

*****REVISED*** BIDDER'S PROPOSAL OFFICIAL NOTICE #7-2019
FOR HAZARDOUS MATERIAL ABATEMENT, RAZE AND REMOVAL OF
THE FORMER INDUSTRIAL STRUCTURE & GARAGE LOCATED AT 1425
N MEMORIAL DR. IN RACINE, WISCONSIN**

DATE & TIME FOR RECEIVING BIDS: June 4, 2019 at 2:00 P.M.

PLACE: Purchasing Department, City Hall, Room 105
730 Washington Avenue, Racine, Wisconsin 53403

Item No.	Estimated Quantity	Brief Description Unit or Lump Sum Price (in Words)	Total Price (in Figures)
1	Lump Sum	Mobilization/Demobilization of all equipment, personnel, and materials required to complete work. _____ _____ Dollars Lump Sum	\$ _____ Bid Item 1 Total
2	Lump Sum	Erect Site Security and Environmental Protection _____ _____ Dollars Lump Sum	\$ _____ Bid Item 2 Total
3	Lump Sum	Asbestos Abatement and Hazardous Materials Removal, Transportation, and Disposal _____ _____ Dollars Lump Sum	\$ _____ Bid Item 3 Total
4	Lump Sum	Building Demolition of main building and garage, including but not limited to: building demolition, demolition material transportation/disposal, and site restoration. Excludes concrete crushing – see Line 7 of bidders proposal _____ _____ Dollars Lump Sum	\$ _____ Bid Item 4 Total
5	Lump Sum	Subgrade feature abandonment, material removal and disposal, and backfilling (3 vaults [main building] and in-floor fluid conveyance system and oil/water separator [garage]). _____ _____ Dollars Lump Sum	\$ _____ Bid Item 5 Total
6	Lump Sum	Permanent Fence Installation along North Memorial Drive after main building demolition _____ _____ Dollars Lump Sum	\$ _____ Bid Item 6 Total

7	Per Ton	On site concrete crushing. Estimated tonnage to be 500 tons COST: \$_____/ton x 500 tons = \$_____	\$_____ Bid Item 7 Total
TOTALS ITEM 1 THROUGH 7			\$_____

If there are any exceptions, please list:

SIGNED BY: _____

Printed Name: _____

Company: _____

Address: _____

Phone: _____

Date: _____

We guarantee to complete this work in 45 days after written order is given

SCHEDULE

Date	Action
May 8, 2019	RFB distribution
May 22, 2019	Mandatory walkthrough on-site 10am-4pm
May 23, 2019	Questions regarding RFB due to Purchasing Agent prior to 4 PM, all question to be submitted via email to Kathryn.kasper@cityofracine.org
May 24, 2019	Addenda issued if needed
June 4, 2018 at 2 PM	RFB Submittal Deadline

****MANDATORY WALKTHROUGH****

MANDATORY WALKTHROUGH ON SITE MAY 22, 2019. PROPERTY WILL BE ACCESSIBLE FROM 10AM-4PM. THIS WILL BE THE ONLY DATE AND TIME THE PROPERTY CAN BE VIEWED. VENDOR MUST CHECK IN WITH CITY STAFF AND SIGN WAIVER IN ORDER TO WALK THROUGH PROPERTY. WAIVER WILL SERVE AS PROOF OF ATTENDANCE. MAKE SURE YOUR NAME AND BUSINESS NAME ARE LEGIBLE ON FORM.

Prepared for:
City of Racine

Prepared by:
Ramboll US Corporation

Date:
April 22, 2019

Project Number:
1690005036

PLANS AND TECHNICAL SPECIFICATIONS

DEMOLITION OF MAIN BUILDING AND GARAGE

RACINE STEEL CASTINGS SITE – SOUTH LOT

1425 NORTH MEMORIAL DRIVE

RACINE, WISCONSIN

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- Section 02 41 16 – Building Demolition
- Section 31 23 23 – Backfilling and Site Restoration

ATTACHMENTS

- Attachment 1: Plan Drawings
- Attachment 2: Building Inspection Report (KPH Environmental Corp., April 2019)
- Attachment 3: Analytical Laboratory Results of Sludge in Below Grade Pipe Exiting the Oil/Water Separator
- Attachment 4: Liability waiver for walkthrough

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SECTION 00 10 00
SUMMARY OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Work by Contractor
- B. Contractor use of site
- C. Work done by others
- D. Measurement and Payment

1.02 WORK DONE BY CONTRACTOR

- A. The work to be done under this Contract Document includes, but is not necessarily limited to, furnishing all labor, tools, equipment, materials, supplies, supervision, and administration for performing the following work:
 - 1. Contractor must obtain all required City, State, and Federal permits for work. This includes, but not limited to a sidewalk closure permit during demolition of the main building along North Memorial Drive.
 - 2. Install and maintain erosion control features, as necessary.
 - 3. Contractor must not complete any work, place or stage any materials, operate any vehicle, or allow demolition material to drop into the North Lot (work exclusion area). Surface soils are contaminated. Contractor is permitted to install temporary construction fencing to delineate work exclusion area.
 - 4. Complete demolition and removal of all structures (main building along 1425 North Memorial Drive and the garage in the northeast portion of the property) including:
 - a. Abatement of asbestos containing material (ACM) and removal of hazardous materials from both structures prior to demolition. Contractor shall read the attached Building Inspection Report (KPH Environmental Corp., April 2019; Attachment 2). Contractor shall be responsible for performing their own hazardous material evaluation prior to performance of work to verify current conditions.
 - b. Backfilling of the following vaults in the main building and in-floor fluid conveyance structures in the garage:
 - i. Main Building: three (3) vaults with miscellaneous debris, piping, tanks, and equipment.
 - ii. Garage in-floor fluid conveyance structures (in-floor oil/water separator and associated floor drains).
 - c. Demolition and removal of main two-story reinforced concrete building and concrete masonry block garage. The concrete floor slabs for both buildings are to remain in-place.
 - d. Remove all bollards either mechanically or using cutting methods to make flush with the surrounding area.

- e. Remove the above-grade portion of main two-story reinforced concrete building foundation wall by any means necessary to bring flush with existing grade.
 - f. Proper disposal of all materials/wastes generated during demolition of buildings.
5. Protect all surrounding structures, sidewalks, pavements, trees, and utilities, including items along the primary transportation ingress and egress on the property during performance of work. Install a temporary fence along Memorial Drive to protect public and traffic from demolition debris. Protect monitoring wells, especially MW-23 located within the main building and others as shown on SHEET 2 of the drawings. If damaged, contractor shall be responsible for damage. If damaged, repair or replacement costs will be deducted from the contract and repair/replacement will be completed under the supervision of the Owner or owner's representative.
 6. Control the spread of dust and debris offsite and avoid the creation of nuisance or hazard in the surrounding area. Water is not available on-site. A municipal fire hydrant is accessible along the southern property boundary, along the north side of Albert Street. Access to hydrant can be obtained from the City of Racine Water Utility. Contractor shall not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution. Contractor shall sweep pavement as often as necessary to control the spread of debris or soil that may result in foreign object damage potential to vehicular traffic or pedestrians. Where pedestrian or driver safety is endangered, contractor shall use traffic barricades with flashing lights.
 7. Install a permanent 6-foot tall, chain-link, fence with privacy screening along the former building property boundary along North Memorial Drive. Fence will be installed along sidewalk and require connections to the brick wall on the north end and an existing chain-link fence on the south end.
- B. The summary of work described above is an overall summary of work to be performed and the responsibilities of the Contractor. It does not supersede the specific requirements of the other CONTRACT DOCUMENTS.
- C. Buildings Scheduled for Demolition
1. Main building located at 1425 North Memorial Drive, Racine, WI.
 2. Garage located in the northeast corner of the property located at 1425 North Memorial Drive, Racine, WI.

The Redevelopment Authority of the City of Racine is the Owner of the Site and the buildings are available for demolition.

- a) Disconnection of electric service will be coordinated by Owner. Confirmation of disconnection of electric service will be provided to the Contractor prior to start of work.
- b) Disconnection of aerial telephone and cable utilities to the main building will be coordinated by Owner.
- c) The substantial completion of the project shall be no later than 45 working days after the notice to proceed date specified in the written notice to proceed.

1.03 CONTRACTOR USE OF SITE

- A. Access to Site: Site work is limited to weekdays between the hours of 7:00 AM and 5:00 PM.
- B. Contractor shall be responsible for site security and site safety throughout duration of contract.

1.04 WORK DONE BY OTHERS

- A. Three We Energies electrical meters (two on the main building and one on the garage), power lines, and utility pole (garage only) will be removed by We Energies prior to starting Work.

1.05 MEASUREMENT AND PAYMENT

A. PAYMENT

Payment will be made for costs associated with work outlined in the preceding areas of this Section and the bid form shown in CONTRACT DOCUMENTS.

B. MEASUREMENT

All items in this specification are lump sum. No additional items will be allowed unless authorized by Owner.

C. SALVAGE

Contractor shall have salvage rights to all materials.

1.05 HAZARDOUS MATERIALS

- A. Asbestos. Contractor shall have the option of performing point counts on any other bulk sample to show compliance. Bulk samples shall be performed near the base of any stockpile.
- B. One lead based paint sample per every 300 cubic yards of material demonstrating that the material does not contain lead based paint.
- C. One gradation test per every 1,000 cubic yards of material demonstrating that the material meets gradation requirements or is substantially equivalent.
- D. One Modified Proctor Density test per every 1,000 cubic yards of material.
- E. The Owner's Representative shall have the right to inspect stockpiles and final placement of materials and order corrective actions due to rebar and other materials being present in the material, staining, the suspected presence of asbestos, or inadequate compaction.
- F. It is the Contractor's responsibility to provide recycled aggregate that does not contain asbestos or lead based paint. The Contractor shall remove and dispose of any material at their own expense that becomes contaminated with asbestos or lead based paint due to demolition activities.

1.06 RECYCLED CLEAN AGGREGATE FILL

- A. Concrete, cinder block, and brick which is clean, free of asbestos (asbestos less than 1% based on PLM with additional point count testing on samples that are 1% or less or trace), lead based paint, and vermiculite residue, and which has rebar and reinforcing wire removed may be reused on site as clean aggregate fill.

- B. Contractor shall crush concrete, cinder block, and brick to the Gradation Requirements for Cover Material described in Table 36 of Standard Specifications for Sewer & Water Construction in Wisconsin, current edition or equivalent. Gradation is described as:

<u>Sieve Sizes</u>	<u>Percentage Passing by Weight</u>
1 inch	100%
¾ inch	80 - 100%
3/8 inch	50 – 80%
No. 4	35 – 65%
No. 40	15 – 30%
No. 200	5 – 15%

- C. Contractor shall supply to Owner's Representative the following test reports at least 1 week prior to use of material.
1. One asbestos Bulk Sample per every 300 cubic yards of material demonstrating that material does not contain asbestos greater than 1%, with point counts performed on samples that are trace to 1% asbestos. Contractor shall have the option of performing point counts on any other bulk sample to show compliance. Bulk samples shall be performed near the base of any stockpile.
 2. One lead based paint sample per every 300 cubic yards of material demonstrating that the material does not contain lead based paint.
 3. One gradation test per every 1,000 cubic yards of material demonstrating that the material meets gradation requirements or is substantially equivalent.
 4. One Modified Proctor Density test per every 1,000 cubic yards of material.
- D. The Owner's Representative shall have the right to inspect stockpiles and final placement of materials and order corrective actions due to rebar and other materials being present in the material, staining, the suspected presence of asbestos, or inadequate compaction.
- E. It is the Contractor's responsibility to provide recycled aggregate that does not contain asbestos or lead based paint. The Contractor shall remove and dispose of any material at their own expense that becomes contaminated with asbestos or lead based paint due to demolition activities.

1.07 RECYCLED BITUMINOUS ASPHALT PAVEMENT

- A. At the Owner's discretion, existing bituminous asphalt pavement shall be stripped and transported for recycling.

END OF SECTION 00 10 00

SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Procedural requirements for Work-related submittals including Demolition Progress Schedules, pre-demolition hazardous material verification, and other miscellaneous Work-related submittals.

1.02 DEFINITIONS

A. Submittal for Review:

1. Submittal for Owner or owner's representative's review in accordance with requirements of Contract Documents.

B. Submittal for Record:

1. Submittal for inclusion into Owner's records prior to Substantial Completion. Submittal will not be reviewed by Owner or owner's representative.

1.03 PRE-DEMOLITION HAZARDOUS MATERIALS VERIFICATION

A. Contractor shall acknowledge and provide verification of the 2019 Hazardous Materials Survey completed by others (Attachment 2).

B. If additional suspect materials are encountered by Contractor or Subcontractor, Contractor shall provide verification of the material and proper disposal.

C. The Contractor or Subcontractor approved by Owner or owner's representative or Owner, shall submit to the Owner or the Owner or owner's representative documentation that proves all companies and workers involved in asbestos abatement have the required certifications.

1.04 DEMOLITION PROGRESS SCHEDULES

A. Contractor shall prepare and submit Demolition Progress Schedule in accordance with CONTRACT DOCUMENTS.

B. No Work shall be conducted between 5:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays without written permission of Owner. Emergency work may be done without prior permission.

C. Project to be completed within 45 working days of order to proceed.

1.05 DISPOSAL DOCUMENTATION

A. Contractor shall provide documentation of the disposal and/or recycling for all items removed from the site.

1.06 TEST RESULTS AND CERTIFICATIONS

A. Contractor shall submit test results and certifications required in Specification sections, if necessary.

- B. Contractor shall submit test results upon completion of test or submittal of results from testing laboratory.
- C. Test results and certifications are submitted for Owner or owner's representative's review of conformance with specified requirements and information.

PART 2 PRODUCTS

(Not used.)

PART 3 EXECUTION

3.01 SUBMITTAL REQUIREMENTS

- A. Contractor shall provide complete copies of all required submittals. An electronic copy received by electronic mail is also acceptable. Contractor shall provide at least two copies of each submittal.

END OF SECTION 01 33 00

SECTION 01 35 29
SITE HEALTH AND SAFETY

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Disclosure - Chemical Characteristics.
- B. Health and Safety Plan.
- C. Public Safety.

1.02 REFERENCES

- A. Results of the Building Inspection Report, Attachment 2.
- B. Analytical laboratory results of below grade pipe exiting the oil/water separator located in the garage, Attachment 3.
- C. Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD), Wisconsin Department of Transportation, <http://wisconsin.gov>

1.03 DISCLOSURE - CHEMICAL CHARACTERISTICS

- A. Owner or owner's representative shall furnish other available reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required, as requested by Contractor, for proper performance of Contractor's services. Owner or owner's representative, however, assume no responsibility or liability for their accuracy or completeness, and all such documents and information will remain the property of the Owner.
- B. Polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), and metal contamination are found in soils, sewer sediment, and/or groundwater at varying concentrations. Attachment 3 provides the analytical results of the below grade pipe exiting the oil/water separator contents located in the garage.

1.04 HEALTH AND SAFETY PLANS

- A. The services to be performed under this Agreement are on and/or adjacent to a site which may contain hazardous substances on the surface and/or subsurface. Therefore, as a minimum, Contractor shall satisfy all federal, state and local statutes, regulations, and ordinances regarding health and safety, including, but not limited to, Title 29 Code of Federal Regulations (CFR) 1910.120 "Hazardous Waste Operations and Emergency Response" Occupational Safety and Health Administration (OSHA).
- B. Contractor must not complete any work, place or stage any materials, operate any vehicle, or allow demolition material to drop into the North Lot (work exclusion area). Surface soils are contaminated. Contractor is permitted to install temporary construction fencing to delineate work exclusion area.
- C. Contractor shall notify Owner of any chemical products to be used by Contractor while on the site premises and furnish Safety Data Sheets (SDS) for the chemical products, to Owner, before any such chemicals are brought on the premises throughout the duration of

this Agreement. Contractor shall comply with standards set in Title 29 CFR 1910.1200 in providing such notifications and SDS.

- D. Contractor shall provide all necessary safety equipment needed to perform the required work. Provide and properly utilize adequate ventilation and personal protection equipment, including respirators as required according to OSHA regulations.
- E. Contractor shall follow confined space entry procedures for personnel entering any excavations, pits, storm sewers, oil/water separators, or manholes on-site.

1.05 PUBLIC SAFETY

- A. Contractor shall protect finished and unfinished work against any damage, loss, or injury during the performance of and up to the completion day of the work.
- B. Contractor shall provide adequate protection wherever required to safeguard the work or the public. This includes protection of the public during demolition of the main building along Memorial Drive.
- C. Contractor shall maintain site security and protect all openings, surface obstructions, and open excavations with, permanent fencing, barricades, signs, and warning devices in accordance with local, state and federal requirements.

PART 2 - PRODUCTS

(Not used.)

PART 3 - EXECUTION

(Not used.)

END OF SECTION 01 35 29

SECTION 01 43 00
QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Quality Assurance - Control of Installation
- B. Demolition Documentation

1.02 RELATED SECTIONS

- A. Section 01 33 00 - Submittals

1.03 QUALITY ASSURANCE

- A. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. Contractor shall comply fully with manufacturers' instructions, including each step-in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, Contractor shall request clarification from Owner or owner's representative before proceeding.
- D. Contractor shall comply with specified standards as minimum quality for the Work, except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. The Work shall be performed by persons qualified to produce workmanship of specified quality.

1.04 DEMOLITION DOCUMENTATION SERVICES

- A. Report will be submitted by Contractor to the Owner, indicating observations and results of the pre-demolition hazardous materials verification (to be completed by Contractor) and indicating compliance or non-compliance with Contract Documents.
- B. Contractor shall cooperate with Owner or owner's representative to furnish additional samples of demolition materials, should additional samples be required by the disposal facility.
 - 1. Contractor shall provide Owner or owner's representative with at least 48-hours of advanced notice if additional sampling is required.
 - 2. Contractor shall make arrangements with Owner or owner's representative to schedule the necessary sampling and pay for additional samples and tests required for Contractor's use.
- C. If retesting is required because non-conformance to specified requirements, the samples shall be collected by the Owner or owner's representative and Contractor shall pay for retesting.

PART 2 – PRODUCTS

(Not used.)

PART 3 – EXECUTION

(Not used.)

END OF SECTION 01 43 00

SECTION 01 57 00
ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor, in executing the Work, shall maintain Work areas on- and off-site free from environmental pollution that would be in violation of federal, state or local regulations. This includes management of visual aesthetics, noise, and solid waste, as well as other pollutants and resources encountered or generated by the Contractor.
- B. Environmental pollution and damage are defined as the presence of hazardous, chemical, physical, or biological elements or agents which:
 - 1. Adversely affect human health or welfare;
 - 2. Unfavorably alter ecological balances of importance to human life;
 - 3. Affect other species of importance to humankind;
 - 4. Degrade the utility of the environment for aesthetic, cultural, and historical purposes;
or
 - 5. Result in a diminution in property value.

1.02 REFERENCES

- A. City of Racine, Code of Ordinances

1.03 PROTECTION OF SEWERS

- A. Contractor shall prevent demolition material, pavement, concrete, earth or other debris from entering existing sewer structures which are identified to remain on-site.

1.02 PROTECTION OF MONITORING WELLS

- A. Contractor shall protect and prevent damage to monitoring wells within the main building and near demolition activities.

1.04 EROSION AND SEDIMENT CONTROL

- A. Contractor shall comply with provisions of City of Racine, Code of Ordinances as it relates to the Work.
- B. Contractor shall apply appropriate best management practices to protect project area and adjacent lands. These measures may include, but not be limited to, fabric mat, hay bales, filter barriers, sediment traps, and basins.
- C. Contractor shall select methods of erosion and sediment control for the specific job site and adjust sediment control measures in field to meet conditions encountered.

1.05 DISPOSAL OF EXCESS EXCAVATED AND OTHER WASTE MATERIALS

- A. Contractor shall remove and containerize all materials and fluids in the oil/water separator and exit pipe located in the garage. Liquids and solids shall be segregated and be placed in a location as directed by the Owner or owner's representative.

- B. Excess material and other waste material shall be transported and disposed of in accordance with federal, state, and local solid and hazardous waste regulatory requirements.

1.06 PROTECTION OF AIR QUALITY

- A. Contractor shall minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment and shall encourage shutdown of motorized equipment not in use.
- B. Burning of trash on-site is prohibited.
- C. If temporary heating devices are necessary for protection of Work, the devices shall not cause air pollution.

1.07 USE OF CHEMICALS

- A. Use and disposal of chemicals and residues shall comply with manufacturer's instructions.

1.08 NOISE CONTROL

- A. Contractor shall conduct operations to cause least annoyance to residents in vicinity of Work and comply with applicable local ordinances.
- B. Contractor shall equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Compressors shall be equipped with silencers on intake lines.
- C. Contractor shall equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
- D. Contractor shall line storage bins and hoppers with material that will deaden sounds.
- E. Contractor shall conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.
- F. Contractor shall route vehicles carrying rock, concrete or other material over such streets as will cause least annoyance to public and do not operate on public streets between hours of 5:00 p.m. and 7:00 a.m., or on Saturdays, Sundays or legal holidays unless approved by Owner.

1.09 DUST CONTROL

- A. Contractor shall take special care in maintaining owner's existing roads, and public roads used during demolition operations in clean, dust-free condition.
- B. Contractor shall conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
- C. Contractor shall comply with local environmental regulations for dust control. If Contractor's dust control measures are considered inadequate by Owner or owner's representative, Owner or owner's representative and Owner may require Contractor apply additional dust control measures.

1.10 FUELS AND LUBRICANTS

- A. Contractor shall minimize use of potentially hazardous materials including fuels and lubricants.

- B. Contractor shall keep motorized equipment in good working order with no fuel or lubricant leakage. Contractor shall protect ground surface from leakage using tarps or other material methods.
- C. If grease, oil, solvent, or other residue from Contractor operations occurs, Contractor shall conduct remedial investigation and remediate as required by Owner.
- D. Contractor shall not change oil on equipment or store or dispose of fuels, solvents, lubricants, or other potentially hazardous materials on site.

PART 2 - PRODUCTS

(Not used.)

PART 3 - EXECUTION

(Not used.)

END OF SECTION 01 57 00

SECTION 02 26 00
ENVIRONMENTAL SITE CONCERNS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Contractor shall be aware of environmental site conditions and perform their own pre-demolition hazardous materials evaluation to verify current conditions.
- B. Abatement of asbestos containing materials (ACM) and removal of hazardous materials from the structures prior to demolition. Refer to Attachment 2 for Building Inspection Report (completed by others in 2019).
- C. Contractor, in executing Work, shall maintain Work areas on- and off-site free from environmental pollution that would be in violation of federal, state or local regulations.
- D. Contractor is to remove and containerize all materials and fluids in the oil/water separator and exit pipe. Liquids and solids shall be segregated and be placed in a location directed by the Owner or owner's representative.

1.02 RELATED SECTIONS

- A. Section 01 33 00 - Submittals
- B. Section 01 35 29 - Site Health and Safety
- C. Section 01 57 00 - Environmental Protection

1.03 REFERENCES

- A. All applicable parts of the United States Department of Labor, Occupation Safety & Health Administration (OSHA) standards in 29 CFR Part 1910 *Occupational Safety and Health Standards* and Part 1926 *Safety and Health Regulations for Construction* including Part 1926.1101, *Asbestos*.
- B. U. S. Environmental Protection Agency (USEPA) standards in 40 CFR Part 763, *Asbestos, Asbestos Hazard Emergency Response Act (AHERA)*.
- C. Wisconsin State Statutes Chapter 254, *Environmental Health*.
- D. Wisconsin Administrative Code (WAC) Chapter DHS 159, *Certification and Training Course Requirements for Asbestos Activities*.
- E. WAC Chapter NR 447, *Control of Asbestos Emissions*.

1.04 CERTIFICATIONS

- A. Asbestos abatement activities must be conducted by asbestos companies, supervisors, and workers currently certified by the Asbestos and Lead Section of the Wisconsin Department of Health Services (DHS) and WAC Chapter DHS159. Certifications shall include, but are not limited to, the following:
 - Asbestos Company [in accordance with DHS 159.14]
 - Asbestos Supervisor [in accordance with DHS 159.05(2)(a)]
 - Asbestos Worker [in accordance with DHS 159.05(2)(b)]
 - Exterior Asbestos Supervisor [in accordance with DHS 159.05(2)(f)]
 - Exterior Asbestos Worker [in accordance with DHS 159.05(2)(g)]

The Asbestos Abatement Contractor shall have a Job Superintendent present on the project site at all times that work is in progress. The Job Superintendent shall be a certified Asbestos Supervisor, thoroughly familiar with and experienced at asbestos abatement, characterization, bulking, transportation, and disposal activities and other related work, and shall be familiar with and shall enforce the use of all applicable safety procedures and equipment. The Job Supervisor shall be knowledgeable of, and enforce, all applicable Wisconsin Department of Natural Resources (WDNR), USEPA, and OSHA requirements and guidelines.

The Asbestos Abatement Contractor shall provide workers that are certified Asbestos Workers familiar with and experienced at asbestos abatement, characterization, bulking, transportation, and disposal activities and other related work; and Asbestos Workers shall be familiar with the use of applicable safety procedures and equipment.

The Asbestos Abatement Contractor shall submit to the Owner or the Owner or owner's representative documentation that proves all companies and workers involved in asbestos abatement have the required certifications.

1.07 ASBESTOS CONTAINING MATERIAL

- A. Contractor shall conform to applicable federal, state, and local codes for handling asbestos containing materials, dust control, and disposal.
- B. Contractor shall obtain required permits from federal, state, and local authorities. Contractor shall be solely responsible for complying with all permit requirements.

1.06 CONTAMINATED SITE MATERIAL REMOVAL

- A. Contractor shall conform to applicable regulatory procedures if hazardous or contaminated materials are discovered.
- B. Known or suspect hazardous materials including, but not limited to Asbestos Containing Materials (ACM), mercury containing lightbulbs, fire extinguishers (possible freon/CFCs), and metal posts containing lead paint on the exterior of the post.
- C. Contractor shall obtain required permits from federal, state, and local authorities. Contractor shall be solely responsible for complying with all permit requirements.

PART 2 - PRODUCTS

(Not used.)

PART 3 - EXECUTION

3.01 ABATEMENT OF ASBESTOS CONTAINING MATERIALS

- A. Contractor shall abate and dispose of ACMs as identified in the Building Inspection Report (completed by others in 2019; see Attachment 2).
- B. Contractor shall abate and dispose of any additional ACM otherwise identified by the Contractor.
- C. Contractor shall notify Owner or owner's representative upon completion of abatement and disposal activities and provide Owner or owner's representative with verification of ACM and hazardous material abatement.

3.02 REMOVAL OF HAZARDOUS MATERIALS

- A. Contractor shall remove and properly recycle or dispose of hazardous materials as identified in the Building Inspection Report (completed by others in 2019; see Attachment 2) or otherwise identified by the Contractor.

END OF SECTION 02 26 00

SECTION 02 41 16
BUILDING DEMOLITION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preparation
- B. Selective Demolition
- C. Demolition of structures (main building and garage) and removal of materials from site

1.02 RELATED SECTIONS

- A. Section 01 35 29 - Site Health and Safety
- B. Section 01 57 00 - Environmental Protection
- C. Section 02 26 00 - Environmental Site Concerns
- D. Section 31 23 23 - Backfilling and Site Restoration

1.03 REFERENCES

- A. Wisconsin Administrative Code NR 447, Control of Asbestos Emissions
- B. Title 29 CFR 1926.1101, Asbestos
- C. Title 29 CFR 1926, Subpart T – Demolition

1.04 PROJECT RECORD DOCUMENTS

- A. Contractor shall accurately record actual locations of capped utilities, and subsurface obstructions. Submit to Owner upon project completion.
- B. Contractor shall provide disposal receipts for any and all material disposed or recycled.

1.05 QUALIFICATIONS

- A. Demolition Firm: Company specializing in performing the Work of this Section.
- B. Contractors must be pre-qualified by the City of Racine. Forms can be found at www.cityofracine.org/departments/public-works/forms/dpw-forms/.

1.06 REGULATORY REQUIREMENTS

- A. Contractor shall conform to applicable federal, state, and local codes for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal. This requirement shall include a pre-demolition survey conducted by a competent person (documented in accordance with Title 29 CFR 1926 Subpart T).
- B. Contractor shall provide necessary notifications and obtain required permits from federal, state, and local authorities. Contractor shall be solely responsible for complying with all permit requirements.
- C. Contractor shall notify affected utility companies before starting work and comply with their requirements. Contractor shall verify that all utilities have been disconnected, capped, or otherwise controlled, at or outside the building.

- D. Contractor shall not close or obstruct roadways, sidewalks, and hydrants without permits.
- E. Contractor shall conform to applicable regulatory procedures if hazardous or contaminated materials are discovered.

1.07 SCHEDULING

- A. Contractor shall submit demolition procedures and schedule to Owner and Owner or owner's representative.
- B. Contractor shall submit schedule and completion date with completed bid form.
- C. Contractor shall perform the work of this Section during the week between the hours of 7:00 AM and 5:00 PM. Weekend or holiday work will not be conducted without the approval of the Owner.

PART 2 - PRODUCTS

(Not used.)

PART 3 - EXECUTION

3.01 PREPARATION

- A. Contractor shall notify the Owner or owner's representative regarding the planned schedule for demolition, removal, and/or abandonment of structures.
- B. Prior to demolition, contractor shall accomplish the following for both the main building and the garage:
 - 1. Verify electrical, natural gas, and plumbing services shut-off and removed (if applicable).
 - 2. Inspect the structure materials and contents to identify any materials that require special handling or disposal.
- C. Contractor shall provide, erect, and maintain temporary barriers and security devices as necessary to supplement existing fencing and provide safety to the general public along Memorial Drive during demolition of main building.
- D. Condition of structures: The Owner and Owner or owner's representative assume no responsibility for the current condition of the structure to receive selective demolition. Conditions existing at the time of Contractor's inspection for bidding purposes will be maintained insofar as is practicable.
- E. Contractor shall protect existing fencing, landscaping materials, appurtenances, and structures which are not to be demolished.

3.02 SELECTIVE DEMOLITION

- A. Contractor shall remove materials and building components not acceptable for general landfill disposal. That includes insulation fittings, fluorescent light fixtures, sodium light fixtures, electric transformers, mercury switches, lead and other potentially hazardous material containing items.
- B. Upon removal, Owner or owner's representative shall have an opportunity to inspect and confirm removal of hazardous materials. Contractor will communicate with Owner or owner's representative, as appropriate, when hazardous materials have been removed.

- C. Contractor shall transport and dispose or recycle identified hazardous materials properly in accordance with applicable local, state, and federal regulatory requirements.
- D. Contractor shall provide disposal documentation to Owner or owner's representative upon receipt.
- E. Contractor has salvage rights to all materials.

3.03 BACKFILLING OF VAULTS AND IN-FLOOR FLUID CONVEYANCE STRUCTURES

- A. Vaults and in-floor oil/water separator and trench floor drains will be backfilled in accordance with Specification Section 31 23 23 – Backfilling and Site Restoration.

3.04 DEMOLITION OF STRUCTURES AND REMOVAL OF MATERIALS FROM SITE.

- A. Prior to demolition, Contractor shall remove all hazardous materials in accordance with local, state, and federal regulations and Section 02 26 00 – Environmental Site Concerns.
- B. Contractor shall conduct operations with minimum interference to public or private accesses.
- C. Contractor shall identify utilities (if any) within demolition areas
- D. Contractor shall notify Owner or owner's representative if additional presumed asbestos containing material is discovered during demolition. If it cannot be safely removed prior to demolition in accordance with Specification 02 26 00 – Environmental Site Concerns, Contractor shall comply with applicable portions of WAC NR 447.08 and 29 CFR 1926.1101.
- E. Contractor shall notify Owner or owner's representative if any type of hazardous chemicals, gases, explosives, or other dangerous substances are encountered.
- F. Contractor shall minimize dust generated during performance of work. Contractor shall provide necessary water hoses and connections for this purpose. Erect debris chutes as necessary to minimize dust. Please note water is not available on-site. However, a municipal fire hydrant is accessible along the western property boundary, south of the main building. Access to hydrant can be obtained from the City of Racine Water Utility. Hydrant access and water volume to be paid by Contractor.
- G. Contractor shall promptly remove demolished materials from site and transport to landfill suitable for demolition waste. Concrete masonry units or concrete block from the garage (including painted concrete block) is to be stockpiled on-site within 300 feet of the demolition at a location designated by the Owner or owner's representative.

3.05 DEMOLITION OF FOUNDATIONS

- A. The existing concrete building slab and below-grade foundation have been identified to remain following demolition of the structure.
- B. Existing concrete columns and above-grade foundation walls must be removed to match the surrounding building slab on grade by any means necessary.
- C. Contractor shall complete a rough grade of the surface adjacent to main building slab to provide for a smooth transition. Contractor is not permitted to complete rough grade of the surface along areas bordered by the work exclusion area (North Lot)

- D. Burning or burying materials on site is prohibited. Contractor shall be responsible for removing all materials procured to the site for the Work prior to demobilization.

END OF SECTION 02 41 16

SECTION 31 23 23
BACKFILLING AND SITE RESTORATION

PART 1 - GENERAL

- 1.01 SECTION INCLUDES
 - A. Backfilling vaults (utility vaults within main building) and in-floor fluid conveyance structures (oil/water separator and trench floor drains in garage).
- 1.02 RELATED SECTIONS
 - A. Section 02 26 00 – Environmental Site Concerns
 - B. Section 02 41 16 – Building Demolition
- 1.03 SUBMITTALS
 - A. Contractor shall provide Owner or owner’s representative with documentation of clean backfill source prior to material being brought on-site. Contractor shall provide Owner or owner’s representative with the documentation prior to beginning demolition activities.

PART 2 PRODUCTS

- 2.01 BACKILL MATERIAL
 - A. Excavatable Backfill, Non-Air Entrained, Controlled Low Strength Material (Flowable Fill) – Vaults and In-Floor Fluid Conveyance Structures: Combination of Portland cement, fly ash, fine aggregate, and water with the following mix design:

Type 1 Portland Cement*	20-40 pounds per cubic yard (lbs/yd ³)
Sand*	250-600 lbs/yd ³
Water**	**
28-day Compressive Strength***	50 to 150 pound per square-inch (psi)

*Other types of Portland cement and aggregate meeting the requirements of flowable fill may be used with prior approval of the Owner or owner’s representative.

**Select water content as necessary to produce a consistency that will result in a flowable, self-leveling product at the time of placement.

***The requirement for air, 28-day compressive strength are for laboratory design only and are not jobsite acceptance requirements.

PART 3 - EXECUTION

- 3.01 EXAMINATION
 - A. Contractor shall verify with Owner or owner’s representative that backfill materials are acceptable.
- 3.02 BACKFILLING
 - A. Contractor shall backfill the vaults and in-floor fluid conveyance structures with flowable fill. Flowable fill will match existing slab grade.

- B. Contractor shall grade areas affected by demolition to promote natural drainage. Finished site shall be within 2-inches of grades of adjacent surfaces.
- C. Contractor shall not grade areas adjacent to the concrete slab bordered by the work exclusion area (North Lot).

END OF SECTION 31 23 23

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PLAN DRAWINGS AND SPECIFICATIONS

**BUILDING DEMOLITION
RACINE STEEL CASTINGS SOUTH LOT
1425 NORTH MEMORIAL DRIVE
RACINE, WISCONSIN
APRIL 2019**



INDEX TO DRAWINGS

1. Cover Sheet
2. Site Layout
3. Garage Features and Floor Plan
4. Main Building Features and Floor Plan

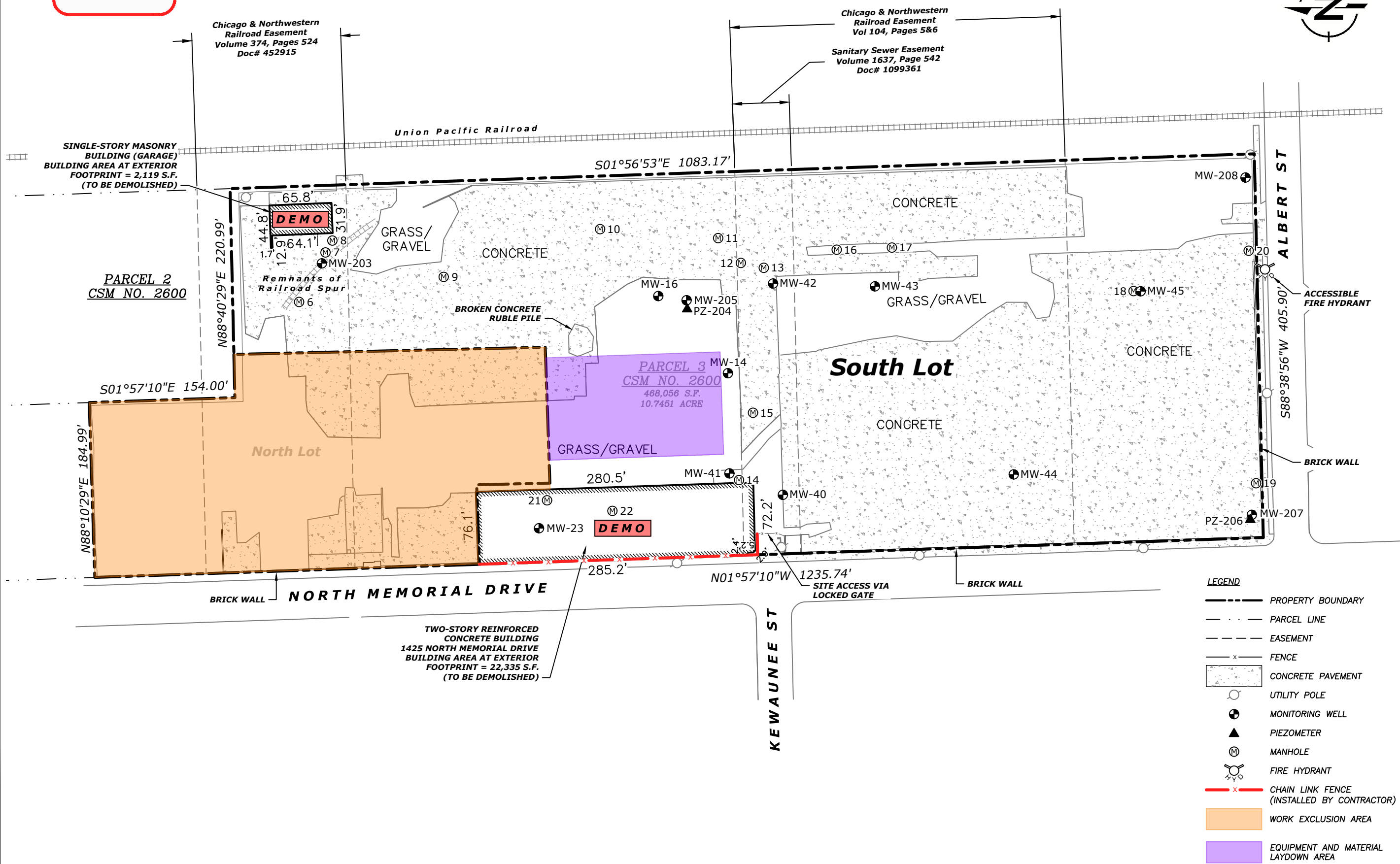
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PREPARED BY

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April 2019

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DATE: 4/5/19	

SITE LAYOUT
 RACINE STEEL CASTINGS SOUTH LOT
 1425 NORTH MEMORIAL DRIVE
 RACINE, WISCONSIN

- LEGEND**
- PROPERTY BOUNDARY
 - PARCEL LINE
 - EASEMENT
 - FENCE
 - CONCRETE PAVEMENT
 - UTILITY POLE
 - MONITORING WELL
 - PIEZOMETER
 - MANHOLE
 - FIRE HYDRANT
 - CHAIN LINK FENCE (INSTALLED BY CONTRACTOR)
 - WORK EXCLUSION AREA
 - EQUIPMENT AND MATERIAL LAYDOWN AREA

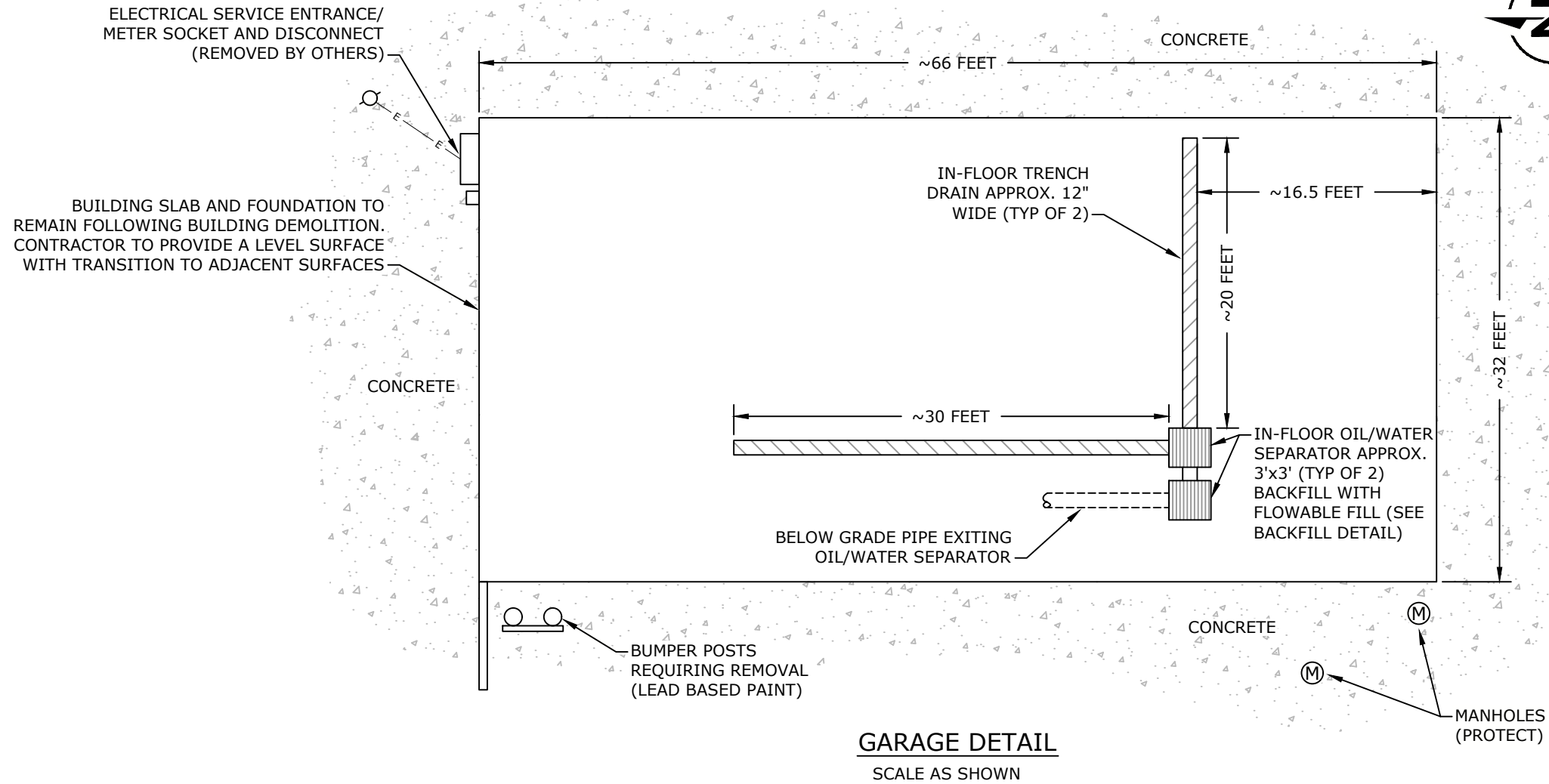


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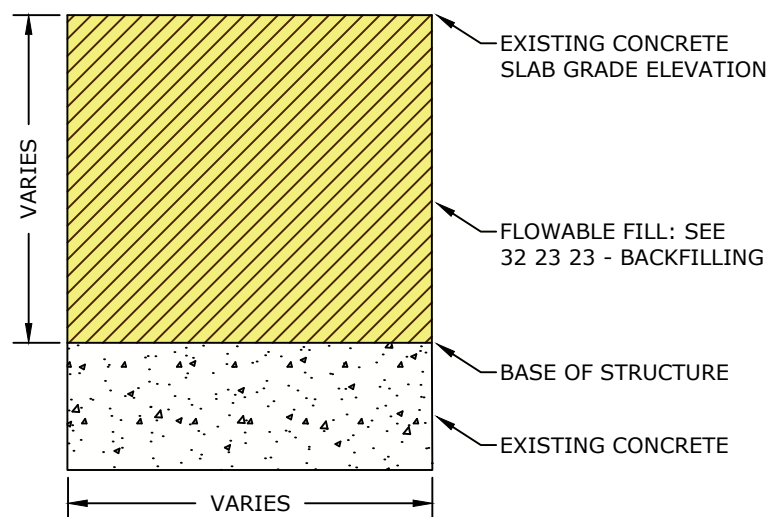
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GARAGE DETAIL
SCALE AS SHOWN



TYPICAL IN-FLOOR FLUID CONVEYANCE STRUCTURE BACKFILL DETAIL
SCALE AS SHOWN

NOTES

1. CONTRACTOR RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL DEMOLITION MATERIALS AND HAZARDOUS MATERIALS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.
2. OVERHEAD UTILITIES (ELECTRICAL, TELEPHONE, ETC.) WILL BE DISCONNECTED AND REMOVED BY OTHERS.
3. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR PERFORMANCE OF WORK.
4. HAZARDOUS MATERIALS (ASBESTOS, LEAD PAINT, MERCURY SWITCHES, ECT.) HAVE BEEN IDENTIFIED WITHIN THE GARAGE. REFER TO ATTACHMENT 2 (2013 HAZARDOUS MATERIALS SURVEY) FOR FURTHER INFORMATION. CONTRACTOR WILL VERIFY PRESENCE OF HAZARDOUS MATERIALS.
5. EXISTING SITE PERIMETER FENCING TO REMAIN IN PLACE DURING AND FOLLOWING GARAGE DEMOLITION.
6. CONTRACTOR TO PROVIDE ALL NECESSARY TEMPORARY SITE CONSTRUCTION BARRIERS SURROUNDING WORK AREA.
7. MONITORING WELLS, STORM SEWERS, AND SANITARY SEWERS LOCATED ADJACENT TO THE DEMOLITION AREAS TO REMAIN AND SHALL BE PROTECTED. ANY DAMAGES CAUSED TO THE MONITORING WELLS, STORM SEWERS, OR SANITARY SEWERS BY THE CONTRACTOR SHALL BE REPAIRED AT THE SOLE COST OF THE CONTRACTOR UNDER THE SUPERVISION OF THE ENGINEER.
8. CONTRACTOR TO PROTECT EXISTING PAVED SURFACES ADJACENT TO THE DEMOLITION AREAS FROM DAMAGE TO EXTENT POSSIBLE.
9. BACKFILL IN-FLOOR TRENCHES AND OIL/WATER SEPARATOR WITH CLEAN FLOWABLE FILL APPROVED MATERIAL PER THE REQUIREMENTS IN SECTION 31 23 23 - BACKFILLING IN THE SPECIFICATIONS.

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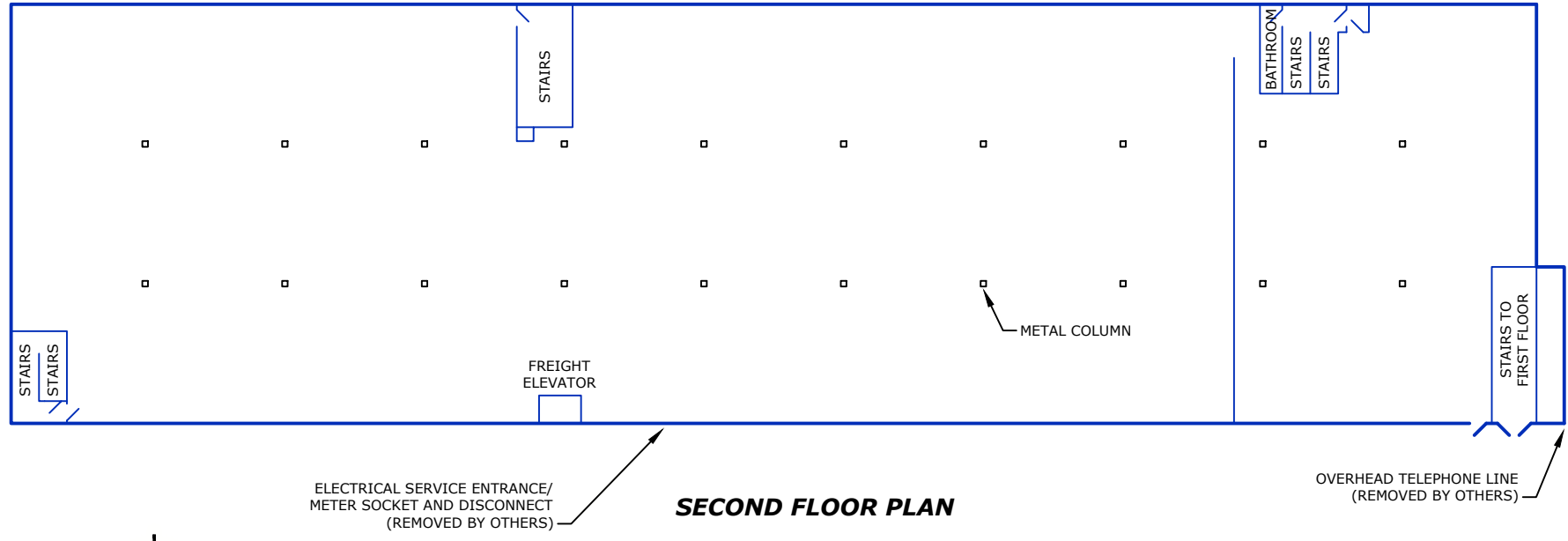
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GARAGE FEATURES AND FLOOR PLAN
RACINE STEEL CASTINGS SOUTH LOT
1425 NORTH MEMORIAL DRIVE
RACINE, WISCONSIN

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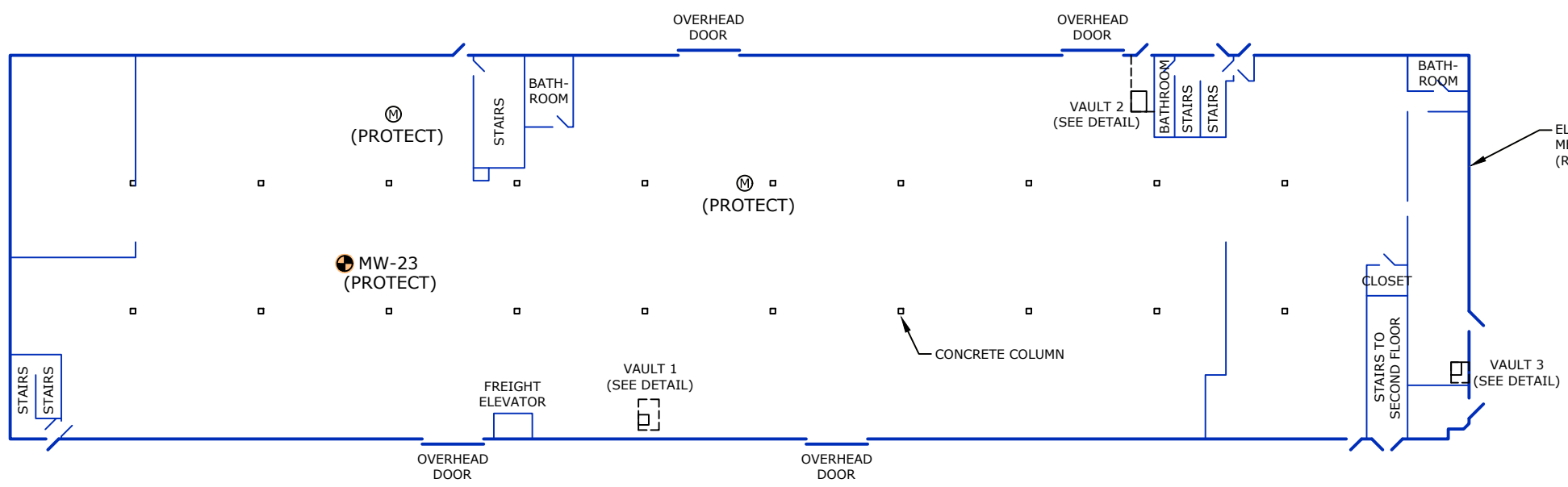
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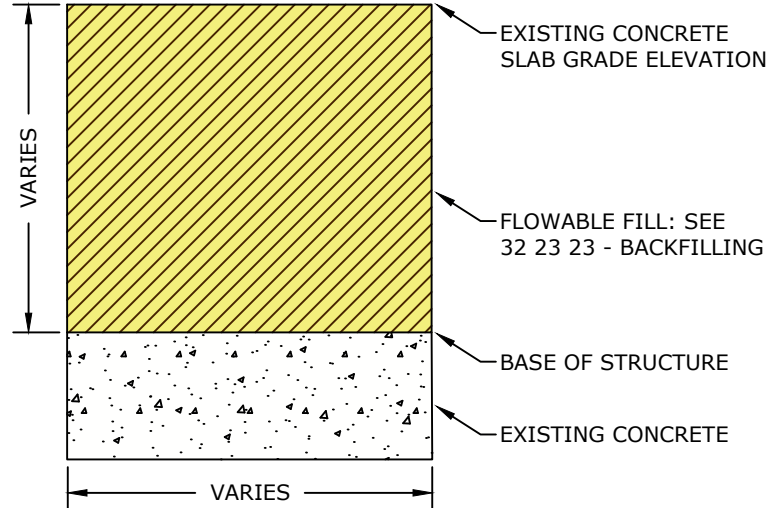
SECOND FLOOR PLAN

NOTES

1. CONTRACTOR RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL DEMOLITION MATERIALS AND HAZARDOUS MATERIALS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.
2. OVERHEAD UTILITIES (ELECTRICAL, TELEPHONE, ETC.) WILL BE DISCONNECTED AND REMOVED BY OTHERS.
3. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR PERFORMANCE OF WORK.
4. HAZARDOUS MATERIALS (ASBESTOS, LEAD PAINT, MERCURY SWITCHES, ECT.) HAVE BEEN IDENTIFIED WITHIN THE MAIN BUILDING. REFER TO ATTACHMENT 2 (2013 HAZARDOUS MATERIALS SURVEY) FOR FURTHER INFORMATION. CONTRACTOR WILL VERIFY PRESENCE OF HAZARDOUS MATERIALS.
5. EXISTING SITE PERIMETER FENCING TO REMAIN IN PLACE DURING AND FOLLOWING MAIN BUILDING DEMOLITION.
6. CONTRACTOR TO PROVIDE ALL NECESSARY TEMPORARY SITE CONSTRUCTION BARRIERS SURROUNDING WORK AREA INCLUDING CLOSURE OF SIDEWALK ALONG MEMORIAL DRIVE.
7. MONITORING WELL, STORM SEWERS, AND SANITARY SEWERS LOCATED WITHIN AND ADJACENT TO THE DEMOLITION AREAS TO REMAIN AND SHALL BE PROTECTED. ANY DAMAGES CAUSED TO MONITORING WELLS, STORM SEWERS, OR SANITARY SEWERS BY THE CONTRACTOR SHALL BE REPAIRED AT THE SOLE COST OF THE CONTRACTOR. UNDER THE SUPERVISION OF THE ENGINEER.
8. CONTRACTOR TO PROTECT EXISTING PAVED SURFACES ADJACENT TO THE DEMOLITION AREAS FROM DAMAGE TO EXTENT POSSIBLE.
9. BACKFILL VAULTS WITH CLEAN FLOWABLE FILL APPROVED MATERIAL PER THE REQUIREMENTS IN SECTION 31 23 23 - BACKFILLING IN THE SPECIFICATIONS.
10. CONTRACTOR TO PROVIDED AND INSTALL CHAIN LENGTH FENCE ALONG NORTH MEMORIAL DRIVE SIDEWALK AND DEMOLISHED MAIN BUILDING WALL. FENCE WILL CONNECT TO THE EXISTING CHAIN LENGTH FENCE AND MASONRY BRICK WALL.



FIRST FLOOR PLAN



TYPICAL VAULT BACKFILL DETAIL
SCALE AS SHOWN

APPROXIMATE VAULT VOLUMES
 VAULT 1: 6 CUBIC YARDS
 VAULT 2: 15 CUBIC YARDS
 VAULT 3: 3 CUBIC YARDS

LEGEND	
	MANHOLE
	MONITORING WELL



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MAIN BUILDING FEATURES AND FLOOR PLAN
 1425 NORTH MEMORIAL DRIVE
 RACINE, WISCONSIN

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PRE-DEMOLITION RE-INSPECTION REPORT

Job Site:

**1425 Memorial Drive
Racine, Wisconsin**

For:

**City of Racine
Department of City Development
Attn.: Michael Lechner
730 Washington Avenue, Room 102
Racine, Wisconsin 53403**

KPH Project # 19-400-120

Dean Jacobsen
Asbestos Inspector No. AII – 14370

Prepared by:

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

April 2019

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1425 Memorial Drive

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EXECUTIVE SUMMARY

KPH Environmental Corp (KPH), was retained by the City of Racine Department of City Development to conduct a re-inspection of the main building and garage at 1425 Memorial Drive, Racine, Wisconsin, prior to demolition. KPH conducted a visual re-inspection for additional suspect asbestos containing materials and lead based painted surfaces, and collected asbestos bulk samples and paint samples for laboratory analysis.

The building had previously been inspected by KPH in September 2013 for suspect asbestos containing materials, lead based painted surfaces, and other hazardous materials (Building Inspection Report, 1425 Memorial Drive, Racine, Wisconsin, October 2013). During that inspection asbestos containing floor tile, mastic, tar, window glazing compound, pipe insulation, ceiling mastic, and roof flashing had been identified in the main building and garage. In addition, lead based paint had been identified on several surfaces. Universal wastes such as fluorescent light fixtures and Freon containing equipment had been observed.

During this re-inspection, asbestos was detected above the regulatory level of 1% in insulation laying on the floor on the south stair and in a mechanical equipment pit near the southeast stair of the main building, plus floor tile mastic in the garage. Other materials tested during the inspection do not contain asbestos. Results are in Section II.

Current federal, state, and local regulations require abatement of asbestos containing materials (more than 1% asbestos) prior to demolition that are friable or those that will become friable or be cut, ground, sanded, or abraded during demolition. The owner must also notify the Wisconsin Department of Natural Resources at least 10 business days prior to the start of abatement or demolition. ACM must be abated by a Wisconsin certified asbestos company as required by DHS 159 of the Wisconsin Administrative Code (WAC).

Lead was detected in paint or coating on surfaces tested during this re-inspection. Lead based paint was not detected. Results are in Section II.

I. INTRODUCTION

KPH Environmental Corp., (KPH) was retained by the City of Racine Department of City Development to conduct a re-inspection of the main building and garage at 1425 Memorial Drive, Racine, Wisconsin, for the following:

- Suspect asbestos containing materials
- Suspect lead painted surfaces

The buildings are scheduled for demolition. Michael Lechner, of the City of Racine Department of City Development, authorized KPH to conduct a building re-inspection and to analyze samples collected during the inspection. **The re-inspection of the main building and garage at 1425 Memorial Drive, Racine, Wisconsin, was conducted on April 16, 2019, to cover the items listed above.** The re-inspection was conducted by Dean Jacobsen, Wisconsin Asbestos Inspector License

No. 14370. Additional information on the inspection and results are contained in the following sections.

II. ASEBSTOS INSPECTION

A. Methods

This asbestos inspection included a visual determination as to the extent of visible and accessible additional suspect materials in the buildings that had not been previously identified due to inaccessibility or changes in proposed use of demolished building materials, sampling and documentation of any additional suspect materials found, and quantification of observable and accessible positive materials existing within the spaces.

Bulk sampling involves inspecting all or part of a building (depending on the project scope) and identifying suspect asbestos containing materials. According to the U.S..EPA, this includes all materials except wood, metal, and glass. After suspect materials are identified, the inspector divides the building into homogeneous areas. Homogeneous areas contain materials that are alike in color, composition, age of installation, and any other aspect. If any differences are identified during the inspection, a separate homogeneous area is established.

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

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

B. List of Suspect Asbestos Containing Materials

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

- Glass block mortar
- Concrete block/mortar
- Ceramic tile
- Pipe gasket
- Pipe insulation
- Electrical wire insulation
- Brick/mortar
- Floor tile/mastic

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

C. The Laboratory

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

The microscopist visually estimates relative amounts of each constituent using a stereoscope if necessary. The test results are based on a visual determination of relative volume of the bulk sample components. The results are valid only for the item tested. Where the first sample of a homogeneous material contained more than 1% asbestos, the subsequent samples of that material were not analyzed.

Current regulations state asbestos containing materials (ACM) means material containing more than 1% asbestos as determined using the method specified in Appendix E, Subpart E, 40 CFR Part 763 Section I, Polarized Light Microscopy. Bold values indicate that the material contains more than 1% asbestos.

D. Samples and Results

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

Sample #	Location and Description	Results	Homogeneous Code
58A-1425	2 nd floor – south bay – on south window – glass block mortar	Negative	MGBM
58B-1425	2 nd floor – main bay – on east window – glass block mortar	Negative	MGBM
58C-1425	1 st floor – main bay – on northwest window – glass block mortar	Negative	MGBM
59A-1425	2 nd floor – south bay – northeast wall – concrete block/ mortar	Negative	MCB
59B-1425	2 nd floor – main bay – east stair wall – concrete block/ mortar	Negative	MCB
59C-1425	1 st floor – main bay – north wall – concrete block/mortar	Negative	MCB
60A-1425	1 st floor – east stair – in electrical boxes – gray ceramic spark arrestor	Negative	MSAy
61A-1425	1 st floor – east stair – on pump pipe connection – rubber gasket	Negative	TGK
62A-1425	1st floor – east stair – on floor near pump – white insulation	Positive 50% Chrysotile	TSIw

Sample #	Location and Description	Results	Homogeneous Code
63A-1425	2 nd floor – southeast stair – in electrical box – wire insulation	Negative	MWI
64A-1425	1st floor – main bay – in mechanical pit north of southeast stair - <15” pipe insulation fitting	Positive 50% Chrysotile	TF15
65A-1425a	Exterior – southeast wall – brick	Negative	MBR
65A-1425b	Exterior – southeast wall – mortar	Negative	MBR
65B-1425a	Exterior – north wall – brick	Negative	MBR
65B-1425b	Exterior – north wall – mortar	Negative	MBR
65C-1425a	Exterior – southwest wall – brick	Negative	MBR
65C-1425b	Exterior – southwest wall – mortar	Negative	MBR
66A-1425	Garage Exterior – southwest wall – concrete block/ mortar #2	Negative	MCB2
66B-1425	Garage Exterior – northwest wall – concrete block/ mortar #2	Negative	MCB2
66C-1425	Garage Exterior – southeast wall – concrete block/ mortar #2	Negative	MCB2
67A-1425	Garage – on east window – glass block mortar #2	Negative	MGBM2
68A-1425a	Garage – northwest corner – 12” gray and brown floor tile	Negative	MF12yn
68A-1425b	Garage – northwest corner – under 12” gray and brown floor tile – black mastic	Positive 3% Chrysotile	MF12yn

Homogeneous Material Codes

MGBM	Glass Block Mortar Main Building
MGBM2	Glass Block Mortar Garage
MCB	Concrete Block/Mortar Main Building
MCB2	Concrete Block/Mortar Garage
MSAy	Gray Spark Arrestor
MWI	Electrical Wire Insulation
MBR	Brick/Mortar
MF12yn	12” Gray & Brown Floor Tile/Mastic
TGK	Pipe Gasket
TSIw	White Insulation on Floor
TF15	<15” Diameter Pipe Insulation Fitting

E. Asbestos Locations and Quantities

Three (3) of the materials sampled during the inspection contain greater than 1% asbestos and are asbestos containing materials (ACM):

Material	Homogeneous Code	Location	Approximate Quantity	Condition
White Insulation on Floor	TSIw	1 st Floor Laying on East Stair Floor	5 SF	Poor
<15” Diameter Pipe Insulation Fitting	TF15	1 st Floor – Main Bay – In Mechanical Pit North of Southeast Stair	8 Fittings & 5 LF, 30 SF Debris on Dirt Floor	Poor
Black Mastic Under 12” Gray & Brown Floor Tile	MF12yn	Garage Northwest Corner	100 SF	Good

The white insulation on the east stair floor and pipe insulation in the mechanical pit are friable asbestos containing materials. They meet the definition of regulated asbestos containing material (RACM) in NR 447 Wisconsin Administrative Code (WAC). The building owner/operator is required to follow the requirements in NR 447 of the Wisconsin Administrative Code (WAC) for removal and disposal of RACMs during a demolition project. This includes notification, use of wet methods, and disposal of RACM in leak tight containers.

The black mastic under the floor tile in the garage is a category I non-friable asbestos containing material. It was not friable at the time of the re-inspection and did not meet the NR 447 definition of RACM. This material can remain in place during demolition if it and the underlying concrete will be disposed at a Wisconsin licensed landfill and not become RACM during the demolition process (subjected to sanding, grinding, cutting or abrading). If the concrete will be recycled or reused, the black mastic must be abated by a Wisconsin certified asbestos company prior to building demolition.

The following asbestos containing materials were identified during the September 2013 inspection:

Material	Homogeneous Code	Location	Approximate Quantity
Black Mastic Under 12" Brown Floor Tile	MF12n	1 st Floor Main Area South Side	560 Sq. Ft.
Black Mastic Under 12" Tan & Gray Floor Tile	MF12ty	1 st Floor South Offices Center & West Side	1200 Sq. Ft. on 9" Brown Floor Tile 280 Sq. Ft. on 9" Gray & 9" Brown & White Floor Tile & Black Mastic
12" Tan Floor Tile & Black Mastic	MF12t	1 st Floor South Offices Southeast 1 st Floor South Locker Room	1000 Sq. Ft. 170 Sq. Ft.
9" Blue Floor Tile & Black Mastic	MF9b	1 st Floor South Locker Room	130 Sq. Ft.
9" Green on 9" Red Floor Tile & Black Mastic	MF9g/MF9r	1 st Floor South Locker Room	175 Sq. Ft.
Black Mastic Under 12" Gray Floor Tile	MF12y	1 st Floor South Locker Room	270 Sq. Ft.
Black Tar	Tar	1 st Floor Main Area on South Block Wall	25 Ln. Ft.
Black Mastic	MWMk	1 st Floor Main Area on 2 West Side Columns	40 Sq. Ft.
9" Tan Floor Tile & Black Mastic	MF9b	1 st Floor South Guard Room	125 Sq. Ft.
Window Glazing Compound	MPG	1 st & 2 nd Floor North End	10 Windows
<5" Diameter Pipe Insulation Fitting	TF5	East Stair	3 Fittings
Ceiling Dot Mastic	MCM	2 nd Floor North Area Under Ceiling Tiles	9500 Sq. Ft.
Roof Flashing	MRF	Roof	1500 Sq. Ft.
<3" Diameter Pipe Insulation Fitting	TF3	Garage	28 Fittings

Main Building roof only accessible at southeast corner – flashing quantity above is estimated based on building size. Garage roof was not accessible. It is assumed to contain 2,000 square feet of asbestos containing roofing material.

ACM must be abated by a Wisconsin certified asbestos company as required by DHS 159 of the Wisconsin Administrative Code . Employers must also follow the requirements in 29 CFR 1926.1101 for protection of employees for asbestos emissions during a construction project, whenever workers may be exposed to asbestos.

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

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

III. LEAD PAINT INSPECTION

A. Methods

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

The re-inspection and sampling at 1425 Memorial Drive, Racine, Wisconsin, took place on April 16, 2019. The re-inspection was conducted of painted surfaces that were not previously inspected (ceramic, block, brick, concrete), noting the location, substrate, and color. Representative samples of paint were collected from painted surfaces representing different paint colors and substrates. The results apply only to those surfaces that were sampled.

The OSHA Lead in Construction regulation 29 CFR 1926.62 applies whenever workers may be exposed to lead during construction work.

B. Component Testing Results

In an effort to develop a painting history of the building, specific component types were tested for the presence of lead in paint. Reference Paint Test Results below. The laboratory report is in Appendix B.

- Painted ceramic block, plaster, and concrete surfaces were sampled. Lead was detected at but at concentrations below the 0.5% lead based paint standard in Ch. 254 of the Wisconsin Statutes.

The following are the laboratory results.

Paint Testing Results						
Sample	Room	Component	Substrate	Color	Result (% Lead)	Result
29L-1425	2 nd Floor Main Bay	East Wall	Ceramic Block	Tan	0.00437	Negative
30L-1425	2 nd Floor Main Bay	West Wall	Ceramic Block	Tan	<0.00311	Negative
31L-1425	2 nd Floor South Bay	East Wall	Ceramic Block	Tan	<0.00288	Negative
32L-1425	2 nd Floor Main Bay	East Wall	Plaster	Green/White	0.223	Negative
33L-1425	2 nd Floor Northwest Stair	Ceiling	Concrete	Tan	0.333	Negative

The following are the results from the September 2013 inspection:

Main Building

Paint Testing Results						
Sample	Room	Component	Substrate	Color	PbC (%)	Result
1L-1425	Exterior	West Side Garage Door Trim	Metal	Green	9.640	Positive
2L-1425	Exterior	Window Trim	Metal	Black	0.006	Negative
3L-1425	1 st Floor S. Hall	Wall	Plaster	Tan/White	0.323	Negative
4L-1425	Locker Room	Wall	Plaster	Green/White	0.770	Positive
5L-1425	South Offices	Wall	Plaster	Gray/White	0.580	Positive
6L-1425	South Offices	Wall	Plaster	Dark Green	0.163	Negative
7L-1425	1 st Floor Main Area	Column	Concrete	Red	0.021	Negative
8L-1425	1st Floor Main Area	South Side Ceiling	Concrete	Tan	0.612	Positive
9L-1425	1st Floor Main Area	Post	Metal	Yellow	10.181	Positive
10L-1425	1 st Floor East Room	Wall	Block	Brown/Tan	0.263	Negative
11L-1425	1 st Floor Main Area	Ceiling	Block/Concrete	Tan	0.194	Negative
12L-1425	Northwest Stair	Ceiling	Metal	Tan/Orange	12.994	Positive
13L-1425	Northwest Stair	Door & Frame	Metal	Gray	0.164	Negative
14L-1425	Northwest Stair	Door to Main Area	Wood	Green	14.603	Positive
15L-1425	2nd Floor North Area	Post	Metal	Tan	14.653	Positive
16L-1425	2 nd Floor North Area	Wall	Plaster	Blue/Green	0.163	Negative
17L-1425	2nd Floor South Area	Wall	Plaster	Tan	0.648	Positive
18L-1425	Guard Room	Ceiling	Plaster	Tan	0.507	Positive
19L-1425	Southeast Stair	Railing	Metal	Black	2.590	Positive
20L-1425	East Stair	Door & Frame	Wood	Green/Brown	0.623	Positive
21L-1425	East Stair	Wall	Block	Tan/Brown	1.145	Positive
22L-1425	Exterior	East Wall Center	Brick	Green	0.908	Positive
23L-1425	Exterior	East Wall Center	Brick	Yellow	9.002	Positive
24L-1425	Exterior	East Garage Door & Frame	Metal	Brown	17.806	Positive

Garage

Paint Testing Results						
Sample	Room	Component & Feature	Substrate	Color	PbC (%)	Result
25L-1425	Garage	Interior Wall	Block	White	0.040	Negative
26L-1425	Garage	Interior Wall	Block	Blue	0.026	Negative
27L-1425	Garage	Ceiling	Metal	White	0.034	Negative
28L-1425	Garage	Exterior Post	Metal	Yellow	8.530	Positive

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

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

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

KPH recommends that U.S. EPA 40CFR 745 and Wisconsin DHS 163 lead safe demolition procedures be followed to contain and properly clean up any lead dust created during demolition.

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

IV. EXCLUSIONS

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

V. LIMITATIONS

The care and skill given to our procedures insures the most reliable test results possible. The findings and conclusions of KPH represent our professional opinions extrapolated from limited data.

Significant limited data is gathered during the course of the building inspection. No other warranty is expressed or implied. Prior to any abatement or renovation activities, it is recommended that KPH be provided the opportunity to review such plans in order that the inspection and assessments contained herein are properly interpreted and implemented.

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

APPENDICES

A. ASBESTOS LABORATORY RESULTS



Customer: KPH Environmental Corp. (5063)
Address: 1237 West Bruce Street
Milwaukee, WI 53204

Order #:	311099
-----------------	--------

Received 04/17/19
Analyzed 04/24/19
Reported 04/24/19

Attn:

Project:

Location: Wisconsin
Number: 19-400-120

Method: EPA 600/R-93/116 & 600/M4-82-020

PLM Analysis

Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
311099-001	04/16/19	58A-1425	Wisconsin		
Layer 1: Mortar Gray, Granular				None Detected	100% NON FIBROUS MATERIAL
311099-002	04/16/19	58B-1425	Wisconsin		
Layer 1: Mortar Brown, Granular				None Detected	100% NON FIBROUS MATERIAL
311099-003	04/16/19	58C-1425	Wisconsin		
Layer 1: Mortar Gray, Granular				None Detected	100% NON FIBROUS MATERIAL
311099-004	04/16/19	59A-1425	Wisconsin		
Layer 1: Block Gray, Granular				None Detected	100% NON FIBROUS MATERIAL
311099-005	04/16/19	59B-1425	Wisconsin		
Layer 1: Block				None Detected	100% NON FIBROUS MATERIAL
311099-006	04/16/19	59C-1425	Wisconsin		
Layer 1: Block Gray, Granular				None Detected	100% NON FIBROUS MATERIAL
311099-007	04/16/19	60A-1425	Wisconsin		
Layer 1: Ceramic Tile Gray, Hard				None Detected	100% NON FIBROUS MATERIAL
311099-008	04/16/19	61A-1425	Wisconsin		
Layer 1: Gasket Red, Rubbery				None Detected	100% NON FIBROUS MATERIAL

Reporting Limit: 1% Gravimetrically Reduced Reporting Limit: 0.01% PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 10 percent be verified by PLM Point Count or TEM Analysis. The EPA recommends that any vermiculite should be treated as Asbestos Containing Material (ACM). This report must not be reproduced except in full with the approval of the laboratory. The test results reported relate only to the samples submitted.

Project:

Location: Wisconsin
Number: 19-400-120

Method: EPA 600/R-93/116 & 600/M4-82-020**PLM Analysis**

Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
311099-009	04/16/19	62A-1425	Wisconsin		
Layer 1:	Insulation			50% CHRYSOTILE	20% MINERAL/GLASS WOOL
	Beige, Fibrous				30% NON FIBROUS MATERIAL
311099-010	04/16/19	63A-1425	Wisconsin		
Layer 1:	Wire			None Detected	80% CELLULOSE FIBER
	Brown, Fibrous				20% NON FIBROUS MATERIAL
311099-011	04/16/19	64A-1425	Wisconsin		
Layer 1:	Insulation			50% CHRYSOTILE	20% MINERAL/GLASS WOOL
	Brown, Fibrous				30% NON FIBROUS MATERIAL
311099-012	04/16/19	65A-1425	Wisconsin		
Layer 1:	Brick			None Detected	100% NON FIBROUS MATERIAL
	Red, Granular				
Layer 2:	Mortar			None Detected	100% NON FIBROUS MATERIAL
	Gray, Granular				
311099-013	04/16/19	65B-1425	Wisconsin		
Layer 1:	Brick			None Detected	100% NON FIBROUS MATERIAL
	Red, Granular				
Layer 2:	Mortar			None Detected	100% NON FIBROUS MATERIAL
	Gray, Granular				
311099-014	04/16/19	65C-1425	Wisconsin		
Layer 1:	Brick			None Detected	100% NON FIBROUS MATERIAL
	Red, Granular				
Layer 2:	Mortar			None Detected	100% NON FIBROUS MATERIAL
	Gray, Granular				
311099-015	04/16/19	66A-1425	Wisconsin		
Layer 1:	Block			None Detected	100% NON FIBROUS MATERIAL
	Gray, Granular				
311099-016	04/16/19	66B-1425	Wisconsin		
Layer 1:	Block			None Detected	100% NON FIBROUS MATERIAL
	Gray, Granular				

Reporting Limit: 1% Gravimetrically Reduced Reporting Limit: 0.01% PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 10 percent be verified by PLM Point Count or TEM Analysis. The EPA recommends that any vermiculite should be treated as Asbestos Containing Material (ACM). This report must not be reproduced except in full with the approval of the laboratory. The test results reported relate only to the samples submitted.

Project:

Location: Wisconsin
Number: 19-400-120

Method: EPA 600/R-93/116 & 600/M4-82-020

PLM Analysis

Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
311099-017	04/16/19	66C-1425	Wisconsin		
Layer 1:	Block			None Detected	100% NON FIBROUS MATERIAL
	Gray, Granular				
311099-018	04/16/19	67A-1425	Wisconsin		
Layer 1:	Mortar			None Detected	100% NON FIBROUS MATERIAL
	Gray, Granular				
311099-019	04/16/19	68A-1425	Wisconsin		
Layer 1:	Tile			None Detected	100% NON FIBROUS MATERIAL
	Brown, Organically Bound				
Layer 2:	Mastic			3% CHRYSOTILE	97% NON FIBROUS MATERIAL
	Black, Bituminous				

EPA Regulatory Limit: 1%
Total layers analyzed on order: 23

311099-04/24/19 11:09 AM



Analyst **Jada Wilson**



Reviewed By: **Hind Eldanaf**
Microscopy Supervisor

Reporting Limit: 1% Gravimetrically Reduced Reporting Limit: 0.01% PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 10 percent be verified by PLM Point Count or TEM Analysis. The EPA recommends that any vermiculite should be treated as Asbestos Containing Material (ACM). This report must not be reproduced except in full with the approval of the laboratory. The test results reported relate only to the samples submitted.



311099 X 19

 V:3111311099
 fghraizi 4/17/2019 9:53:57 AM
 UPS 1Z2E2899846 1701003

Submitting Co	KPH Environmental Corp.	State of Collection	WI	Gen. Required	<input type="checkbox"/> YES <input type="checkbox"/> NO
1237 West Bruce Street		Acct #	5063	Phone	(414) 647-1530
Milwaukee, WI 53204		Email	dean.jacobsen@kphenvironmental.com		
Project Name		PO #			
Project Location	Wisconsin	Special Instructions: Test until >1% for each homogeneous material			
Project Number	19-400-120				
Collected By					

Turn Around Time**	Matrix	Tests/Analytes (Select ALL that Apply) Blank spaces are for additional analytes			
<input type="checkbox"/> 2 Hour * <input type="checkbox"/> Same day * <input type="checkbox"/> 1 business day <input type="checkbox"/> 2 business days <input type="checkbox"/> 3 business days <input checked="" type="checkbox"/> 5 business days <small>* not available for all tests ** past 3 PM the TAT will begin next business day Please schedule rush tests in advance</small>	<input type="checkbox"/> Air <input type="checkbox"/> Paint <input type="checkbox"/> Soil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Bulk <input type="checkbox"/> Waste Water <input type="checkbox"/> Ground Water <input type="checkbox"/> Drinking Water <input type="checkbox"/> TSP / PM10 <input type="checkbox"/> _____	Asbestos in Bulk	Metals Total	TCLP	Microbiology
		<input checked="" type="checkbox"/> PLM	<input type="checkbox"/> Lead	<input type="checkbox"/> Lead	<input type="checkbox"/> BACT (MPN/PA)
		<input type="checkbox"/> PLM Qualitative	<input type="checkbox"/> RCRA 8 Metals	<input type="checkbox"/> RCRA 8 Metals	<input type="checkbox"/> Mold Direct Exam
		<input type="checkbox"/> 400 Point Count	<input type="checkbox"/> Chromium VI	<input type="checkbox"/> Full TCLP <small>(w/ organics 10 Day)</small>	<input type="checkbox"/> Allergens
		<input type="checkbox"/> 1000 Point Count	<input type="checkbox"/> Mercury		Sub-Contract
		<input type="checkbox"/> Gravimetric Prep	<input type="checkbox"/> _____		<input type="checkbox"/> TEM Chatfield
		Asbestos in Air	Gravimetric	Miscellaneous	<input type="checkbox"/> TEM AHERA
		<input type="checkbox"/> PCM	<input type="checkbox"/> Total Dust NIOSH 0500	<input type="checkbox"/> Silica FTIR (7602)	<input type="checkbox"/> TEM 7402
		<input type="checkbox"/> PCM-B Rules	<input type="checkbox"/> Resp. Dust NIOSH 0600	<input type="checkbox"/> _____	<input type="checkbox"/> Silica XRD (7500)

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, Bldg, Material, Type ¹)	Wipe Area	Time ²		Flow Rate ³		Total Air ⁴
					Start	Stop	Start	Stop	
58A-1425	4/16/19		Mortar						
58B-1425			↓						
58C-1425									
59A-1425			Block						
59B-1425			↓						
59C-1425									
60A-1425			Ceramic						
61A-1425			Gasket						
62A-1425			Insulation						
63A-1425			Wire						

For Aqueous and Solid samples ensure enough sample is sent for duplicate and spike analysis

¹Type: A=Area, B=Blank, P=Personal, E=Excursion ²Beginning/End of Sample Period ³Liters/Minute ⁴Volume in Liters [time in min x flow in L/min]

Relinquished By: Dean Jacobsen Signature: Dean Jacobsen Date/Time: 4/16/19 1700

! ALL SHADED FIELDS MUST BE FILLED TO AVOID DELAYS !



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
 804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
 www.slabinc.com • info@slabinc.com

Submitting Co.	KPH Environmental Corp.	State of Collection	WI	Cert Required	<input type="checkbox"/> YES <input type="checkbox"/> NO
1237 West Bruce Street		Acct #	5063	Phone	(414) 647-1530
Milwaukee, WI 53204		Email	dean.jacobsen@kphenvironmental.com		
Project Name		PO #			
Project Location	Wisconsin	Special Instructions: Test until >1% for each homogeneous material			
Project Number	19-400-120				
Collected By					

Turn Around Time**	Matrix	Tests/Analytes (Select ALL that Apply) Blank spaces are for additional analytes			
<input type="checkbox"/> 2 Hour * <input type="checkbox"/> Same day * <input type="checkbox"/> 1 business day <input type="checkbox"/> 2 business days <input type="checkbox"/> 3 business days <input checked="" type="checkbox"/> 5 business days <small>* not available for all tests ** past 3 PM the TAT will begin next business day Please schedule rush tests in advance</small>	<input type="checkbox"/> Air <input type="checkbox"/> Paint <input type="checkbox"/> Soil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Bulk <input type="checkbox"/> Waste Water <input type="checkbox"/> Ground Water <input type="checkbox"/> Drinking Water <input type="checkbox"/> TSP / PM10 <input type="checkbox"/> _____	Asbestos in Bulk <input checked="" type="checkbox"/> PLM <input type="checkbox"/> PLM Qualitative <input type="checkbox"/> 400 Point Count <input type="checkbox"/> 1000 Point Count <input type="checkbox"/> Gravimetric Prep <hr/> Asbestos in Air <input type="checkbox"/> PCM <input type="checkbox"/> PCM-B Rules	Metals Total <input type="checkbox"/> Lead <input type="checkbox"/> RCRA 8 Metals <input type="checkbox"/> Chromium VI <input type="checkbox"/> Mercury <input type="checkbox"/> _____ <hr/> Gravimetric <input type="checkbox"/> Total Dust NIOSH 0500 <input type="checkbox"/> Resp. Dust NIOSH 0600	TCLP <input type="checkbox"/> Lead <input type="checkbox"/> RCRA 8 Metals <input type="checkbox"/> Full TCLP (w/ organics 10 Day) <hr/> Miscellaneous <input type="checkbox"/> Silica FTIR (7602) <input type="checkbox"/> _____	Microbiology <input type="checkbox"/> BACT (MPN/PA) <input type="checkbox"/> Mold Direct Exam <input type="checkbox"/> Allergens <hr/> Sub-Contract <input type="checkbox"/> TEM Chatfield <input type="checkbox"/> TEM AHERA <input type="checkbox"/> TEM 7402 <input type="checkbox"/> Silica XRD (7500)

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, Bldg, Material, Type ²)	Wipe Area	Time ²		Flow Rate ³		Total Air ⁴
					Start	Stop	Start	Stop	
64A-1425	4/16/19		Insulation						
65A-1425			Brick						
65B-1425			↓						
65C-1425			↓						
66A-1425			Block						
66B-1425			↓						
66C-1425			↓						
67A-1425			Mortar						
68A-1425			Tile						

For Aqueous and Solid samples ensure enough sample is sent for duplicate and spike analysis

¹Type: A=Area, B=Blank, P=Personal, E=Excursion ²Beginning/End of Sample Period ³Liters/Minute ⁴Volume in Liters [time in min x flow in L/min]

Relinquished By: Dean Jacobsen Signature: [Signature] Date/Time: 4/16/19 (7:00)

! ALL SHADED FIELDS MUST BE FILLED TO AVOID DELAYS !

B. LEAD LABORATORY RESULTS



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: KPH Environmental Corp. (5063)
Address: 1237 West Bruce Street
Milwaukee, WI 53204

Order #: 311100

Matrix Paint
Received 04/17/19
Analyzed 04/18/19
Reported 04/18/19

Attn:
Project:
Location: Wisconsin
Number: 19-400-120

PO Number:

Table with columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Contains 5 rows of sample data for Lead analysis on Wall Tile and Ceiling.

Analyst: MRS
311100-04/18/19 05:38 PM

Signature of Jennifer Lee
Reviewed By: Jennifer Lee
Metals Supervisor

Federal Lead Paint Statute

Table with columns: Location, Clearance, Unit. Rows: Lead in paint by weight < 0.50 %, Lead in paint as PPM < 5000 mg/kg

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead (Lab ID 100527).



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
 804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
 www.slabin.com • info@slabin.com

311100

X 5



V:3111311100

fghraizi
UPS

4/17/2019 9:53:57 AM
1Z2E28998461701003

Submitting Co.	KPH Environmental Corp.	State of Collection	WI	Cert Required	<input type="checkbox"/> YES <input type="checkbox"/> NO
1237 West Bruce Street		Acct #	5063	Phone	(414) 647-1530
Milwaukee, WI 53204		Email	dean.jacobsen@kphenvironmental.com		
Project Name		PO #			
Project Location	Wisconsin	Special Instructions:			
Project Number	19-400-120				
Collected By					

Turn Around Time**	Matrix	Tests/Analytes (Select ALL that Apply) Blank spaces are for additional analytes			
<input type="checkbox"/> 2 Hour * <input type="checkbox"/> Same day * <input type="checkbox"/> 1 business day <input type="checkbox"/> 2 business days <input type="checkbox"/> 3 business days <input checked="" type="checkbox"/> 5 business days <small>* not available for all tests ** past 3 PM the TAT will begin next business day Please schedule rush tests in advance</small>	<input type="checkbox"/> Air <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Soil <input type="checkbox"/> Wipe <input type="checkbox"/> Bulk <input type="checkbox"/> Waste Water <input type="checkbox"/> Ground Water <input type="checkbox"/> Drinking Water <input type="checkbox"/> TSP / PM10 <input type="checkbox"/> _____	Asbestos in Bulk	Metals Total	TCLP	Microbiology
		<input type="checkbox"/> PLM <input type="checkbox"/> PLM Qualitative <input type="checkbox"/> 400 Point Count <input type="checkbox"/> 1000 Point Count <input type="checkbox"/> Gravimetric Prep	<input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA 8 Metals <input type="checkbox"/> Chromium VI <input type="checkbox"/> Mercury <input type="checkbox"/> _____	<input type="checkbox"/> Lead <input type="checkbox"/> RCRA 8 Metals <input type="checkbox"/> Full TCLP <small>(w/ organics 10 Day)</small>	<input type="checkbox"/> BACT (MPN/PA) <input type="checkbox"/> Mold Direct Exam <input type="checkbox"/> Allergens
		Asbestos in Air	Gravimetric	Miscellaneous	Sub-Contract
		<input type="checkbox"/> PCM <input type="checkbox"/> PCM-B Rules	<input type="checkbox"/> Total Dust NIOSH 0500 <input checked="" type="checkbox"/> Resp. Dust NIOSH 0600	<input type="checkbox"/> Silica FTIR (7602) <input type="checkbox"/> _____	<input type="checkbox"/> TEM Chatfield <input type="checkbox"/> TEM AHERA <input type="checkbox"/> TEM 7402 <input type="checkbox"/> Silica XRD (7500)

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, Bldg, Material, Type ¹)	Wipe Area	Time ²		Flow Rate ³		Total Air ⁴
					Start	Stop	Start	Stop	
29L-1425	4/16/19		Wall Tile						
30L-1425	↓		↓						
31L-1425	↓								
32L-1425	↓		Wall						
33L-1425	↓		Ceiling						

For Aqueous and Solid samples ensure enough sample is sent for duplicate and spike analysis

¹Type: A=Area, B=Blank, P=Personal, E=Excursion ²Beginning/End of Sample Period ³Liters/Minute ⁴Volume in Liters [time in min x flow in L/min]

Relinquished By: Dean Jacobsen Signature: [Signature] Date/Time: 4/16/19 1200

! ALL SHADED FIELDS MUST BE FILLED TO AVOID DELAYS !

C. KPH CERTIFICATION

Company Certificate

This certifies that

KPH ENVIRONMENTAL CORPORATION

1237 W BRUCE ST

MILWAUKEE WI 53204-1218

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

Asbestos Company - Primary

Certificate Issue Date: 07/09/2018

Expiration Date: 09/10/2020, 12:01 a.m.

Certification #: CAP-1432180

Wisconsin Department of Health Services

Division of Public Health

Bureau of Environmental and Occupational Health

Asbestos & Lead Section

P.O. Box 2659

Madison WI 53701-2659

Phone: (608) 261-6876



Shelley A Bruce

Shelley A Bruce,
Unit Supervisor

Scott Walker
Governor

Linda Seemeyer
Secretary
December 11, 2018



State of Wisconsin
Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET

P O BOX 2659
MADISON WI 53701-2659

Telephone: 608 266-1251
FAX: 608 267-2832
TTY: 888-701-1253
dhs.wisconsin.gov

DEAN T JACOBSEN
W131S6781 KIPLING DR
MUSKEGO WI.53150-3401

ID# AII-14370

Congratulations! Your new Wisconsin certification card is enclosed. Call us right away if anything on your blue card is wrong.

Follow Wisconsin law by making sure that you:

1. Have your blue card with you when doing regulated work.
2. Work safely using the methods you learned in training.
3. Keep your mailing address up to date. We mail a reminder when it's time to renew your blue card. Update your address by emailing DHSAsbestosLead@wi.gov, by using our Lead and Asbestos Online Certification website, www.dhs.wisconsin.gov/waldo, or by mailing a note to:

Lead and Asbestos Section
1 W. Wilson St., Room 137
P.O. Box 2659
Madison WI 53701-2659

4. Take refresher training well before the "Training due by" date printed on your blue card.
 - o Asbestos-certified individuals must refresh in Wisconsin no earlier than **90 days** before the due date to keep the same expiration date.
Find asbestos training providers at www.dhs.wisconsin.gov/asbestos.
 - o Lead-certified individuals can refresh up to **1 year** before the due date.
Find lead training providers at www.dhs.wisconsin.gov/lead.
5. Apply to renew your card at least **1 month** before the "Exp." date on your blue card.
6. Be associated with a certified company when doing regulated work in Wisconsin. If you work for yourself, you must certify your own company under a name of your choosing. Otherwise, you must be employed by a certified company. Get a company application form at www.dhs.wisconsin.gov/lead or www.dhs.wisconsin.gov/asbestos.
7. **Don't** conduct regulated work after your blue card expires. This could result in an enforcement action.

By getting certified and working safely, you protect professional responsibility. Contact us if you have questions below and on the back of your blue card.

The Lead and Asbestos Certification Program
(608) 261-6876

DHSAsbestosLead@wi.gov
www.dhs.wisconsin.gov/asbestos
www.dhs.wisconsin.gov/lead

COPY

ASBESTOS INSPECTOR
Issued By
STATE OF WISCONSIN
Dept. of Health Services

Dean T Jacobsen
W131s6781 Kipling Dr
Muskego WI 53150-3401

	160 lbs	5' 08"	
AII-14370	Exp: 12/02/2019	12/12/1963	

Training due by: 12/02/2019

ALS Group, USA

Date: 08-Dec-17

Client: Ramboll Environ US Corporation
Project: Racine Steel Castings (1690005036)
Sample ID: OWS
Collection Date: 11/14/2017 10:20 AM

Work Order: 17111072
Lab ID: 17111072-01
Matrix: SEDIMENT

Analyses	Result	Qual	MDL	Report Limit	Units	Dilution Factor	Date Analyzed
PCBS							
			Method: SW8082		Prep: SW3546 / 11/22/17		Analyst: EB
Aroclor 1016		U	24	71	µg/Kg-dry	1	11/28/2017 14:27
Aroclor 1221		U	24	71	µg/Kg-dry	1	11/28/2017 14:27
Aroclor 1232		U	24	71	µg/Kg-dry	1	11/28/2017 14:27
Aroclor 1242		U	24	71	µg/Kg-dry	1	11/28/2017 14:27
Aroclor 1248		U	24	71	µg/Kg-dry	1	11/28/2017 14:27
Aroclor 1254		U	20	71	µg/Kg-dry	1	11/28/2017 14:27
Aroclor 1260	12,000		990	3,600	µg/Kg-dry	50	11/28/2017 19:13
Aroclor 1262		U	20	71	µg/Kg-dry	1	11/28/2017 14:27
Aroclor 1268		U	20	71	µg/Kg-dry	1	11/28/2017 14:27
PCBs, Total	12,000		990	3,600	µg/Kg-dry	50	11/28/2017 19:13
Surr: Decachlorobiphenyl	47.2			40-140	%REC	1	11/28/2017 14:27
Surr: Tetrachloro-m-xylene	46.0			45-124	%REC	1	11/28/2017 14:27
VOLATILE ORGANIC COMPOUNDS							
			Method: SW8260B		Prep: SW5035 / 11/16/17		Analyst: LSY
1,1,1-Trichloroethane		U	140	300	µg/Kg-dry	10	11/17/2017 16:49
1,1,2,2-Tetrachloroethane		U	130	300	µg/Kg-dry	10	11/17/2017 16:49
1,1,2-Trichloroethane		U	130	300	µg/Kg-dry	10	11/17/2017 16:49
1,1,2-Trichlorotrifluoroethane		U	190	300	µg/Kg-dry	10	11/17/2017 16:49
1,1-Dichloroethane		U	110	300	µg/Kg-dry	10	11/17/2017 16:49
1,1-Dichloroethene		U	97	300	µg/Kg-dry	10	11/17/2017 16:49
1,2,3-Trichlorobenzene		U	140	300	µg/Kg-dry	10	11/17/2017 16:49
1,2,4-Trichlorobenzene		U	100	300	µg/Kg-dry	10	11/17/2017 16:49
1,2,4-Trimethylbenzene	650		56	300	µg/Kg-dry	10	11/17/2017 16:49
1,2-Dibromo-3-chloropropane		U	280	1,000	µg/Kg-dry	10	11/17/2017 16:49
1,2-Dibromoethane		U	84	300	µg/Kg-dry	10	11/17/2017 16:49
1,2-Dichlorobenzene		U	110	300	µg/Kg-dry	10	11/17/2017 16:49
1,2-Dichloroethane		U	130	300	µg/Kg-dry	10	11/17/2017 16:49
1,2-Dichloropropane		U	52	300	µg/Kg-dry	10	11/17/2017 16:49
1,3,5-Trimethylbenzene	480		92	300	µg/Kg-dry	10	11/17/2017 16:49
1,3-Dichlorobenzene		U	100	300	µg/Kg-dry	10	11/17/2017 16:49
1,4-Dichlorobenzene		U	72	300	µg/Kg-dry	10	11/17/2017 16:49
2-Butanone		U	250	2,000	µg/Kg-dry	10	11/17/2017 16:49
2-Hexanone		U	150	300	µg/Kg-dry	10	11/17/2017 16:49
4-Methyl-2-pentanone		U	140	300	µg/Kg-dry	10	11/17/2017 16:49
Benzene		U	51	300	µg/Kg-dry	10	11/17/2017 16:49
Bromochloromethane		U	150	300	µg/Kg-dry	10	11/17/2017 16:49
Bromodichloromethane		U	170	300	µg/Kg-dry	10	11/17/2017 16:49
Bromoform		U	130	300	µg/Kg-dry	10	11/17/2017 16:49
Bromomethane		U	570	1,000	µg/Kg-dry	10	11/17/2017 16:49

Note: See Qualifiers page for a list of qualifiers and their definitions.

ALS Group, USA

Date: 08-Dec-17

Client: Ramboll Environ US Corporation
Project: Racine Steel Castings (1690005036)
Sample ID: OWS
Collection Date: 11/14/2017 10:20 AM

Work Order: 17111072
Lab ID: 17111072-01
Matrix: SEDIMENT

Analyses	Result	Qual	MDL	Report Limit	Units	Dilution Factor	Date Analyzed
Carbon disulfide	U		160	300	µg/Kg-dry	10	11/17/2017 16:49
Carbon tetrachloride	U		120	300	µg/Kg-dry	10	11/17/2017 16:49
Chlorobenzene	U		100	300	µg/Kg-dry	10	11/17/2017 16:49
Chloroethane	U		100	1,000	µg/Kg-dry	10	11/17/2017 16:49
Chloroform	U		110	300	µg/Kg-dry	10	11/17/2017 16:49
Chloromethane	U		250	1,000	µg/Kg-dry	10	11/17/2017 16:49
cis-1,2-Dichloroethene	U		94	300	µg/Kg-dry	10	11/17/2017 16:49
cis-1,3-Dichloropropene	U		110	300	µg/Kg-dry	10	11/17/2017 16:49
Cyclohexane	U		98	300	µg/Kg-dry	10	11/17/2017 16:49
Dibromochloromethane	U		170	300	µg/Kg-dry	10	11/17/2017 16:49
Dichlorodifluoromethane	U		63	300	µg/Kg-dry	10	11/17/2017 16:49
Ethylbenzene	85	J	63	300	µg/Kg-dry	10	11/17/2017 16:49
Isopropylbenzene	U		92	300	µg/Kg-dry	10	11/17/2017 16:49
m,p-Xylene	500	J	140	600	µg/Kg-dry	10	11/17/2017 16:49
Methyl tert-butyl ether	U		86	300	µg/Kg-dry	10	11/17/2017 16:49
Methylcyclohexane	U		110	300	µg/Kg-dry	10	11/17/2017 16:49
Methylene chloride	U		130	300	µg/Kg-dry	10	11/17/2017 16:49
Naphthalene	1,200		83	1,000	µg/Kg-dry	10	11/17/2017 16:49
o-Xylene	120	J	120	300	µg/Kg-dry	10	11/17/2017 16:49
Styrene	U		120	300	µg/Kg-dry	10	11/17/2017 16:49
Tetrachloroethene	U		87	300	µg/Kg-dry	10	11/17/2017 16:49
Toluene	150	J	82	300	µg/Kg-dry	10	11/17/2017 16:49
trans-1,2-Dichloroethene	U		110	300	µg/Kg-dry	10	11/17/2017 16:49
trans-1,3-Dichloropropene	U		170	300	µg/Kg-dry	10	11/17/2017 16:49
Trichloroethene	U		130	300	µg/Kg-dry	10	11/17/2017 16:49
Trichlorofluoromethane	U		150	300	µg/Kg-dry	10	11/17/2017 16:49
Vinyl chloride	U		64	300	µg/Kg-dry	10	11/17/2017 16:49
Xylenes, Total	620	J	260	900	µg/Kg-dry	10	11/17/2017 16:49
Surr: 1,2-Dichloroethane-d4	102			70-130	%REC	10	11/17/2017 16:49
Surr: 4-Bromofluorobenzene	98.2			70-130	%REC	10	11/17/2017 16:49
Surr: Dibromofluoromethane	94.2			70-130	%REC	10	11/17/2017 16:49
Surr: Toluene-d8	95.0			70-130	%REC	10	11/17/2017 16:49

MOISTURE Method: SW3550C Analyst: NW
Moisture 8.2 0.025 0.050 % of sample 1 11/28/2017 12:50

Note: See Qualifiers page for a list of qualifiers and their definitions.

ALS Group, USA

Date: 08-Dec-17

Client: Ramboll Environ US Corporation
Project: Racine Steel Castings (1690005036)
Sample ID: OWS TCLP
Collection Date: 11/14/2017 10:20 AM

Work Order: 17111072
Lab ID: 17111072-02
Matrix: TCLP EXTRACT

Analyses	Result	Qual	MDL	Report Limit	Units	Dilution Factor	Date Analyzed
TCLP METALS ANALYSIS BY ICP-MS			Method: SW6020A			Prep: SW3005A / 11/28/17	Analyst: JF
Chromium	0.013	J	0.0065	0.050	mg/L	1	11/28/2017 14:34
Lead	0.53		0.0033	0.050	mg/L	1	11/28/2017 14:34

Note: See Qualifiers page for a list of qualifiers and their definitions.

Attachment #4

INDEMNIFICATION AGREEMENT AND RELEASE

WHEREAS, _____, a Wisconsin corporation (hereinafter "Requester") has requested permission to access the property known as Racine Steel Castings site, 1145 N Memorial Dr., for mandatory site walk through for demolition on May 22, 10am-4pm.

WHEREAS, the temporary use shall not exceed the stated time limit, and Requestor has obtain approval from the Executive Director of the Redevelopment Authority of the City of Racine for the use of the site, including any temporary signage and the site layout, including locations of tents, tables, food services, portable toilets, etc., as applicable.

NOW, THEREFORE, permission is granted to Requestor, in accordance with its request, on the following conditions:

(a) Requestor hereby covenants NOT TO SUE and further agrees to indemnify, defend and hold harmless City of Racine and Redevelopment Authority of the City of Racine, its departments, officers, agents, employees and volunteers from and against any and all costs (no limitation), damages, expenses or liability for personal injuries, bodily injuries, death or property damage sustained by its officers, employees, agents, or volunteer workers relating to the use of said area during the time specified above.

(b) Requestor shall provide the City of Racine and Redevelopment Authority of the City of Racine with general liability insurance coverage in the minimum amount of \$1,000,000 per occurrence, combined coverage, for the term of this agreement, as evidenced by a Certificate of Insurance submitted to the Office of City Development and naming City of Racine and Redevelopment Authority of the City of Racine, its departments, officers, agents, employees and volunteers as an additional insured for purposes of the use of the property.

(c) Requestor shall obtain all necessary permits and shall comply with all applicable laws, regulations, codes and ordinances, including the remediation of any leaked/spilled hazardous material.

(d) Requestor assumes all responsibility for, and agrees to hold City of Racine and Redevelopment Authority of the City of Racine harmless for, any damage to any equipment or materials incurred in any manner, including but not limited to vandalism, theft, exposure to the elements, or condition of the property.

(e) Requestor shall remove all equipment and materials, remove and properly dispose of any accumulated trash, and restore the property to its prior condition within twenty-four (24) hours of the conclusion of the temporary use. At least five (5) days prior to the event, Requestor shall pay a cleanup deposit of \$1,000.00 to the Redevelopment Authority of the City of Racine, which shall be refunded in whole or in part at the sole discretion of the Director of City Development.

(Requestor)

I have the authority to bind the Requestor.

I have read this release and waiver of liability, fully understand its terms, and understand that I have given up substantial rights of the Requestor by signing it.

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Indemnification

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required

has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000)for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability- Five Million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
7. Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Builder's Risk/Installation Floater - The City of Racine will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature that are being either used in the work being performed by the contractor or are to be installed or erected by the contractor. If coverage is desired for this exposure, the Contractor may, at his/her/its own cost, procure insurance to cover same.

Safety & Security

The Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out its work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state, and local statutory and regulatory requirements including Wisconsin Labor Code; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of safety measures.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the "Diggers Hotline" Service in order to determine the location of substructures. The Contractor shall immediately notify the City of Racine and the utility owner if he/she/it disturbs, disconnects, or damages any utility.

In accordance with Wisconsin Labor regulations, the Contractor shall submit to the City of Racine specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the City of Racine prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the State of Wisconsin, a Wisconsin registered civil or structural engineer shall prepare the plan. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the applicable construction codes in Wisconsin or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the existing law or regulations. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by the State. Submission of this plan is in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavation or trench work requiring a permit be undertaken, the Contractor shall submit his/her/its permit with the excavation/trench work safety plan to the City of Racine before work begins. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

For Use in Construction Contracts through the City of Racine Purchasing Office Effective 11/12

****REVISED** INSTRUCTION TO BIDDERS**

The specifications shall be held to include the Advertisement, Instructions to Bidders, Manufacturer's Qualifications, General Conditions, Proposal, Contract and Specifications.

All bids shall be made out as directed in the specifications and shall be on the Standard Proposal form furnished by the City of Racine. Any bid not on this form will not be accepted. Failure to comply with these requirements may result in rejection of bidder's proposal. **Bids will be placed in a sealed envelope and marked with the words "OFFICIAL NOTICE #7-2019"** Please return this entire bid package with your bid.

Each bid must be accompanied by either a bid bond, certified check or bank cashier's check equal to at least five percent (5%) of the bid. Failure to execute the contract by the successful bidder will constitute a breach of agreement and the bond or check shall be forfeited to the City as liquidated damages.

Bids are to be State and Federal Tax Exempt. A tax exemption certificate will be furnished to the successful bidder. No bid may be withdrawn after the time for opening bids.

Payment for the work will be in cash upon completion and acceptance of the work unless otherwise specified. If monthly payments are made, they will be made as set forth in the contract.

The City of Racine reserves the right to reject any or all bids or to accept any bid considered most advantageous to the City. It also reserves the right to waive any informality in bids received whenever such waiver is in the best interest of the City of Racine.

The accompanying bid includes the furnishing of all materials, labor and equipment required by the attached specifications, which I have carefully examined, and I hereby certify that the statements made herein are true and correct.

The undersigned represents that the prices in the accompanying bid are neither directly or indirectly the result of an agreement with any other bidder.

COMPANY: _____

ADDRESS: _____

CITY, STATE: _____

SIGNATURE: _____

PRINTED NAME: _____

BIDDER'S CERTIFICATION

I hereby certify that all statements herein are made in behalf of:

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of:

a partnership consisting of: _____

an individual trading as: _____

of the City of _____ State of _____

that I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal; that I have full authority to make such statements and submit this proposal in its (their) behalf, and that said statements are true and correct

SIGNATURE: _____

TITLE: _____

Sworn and subscribed to before me

this _____ day of _____ 20_____.

(Notary or other officer authorized to administer oaths)

SEAL:

My commission expires _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

Name

Address

As principal, and

Name

Address

A corporation organized and existing under the laws of the State of _____ and authorized to transact business in the State of Wisconsin (hereinafter called Surety) as Surety are held and firmly bound unto the City of Racine, a municipal corporation of the State of Wisconsin, in the penal sum of _____ Dollars good and lawful money of the United States of America, to be paid the City of Racine, its duly authorized attorneys, agents or officers or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Racine a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the following public work, Contract _____

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered
in presence of as to principal.

Principal (Seal)

Witness

Witness

Surety (Seal)

By: _____

NOTE: The Power of Attorney authorizing Surety to sign this bid bond must be attached to this form.