
Layer 2 A2277290B	Milon	Heterogeneous Gray Fibrous Bound	75%	Cellulose	25%	Binder	None Detected
115 A2277291	Mvlyn	Heterogeneous Gray Fibrous Bound	10%	Fiberglass	40%	Vinyl Binder	None Detected



ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct
Waukesha, WI 53189

CEI Lab Code: A16-10198
Date Received: 12-06-16
Date Analyzed: 12-07-16
Date Reported: 12-07-16

Project: City of Kenosha; 4921 37th Ave; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Fiberglass	Non-Fibrous	Binder	
116 A2277292	Mvfyn	Heterogeneous Gray Fibrous Bound	10%	Fiberglass	40% 50%	Vinyl Binder	None Detected
117 A2277293	Mvfyn	Heterogeneous Gray Fibrous Bound	10%	Fiberglass	40% 50%	Vinyl Binder	None Detected
118 Layer 1 A2277294	Mflebv	Heterogeneous Beige,Blue Fibrous Bound			98%	Vinyl	2% Chrysotile
Layer 2 A2277294	Mflon	Heterogeneous Gray Fibrous Bound	75%	Cellulose	25%	Binder	None Detected
119 Layer 1 A2277295	Mflebv	Heterogeneous Beige,Blue Fibrous Bound			98%	Vinyl	2% Chrysotile
Layer 2 A2277295	Mflon	Heterogeneous Gray Fibrous Bound	75%	Cellulose	25%	Binder	None Detected
120 Layer 1 A2277296	Mflebv	Heterogeneous Beige,Blue Fibrous Bound			98%	Vinyl	2% Chrysotile



ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct
Waukesha, WI 53189

CEI Lab Code: A16-10198
Date Received: 12-06-16
Date Analyzed: 12-07-16
Date Reported: 12-07-16

Project: City of Kenosha; 4921 37th Ave; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous	
Layer 2 A2277296	Mfldn	Heterogeneous Gray Fibrous Bound	75%	Cellulose	25% Binder	None Detected
121 A2277297	Mfldn	Heterogeneous Gold,Brown Fibrous Bound	20%	Cellulose	30% Vinyl 25% Binder	25% Chrysotile
122 A2277298	Mfldn	Heterogeneous Gold,Brown Fibrous Bound	20%	Cellulose	30% Vinyl 25% Binder	25% Chrysotile
123 A2277299	Mfldn	Heterogeneous Gold,Brown Fibrous Bound	20%	Cellulose	30% Vinyl 25% Binder	25% Chrysotile
124 A2277300	Mil	Heterogeneous Gray,Silver Fibrous Bound	10%	Cellulose	5% Metal Foil 30% Binder	55% Chrysotile
125 A2277301	Mil	Heterogeneous Gray,Silver Fibrous Bound	10%	Cellulose	5% Metal Foil 30% Binder	55% Chrysotile
126 A2277302	Mil	Heterogeneous Gray,Silver Fibrous Bound	10%	Cellulose	5% Metal Foil 30% Binder	55% Chrysotile



ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct
Waukesha, WI 53189

CEI Lab Code: A16-10198
Date Received: 12-06-16
Date Analyzed: 12-07-16
Date Reported: 12-07-16

Project: City of Kenosha; 4921 37th Ave; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-fibrous	
127 A2277303	Mts	Heterogeneous Tan Non-fibrous Bound	95% 5%	Mastic Silicates	None Detected
128 A2277304	Mts	Heterogeneous Tan Non-fibrous Bound	95% 5%	Mastic Silicates	None Detected
129 A2277305	Mts	Heterogeneous Tan Non-fibrous Bound	95% 5%	Mastic Silicates	None Detected
130 A2277306A	Mf12w	Heterogeneous White Non-fibrous Bound	100%	Vinyl	None Detected
A2277306B	Mf12w	Heterogeneous Clear Non-fibrous Bound	100%	Mastic	None Detected
131 A2277307A	Mf12w	Heterogeneous White Non-fibrous Bound	100%	Vinyl	None Detected
A2277307B	Mf12w	Heterogeneous Clear Non-fibrous Bound	100%	Mastic	None Detected



ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct
Waukesha, WI 53189

CEI Lab Code: A16-10198
Date Received: 12-06-16
Date Analyzed: 12-07-16
Date Reported: 12-07-16

Project: City of Kenosha; 4921 37th Ave; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
132 A2277308A	Mf12w	Heterogeneous White Non-fibrous Bound		100%	Vinyl	None Detected	
A2277308B	Mf12w	Heterogeneous Clear Non-fibrous Bound		100%	Mastic	None Detected	
133 A2277309	Mfn	Heterogeneous Brown Fibrous Bound	20%	Cellulose	30% 25%	Vinyl Binder	25% Chrysotile
134 A2277310	Mfn	Heterogeneous Brown Fibrous Bound	20%	Cellulose	30% 25%	Vinyl Binder	25% Chrysotile
135 A2277311	Mfn	Heterogeneous Brown Fibrous Bound	20%	Cellulose	30% 25%	Vinyl Binder	25% Chrysotile
136 A2277312A	Mf12	Heterogeneous Yellow Fibrous Bound	35% 10%	Cellulose Fiberglass	30% 25%	Vinyl Binder	None Detected
A2277312B	Mf12	Heterogeneous Beige Fibrous Bound	35% 10%	Cellulose Fiberglass	30% 25%	Vinyl Binder	None Detected



ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct.
Waukesha, WI 53189

CEI Lab Code: A16-10198
Date Received: 12-06-16
Date Analyzed: 12-07-16
Date Reported: 12-07-16

Project: City of Kenosha; 4921 37th Ave; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous	
137 A2277313A	MII2	Heterogeneous	35%	Cellulose	30%	None Detected
		Yellow Fibrous Bound	10%	Fiberglass	25% Binder	
A2277313B	MII2	Heterogeneous	35%	Cellulose	30%	None Detected
		Beige Fibrous Bound	10%	Fiberglass	25% Binder	
138 A2277314A	MII2	Heterogeneous	35%	Cellulose	30%	None Detected
		Yellow Fibrous Bound	10%	Fiberglass	25% Binder	
A2277314B	MII2	Heterogeneous	35%	Cellulose	30%	None Detected
		Beige Fibrous Bound	10%	Fiberglass	25% Binder	
139 A2277315	Mvfe	Heterogeneous	35%	Cellulose	30%	None Detected
		Beige Fibrous Bound	10%	Fiberglass	25% Binder	
140 A2277316	Mvfe	Heterogeneous	35%	Cellulose	30%	None Detected
		Beige Fibrous Bound	10%	Fiberglass	25% Binder	
141 A2277317	Mvfe	Heterogeneous	35%	Cellulose	30%	None Detected
		Beige Fibrous Bound	10%	Fiberglass	25% Binder	



ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct.
Waukesha, WI 53189

CEI Lab Code: A16-10198
Date Received: 12-06-16
Date Analyzed: 12-07-16
Date Reported: 12-07-16

Project: City of Kenosha; 4921 37th Ave; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Fiberglass	Non-Fibrous	Binder	
142 A2277318	Mbi	Heterogeneous White Fibrous Bound	95%	Fiberglass	5%	Binder	None Detected
143 A2277319	Mbi	Heterogeneous White Fibrous Bound	95%	Fiberglass	5%	Binder	None Detected
144 A2277320	Mbi	Heterogeneous White Fibrous Bound	95%	Fiberglass	5%	Binder	None Detected
145 A2277321	Mbi	Heterogeneous Yellow Fibrous Bound	95%	Fiberglass	5%	Binder	None Detected
146 A2277322	Mbi	Heterogeneous Yellow Fibrous Bound	95%	Fiberglass	5%	Binder	None Detected
147 A2277323	Mbi	Heterogeneous Yellow Fibrous Bound	95%	Fiberglass	5%	Binder	None Detected
148 A2277324	Mpce	Heterogeneous Gray Fibrous Bound			80%	Binder	10% Chrysotile
					10%	Silicates	



ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct.
Waukesha, WI 53189

CEI Lab Code: A16-10198
Date Received: 12-06-16
Date Analyzed: 12-07-16
Date Reported: 12-07-16

Project: City of Kenosha; 4921 37th Ave; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
149 A2277325	Mpce	Heterogeneous Gray Fibrous Bound	80% 10%	Binder Silicates	10% Chrysotile
150 A2277326	Mpce	Heterogeneous Gray Fibrous Bound	80% 10%	Binder Silicates	10% Chrysotile
151 A2277327	Mwce3	Heterogeneous Beige Fibrous Bound	83% 10%	Binder Silicates	7% Chrysotile
152 A2277328	Mwce3	Heterogeneous Beige Fibrous Bound	83% 10%	Binder Silicates	7% Chrysotile
153 A2277329	Mwce3	Heterogeneous Beige Fibrous Bound	83% 10%	Binder Silicates	7% Chrysotile
154 A2277330	Mpm	Heterogeneous Black Non-fibrous Bound	55% 35% 10%	Binder Mastic Silicates	None Detected
155 A2277331	Mpm	Heterogeneous Black Non-fibrous Bound	55% 35% 10%	Binder Mastic Silicates	None Detected



ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct.
Waukesha, WI 53189

CEI Lab Code: A16-10198
Date Received: 12-06-16
Date Analyzed: 12-07-16
Date Reported: 12-07-16

Project: City of Kenosha; 4921 37th Ave; 0054976

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
156 A2277332	Mpm	Heterogeneous Black Non-fibrous Bound	55% 35% 10%	Binder Mastic Silicates	None Detected



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

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

LIMIT OF DETECTION: <1% by visual estimation

REGULATORY LIMIT: >1% by weight

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

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

ANALYST: Samantha Card
Samantha Card

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

Candace Burrus
Candace Burrus





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

06-16-10 1198
A2277177-
A2277332

ASBESTOS CHAIN OF CUSTODY

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

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: <i>Jim Updike</i>
Company: <i>PSI, Inc</i>	Email / Tel: <i>same / same</i>
Address: <i>821 Corporate Court Waukesha, WI 53189</i>	Project Name: <i>City of Kenosha Co, 4921 37th Ave., Bldg #1</i>
Email: <i>jim.updike@psiusa.com</i>	Project ID# <i>0054976</i>
Tel: <i>(262) 521-2125</i> Fax: <i>(262) 521-2471</i>	PO #:
	STATE SAMPLES COLLECTED IN: <i>WI</i>

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 436	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 8281-09	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS: <i>Bag #1: samples 1-99</i>		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
<i>Matthew Goldberger</i>	<i>12/5/16 11:00</i>	<i>A</i>	<i>12 6 16 9:40</i>
<i>Matthew Goldberger</i>			

Samples will be disposed of 30 days after analysis



December 9, 2016

PSI
821 Corporate Ct.
Waukesha, WI 53189

CLIENT PROJECT: City of Kenosha; 4921 37th Ave; 0054976
CEI LAB CODE: A16-10198.1

Dear Customer:

Enclosed are asbestos analysis results for PLM bulk samples received at our laboratory on December 8, 2016. The samples were analyzed for asbestos using polarized light microscopy (PLM) point count per the EPA 600 Method.

Sample results containing > 1% asbestos are considered asbestos-containing materials (ACMs) per the EPA regulatory requirements. The detection limit for the EPA 600 method is 0.25% for 400 point counts, or 0.1% for 1,000 point counts.

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

Kind Regards,

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

Tianbao Bai, Ph.D., CIH
Laboratory Director



730 SE Maynard Road • Cary, NC 27511 • 919.481.1413



ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

PSI

CLIENT PROJECT: City of Kenosha; 4921 37th Ave; 0054976

CEI LAB CODE: A16-10198.1

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

REPORT DATE: 12/09/16

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



ASBESTOS BULK ANALYSIS
By: POLARIZING LIGHT MICROSCOPY

Client: PSI
821 Corporate Ct
Waukesha, WI 53189

CEI Lab Code: A16-10198.1
Date Received: 12-08-16
Date Analyzed: 12-09-16
Date Reported: 12-09-16

Project: City of Kenosha; 4921 37th Ave; 0054976

ASBESTOS POINT COUNT PLM, EPA 600 METHOD

Client ID	Lab ID	Material Description	POINTS		ASBESTOS	
			Total	Asbestos	%	
44	A2277220	Mdwc (Joint Compound Only)	400	9	2.3%	Chrysotile
	A2277220	Mdwc (Composite Result From Point Count)			0.12%	Chrysotile
Lab Notes: Joint Compound Is 5% of overall sample						
45	A2277221	Mdwc (Joint Compound Only)	400	8	2.0%	Chrysotile
	A2277221	Mdwc (Composite Result From Point Count)			0.1%	Chrysotile
Lab Notes: Joint Compound Is 5% of overall sample						



LEGEND: None

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

LIMIT OF DETECTION: 0.25% by 400 points or 0.1% by 1,000 points

REGULATORY LIMIT: >1% by weight

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ANALYST: *Samantha Card*
Samantha Card

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



BULK SAMPLE LOG

Client:	City of Kenosha	Construction Date:	Unknown
Project:	Four Family Residence	Date of Inspection:	12/1-6/16
Address:	4921 37th Ave.	Inspector:	Mike Larsen
		Inspector #:	AI-13850

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION
01	Roof	Roof Shingles - Red
02	Roof	Roof Shingles - Red
03	Roof	Roof Shingles - Red
04	Roof	Roof Shingles - Black
05	Roof	Roof Shingles - Black
06	Roof	Roof Shingles - Black
07	Roof	Roof Shingles - Green
08	Roof	Roof Shingles - Green
09	Roof	Roof Shingles - Green
10	Roof	Roofing Tar Paper
11	Roof	Roofing Tar Paper
12	Roof	Roofing Tar Paper
13	Roof	Roof Flashing
14	Roof	Roof Flashing
15	Roof	Roof Flashing
16	Exterior	Brick
17	Exterior	Brick
18	Exterior	Brick
19	Exterior	Brick Mortar
20	Exterior	Brick Mortar
21	Exterior	Brick Mortar
22	Exterior	Exterior Door Caulk - Brown (Front)
23	Exterior	Exterior Door Caulk - Brown (Front)
24	Exterior	Exterior Door Caulk - Brown (Front)
25	Exterior	Exterior Window Caulk - White
26	Exterior	Exterior Window Caulk - White
27	Exterior	Exterior Window Caulk - White
28	Exterior	Exterior Window Caulk - Gray
29	Exterior	Exterior Window Caulk - Gray
30	Exterior	Exterior Window Caulk - Gray
31	Exterior	Exterior Door Caulk - Beige (Sides and Uppers)
32	Exterior	Exterior Door Caulk - Beige (Sides and Uppers)
33	Exterior	Exterior Door Caulk - Beige (Sides and Uppers)

BULK SAMPLE LOG

Client:	City of Kenosha	Construction Date:	Unknown
Project:	Four Family Residence	Date of Inspection:	12/1-5/16
Address:	4921 37th Ave.	Inspector:	Mike Larsen
		Inspector #:	AI-13850

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION
34	Exterior	Exterior Door Caulk - White
35	Exterior	Exterior Door Caulk - White
36	Exterior	Exterior Door Caulk - White
37	Exterior	Exterior Seam Caulk - White (NW Corner)
38	Exterior	Exterior Seam Caulk - White (NW Corner)
39	Exterior	Exterior Seam Caulk - White (NW Corner)
40	01	Fiberglass Batt Insulation with Suspect Layer
41	101	Fiberglass Batt Insulation with Suspect Layer
42	202	Fiberglass Batt Insulation with Suspect Layer
43	01	Drywall/Joint Compound System
44	101	Drywall/Joint Compound System
45	202	Drywall/Joint Compound System
46	01	Flue Packing
47	01	Flue Packing
48	01	Flue Packing
49	01	Window Pane Glazing - Gray
50	01	Window Pane Glazing - Gray
51	01	Window Pane Glazing - Gray
52	01	Concrete Block
53	01	Concrete Block
54	01	Concrete Block
55	01	Concrete Block Mortar
56	01	Concrete Block Mortar
57	01	Concrete Block Mortar
58	STWL1	Olive Linoleum
59	100	Olive Linoleum
60	200	Olive Linoleum
61	101	12" x 12" White/Tan Floor Tile and Associated Mastic
62	101	12" x 12" White/Tan Floor Tile and Associated Mastic
63	101	12" x 12" White/Tan Floor Tile and Associated Mastic
64	101	Flooring Underlayment Paper
65	112	Flooring Underlayment Paper
66	202	Flooring Underlayment Paper

BULK SAMPLE LOG

Client:	City of Kenosha	Construction Date:	Unknown
Project:	Four Family Residence	Date of Inspection:	12/1-5/16
Address:	4921 37th Ave.	Inspector:	Mike Larsen
		Inspector #:	AI-13850

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION
67	103	Green Linoleum
68	103	Green Linoleum
69	103	Green Linoleum
70	103	Yellow Linoleum
71	114	Yellow Linoleum
72	208	Yellow Linoleum
73	103	Gold Linoleum
74	103	Gold Linoleum
75	103	Gold Linoleum
76	103	Sink Undercoating - White
77	103	Sink Undercoating - White
78	103	Sink Undercoating - White
79	103	Vinyl Sheet Flooring - Tan
80	103	Vinyl Sheet Flooring - Tan
81	103	Vinyl Sheet Flooring - Tan
82	107	Window Caulk - White
83	107	Window Caulk - White
84	215	Window Caulk - White
85	106	Vinyl Sheet Flooring - Brown
86	106	Vinyl Sheet Flooring - Brown
87	106	Vinyl Sheet Flooring - Brown
88	106	Ceramic Tile Floor Mastic
89	117	Ceramic Tile Floor Mastic
90	207	Ceramic Tile Floor Mastic
91	106	Ceramic Tile Floor Grout
92	117	Ceramic Tile Floor Grout
93	207	Ceramic Tile Floor Grout
94	106	Vent Caulk - Black
95	114	Vent Caulk - Black
96	202	Vent Caulk - Black
97	106	Ceramic Tile Wall Mastic
98	117	Ceramic Tile Wall Mastic
99	207	Ceramic Tile Wall Mastic

BULK SAMPLE LOG

Client: City of Kenosha	Construction Date: Unknown
Project: Four Family Residence	Date of Inspection: 12/1-5/16
Address: 4921 37th Ave.	Inspector: Mike Larsen
	Inspector #: AI1-13850

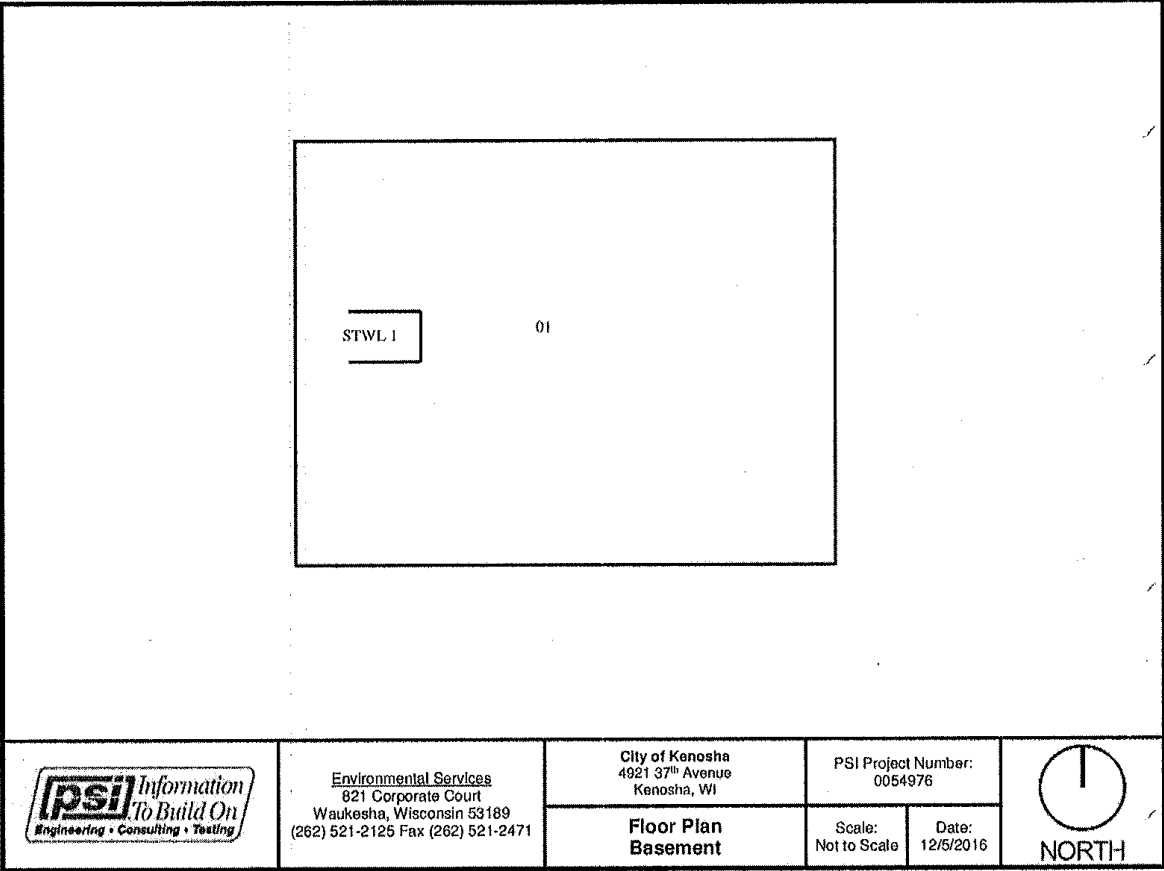
SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION
100	106	Ceramic Tile Wall Grout
101	117	Ceramic Tile Wall Grout
102	207	Ceramic Tile Wall Grout
103	114	Vinyl Sheet Flooring - Beige/Green
104	114	Vinyl Sheet Flooring - Beige/Green
105	114	Vinyl Sheet Flooring - Beige/Green
106	114	Cream Linoleum
107	117	Cream Linoleum
108	215	Cream Linoleum
109	114	Blue Linoleum
110	114	Blue Linoleum
111	114	Blue Linoleum
112	114	Orange/Brown Linoleum
113	114	Orange/Brown Linoleum
114	114	Orange/Brown Linoleum
115	117	Vinyl Sheet Flooring - Gray/Brown
116	117	Vinyl Sheet Flooring - Gray/Brown
117	204	Vinyl Sheet Flooring - Gray/Brown
118	204	Beige/Blue/Olive Linoleum
119	204	Beige/Blue/Olive Linoleum
120	215	Beige/Blue/Olive Linoleum
121	204	Gold/Brown Linoleum
122	204	Gold/Brown Linoleum
123	204	Gold/Brown Linoleum
124	204	Light Fixture Insulation
125	204	Light Fixture Insulation
126	204	Light Fixture Insulation
127	117	Tub Surround Adhesive - Tan
128	207	Tub Surround Adhesive - Tan
129	218	Tub Surround Adhesive - Tan
130	215	12" x 12" White Floor Tile and Associated Mastic
131	215	12" x 12" White Floor Tile and Associated Mastic
132	215	12" x 12" White Floor Tile and Associated Mastic



BULK SAMPLE LOG

Client:	City of Kenosha	Construction Date:	Unknown
Project:	Four Family Residence	Date of Inspection:	12/1-5/18
Address:	4921 37th Ave.	Inspector:	Mike Larsen
		Inspector #:	AI-13850

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION
133	215	Brown Linoleum
134	215	Brown Linoleum
135	218	Brown Linoleum
136	215	Yellow Linoleum with Flower Pattern
137	215	Yellow Linoleum with Flower Pattern
138	215	Yellow Linoleum with Flower Pattern
139	218	Vinyl Sheet Flooring - Beige
140	218	Vinyl Sheet Flooring - Beige
141	218	Vinyl Sheet Flooring - Beige
142	300	Blown-in Insulation - White
143	300	Blown-in Insulation - White
144	300	Blown-in Insulation - White
145	300	Blown-in Insulation - Yellow
146	300	Blown-in Insulation - Yellow
147	300	Blown-in Insulation - Yellow
148	Exterior	Exterior Pipe Caulk - Gray (NE Corner)
149	Exterior	Exterior Pipe Caulk - Gray (NE Corner)
150	Exterior	Exterior Pipe Caulk - Gray (NE Corner)
151	Exterior	Exterior Window Caulk - Beige
152	Exterior	Exterior Window Caulk - Beige
153	Exterior	Exterior Window Caulk - Beige
154	218	Panel Mastic - Black
155	218	Panel Mastic - Black
156	218	Panel Mastic - Black



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

City of Kenosha
 4921 37th Avenue
 Kenosha, WI

PSI Project Number:
 0054976

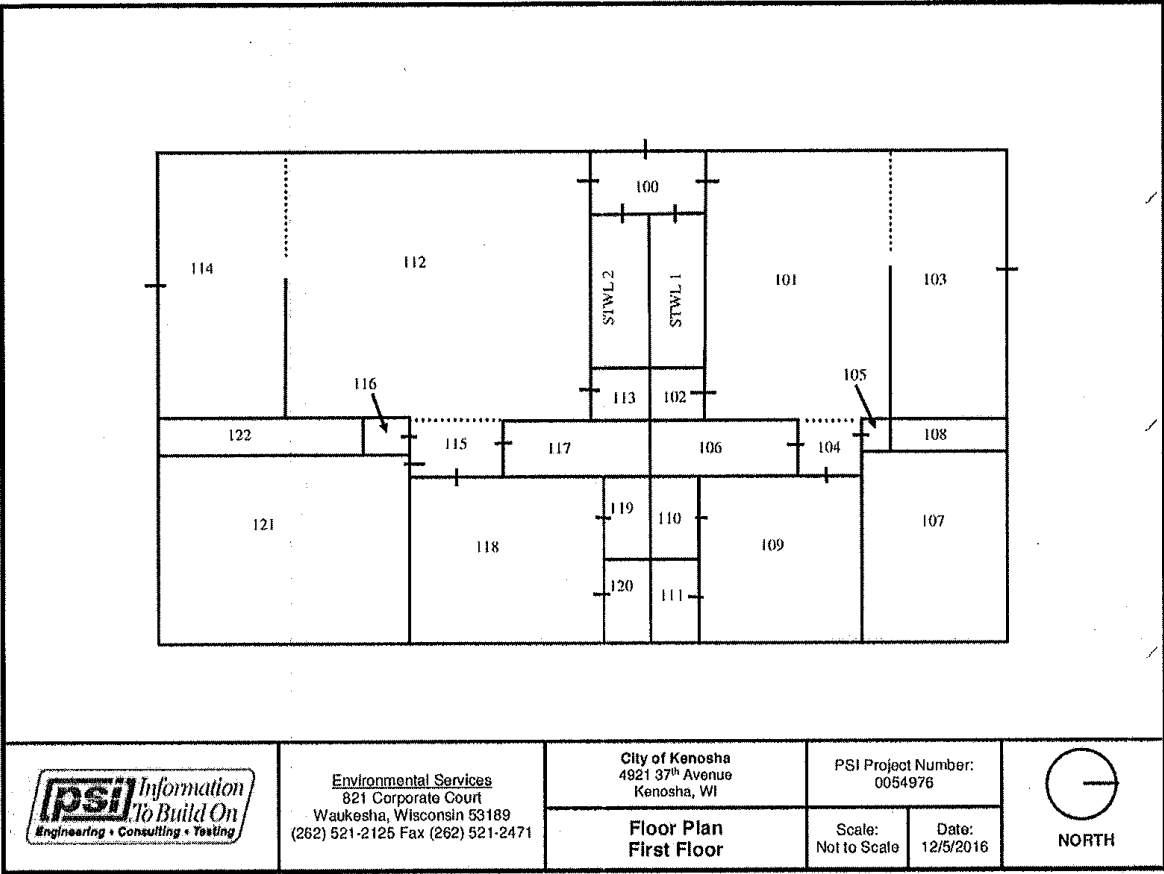
**Floor Plan
 Basement**

Scale:
 Not to Scale

Date:
 12/5/2016



NORTH



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

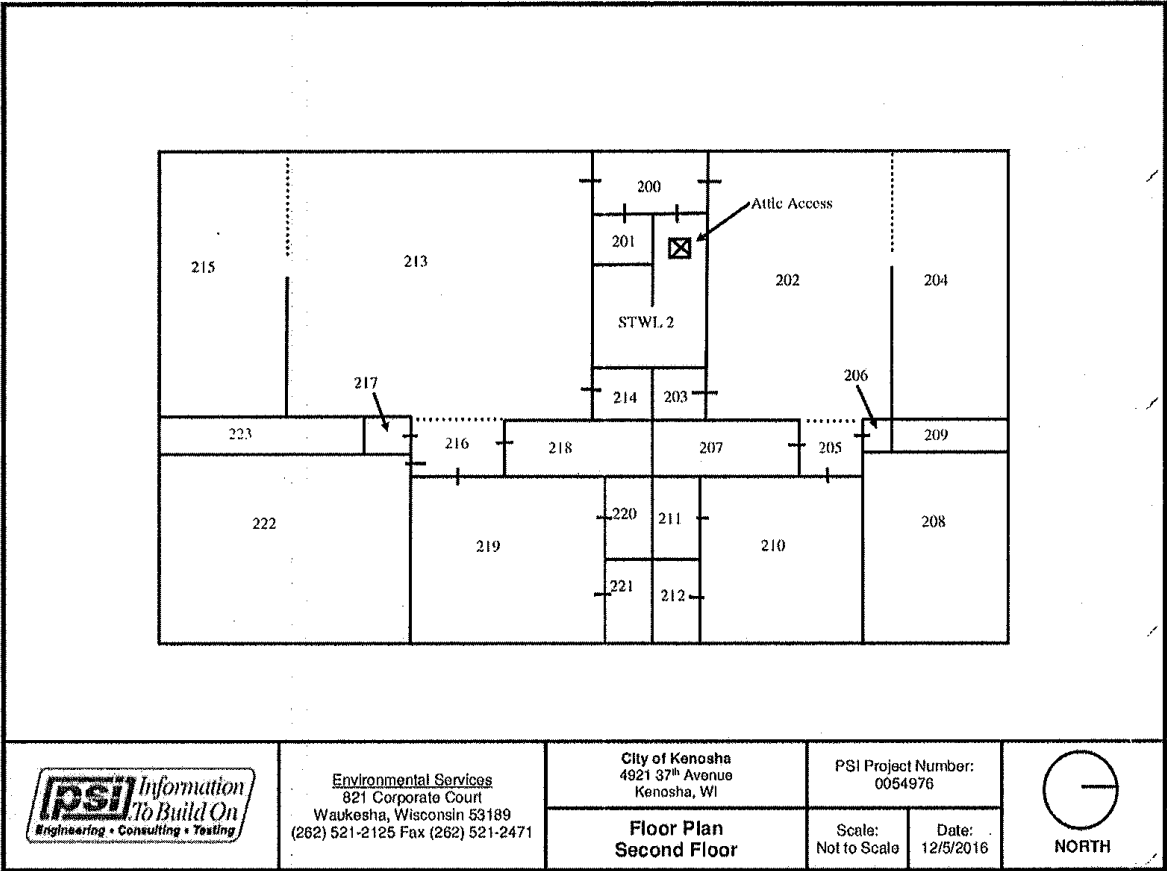
City of Kenosha
4921 37th Avenue
Kenosha, WI

**Floor Plan
First Floor**

PSI Project Number:
0054976

Scale: Not to Scale	Date: 12/5/2016
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Environmental Services
 821 Corporate Court
 Waukesha, Wisconsin 53189
 (262) 521-2125 Fax (262) 521-2471

City of Kenosha
 4921 37th Avenue
 Kenosha, WI

PSI Project Number:
 0054976

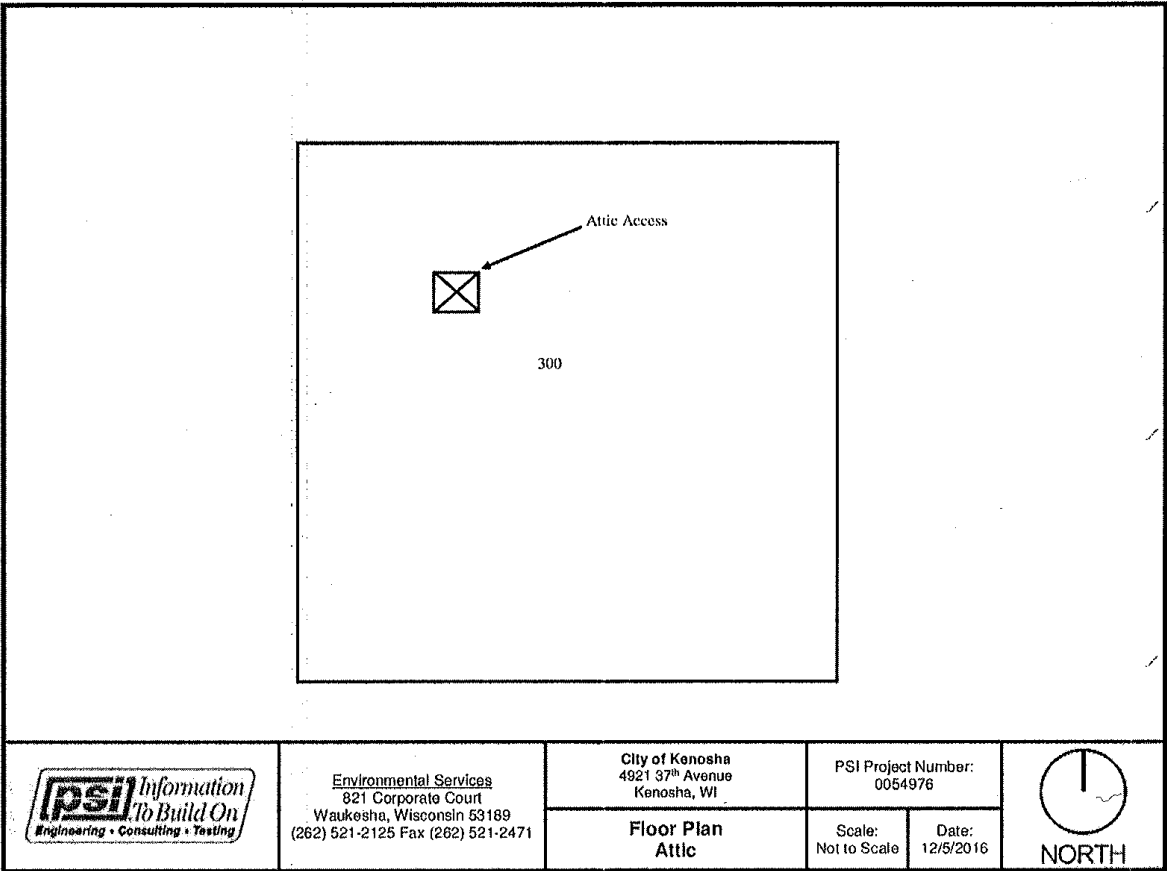
**Floor Plan
 Second Floor**

Scale:
 Not to Scale

Date:
 12/5/2016



NORTH



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

City of Kenosha
 4921 37th Avenue
 Kenosha, WI

PSI Project Number:
 0054976

Floor Plan
 Attic

Scale:
 Not to Scale

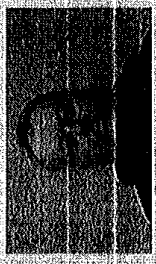
Date:
 12/5/2016



NORTH

Milwaukee Lead/Asbestos Information Center

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



Michael Louis Franklin Larsen

Has successfully completed a course and passed the examination on April 28, 2016 with a minimum score of 70 percent, that meets all criteria for the State of Wisconsin Recertification as an

Asbestos Inspector Refresher Course

Roody Early

Date of Course: April 28, 2016

Date Issued: April 28, 2016

Date of Expiration: April 28, 2017

Certification Number: AIR16042854708

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

DCO Course ID #: 9606

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

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

Company Certificate

This certifies that

PSI - PROFESSIONAL SERVICE INDUSTRIES INC

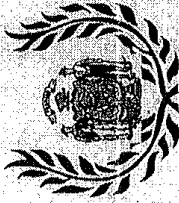
821 CORPORATE CT
WAUKESHA WI 53189-5009

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

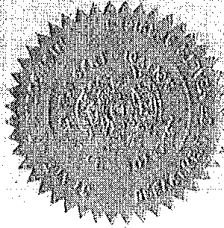
Asbestos Company - Primary

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

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



Shelley A Bruce
Shelley A Bruce,
Unit Supervisor





SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

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

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101768-0

Bulk Asbestos Analysis

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

Airborne Asbestos Analysis

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

For the National Voluntary Laboratory Accreditation Program

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101768-0

CEI Labs, Inc.
Cary, NC

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

Asbestos Fiber Analysis

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

2016-04-01 through 2017-03-31

Effective Dates



A handwritten signature in cursive script, reading 'David F. Alderman'. The signature is written in black ink over a horizontal line.

For the National Voluntary Laboratory Accreditation Program

CITY OF KENOSHA, WISCONSIN
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS
KENOSHA, WISCONSIN

REQUEST FOR PROPOSALS TO
REMOVE ASBESTOS AND OTHER PARTICULATES FROM SINGLE-FAMILY
RESIDENTIAL BUILDING STRUCTURE LOCATED AT 4921-37th AVENUE

Proposal Notice No. 01-17

PROPOSAL

Finance:

A representative of this organization has inspected the building described below at the specified location, and hereby submits the following Proposal to Remove Asbestos, Mercury and Other Particulates from said building in accordance with the City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from the date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

4921-37th Avenue
Kenosha, Wisconsin 53144
09-222-36-281-008

\$ _____
Numerals Written

Dumping/Disposal Site: _____

DNR Permit Number: _____

The effective date of the Contract shall be the date of return of the executed Contract with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment and supervision to complete the Work according to the time of performance.

Respectfully submitted,

Firm: _____

Signature: _____

Type/Print Name: _____

Date: _____

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

STATE OF _____)
 :SS.
COUNTY OF _____)

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

[Fill Out Applicable Paragraph]

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

The President is authorized to sign contracts, bids and proposals for the Company 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 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:_____.

ADDRESS. The business address of the Proposer is as follows:

Telephone Number:_____

STATUTORY SWORN STATEMENT.

_____, also deposes and states that he/she has examined the Request for Proposal to remove and dispose of asbestos and other particulates with Instructions to Proposers, the Specifications and Special

Conditions and any City furnished data, has investigated the site conditions or, in the alternative, has waived such inspection at Proposer's peril, and has carefully prepared the Proposal from the Request for Proposal to Asbestos Abatement with Instructions to Proposers, the Specifications and Special Conditions, and any City furnished data, and checked the same in detail before submitting this Proposal. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

Signed:

Typed Name:

Title:

Date:

STATE OF _____)
:SS.

COUNTY OF _____)

Subscribed and sworn to before me
this _____ day of _____, 2017.

Notary Public, _____ County, _____

My Commission expires/is: _____

**CITY OF KENOSHA, WISCONSIN
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS
KENOSHA, WISCONSIN**

**REQUEST FOR PROPOSALS TO
REMOVE ASBESTOS AND OTHER PARTICULATES FROM SINGLE-FAMILY
RESIDENTIAL BUILDING STRUCTURE LOCATED AT 4921-37th AVENUE**

Proposal Notice No. 01-17

Contract / Vendor Information

Firm Name: _____

Address: _____

Phone: _____ FAX: _____

E-Mail Address: _____

Cash Discount Terms: _____% _____ Days, Net, _____ Days

Is the firm a minority-owned business? _____ Yes _____ No

DRAFT COPY

**CONTRACT TO REMOVE ASBESTOS AND OTHER PARTICULATES:
at**

4921-37th Avenue, Tax Key No. 09-222-36-231-008

By And Between

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

And

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

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to **CITY** a written proposal to remove asbestos and other particulates from subject building according to the specifications and special conditions contained in the Request for Proposals, and **CITY** has accepted said Proposal, subject to **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. DEFINITIONS.

- a. "**CITY**" shall mean the City of Kenosha, Wisconsin.
- b. "**DIRECTOR**" shall mean the City of Kenosha Community Development and Inspection Director, and includes designees.
- c. "**CONTRACT**". The following documents comprise the complete Contract: Request for Proposals, Proposal, Site Inspection Reports, Executed Contract, Environmental/Special Reports, Instructions, Specifications and Special Conditions, Certificates of Insurance, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of

Proposal. Determinations of City representative in charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Finance and are incorporated into this Contract by reference.

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

e. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to accomplish the removal and disposal of asbestos and other particulates from specified buildings, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the remediation.

f. **"OVERPAYMENT"** means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this Agreement, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was redone or replaced and accepted by **CITY**.

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

CONTRACTOR, for the sum of _____ Dollars and _____ Cents (\$ _____), will perform and complete, or will cause to be performed and completed, all Work defined in this Contract, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Contract. Work shall consist of removing and disposing of all identified regulated asbestos containing material (R.A.C.M.) and other identified particulates from the following buildings:

- a. **4921-37th Avenue, Kenosha, Wisconsin 53144**
Tax Parcel No. 09-222-36-231-008

Description: A two (2) story, four unit multi-residential wood framed structure consisting of approximately 3,250 square feet together with a full basement and attic.

All Work shall be performed in accordance with Instructions, Specifications and Special Conditions. In the event of a conflict between this Contract and the Specifications and Special Conditions, the Specifications and Special Conditions, will control and supersede an inconsistent Contract provision.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.

CONTRACTOR will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall obtain required permits and commence remediation Work no later than fifteen (15) days of written notice to proceed and finish work within thirty (30) days of notice to

proceed.

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

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

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
 - a. Respecting Work, until completion and acceptance.
 - b. Respecting warranty, until expiration of warranty term.
 - c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of Statute of Limitations where no claims filed.

5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this Agreement, the nonbreaching party shall thereupon have the right to terminate the Agreement by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

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

6. **DIRECTOR DECISION FINAL.** Should any dispute arise at any time between **CONTRACTOR** and **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of Work, or as to the quality of Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of **DIRECTOR** shall be final and conclusive,

until and unless set aside by a Court of law.

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

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.**
CONTRACTOR shall select such methods and equipment for the performance of all operations connected with Work as will assure professional quality of Work and a rate of progress which will assure the timely completion of Work.
CONTRACTOR is responsible for furnishing all labor, equipment, material and supplies required to perform Work.
8. **SUSPENSION OF WORK BY CITY.** **DIRECTOR** shall have authority to suspend Work where he believes that **CONTRACTOR** is not performing Work in accordance with this Contract. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by **DIRECTOR** for good cause.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of Work.
10. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.**
CONTRACTOR does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in **CITY** Request for Proposals. Increases in the scope of Work shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **CITY**, and by **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in **CITY** Department of Finance, and incorporated into this Contract by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided **DIRECTOR** attaches thereto a written report so indicating.
11. **CLAIMS AND DEADLINES FOR ADDITIONAL COMPENSATION.** Any claim by **CONTRACTOR** for additional compensation arising out of extenuating circumstances not covered by this Contract shall be submitted, in written form, to the **DIRECTOR** within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim

for additional compensation involves work which will be covered and unavailable for inspection within said fourteen (14) day period of time, then **CONTRACTOR** shall promptly provide **DIRECTOR** with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. **CONTRACTOR** further has a duty to, from time to time, notify **DIRECTOR** of any facts or events which may lead to a claim for additional compensation as soon as **CONTRACTOR** is aware of such facts or events.

12. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
13. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND MATERIAL DUMPING OR DISPOSAL SITES.** **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Major material suppliers shall be those providing over \$5,000.00 in materials. Any changes in said list must be approved by **CITY**. **CONTRACTOR** is responsible for the Work of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose involvement in Work will result in a breach of this Contract.
14. **CONTROL AND PROTECTION OF WORK SITE.** **CONTRACTOR** shall be responsible for the control and protection of Work site from commencement of Work until Work is completed. **CONTRACTOR** shall keep the site secure and inaccessible to the public.
15. **SALVAGE RIGHTS.** **CONTRACTOR** shall not remove any salvageable materials from the buildings.
16. **WARRANTY.** **CONTRACTOR** warrants that all Work will be performed in accordance with State Codes and to the satisfaction of the State of Wisconsin Department of Natural Resources.
17. **CITY COOPERATION.** **CITY** will reasonably cooperate with **CONTRACTOR** to facilitate **CONTRACTOR'S** performance of Work. **CONTRACTOR** will provide reasonable notice to **CITY** when the assistance thereof is requested. However, **CITY** has no obligation to supervise or perform any part of Work.
18. **GOVERNMENTAL PERMITS AND APPROVALS.** **CONTRACTOR** is fully responsible, at **CONTRACTOR'S** cost and expense, to procure such permits and approvals as may be required from any governmental body, including the **CITY**, as a precondition to the performance of Work, including, but not limited to, permits to temporarily obstruct streets, and asbestos removal permit from the

State of Wisconsin, Department of Natural Resources, where an exemption is not applicable.

19. **LAW, RULES AND REGULATIONS.** **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
20. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although **CONTRACTOR** performs Work as an independent contractor, **DIRECTOR** shall have the right to request **CONTRACTOR** to remove and replace any of **CONTRACTOR'S** employees involved in Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with Work. **CONTRACTOR** shall comply with any reasonable request.
21. **CONTRACTOR**, at all times Work is being performed, shall assign an employee or agent on the Work site to be the person to whom **DIRECTOR** may furnish instructions or orders, or make inquiries of at all times when Work is being performed. The name of such employee or agent shall be submitted to **DIRECTOR**, in writing, upon commencement of Work.
22. **WATER USE.** **CONTRACTOR** has the obligation of arranging with the Kenosha Water Utility for the use of water and may not use any Kenosha Water Utility hydrants or other water source without making arrangements in advance.

CONTRACTOR, where water is required, will be required to obtain a Hydrant Permit and meter from the Kenosha Water Utility, 4401 Green Bay Road. A deposit and fee will be required to be paid by **CONTRACTOR**.
23. **SANITATION AND HEALTH.** **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee, public health, safety or welfare.
24. **INSPECTION.** **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that Work is in conformance with the Contract. However, only **DIRECTOR** can reject Work. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective work shall not waive any rights of **DIRECTOR** to have **CONTRACTOR** take corrective action at **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of its duty to maintain a safe workplace.

25. **WORKMANSHIP.** Workmanship shall conform to the best standard practice in Southeastern Wisconsin. Equipment and procedures used must be suitable to and compatible with the nature of the Work, Work site and prevailing year-round weather conditions which affect Work and the Work site.
26. **UTILITIES. CONTRACTOR** has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense.
27. **CLEANUP. CONTRACTOR** shall at all times keep the site and off-site areas related to Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the Work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of Work.

Within ten (10) days after the completion of Work, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and off site areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **DIRECTOR** may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

28. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that **CONTRACTOR** fails to fully and completely perform Work within the time limit or time extension provided, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars per day, for (1) each and every day's delay in the fulfillment of this Contract provision where an extension has not been granted or (2) each and every day that a City established safety measure is not being complied with.

This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.

29. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT. CONTRACTOR** recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to relet all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by **DIRECTOR**. However, none of the above shall relieve **CONTRACTOR** of its obligations under this Contract.

30. **OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. CONTRACTOR** will promptly, upon receipt of written demand from **DIRECTOR**, refund any overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

Should **CONTRACTOR** owe **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to Work under this Contract, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.

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

32. **PAYMENT – ACCEPTANCE OF WORK.** Payment shall be made by **CITY** upon completion of Work and submission of invoice to **CITY** Director of Finance, within fifteen (15) days after **DIRECTOR** executed a document accepting Work as being performed in accordance with this Contract, subject to the following.

- ◆ Payment will not be made for so long as any order relative to seeking compliance with the Contract made to **CONTRACTOR** by **DIRECTOR** is not complied with. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective or rejected work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** for which **CITY** could be secondarily liable, which secondary liability was not assumed by **CITY** under this Contract.
- ◆ Work shall not be accepted by **DIRECTOR** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY'S** Community Development and Inspections Department.
- ◆ A hold back provision whereby the City shall withhold twenty (20%) percent of the Contract amount as final payment until the building has been inspected and the Work approved by the Wisconsin Department of Natural Resources.

33. **PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this **CONTRACT** and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the **WORK. CONTRACTOR**, as a condition of

payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.

34. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
35. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of **DIRECTOR** and **CITY** is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **DIRECTOR** as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any work performed by an unauthorized party. However, if this Contract is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by **DIRECTOR** or until another **CONTRACTOR** takes possession of the Work site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.
36. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** **CONTRACTOR** agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.
37. **INSURANCE.** **CONTRACTOR** and subcontractors shall procure and maintain, during the Term of this Contract, insurance policies, as hereinafter specified issued by a Company authorized and licensed to do business in the State of Wisconsin having a minimum AM Best rating of A-. The insurance policy or policies shall name the **CITY** as an additional insured and contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. **CONTRACTOR**, prior to executing this Agreement, shall furnish: (a) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including the naming of **CITY** as "additional insured", and (b) proof of payment of

premium to **CITY**. If for any reason, the insurance coverage required herein lapses, **CITY** may declare this Contract null and void as of the date no valid insurance policy was in effect. Throughout the duration of this Contract certificates of policy renewals shall be furnished to **CITY** within five (5) days of any such request. Should **CONTRACTOR** or any other subcontractors fail to furnish, deliver and maintain such insurance coverage as provided herein, **CITY** may terminate this Contract pursuant to Section 5. The failure of **CONTRACTOR** or any subcontractors to take out and/or maintain the required insurance shall not relieve **CONTRACTOR** from any liability under this Agreement.

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

a) Commercial General Liability

\$1,000,000.00, Per Occurrence
\$2,000,000.00, Aggregate

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

Combined Single Limit:
\$1,000,000.00

c) Excess Umbrella Liability:

Minimum limit of \$2,000,000.00. Said umbrella policy shall provide the same protection and coverage as the Commercial General Liability Policy and shall not have any exclusions or limits not identified in the Commercial General Liability Policy.

d) Pollution Legal Liability:

Minimum liability of \$2,000,000.00

e) Worker's Compensation: Statutory Limits:

- i. Employer's Liability
 - \$100,000.00 Each Accident
 - \$100,000.00 Disease, Each Employee
 - \$500,000.00 Disease, Policy Limit

- 38. COOPERATION. CONTRACTOR** shall cooperate with representatives of any and all Local, Federal or State agencies having authority over or providing funding for Work. Further, although **CONTRACTOR** has possession of Work site, it shall permit **CITY** employees and representatives, and employees and representatives of any Federal or State funding agency to have reasonable access to Work site at all times.

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 Agreement shall remain in full force and effect.

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

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 be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this Contract.

43. **NOTICES.** Notices required by or relevant to this Contract shall be furnished by **CONTRACTOR** to **CITY** by personal service or by certified mail with return receipt, sent or delivered to **DIRECTOR** with copies to the Director of Finance and City Attorney, 625- 52nd Street, Kenosha, Wisconsin 53140. Notices required by or relevant to this Contract shall be furnished by **CITY** to **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

_____ (Authorized Contact),
_____ (Title),
_____ (Company),

_____ (Address)
_____, _____

Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

44. **EXHIBITS.** The following Exhibits are attached hereto and are a part hereof:

- a. Specifications and Special Conditions;
- b. Proposals;
- c. Affidavit of Organization and Authority and Careful Inspection of Site and

- Preparation of Bid Proposal or Bid;
- d. Full and complete list of subcontractors and major suppliers;

45. **EXECUTION AUTHORITY.** Signatories for **CITY** and **CONTRACTOR** each certify that they have the authority under their respective organizational structure and governing laws to execute 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: _____,
Mayor

Date: _____

By: _____,
City Clerk/Treasurer

Date: _____

**STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)**

Personally came before me this _____ day of _____, 2017,
_____, **Mayor**, and _____, **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 agreement of said municipal
corporation, by its authority.

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

CONTRACTOR:

BY: _____

(Title)

Date: _____

STATE OF _____)
:SS.
COUNTY OF _____)

Personally came before me this ___ day of _____, 2017, _____,
_____(Title) of _____, a _____, to me known to
be such _____(Title) of said _____, and acknowledged to me that he
executed the foregoing instrument as such _____(Title) as the contract of said
corporation, by its authority.

Notary Public, _____ County, _____.

My Commission expires/is: _____