SPECIFICATIONS MANUAL

OUTAGAMIE COUNTY
ADMINISTRATION COMPLEX
ADDITION AND REMODEL

For

APPLETON, WISCONSIN

VOLUME I

IMPORTANT NOTE: The drawings and the specifications together represent the Construction Documents, and as such, must be used together as the basis of design. The Contractor is specifically instructed not to limit their understanding of the scope of this project based upon the Specifications Index. The Contractor is responsible to review all information in both the drawings and specifications, and is therefore, required to provide all defined, and reasonably implied, scope of work no matter where it appears in the Construction Documents. In addition, the Contractor is to review any formally provided modifications, clarifications, addendums and/or other information and incorporate that information into the Contractor's understanding of the scope of the project.

MARCH 3, 2017

McM. No. O0002-6-16-00160

ASF:lam

McMAHON
ENGINEERS ARCHITECTS

1445 MCMAHON DRIVE P.O. BOX 1025
NEENAH, WI 54956 54957-1025
PH. 920.751.4200 FX. 920.751.4284

SPECIFICATIONS MANUAL

OUTAGAMIE COUNTY ADMINISTRATION COMPLEX ADDITION AND REMODEL

For

OUTAGAMIE COUNTY

APPLETON, WISCONSIN

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Prepared By:

McMAHON
ENGINEERS ARCHITECTS

MARCH 3, 2017

ASF:lam
I.D. W\WP\Spec\O0002\6-16-00160

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OUTAGAMIE COUNTY

REQUEST FOR BID

FOR

ADMINISTRATION COMPLEX ADDITION & REMODEL

Due Date: April 17, 2017 – 2:00 p.m. CT

NOTE - One mandatory site visit / walk through on March 21, 2017 at 9:30 a.m.
Reference Section 4.0 for details

OUTAGAMIE COUNTY
410 S. WALNUT ST. APPLETON, WISCONSIN 54911
ADMINISTRATION BUILDING

FINANCIAL SERVICES
PHONE (920) 832-1680

LEGAL NOTICE

Notice is hereby given that Outagamie County, Wisconsin is seeking sealed bids for the addition to and the remodeling of the Outagamie County Administration Complex, location in Appleton, WI. The Administration Complex includes the Administration Building (410 S Walnut St) and the Justice Center (320 S Walnut St). Work will include but not limited to selected site demolition, concrete, steel, precast architectural concrete, masonry, metals, plastic laminate work, thermal and moisture protection, doors and hardware, finishes, elevators, security screening systems, plumbing, HVAC, electrical, communications, earthwork, and exterior improvements.

Bid instructions and could be downloaded from www.outagamie.org > Bids and Proposals or contact Nicole Schoultz at 920-832-6083. Otherwise bid documents could be obtained from Blueprint Service Company, 2350 West Pershing Street, Suite A in Appleton, WI (920-733-4539).

There will be one mandatory site visit (walk through) on March 21, 2017 at 9:30 a.m. Interested contractors and subcontractors are to meet in the County Board Room, located on Level 2 of the County Administration Building at 410 S Walnut St in Appleton, WI (54911).

Bids will be received until 2:00 p.m. CT, April 17, 2017 in the County Clerk's Office (410 S Walnut St, Appleton, WI 54911). All bids received will be publicly read at 2:10 p.m. on April 17th in the Meeting Room #3. Bids received after that time and date will not be accepted. Actual receipt is required by said time; deposit in the mail is insufficient. Facsimile or email copies will not be accepted. Bids shall be in a sealed envelope with the Contractor's name and "Administration Complex Addition & Remodel Bid" marked on the outside.

Bids must remain firm once submitted and may not be withdrawn for a period of sixty days, subject to provisions for correction of errors in the bid as contained in §66.0901, Wisconsin Statutes, Outagamie County Ordinance, and Administrative Rules.

Nicole Schoultz
Procurement Coordinator

Run:

March 5th
March 12th

INSTRUCTION TO BIDDERS – GENERAL INFORMATION

1.0 Overview

The Outagamie County Administration Complex will be comprised of four buildings that will be joined together to enhance security, wayfinding and consolidation of County departments/divisions. The four buildings are the County Administrative Building (CAB), built in 1940, Health and Human Services – North (HHS – North), built in 1974, Justice Center, built in 1992, and a new addition that will tie the buildings together. A fifth building, Health and Human Services - South is also in the complex, and will be vacated as part of the project and, other than limited HVAC work, will be left unaltered as a temporary relocation space or future expansion area.

2.0 Scope of Work

The project will consist of work typical for new construction and remodeling as defined and reasonably implied by the construction documents, addenda, and other written information and instructions.

The project objectives include; to provide one point of secure entry for public visitors, to consolidate County departments/divisions and to enhance wayfinding throughout the complex.

The new addition will join the separated buildings into one complex.

3.0 Calendar of Events

RFB Issued	March 3, 2017	
Mandatory Site Visit	March 21, 2017	9:30 a.m. CT
Deadline for Questions	March 28, 2017	Noon CT
Final Addendum Issued	April 5, 2017	3:00 p.m. CT
Bids Due	April 17, 2017	2:00 p.m. CT
Project Award	April 28, 2017	3:00 p.m. CT (no later than)
Contract Documents Filed	May 12, 2017	3:00 p.m. CT (no later than)
Substantial Completion Phase I and II	June 30, 2018	
Substantial Completion Phase III	February 30, 2019	
Substantial Completion Phase IV	May 30, 2019	

4.0 Site Visit

There will be one mandatory site visit on March 21, 2017 at 9:30 a.m. CT. Interested contractors and subcontractors will meet in the County Board Room which is located in the County Administration Building at 410 S Walnut St on the 2nd Level in Appleton, WI (54914).

5.0 Vendor Questions & Addendum(s)

The deadline for vendor questions will be noon CT on March 28, 2017. Questions shall be directed to the appropriate contact as referenced in Section 12.0. All questions will be compiled and answered online at www.outagamie.org > Bids & Proposals under this project by April 5th. April 5th will also be the last date for the final addendum (if necessary). All addendum(s) will be posted on the County's website at www.outagamie.org > Bids & Proposals under this project.

6.0 Completion and Liquidated Damages

Substantial completion of Phase I and II of the project must be by June 30, 2018. Substantial completion of Phase III of the project must be by February 30, 2019. Substantial completion of Phase IV of the project must be by May 30, 2019. Liquidated damages may be assessed to the Contractor at a rate of $500 per calendar day for each past June 30th for Phase I and II, past January 31st for Phase III and past May 30, 2019 for Phase IV. Notification of award is anticipated by April 28, 2017 with all contract documents in place by May 12th, 2017.

7.0 **Contract Document**

AIA A132-2009, as modified by Owner and the corresponding General Conditions, AIA A232-2009, as modified by Owner will be the only contract that is used.

8.0 **Bid and Performance Bond**

Each bid submitted must be accompanied by a bid bond prepared on the surety's standard form duly executed by the bidder as principal and having as surety thereon a surety company licensed in the State of Wisconsin, in the amount of five percent (5%) of your total bid price, payable to the owner as a guarantee that if the bid is accepted, the successful bidder will execute and file with the owner within ten (10) days from the date the lowest responsible bidders bid is accepted, the required insurance certificate, a performance bond and a labor and material payment bond equal to the contract sum, for the faithful performance of this project, and for the complete payment of all persons either performing labor or furnishing materials for the completion of this project and sign the contract referenced in Section 6.0. If the bidder fails to file such insurance certificate, bonds or sign the contract within ten (10) days from the notification of award, the bid security shall be forfeited to the owner as liquidated damages. Attorney's-in-fact who sign bid bonds, performance bonds, labor and material payment bonds must file with each bond a certified and currently dated copy of their power of attorney. **Failure to submit a bid bond will result in the rejection of your bid.**

9.0 **Insurance and Indemnification**

See Appendix A for the requirements of the awarded contractor.

10.0 **Taxes**

All materials used on this project are tax-exempt under Wisconsin State Statute 77.54(9m).

11.0 **Bid Submittal**

Include the following with your bid –

- Bid Form
- Bid Bond
- Disclosure of Ownership
- Bidder's Proof of Responsibility Form
- Supplement to Bid Forms (Document 00400)

Failure to provide all requested information will result in the rejection of your bid.

12.0 **Contact Information**

Site Information

Paul Farrell
Maintenance Supervisor, Outagamie County
Paul.Farrell@outagamie.org
920-832-1855

Bidding Procedure, Contract and Administrative Information

Nicole Schoultz
Procurement Coordinator, Outagamie County
(920) 832-6083
Nicole.Schoultz@outagamie.org

Technical Specifications
Tony Fieweger
Project Manager / Vice President, McMahon Engineers Architects
(920) 858-0818
afieweger@mcmgrp.com

13.0 **Clarification and/or Revisions to the Specifications and Requirements**

Bidder must examine the documents carefully and before submitting a Bid, may request from the County's contact person(s) additional information or clarification by the date specified in the document timetable. A Bidder's failure to request additional information or clarification shall preclude the Bidder from subsequently claiming any ambiguity, inconsistency, or error.

The County is relying on the bidder to provide its professional (experience and expertise with regard to industry standards for the project being bid). If bidder believes specifications are not within industry standards, bidder must bring its objection or concern to the County's attention.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addendum prior to the Bid due date. Bidders should rely only on the representations, statements or explanations that are contained in this document and any written addendum to this document. Where there appears to be a conflict between the document and any addendum issued, the last addendum issued will prevail.

It is the Bidder's responsibility to assure receipt of all addenda. All documents will be posted online at www.outagamie.org > Bids & Proposals. In addition, upon posting, such addenda shall become part of the document and binding on Bidder(s).

Any questions that come up and require additional information will be posted online at www.outagamie.org then Bids / Proposals.

14.0 **County Reservation**

a. This bid request does not commit Outagamie County to make an award or to pay any costs incurred in the preparation of a proposal in response to this bid.

b. The bid will become part of Outagamie County's files without any obligation on Outagamie County's part.

c. The bid shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Outagamie County for any purpose.

d. The vendor shall report to Outagamie County any manufacturer product price reductions, model changes, and product substitutions. No substitutions are allowed without prior approval from Outagamie County.

e. Outagamie County has the sole discretion and reserves the right to cancel this bid and to reject any and all bids received prior to award, to waive any or all informalities and or irregularities, or to re-advertise with either an identical or revised specification.

f. Outagamie County reserves the right to request clarifications for any bid.

15.0 **Closing Date**

Outagamie County will receive sealed bids up to 2:00 p.m. April 17, 2017.

Include your original bid and two bid copies.

Deliver or mail bids to -

Outagamie County Clerk
Attn: Lori O'Bright
410 S Walnut St
Appleton, WI 54911

The sealed envelope containing your bid shall show the name of the bidder and must be clearly marked "**Bid - Administration Complex Addition & Remodel Bid."** Neither facsimile nor email bids will be accepted. Any bid or unsolicited amendments to a bid received after the closing date and time will not be considered.

Bids will be publically read at 2:10 p.m. on April 17th in Meeting Room #3 (410 S Walnut St, 2nd Level in Appleton, WI).

Bids may be withdrawn at any time prior to the time of bid opening. No bid may be withdrawn after the bid opening for a period of sixty (60) days after the scheduled bid opening.

16.0 **Method of Procurement**

The method for this procurement is competitive sealed bid, pursuant to §66.0901 and Chapter 22 and 50 of the Outagamie County Code of Ordinances.

17.0 **Appendix A**

a. Required Forms

- Bid Form — Attached
- Bid Bond — Provide
- Disclosure of Ownership — Attached
- Bidder's Proof of Responsibility — Attached
- Supplement to Bid Forms (Document 00400) — Attached

b. Additional Forms and Information

- Insurance Requirements
- Standard Form of Agreement Between Owner & Contractor
  AIA Document A132 – 2009 Edition (Electronic Format) as modified by Owner
- General Conditions of the Contract for Construction
  AIA Document A232 – 2009 Edition (Electronic Format) as modified by Owner
- Report of Geotechnical Exploration
- Asbestos Pre-Demolition/Renovation Inspection Report

c. Drawings for Outagamie County Administration Complex Addition and Remodel

d. Specifications for Outagamie County Administration Complex Addition and Remodel

APPENDIX A

OUTAGAMIE COUNTY BID FORM
Administration Complex Addition & Remodel

Bid Due: April 17, 2017 2:00 p.m. CT

Mail / Delivery Bids To: Outagamie County Clerk
Attn: Lori O'Bright
410 S Walnut St
Appleton, WI 54911

Checklist of items to include with Bid

_____Bid Form _____Bid Bond _____Disclosure of Ownership

_____Bidder's Proof of Responsibility Form _____Supplement to Bid Forms (Document 00400)

Acknowledgement of Addendum(s)

Addendum _____ Date Issued _____

Addendum _____ Date Issued _____

Addendum _____ Date Issued _____

Firm Name: _____

Authorized Signature: _____

Print name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

E-mail: _____

Base Bid

Additions to and Remodeling of the Outagamie County Administration Complex:

Lump Sum Cost $_____

Written _____Dollars and _____ Cents

Alternate Bids – See Document 00400; Attachment C

DISCLOSURE OF OWNERSHIP

(1) INSTRUCTIONS On the date a contractor submits a bid to, or completes negotiations with, a state agency or municipality on a public works construction project subject to ss. 66.0903(3) or 103.49, Stats., the contractor shall disclose to the state agency or municipality soliciting or negotiating the bids the name of any "other construction business" which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

This information is only required to be disclosed if the contractor, or a shareholder, officer or partner of the contractor, owns or has owned at least a 25% interest in the "other construction business" on the date the contractor submits a bid or completes negotiations, or at any time within the preceding three (3) years, and the Wisconsin Department of Industry, Labor and Human Relations has determined that the "other construction business" failed to pay the prevailing wage rate, or at least time and one-half the hourly basis rate of pay for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

(2) DEFINITION The term "other construction business" means any business engaged in erecting, constructing, remodeling, repairing, altering, painting and decorating buildings, structures of facilities and any business engaged in supplying mineral aggregate, as provided by ss. 66.0903(4), 103.49(2) and 103.50(2), Stats.

(3) NAME AND ADDRESS OF OTHER BUSINESS Indicate below the name(s) and address(es) of any "other construction business" which meets the criteria specified above. If none, so state.

_____

Name of Business

Signature

_____

_____

I hereby state that the information contained in this document is true and accurate according to my knowledge and belief and understand that the willful falsification of any information may result in a civil or criminal penalty pursuant to Chapt. 101, Stats.

_____ _____

Name (Please Print)

Signature

_____

This _____ day of _____, 20____

Title

_____ _____

Name of Contractor

Address (City, State and Zip)

STATUTORY AUTHORITY: ss. 66.293(3)(n)4. and 103.49(7)(d), Stats.

BIDDER'S PROOF OF RESPONSIBILITY

Submitted To: _____ Date Filed: _____

Project: _____ Project No. _____

Complete all of the following items; if not possible, print N/A.:

1. Business Name: _____

   Address: _____
   (Street/P.O. Box) *(City/State/Zip Code)*

   Telephone Number: (_____) _____

   Contact Person: _____

2. Type of Organization (check one): _____ Corporation _____ Partnership
   _____ Individual _____ Joint Venture
   _____ Other * _____

   ** (If "Other", attach brief statement describing organization).*

3. When Organized? _____

4. If a Corporation, when and where incorporated? _____

5. General character of work performed by your firm: _____

   _____

6. What was the average number of personnel in your organization during the last 12 months?
   Office _____ Skilled _____ Unskilled _____

7. Equipment. Attach a list of equipment owned by the organization.

8. Has your organization, any of its owners, a subsidiary or corporate parent, or any officer or director thereof, been convicted in the last three (3) years of violating unlawful contracts / conspiracies? _____ If YES, indicate:

   Date: _____

   Claimant: _____

   Claimant's Mailing Address: _____

   _____

   Attach a statement reciting the particulars of such violation(s).

9. Has your organization ever defaulted on a contract? _____ If YES, indicate:

Date: _____

Contract: _____

Location: _____

_____

Attach a statement reciting the particulars of such default(s).

10. Past Contracts and References. Attach a list of contracts which have been awarded to your organization in the last five (5) years. The list shall include; Name, Owner, Amount, Architect/Engineer, brief project description. Include 3-5 contracts that are most relevant to this project.

11. Contracts on Hand. Attach a list of present contracts including a schedule as to estimated completion date and gross amount of each contract.

Dated this _____ day of _____, 20 _____.

Name of Organization:

_____

By: _____
(Signature)

Name: _____
(Please Print or Type)

Title: _____

DOCUMENT 00400

SUPPLEMENT TO BID FORMS

OWNER: OUTAGAMIE COUNTY
410 South Walnut Street
Appleton, WI 54911

PROJECT: OUTAGAMIE COUNTY
ADMINISTRATION COMPLEX
ADDITION AND REMODEL FOR THE
MAINTENANCE DEPARTMENT
Appleton, Wisconsin

CONTRACT NO: O0002-6-16-00160.00

BIDS DUE: April 17, 2017
2:00 p.m., local time

1. ATTACHMENTS

We include the following Bid Form Attachments. Information provided in Attachments shall be considered part of the Bid Forms in the Contract Documents.

Attachment A - Subcontractors

Attachment B - Unit Prices

Attachment C - Alternates

2. BIDDER ACKNOWLEDGMENT

Firm Name: _____

Firm Address: _____

_____

_____

_____

Date: _____

Attachment A

SUBCONTRACTORS

We have included the WORK of the following Subcontractors as part of our Bid for the Project/Contract mentioned in Document 00400. Information provided in this Appendix A becomes part of the Bid Form and Contract Documents.

Submitted By:_____ _____
(full corporate name) Date

Section of Work	Subcontractor Name
Acoustic Ceilings	
Architectural Precast	
Asphalt	
Bar Joists	
Carpentry / Finished	
Carpentry / Rough	
Carpet	
Concrete Ready Mix	
Concrete Reinforcement / Placement	
Damp-Proofing	
Doors	
Earth Work	
Electrical	
Elevator	
Erection Structural Steel	
Excavation	
Finish Hardware	
Fire Protection	
Glass & Glazing	
Gypsum Wallboard	
Hollow Metal Work	
HVAC	
Joint Sealers	
Masonry	
Membrane Roofing	
Metal Decking	
Millwork	

Attachment A

SUBCONTRACTORS
(continued)

Section of Work	Subcontractor Name
Painting / Wallcovering	_____
Plumbing	_____
Structural	_____
Steel	_____
Tile	_____
Toilet Partitions	_____
Windows	_____
Surveillance System	_____
[_____]	_____
[_____]	_____

Attachment B

UNIT PRICES

The following Unit Prices are for specific portions of the work, and are applicable to authorized variations from the Contract Documents. Prices stated include the total compensation, including Material, Labor, Taxes, Overhead and Profit. Price(s) stated are included as part of the Bid for the Project/Contract mentioned in Section 00 41 00.00 - Bid Form. Information provided in this Appendix B becomes part of the Bid Form and Contract Documents.

Submitted By:_____ _____

(full corporate name) Date

On Site Excavation	Unit Of Measure	ADD	DEDUCT
Earth-Hand, to 6 ft. depth	CY	$	- $
Earth-Hand, below 6 ft. depth	CY	$	- $
Earth-Machine, general	CY	$	- $
Earth-Machine, footing & trench	CY	$	- $
		$	- $

Removed From Site Excavation	Unit Of Measure	ADD	DEDUCT
Earth-Hand, to 6 ft. depth	CY	$	- $
Earth-Hand, below 6 ft. depth	CY	$	- $
Earth-Machine, general	CY	$	- $
Earth-Machine, footing & trench	CY	$	- $
		$	- $

Fill	Unit Of Measure	ADD	DEDUCT
Compacted granular, fill in-place volume	CY	$	- $
		$	- $

Concrete Forms / Sq.Ft. Contract Surface	Unit Of Measure	ADD	DEDUCT
Walls	CY	$	- $
Columns and Piers	CY	$	- $
Footings	CY	$	- $
Beams	CY	$	- $
		$	- $

Attachment B

UNIT PRICES

(continued)

Concrete In Place w/o Forms & Reinforcing Steel	Unit Of Measure	ADD	DEDUCT
Walls	CY	$	- $
Columns and Piers	CY	$	- $
Footings	CY	$	- $
Beams	CY	$	- $
		$	- $

Concrete In Place w/o Forms & Reinforcing Steel	Unit Of Measure	ADD	DEDUCT
Walls	CY	$	- $
Columns and Piers	CY	$	- $
Footings	CY	$	- $
Beams	CY	$	- $
		$	- $

Concrete Reinforcing Steel In Place Bent Bars	Unit Of Measure	ADD	DEDUCT
Walls	CY	$	- $
Columns and Piers	CY	$	- $
Footings	CY	$	- $
Beams	CY	$	- $
		$	- $

Concrete Reinforcing Steel In Place Straight Bars	Unit Of Measure	ADD	DEDUCT
Walls	CY	$	- $
Columns and Piers	CY	$	- $
Footings	CY	$	- $
Beams	CY	$	- $
		$	- $

Cameras	Unit Of Measure	ADD	DEDUCT
1 MP Camera – Axis P3364-V	1	$	- $
Network Camera Cable Drop (Includes terminations, labeling and testing)	1	$	- $

Attachment B

UNIT PRICES

(continued)

Electrical	Unit Of Measure	ADD	DEDUCT
Light Fixture Type AA, furnished and installed less wiring	1	$	- $
Light Fixture Type AB, furnished and installed less wiring	1	$	- $
Light Fixture Type AC, furnished and installed less wiring	1	$	- $
Light Fixture Type KA, furnished and installed less wiring	1	$	- $
Light Fixture Type XA, furnished and installed less wiring	1	$	- $
Single Pole Toggle Light Switch, furnished and installed less wiring	1	$	- $
Three Way Toggle Light Switch, furnished and installed less wiring	1	$	- $
Occupancy Sensor Type S-OSD, furnished and installed less wiring	1	$	- $
20 amp 120v Duplex Receptacle, furnished and installed less wiring	1	$	- $
Poke Thru type Floor Box Assembly, complete with (1) 20 amp 120v duplex receptacle and (2) voice/data jacks, furnished and installed less wiring	1	$	- $
¾" EMT conduit with (3) 1/C#12AWG CU conductors, furnished and installed complete	Per Lin Ft.	$	- $

Attachment C

ALTERNATES

The following Alternate Bid prices are submitted for consideration by the Owner, for inclusion in the Contract. Prices are based on Alternate descriptions included in the Bid Documents for the Project/Contract mentioned in Document 00400. Information provided in this Appendix C becomes part of the Bid Form and Contract Documents.

Submitted By:_____ _____
(full corporate name) Date

Alternate Bid A1

- The Contractor shall state the net addition to or deduction from the base bid Contract for all scope of work identified as being part of the 227 South Walnut street site, including but not necessarily limited to, total demolition of existing building, abandoning laterals, excavation, paving, seal coating, pavement striping, landscaping and site lighting. See documents for full scope of work. Note that this scope of work will most likely occur late in the overall project construction period; possibly in early to mid-2018.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid C1

- Per sheet C102 all existing underground sanitary, water main and storm sewer piping to be abandoned is to be filled with low strength slurry backfill and capped at each end. In some areas the geotechnical consultant may require excavation to correct unsuitable soils to an elevation at or below the existing piping, in which case it would be removed and disposed of in lieu of abandonment with slurry backfill. The contractor shall state the addition or deduction price per linear foot from the base bid contract for each foot of existing piping removed in lieu of slurry backfill.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid H1

- The Contractor shall state the net addition to or deduction from the base bid Contract for furnishing and installing an alternate air and dirt separator manufacturer in lieu of Spirovent as called out in Section 23 20 05.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid H2

- The Contractor shall state the net addition to or deduction from the base bid Contract for furnishing and installing standard centrifugal chillers with variable frequency drive capacity control as manufactured by Trane, Carrier, Daikin, or York in lieu of the base bid magnetic bearing chillers.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid H3

- The Contractor shall state the net addition to or deduction from the base bid Contract for furnishing and installing dual compressor centrifugal chillers with variable frequency drive capacity control as manufactured by Trane, Carrier, Daikin, or York in lieu of the based bid magnetic bearing chillers.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid H4

- The Contractor shall state the net addition to or deduction from the base bid Contract for furnishing and installing Johnson FX controls installed by HVA Products in lieu of the base bid Johnson Metasys system along with a head end package to integrate with the existing Johnson Metasys system.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid E1

- The Contractor shall state the net addition to or deduction from the base bid Contract to reduce the size of the new incoming electrical service to 010MSB1A from 3000 amps to 2000 amps. Alternate E1 is to be reflective of the following Contract modifications:
  1. Outdoor transocket to be reduced to 2000 amp rated
  2. 010MSB1A to be reduced to 2000 amp rated bus with 2000AF/2000AT 100% rated main breaker
  3. Eliminate two (2) SPARE 3 inch underground conduits between outdoor transocket and 010MSB1A

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid E2

- The Contractor shall state the net addition to or deduction from the base bid Contract to eliminate the new electrical feeds to the existing HHS-North Main Service equipment which is located in the existing HHS-North Electrical Room 03.3.172. Alternate E2 is to be reflective of the following Contract modifications:
  1. Eliminate 600a 3p feeder breaker in 010MSB1A and feeder to new transformer 003TX-DPL3A
  2. Eliminate new transformer 003TX-DPL3A
  3. Eliminate new feeder between new transformer 003TX-DPL3A and existing Panel 003DPL3A (formerly DP4)
  4. Eliminate 600a 3p feeder breaker in 010MSB1A and feeder to existing Panel 003DPH3A (formerly DP5)
  5. Eliminate requirement to disconnect and remove the existing 4160v Primary Fused Switch, 4160v Metering Cabinet and 4160v Indoor Transformer and electrical connections to existing DP4 and DP5.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid E3

- The Contractor shall state the net addition to or deduction from the base bid Contract to eliminate the new Site Lighting installation as shown on the documents for the renovated 227 South Walnut Street parking lot site.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid E4

- The Contractor shall state the net addition to or deduction from the base bid Contract to provide metal clad cable where permitted by Code and where approved by the local Authority Having Jurisdiction, in lieu of conduits and single conductors for all branch circuit wiring.
- Branch circuit “homeruns” between panelboard and first outlet/room shall be installed as conduit and single conductor.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid E5

- The Contractor shall state the net addition to or deduction from the base bid Contract to provide the following Commercial Specification Grade wiring devices in lieu of those specified in Section 26 27 26.00 –Wiring Devices:
  1. Duplex Receptacles: Hubbell BR20I, or approved equal
  2. Tamper-Resistant Duplex Receptacles: Hubbell BR20ITR, or approved equal
  3. GFCI Duplex Receptacles: Hubbell GFRST20I, or approved equal
  4. Standard Wall Switches: Hubbell CSB120I, CSB220I, CSB320I and CSB420I,or approved equal

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid LV1

- The Contractor shall state the net addition to or deduction from the base bid Contract to provide a complete Hearing Loop system and all required ancillary materials and/or work per Section 28 26 00 to the following spaces:
  1. Waiting Room 10.1.031
  2. Interview Room 10.1.032
  3. Interview Room 10.1.053
  4. Office (Intake Room) 10.1.051
  5. Office (Intake Room) 10.1.052
  6. Office (Intake Room) 10.1.059

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid LV2

- The Contractor shall state the net addition to or deduction from the base bid Contract to extend the wireless duress system to the remainder of the CAB building.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid LV3

- The Contractor shall state the net addition to or deduction from the base bid Contract to extend the wireless duress system to the Youth and Family Services building. Contractor shall assume one transponder and 15 receivers for this alternate.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Alternate Bid LV4

- The Contractor shall state the net addition to or deduction from the base bid Contract to provide and install the elements identified in the Alternate SC1 Door Schedule located on Sheet A291 along with all required ancillary materials and/or work.

Add / Deduct _____ Dollars ($_____).
(circle one) *(words)* *(figures)*

Administration Complex Addition & Remodel
Insurance Requirements

Section 1 - Indemnification and Hold Harmless Clause:

The Contractor agrees at all times during the term of the agreement to indemnify, hold harmless and defend the County, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney's and consultant's fees) which the County, its Boards, Committees, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by the Contractor, its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts or omissions of the County, its Agencies, Boards, Committees, Officers, Employees, Authorized Representatives or Volunteers. It is agreed that Contractor/Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor's/Vendor's indemnity obligations shall not be limited by any worker's compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Contractor/Vendor.

Section 2 - Compliance with Laws, Regulations, Permits, Etc. Clause:

The Contractor shall comply with all Federal, State and local codes, laws, regulations, standards, and ordinances, including, without limitation, those of the Occupational Safety and Health Administration (OSHA), the Wisconsin Department of Safety and Professional Services and all County rules and orders governing the performance of the work performed by the Contractor/Vendor, its employees, agents and subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. In addition, any material, equipment or supplies provided to the County must comply with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards. Effective May 1, 2007 employers performing work on qualified public works construction projects in Wisconsin for municipal government and state building projects will be required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Wisconsin Statute § 103.503.

Section 3 - Subcontractors Clause:

The Contractor shall require each of their Subcontractors to take out and maintain, during the life of their subcontract the same insurance coverages as required under section 6, below, including without limitation naming the County, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers as additional insureds with respect to all commercial general liability insurance policies. Each Subcontractor shall furnish to the Contractor two (2) copies of all certificates of insurance in a form acceptable to the County. The Contractor shall furnish one copy of each of the certificates of insurance, and any other evidence of insurance requested by the County, to the County prior to the commencement of any work to be performed by Contractor/Vendor or its Subcontractors. The County reserves the right to immediately

terminate the contract with no liability or obligation to Contractor/Vendor or its Subcontractors, if the Subcontractor is not in compliance with these insurance requirements.

Section 4 - Proof of Insurance:

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department and having an "AM Best" rating of A- or better. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of the Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Coverage afforded shall apply as primary and non-contributory, with the County, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers named as **additionally insureds (with respects to any and all insurance policies identified in Section 6, as allowed by law)**. All liability insurance policies (except professional liability policies) to be maintained hereunder by Contractor/Vendor shall be occurrence based and not claims made policies. The County shall be given thirty (30) days advance notice of cancellation or nonrenewal of any and all required insurance coverages during the term of this agreement. Prior to the execution of this agreement, the Contractor shall furnish the County with certificates of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative and, upon request, certified copies of the required insurance policies and any other insurance related information, evidencing the insurance coverage requirements referenced below. **Certificates of insurance shall be sent to the following address: Outagamie County, Attention: Risk Administrator, 410 South Walnut Street, Appleton, WI 54911**. The County reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or any of its Subcontractors, if the Contractor is not in compliance with these insurance requirements.

Section 5 – Applicable Law:

Any lawsuits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Outagamie County, Wisconsin and the County and Contractor shall submit exclusively and specifically to the jurisdiction of the Outagamie County Circuit Court for such lawsuits. This agreement will be governed and construed according to the laws of the State of Wisconsin.

Section 6 – Insurance Coverage Requirements:

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. **Outagamie County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor/Vendor from liabilities that might arise out of the performance of work under this contract by the Contractor, it agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.** Contractor agrees that in order to protect itself and the County, its Boards, Committees, Employees, Authorized Representatives and Volunteers under the indemnity provisions of Section 1, it will at all times during the term of the agreement provide and maintain at its own expense, the following minimum limits of insurance covering its operations:

Minimum Insurance Coverages and Limits

1) Worker's Compensation & Employer's Liability

   a) Applicable State – Statutory Limits as Required by the State of Wisconsin

   b) Applicable Federal (e.g. U.S. Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act, and Federal Employer's Liability Act) – Statutory Limit

   c) Employer's Liability - $100,000 each occurrence / $100,000 each person (disease) / $500,000 total limit (disease)

   Except as may be otherwise set forth herein, the County shall not be liable to the Contractor, its employees, or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under this agreement. The Contractor agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employees, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

2) Automobile Liability – Owned, Non-Owned, Hired

   a) Bodily Injury and Property Damage Combined - $1,000,000 for bodily injury and property damage per occurrence limit covering all vehicles to be used in connection with the performance of Contractor's/Vendor's obligations under this Agreement.

   b) Coverage for commercial automobile liability insurance shall be at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

   If Contractor/Vendor/Subcontractor or Contractor's/ Vendor's/Subcontractor's employees use personal vehicles to perform any services or work to be performed by Contractor/Vendor or Subcontractor under this Agreement, the Contractor/Vendor/Subcontractor must provide, to the County, a copy of the Certificate of Insurance (and any other documentation requested by the County) for Personal Automobile Liability coverage for each employee of the Contractor/Vendor/Subcontractor who will be using their personal vehicle to perform such services or work as evidence of satisfactory compliance.

3) Comprehensive General Liability (Including Broad Liability Endorsement)

   a) Bodily Injury and Property Damage Combined - $1,000,000, Each Occurrence

   b) Personal Injury - $1,000,000

   c) Aggregate - $5,000,000

   d) Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

4) Umbrella or Excess Liability

   a) $10,000,000 following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages.

Other Insurance Coverage's & Minimum Limits

1) Completed Operations

   a) $5,000,000 / Each Accident

   Coverage shall be maintained for a period of two (2) years after the final payment to Contractor/Vendor.

2) X,C,U*:*

   a) $1,000,000 / Each Accident

DRAFT AIA® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

AS MODIFIED BY OWNER

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, ~~legal status,~~ and address ~~and other information~~)

« »« »
« »
« »
« »

and the Contractor:
(Name, ~~legal status,~~ and address ~~and other information~~)

« »« »
« »
« »
« »

for the following Project:
(Name, location and ~~detailed~~ description)

«Outagamie County Template»
« »
« »

The Construction Manager:
(Name, ~~legal status,~~ and address ~~and other information~~)

«Will be determined at a later date »« »
« »
« »
« »

The Architect:
(Name, ~~legal status,~~ and address ~~and other information~~)

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Request for Bid (including all Bid Exhibits and Attachments), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of the Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

In the event the Contractor, without excuse, fails to achieve Substantial Completion within the Contract Time, the Contractor shall pay to the Owner as liquidated damages, and not as a penalty, the sum of _____ Dollars ($_____) for each and every calendar day following the end of the Contract Time until Substantial Completion is achieved. However, the Contractor shall not be liable for liquidated damages for a day, or days, of excusable delay occurring during such period following the end of the Contract Time.

§ 3.4 Substantial Completion occurs when the Work is sufficiently completed in accordance with the Contract so the Owner can occupy or utilize the Work for its intended use. This does not mean that the building is in fact completed and finished.

§ 3.5 The Contractor shall achieve Final Completion of the entire Work, not later than 30 calendar days after Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[~~«~~ «X»] Stipulated Sum, in accordance with Section 4.2 below

~~[« »] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below~~

~~[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below~~

~~*(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)*~~

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be « » ($ « »), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on and includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.2.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.2.4 Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

« »

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

« »

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.4.7 Guaranteed Maximum Price
§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » ($ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

« »

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment properly submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the « »tenth day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the « last-» day of the « same» month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved in writing by the Construction Manager, Owner and Architect in accordance with the

Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager, Owner or ~~and~~ Architect may require. This schedule~~, unless objected to~~ when approved in writing by the Construction Manager, Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage ~~of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;~~as determined in accordance with Wisconsin Statutes Sec. 66.0.0901(9)(b).

.2 The Owner may~~Add~~ add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage ~~of « » percent (« » %)~~as stated in 5.1.4.3(1);

.3 Subtract the aggregate of previous payments made by the Owner; ~~and~~

.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions; and~~.~~

.5 Subtract amounts, if any, being withheld by the Owner as provided in the Contract Documents.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ~~« » percent (« » %)~~ the full amount of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, as reasonably determined by the Architect and the Owner, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~

~~§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;

.2 Add the Contractor's Fee, less retainage of « » percent (« » %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract retainage of « » percent (« » %) from that portion of the Work that the Contractor self-performs;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

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§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232–2009;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Contractor's Fee, less retainage of « » percent (« » %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of « » percent (« » %) from that portion of the Work that the Contractor self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232–2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract; and except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and

.32 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; andsuch final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

.3 the Contractor's Release and Wavier of Lien has been received; and

.4 the final waivers from the Contractor's subcontractors, supplies and vendors are submitted to the Construction Manager; and

.5 if applicable, Contractor's affidavit of compliance with the Prevailing Wage Rate Determination has been received by the Construction Manager.

« »

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.2.3 Final Payment does not relieve Contractor of its obligation to correct non-conforming Work or to satisfy any requirements which survives final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker. ~~pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.~~
~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

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~~§ 6.2 Binding Dispute Resolution~~

~~For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:~~
~~*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*~~

~~[« »] Arbitration pursuant to Section 15.4 of AIA Document A232–2009.~~

~~[« »] Litigation in a court of competent jurisdiction.~~

~~[« »] Other: *(Specify)*~~

~~« »~~

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009, as modified.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009, as modified.

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.~~

~~§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:~~

~~.1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~
~~.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and~~
~~.3 Subtract the aggregate of previous payments made by the Owner.~~

~~§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to~~

be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 2009, as modified or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

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§ 8.3 The Owner's representative:
(Name, and address and other information)

« »
« »
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§ 8.4 The Contractor's representative:
(Name, and address and other information)

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« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 The Contractor agrees that they are an independent Contractor with respect to the services provided pursuant to the Contract. Nothing in the Contract shall be considered to create the relationship of employer and employee between the parties.

§ 8.6.2 If requested, the Contractor shall provide the Owner's auditors access to and furnish them with information, records and reports regarding powers, duties, activities, organization, property, financial transactions and methods of operations, and any other information, records and reports that relate directly or indirectly to the services being rendered pursuant to the Contract. The Contractor shall also provide access for the Owner's auditors to inspect all property, equipment and facilities that are used or made use of by the Contractor in rendering its services pursuant to the Contract. The provisions of this paragraph shall continue for a period of three years following the completion of services.

§ 8.6.3 Any information , records and reports provided to or obtained by the Owner pursuant to 8.6.2, or which the Owner otherwise comes into possession of pursuant to the Contract shall be subject to the provisions of Wisconsin's Public Records Law, including provisions regarding limitations upon access based upon trade secret information and state or federal restrictions.

§ 8.6.4 The Contractor shall provide a job trailer with skirting large enough to carry out all duties and obligations as set forth in this Agreement and the General Conditions. The Contractor's trailer will host meetings. The Contractor shall provide temporary power to their own job trailer and the Construction Manager's job trailer.

§ 8.6.5 In the event of a conflict between this Agreement and the AIA Document A232™–2009 as modified, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition this Agreement will take precedence.

« »

§ 8.6.4 Waiver

§ 8.6.4.1 One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009 as modified, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009 as modified, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

~~.1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.~~
~~.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:~~

~~« »~~

~~.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

~~« »~~

.41 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INDMENIFICATION, INSURANCE AND BONDS
The Contractor shall maintain indemnification and purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009, as modified.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)
-Performance Bond Payment Bond	

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	CONTRACTOR *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

AIA® Document A232™ – 2009

General Conditions of the Contract for Construction,
Construction Manager as Adviser Edition

AS MODIFIED BY OWNER

for the following PROJECT:
(Name, and location or address)

«County Administration Complex Architectural & Engineering Services Addition and Remodeling»
« »

THE CONSTRUCTION MANAGER:
(Name, ~~legal status~~ and address)

«Unknown at time of signing AIA B132-2009, as modified by owner»« »
«Will be hired after General Contractor has been hired »

THE OWNER:
(Name, ~~legal status~~ and address)

«Outagamie County
410 South Walnut Street
Appleton, WI 54911»« »
« »

THE ARCHITECT:
(Name, ~~legal status~~ and address)

«McMahon Associates, Inc.
1445 McMahon Drive
Neenah, WI 54956»« »
« »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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TABLE OF ARTICLES

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(Topics and numbers in bold are section headings.)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any other persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction described in the Contract Agreement of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 ~~Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.~~ **Punch List.** The Punch List is a list of remaining minor tasks that need to be completed to satisfy the terms of the Contract.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of a conflict or inconsistency in or among the Contract Documents, or between the

Contract Documents and applicable codes in effect at the time the Contract Sum is bid or negotiated, the Contractor shall, unless directed otherwise in writing by the Owner, provide the greatest quantity, highest quality, highest degree of safety, and most stringent material, equipment or work.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 **Ownership ~~and Use of Drawings, Specifications and Other Instruments of Service~~ of Documents**

§ 1.5.1 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' reserved rights.~~Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project and any remodeling, reconstruction or repair of the Project and the completed Project. The Owner shall be deemed the owner of the Instruments of Service.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the ~~Instruments of Service~~Drawings, Specifications and other documents provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the ~~Instruments of Service~~ Drawings, Specifications and other documents. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the ~~Instruments of Service~~ Drawings, Specifications and other documents on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner~~, Architect and the Architect's consultants.~~

~~§ 1.6 Transmission of Data in Digital Form~~

~~If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.~~

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is ~~the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.~~ Outagamie County.

§ 2.1.2 The Owner shall furnish to the Contractor within ~~fifteen days~~ a reasonable time after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce any mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, with assistance from the Architect, shall secure and pay for the building permit.

§ 2.2.3 Unless required by the Contractor under the Contract Documents, The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant necessary to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a tenseven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be, and continue to be throughout performance of Work, lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in

writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 ~~Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.~~By executing the Contract, the Contractor represents that the Contractor has reviewed and understands the Contract Documents, has visited the Site and is familiar with local conditions under which the Work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during the bidding or proposal period.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. ~~These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.~~ Any errors, inconsistencies or omissions in the Contract Documents discovered by the Contractor before the Contractor proceeds with the Work, shall be reported promptly to the Owner as a request for information in such form as the Owner may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report in writing to the Architect, and Owner any nonconformity discovered by or made known to the Contractor ~~as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.~~.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, unless the Contractor in the exercise of ordinary care reasonably should have recognized the error, inconsistency, omission, differences, or nonconformities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the ~~Contractor's~~ best skill and attention normally used by competent and experienced Contractors. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract~~, unless the Contract Documents give other specific instruction concerning these matters. If~~

~~the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.~~.

§ 3.3.2 The Contractor shall be responsible to the Owner and third parties for acts and omissions of the Contractor, Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. At the time of payment application, Contractor shall provide Owner with lien waivers for all payments for work completed.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and all other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractors' employees shall be removed from the Project by Contractor, if reasonable requested by the Owner. Such persons shall not be allowed to return to work without written consent of the Owner.

§ 3.5 Warranty

The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements ~~may~~ will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager, Owner, or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties shall begin at the time of Substantial Completion.

§ 3.6 Taxes

~~The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~Effective January 1, 2016 all materials used on this project is tax-exempt under Wisconsin State Statute 77.54(9m).

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 ~~Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager~~The Contractor, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that

are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Any certificate of inspection shall be delivered to the Owner promptly on receipt.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work ~~knowing it to be~~that is contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume ~~appropriate~~ responsibility for correction of such Work and shall bear the costs, losses and expenses attributable to correction.

§ 3.7.4 ~~Concealed or Unknown Conditions.~~ If the Contractor encounters conditions at the site that are ~~(~~1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than ~~21~~ seven days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall be satisfactory to the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect ~~through the Construction Manager~~, the name and qualifications of a proposed superintendent. The Owner or Architect ~~Construction Manager~~ may reply within ~~14~~ 10 days to the Contractor in writing stating (1) whether the Owner~~, the Construction Manager,~~ or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Owner or ~~Construction Manager~~Architect to reply within the ~~14~~ 10 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner~~, Construction Manager~~ or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the ~~Construction Manager's~~Owner's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Owner's, Construction Manager's and Architect's approval. The Owner and~~,~~ Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Owner, Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 After the initial Project Schedule, The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the ~~Construction Manager~~Contractor. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules ~~submitted to~~approved by the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design

concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Owner, Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect. The Contractor must correct at its costs, and without adjustment in Contract Time, any Work of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has, with the prior approval of the Owner, given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for

conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the ~~Construction Manager~~Owner before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. ~~At completion of the Work~~On a daily basis, unless otherwise specified by the Owner, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such ~~information is promptly furnished to the Architect through the Construction Manager.~~belief is promptly communicated in writing to the Owner, Construction Manager and Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the ~~negligent~~ acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be

liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity ~~that~~ which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 ~~The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That~~ The person or entity ~~is~~ identified as the Construction Manager in the Agreement ~~and~~ is referred to throughout the Contract Documents as if singular in number.

~~§ 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Consent shall not be unreasonably withheld.~~

~~§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.~~

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment and, with the Owner's approval, during the one year period for correction of Work described in Section 12.2. The Architect will advise and consult with the Owner. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become ~~generally~~ familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site ~~whenever the Work is being performed~~in accordance with C132-2009, as modified Section 3.3.2. The Construction Manager will determine ~~in general~~ if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions

and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents, ~~or when direct communications have been specially authorized,~~ the Owner and Contractor shall endeavor to ~~communicate with each other through~~include the Construction Manager~~,~~ in communications with each other and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or Construction Manager or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and

3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect ~~will~~ may, with prior approval of the Owner have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager with the assistance of the Architect will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 The Architect will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.19 With the Owner's approval, the~~The~~ Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner or Construction Manager may reply within ~~14~~ 10 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the ~~14~~10-day period shall constitute notice of no reasonable objection. The Contractor shall update this list throughout the Project and keep the Owner and the Architect advised on any new Subcontractors employed.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement~~, written where legally required for validity~~, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors ~~will~~ shall be similarly required to make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under a bond or bonds relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes ~~the Contractor's rights and obligations under the subcontract.~~(1) all of the Contractor's rights, and (2) the Contractor's obligations for payment for future performance, under the subcontract; provided however, that the Owner does not assume any obligation under the subcontract for any amounts owed by the Contractor under the subcontract at the time of termination of the Contract by the Owner as provided in Section 5.4.1.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost, if any, resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. ~~If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.~~

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. ~~If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.~~

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and ~~the Construction Manager, with notice to the Architect, will~~reasonably allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone, subject to the Owner's prior approvals.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The Contractor must submit change proposals covering a contemplated Change Order within ten days after request of the Owner, Construction Manager or Architect or within ten days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed to the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor of Sub-Subcontractor. The Subcontractors or Sub-Subcontractors overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the change proposal in accordance with this Section 7.2.2 without accepting the change proposal in its entirety.

§ 7.2.3 If the Owner determines that a change proposal is appropriate, the Construction Manager will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until Owner, Construction Manager and Architect sign the Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without

invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect in writing of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine, with the Owner's approval, the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager or Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including ~~social security, old age~~Federal Insurance Contributions Act (FICA) and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same

basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree ~~with a determination made by the Construction Manager and Architect~~ concerning the adjustments in the Contract Sum and Contract Time~~, or otherwise reach agreement upon the adjustments,~~ such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not ~~knowingly~~, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. Any additional costs incurred by the Contractor to achieve Substantial Completion shall be at no additional cost to the Owner.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is materially delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, ~~or by labor disputes,~~ fire, ~~unusual delay in deliveries,~~ unavoidable casualties or other causes beyond the Contractor's control; ~~or by delay authorized by the Owner pending mediation and arbitration,~~ or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for ~~such~~ a reasonable time ~~as the Architect may determine~~.

~~§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.~~

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Extension of time shall be Contractor's sole remedy for delay unless the delay was caused by acts constituting intentional interference by the Owner with the Contractor's performance of the Work and where and to the extent that such acts continue after Contractor's notice to the Owner of such interference. Owners exercise of any of its rights under ARTICLE 7 CHANGES IN WORK, regardless of the extent or number of such changes, or Owner's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interferences with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment and as necessitated by Change Order from time to time thereafter, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner, Construction Manager and Architect may require. This schedule, ~~unless objected to by the Construction Manager or Architect,~~ when approved in writing shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Owner and Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Owner or Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the most recent approved schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to promptly pay a Subcontractor or material supplier unless such Work has been performed by the Contractor or by others whom the Contractor intends to promptly pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in writing in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in

part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect ~~may~~ will withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount, if any, for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a

part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; ~~or~~
.7 ~~repeated~~ failure to carry out the Work in accordance with the Contract Documents~~.~~;
.8 failure to process project documentation such as Owner, Construction Manager or Architect request for information, proposal requests, field orders, Change Orders, and/or submittals within ten (10) days upon receipt from the Owner, Construction Manager or Architect.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Contractor's subsequent Applications for Payment shall reflect such payment by joint check and the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment. When the Construction Manager or Architect's have consideration of such next Certificate for Payment, Section 9.5.1 shall apply. Any decision of the Owner to issue joint checks shall create no rights in favor of any person or entity except the right of the named payees to payment of the check and shall not obligate the Owner to further issuance of joint checks.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner and the Construction Manager has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner and the Construction Manager shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. ~~Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect ~~or awarded by binding dispute resolution,~~ then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable ~~costs of~~cost incurred for shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The Work shall not be considered suitable for Substantial Completion review until all project systems are operational as designed, all designated or required governmental inspections and certifications have been made and posts, designed instruction of Owner's personnel in the operation of systems has been completed, all training/operation manuals and warranty information has been provided to the Owner, and all final finishes are in place. In general, the only remaining Work shall be minor in nature, and not materially interfere with the Owner's normal business operation. As a condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within 30 consecutive calendar days following the date of Substantial Completion, unless otherwise specified in the Contract Documents.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive ~~list~~ Punch List of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon ~~receipt~~ completion of the ~~list~~Punch List, the Architect, assisted by the Construction Manager and Owner, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the ~~list~~Punch List, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the ~~list~~ Punch List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall ~~make payment of retainage applying to such Work or designated portion thereof.~~reduce the retainage withheld, as provided elsewhere in the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager in form and substance satisfactory to the Owner ~~(~~1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall ~~refund~~ promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

~~§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.~~

~~§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~

- ~~.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;~~
- ~~.2 failure of the Work to comply with the requirements of the Contract Documents; or~~
- ~~.3 terms of special warranties required by the Contract Documents.~~

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, a Sub-Subcontractor or equipment and material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs and for complying with all applicable laws, regulations and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is

responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the ~~fault or negligence~~acts or omissions of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.6.1 The Owner shall have the right, but not the duty, to have its own representative visit ~~the work~~ site at any time without prior notice to the Contractor for the purpose of conducting safety inspections. Contractor shall cooperate with the Owner's representative during such inspections, provide access to entire work site and work being performed, provide access to and furnish requested information related to Contractor's safety program, and promptly correct any safety hazards that may be identified during such inspections.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the Construction Manager other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall promptly report in writing to the Owner and Construction Manager all accidents arising out of or in connection with the Work which cause death, bodily injury, personal injury, or property damage and give full details. In addition, if death, bodily injury, serious personal injury or property damage are caused, the accident shall be reported immediately by telephone, email or messenger to the Owner.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB),encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 ~~Upon receipt of the Contractor's written notice, the~~ The Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to ~~cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the~~ verify that it has been rendered harmless. If the absence of material or substance is verified, Work shall immediately resume without adjustment Contract Sum and the Contract Time shall be extended by the days lost during testing. ~~If~~ the presence of the material or substance is verified, when the material or substance has been rendered harmless, Work in the affected area shall resume ~~upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.~~.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be primary and written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect ~~prior to commencement of the Work and~~ within ten (10) days of contract award thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner may purchase and maintain insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining ~~the Owner's usual liability insurance~~ this optional Owner's liability insurance unless required by the Contract Documents.~~.~~

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. This insurance does not include Contractor or Subcontractor's property which is not intended to be incorporated into the Work such as tools, sheds, hoists, canvasses, tarpaulins, mixers, scaffolding, staging towers owned or rented by the Contractor, or similar property not expended in the completion of, or to become a permanent part of the installation of Work.

§ 11.3.1.1 Property insurance shall be on an "all-risk", builder's risk or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

~~§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

§ 11.3.1.3 If the property insurance requires deductibles, the ~~Owner~~ Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit. The Contractor shall carry sufficient all risk insurance on both owned and leased equipment at the site of Work and enroute to and from the site of Work to fully protect them .The Contractor shall require the same coverage

of their Subcontractors. It is expressly understood and agreed that the Owner shall be no responsibility for any loss or damage to such equipment.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work~~, and the Owner and Contractor shall be named insureds.~~.

~~§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

~~§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

§ 11.3.6 Before an exposure to loss may occur, ~~the Owner~~if Contactor is providing the Contractor shall file with the ~~Contractor~~ Construction Manager a copy of ~~each~~ the builder's risk policy that includes insurance coverages required by this Section 11.3. ~~Each~~ The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that ~~the policy~~it will not be canceled or allowed to expire, and that its limits will not be reduced~~, until at least 30 days' prior written notice has been given to the Contractor.~~.

~~§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss, to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

§ 11.3.8 A loss insured under the ~~Owner's~~ Contractor's property insurance shall be adjusted by the ~~Owner~~ Contractor as fiduciary and made payable to the ~~Owner~~ Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements,

written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by ~~a party in interest,~~ the Owner, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the ~~Owner's~~ Contractor's duties. ~~The cost of required bonds shall be charged against proceeds received as fiduciary.~~ The ~~Owner~~ Contractor shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach~~, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor.~~. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The ~~Owner~~ Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the ~~Owner's~~ Contractor's exercise of this power~~; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.~~.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. If required, the bonds specified under this Article shall be issued by a bonding company licensed to do business in the State of Wisconsin.

§ 11.4.2 ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~The Contractor shall furnish both an AIA A312-2010 Performance Bond and an AIA A312-2010 Payment Bond, each in the amount of 100% of the contract price. The AIA A312-2010 Bonding Form may be replaced with the most current applicable AIA Bonding Form.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor,

at the Contractor's expense, shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During~~ If any of the Work is found to be not in accordance with the requirements of the Contract Documents during the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor ~~and to make a claim for breach of warranty~~. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the ~~law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~Laws of the State of Wisconsin. Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Outagamie County, Wisconsin and the Owner and Contractor submit to the exclusive jurisdiction of the Circuit Court for such lawsuits.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or

certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, unless such tests, inspections or approvals replace or modify preexisting requirements in which event the Owner shall bear any net additional costs thereof, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

~~§ 13.6 Interest~~

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract ~~in accordance with the requirements of the final dispute resolution method selected in the Agreement~~ within the time period specified by applicable law~~,~~.

~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.~~

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 ~~Termination by the Contractor~~ No Right to Stop Work for Non-Payment

§ 14.1.1 The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment, the Contractor may upon ten (10) days written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice. ~~may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:~~

~~.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;~~

~~.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;~~

~~.3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in~~ Section 9.4, or ~~because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~

~~.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner~~, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,~~ may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the ~~unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages~~costs of finishing the Work exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the ~~Contractor or~~ Owner~~, as the case may be,~~ shall, ~~upon application,~~ be certified by the ~~Initial Decision Maker~~Architect after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience
§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:
.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall
.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work ~~executed, and~~that has been performed in compliance with the Contract Documents, and for costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 Claims
§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Owner and Architect and shall be expressly stated to be a Claim under this Section 15.1.2. Claims made by either party shall be ~~Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party must be~~ initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. ~~The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.~~

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Such notice shall include, to the extent then known by Contractor, full details and substantiating data to permit evaluation by the Owner and Architect. If further or other information subsequently becomes known to the Contractor, it shall be promptly furnished to the Owner and the Architect in writing. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 ~~Claims for Consequential Damages~~Waiver of Claims. The Contractor waives claims against the Owner for principal office expenses including the compensation of personnel stationed there.~~and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

~~.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

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§ 15.2 Initial ~~Decision~~Recommendation

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10 may upon request of either the Owner or the Contractor be referred to the Architect for initial recommendation~~, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~

§ 15.2.2 The ~~Initial Decision Maker~~Architect will review all Claims referred and within ten days of the receipt of ~~a~~ the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) recommend rejecting ~~reject~~ the Claim in whole or in part, (3) ~~approve the Claim~~ recommend the approval of the Claim in whole or in part, (4) ~~suggest~~ recommend a compromise, or (5) advise the parties that the ~~Initial Decision Maker~~Architect is unable to ~~resolve the Claim~~make a recommendation if the ~~Initial Decision Maker~~Architect lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker~~Architect concludes that, in the ~~Initial Decision Maker's~~Architect's sole discretion, it would be inappropriate for the ~~Initial Decision Maker~~Architect to ~~resolve the~~make a recommendation Claim.

§ 15.2.3 In evaluating Claims, the ~~Initial Decision Maker~~Architect may, but shall not be obligated to, consult with or seek information from either party ~~or from persons with special knowledge or expertise who may assist the Initial~~

~~Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~.

§ 15.2.4 If ~~the Initial Decision Maker~~ the Architect~~-~~ requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the ~~Initial Decision Maker~~Architect when the response or supporting data will be furnished or (3) advise the ~~Initial Decision Maker~~Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Initial Decision Maker~~Architect ~~will either reject or approve the Claim in whole or in part.~~will take one of the last four (4) numbered actions contemplated in Section 15.2.2, in writing, and stating the reasons therefor.

~~§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

~~§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

~~§ 15.3 Mediation~~

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 15.4 Arbitration~~

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The~~

party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

RIVER VALLEY TESTING CORP.

REPORT OF GEOTECHNICAL EXPLORATION

PROPOSED SPACE NEEDS STUDY
OUTAGAMIE COUNTY ADMINISTRATION BUILDING
410 SOUTH WALNUT STREET
APPLETON, WISCONSIN

RVT #N16-509

Prepared for:

MR. PAUL FARRELL
OUTAGAMIE COUNTY

MAY 9, 2016

RIVER VALLEY TESTING CORP.

May 9, 2016

Mr. Paul Farrell
Outagamie County
410 S. Walnut Street
Appleton, WI 54911-5936

Subj: Report of Geotechnical Exploration
Proposed Space Needs Study
Outagamie County Administration Building
410 South Walnut Street
Appleton, Wisconsin
RVT #N16-509

Mr. Farrell:

In compliance with your instructions, River Valley Testing Corp. (RVT) has prepared a Report of Geotechnical Exploration for the above referenced project. The attached report includes the results of the exploration, as well as soil strength and construction recommendations. Two (2) bound copies and one (1) electronic copy of this report have been submitted to you with an additional electronic copy to Mr. Michael McMahon and Mr. Paul Benedict of McMahon, Inc.

Portions of the soil samples will be held at RVT for a period of 30 days from the date of this report and then discarded unless you request them to be shipped to a designated location.

RVT has expressed its opinions in this report based on the conditions observed at the test boring locations. If the construction encounters different conditions than at the test borings, please notify us so we can review these new conditions.

Respectfully Submitted,

RIVER VALLEY TESTING CORP.

Matthew A. Meyer, P.E.
Senior Geotechnical Engineer

MAM/mam

Attachments

EXECUTIVE SUMMARY

We have prepared this executive summary solely to provide a general overview. ***Do not rely on this executive summary*** for any purpose except that for which it was prepared. ***Rely on the full report*** for information about findings, recommendations, and other concerns.

The results of the exploration program indicate a moderate amount of special preparation would be required before the site is suitable for spread footing and mat foundation systems at, or below, standard frost depth. However, the existing fill, possible fill, and soft/very loose soils encountered in the borings present concerns at the site for shallow foundations. As a result, if a shallow foundation system is selected for the proposed structures, special subgrade preparation would be required to remove all existing fill from below foundations and floor slabs. However, the existing fill could remain below floor slabs in areas where proofrolling operations indicate rutting or deflections of less than 1" and it contains less than 5% organics. In addition, we recommend the encountered soft/very loose soils be removed from below the foundations and from within 2' of floor slabs. As an alternative to an over-excavate and refill operation, the structure could be supported on a deep foundation system such as driven piles. In addition, the floor slabs could be supported structurally. Please see the "Foundation Discussion" and "Foundations" sections of this report for additional details.

For pavements, the existing fill and possible fill soils encountered during the exploration program would also be a concern. We recommend removal of all existing fill from within 2' of the finished pavement grade. However, in our opinion the existing fill material could be left in-place below pavements if proofrolling operations do not indicate rutting or deflections in excess of 1" and it contains less than 5% organics. Another concern for pavements includes the presence of moderately frost susceptible soils encountered in the borings. However, based on our assumption of the owner's acceptable level of risk, we anticipate a majority of the frost susceptible soils will remain in place below pavements. Please see the "Pavement Discussion" and "Pavements" sections for additional details.

The "Site Preparation" section of this report contains other recommendations concerning subgrade preparation and the intended construction.

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REPORT OF GEOTECHNICAL EXPLORATION
PROPOSED SPACE NEEDS STUDY
OUTAGAMIE COUNTY ADMINISTRATION BUILDING
APPLETON, WISCONSIN

RVT N16-509

1.1 INTRODUCTION

This report presents the results of the soil exploration program for the proposed building addition and future parking structure at the Outagamie County Administration Building site in Appleton, Wisconsin. In fulfillment of the requested scope of services, River Valley Testing Corp (RVT):

1. Completed twelve (12) standard penetration test soil borings in the vicinity of the proposed construction. In addition, we advanced three (3) of the borings to a depth of 8', seven (7) to 45', and one (1) to 60' below the existing grade. Further, we advanced one (1) boring to auger refusal which occurred at a depth of 79½' below the existing grade.

2. Classified the encountered soils in the borings and prepared boring logs illustrating the soil strata.

3. Performed a limited number of laboratory tests, as we deemed necessary, to aid in classifying the soils and in estimating their engineering properties.

4. Completed a written report documenting the results of the field and laboratory test programs. The report includes the following:

    a. Soil boring logs which document the encountered subsurface conditions.

    b. Our recommendations concerning suitable foundation types and depths, allowable bearing pressure, settlement estimates, lateral earth pressures, seismic site classification, and recommended pavement sections.

    c. Construction considerations relative to the subsurface conditions.

The purpose of this report was to determine the various soil profile components, the engineering characteristics of the materials encountered, and to provide criteria for use by the design professionals in preparing the foundation and pavement plans.

2.0 PROJECT AREA

Site Location

The site of the proposed construction is located at the existing Outagamie County Administration Building and Justice Center facilities in Appleton, Wisconsin. Specifically, the site is located at the southeast corner of S. Walnut Street and W. 8th Street. Further, the building addition and parking structure are proposed to be constructed within the area of the existing parking lot at the site.

Topography

The general topography throughout the area of the proposed construction consists of existing buildings, asphalt paved parking lot, and landscaped areas. The site is relatively flat, but generally slopes downward to the east. The surface elevation at the boring locations ranged from 787.2' at Boring 1-16 to 780.2' at Boring 2-16, as referenced to the benchmark described in the "Drilling and Sampling Procedures" section of this report.

3.0 FIELD EXPLORATION

Drilling and Sampling Procedures

RVT advanced the soil borings on March 15 through March 19, 2016, utilizing truck and rubber tired ATV mounted rotary drilling rigs, and continuous flight hollow stem augers (HSA). Mr. Alex Barker of RVT determined the boring locations and depths. In addition, Mr. Colton

Lentz of RVT staked the boring locations in the field and McMahon, Inc., determined the surface elevations. McMahon, Inc., determined the surface elevation at the boring locations and referenced them to USGS Benchmark "BM Reset 1940" located in front of the west entrance to the County Courthouse. We understand this benchmark to have an elevation of 790.18' as referenced to the NGVD 1929 Datum. The "Boring Location Sketch" in the Appendix illustrates the approximate soil boring locations.

Field Penetration Tests

The drilling crew obtained field soil samples in accordance with American Society for Testing Materials (ASTM): D1586. Using this procedure, a 140 pound weight falling 30" drives a two inch outside diameter (OD) split barrel sampler into the soil using either a safety type manual hammer (MH) or an automatic hammer (AH). The "Method Section" of the boring logs indicates the hammer type in parentheses. After an initial set of six (6) inches, the standard penetration resistance or N-value describes the number of blows required to drive the sampler an additional 12 inches. The N-value provides an index of the relative density of cohesionless soils, or the consistency of cohesive soils. This provides additional information about the relative strength and compressibility characteristics of the subsoil.

Field Classification Tests

In the field, the drill crew chief visually and manually classified the soil samples in accordance with ASTM: D2488. RVT personnel returned representative samples to the laboratory for

further examination and verification of the field classification. The soil boring logs located in the Appendix describe the depth and identification of the various strata, the N-value, the groundwater level information and other pertinent information.

4.0 SUBSURFACE CONDITIONS

General

The stratification of the soils shown on the boring logs represents the soil conditions in the actual boring locations. Lines of demarcation represent the approximate boundary between the soil types, but the transition may be gradual.

It should be pointed out, the subsurface conditions at other times and locations on the site may differ from those found at the test locations. If the contractor encounters different site conditions during construction, the design engineer or the contractor should request RVT review the previous report recommendations in relation to the new information.

Subsurface Conditions

The soil boring logs in the Appendix illustrate the encountered soil and groundwater conditions at the test boring locations. The logs also indicate other pertinent information.

The generalized soil profile indicated by the borings consisted of a 14" to 23" asphalt pavement section overlying existing fill and possible fill to a depth of between 4½' and 10½'. Below these near surface soils, the borings encountered glacial till and lacustrine soils that extended to the boring termination depths. One exception to this occurred in Boring 9-16 which encountered a layer of outwash from 27' to 29' below the existing grade. Another exception occurred in Boring 2-16 which encountered a seam of peat at a depth of 50' below the existing grade. The lacustrine soils consisted of lean clay, fat clay, and silt. In addition, the glacial till consisted of sandy lean clay, lean clay, silty sand, and sandy silt. Further, the existing fill and possible fill soils consisted of sandy lean clay, lean clay, organic clay, clayey sand, silty sand, clayey gravel, and silty gravel.

Auger refusal occurred in Boring 1-16 at a depth of 79½' below the existing grade. A 5' rock core would be required to determine if the auger refusal occurred on bedrock, a boulder, or some other obstruction. However, based on published bedrock maps we anticipate the auger refusal more likely than not occurred on a bedrock formation.

Standard penetration N-values indicated the native clay and silt soils had a generally medium to rather stiff consistency, but it varied from medium to very stiff. In addition, the clayey existing fill and possible fill had a soft to rather stiff consistency. Further, the sand and gravel existing fill and possible fill had a loose to very loose relative density. Furthermore, the native sand soil

had a medium dense to extremely dense relative density. These standard penetration N-values can be found on the boring logs in the column titled "Total (N)."

Water Level Information

During drilling, the drillers noted groundwater ranging from 78½' in Boring 1-16 to 5' in Boring 7-16. However, the drillers did not note measurable groundwater at the completion of drilling because the use of drilling mud often obscures groundwater levels in the boreholes. Because the borings encountered relatively poor draining soils, in our opinion, the depth of observed groundwater may not be a reasonable indication of the static groundwater level at the time of drilling. In addition, the variable observed depths to groundwater may indicate a complex hydrologic condition exists at this site that consists of the static groundwater level and a groundwater table "perched" within zones of more permeable soil. Further, groundwater levels can fluctuate with time due to seasonal variations in precipitation, lateral drainage conditions, and from location to location. However, based on our laboratory testing and observations of the collected soil samples, in our opinion the static groundwater table is more likely than not between 15' and 25' below the existing grade. The time of year and the weather history during the advancement of the boring should be considered when estimating groundwater levels at other points in time.

5.0 LABORATORY TESTING PROGRAM

In addition to the subsurface exploration, a Geotechnical Engineer visually and manually classified the soil samples in the laboratory in accordance with the Unified Soil Classification System (USCS). A description of the USCS can be found in the Appendix of this report. The classification included the major and minor soil type, grain size, color, moisture content, and relative density. The square bracketed text noted below the soil description on the boring logs designates the probable geologic origin.

In addition, RVT performed laboratory tests to determine in-situ moisture content (W), in-situ dry density (DD), unconfined compressive strength (Q_u), specific gravity (G_s), one-dimensional consolidation (C_c), and organic content (Org). Most of the laboratory test results can be found on the boring logs adjacent to the number of the tested sample. However, the specific gravity and one-dimensional consolidation test results can be found on the "Report of Consolidation Test" located in the appendix. Further, RVT obtained calibrated spring penetrometer readings, P_q, for many of the clayey samples. The P_q test results can be found on the boring logs in the Q_u column.

6.1 ENGINEERING REVIEW

Project Information

The following information represents RVT's understanding of the proposed construction. It comprises an important part of our engineering review. If changes occur in the nature, design, grades, or locations of the proposed construction after completion of this report, the conclusions and recommendations in this report should not be considered valid unless we review the changes.

RVT understands the project includes the construction of a 150' x 175' three to five story, reinforced concrete addition to the existing Administration Building that will have a full basement. The planned construction also includes a proposed pedestrian bridge linking the new addition to the existing Justice Center. We also understand the project will include reconstructing the existing north parking lot and consideration may be given to a future four story 125' x 250' reinforced concrete parking structure. We understand the foundation loads for the building addition will be between 550 to 850 kips for the column loads and 15 to 30 kips per lineal foot for perimeter wall loads, dependent on the selected number of stories. Further, we understand the parking structure will have column loads of up to 1,400 kips and would be supported on foundations constructed at standard frost depth.

If the borings encounter subsurface conditions that might be detrimental to the support of the proposed structures, RVT has assumed the owner will have an acceptable risk level if the detrimental material remains in place. With this in mind, this report assumes the owner would

only be willing to accept a low risk for foundation and floor slab settlement in excess of 1" and ½", respectively. In addition, we assume the owner would be willing to accept a moderate risk for reduced pavement performance. *If these assumptions concerning the owner's acceptable risk level are incorrect, we should be immediately contacted so we can review our recommendations in light of the changed acceptable risk level.*

Foundation Discussion

Based primarily on information obtained from the soil borings, in RVT's opinion, the subsurface soil can provide suitable support for a spread footing foundation system. However, the existing fill, possible fill, and soft/very loose soils encountered in the borings present concerns for the support of both foundations and floor slabs.

Existing Fill and Possible Fill

The presence of existing fill and possible fill soils encountered in the borings provides one concern for the support of foundations and floor slabs. This material extended to a depth of between 4½' and 10½' below the existing grade in the borings. For the possible fill, in the absence of deleterious material (such as organics, bricks or concrete), we often have difficulty distinguishing the difference between native soil and clean fill. However, the owner should be aware of the risk for total and/or differential settlement in excess of 1" associated with constructing foundations and floor slabs on undocumented fill. Undocumented fill has a risk for

higher settlement because of potential variations in the density of this material. The risk also increases where the undocumented fill contains more than 5% organics.

Based primarily on the Standard Penetration N-values, in our opinion the risk of total and/or differential settlement in excess of 1" for foundations associated with the existing fill at this site would be moderate to high. However, in our opinion the risk associated with the possible fill would be very low for foundations if field observations during construction indicate the soil to be native. In addition, for floor slabs the risk for settlement in excess of ½" would generally be moderate to high for the existing fill. However, the risk for excessive floor slab settlement would be very low providing proof-rolling operations during construction do not indicate rutting or deflections in excess of 1" and it contains less than 5% organics. If the owner cannot accept these risks, or if field observations indicate the possible fill soil to be existing fill, then RVT recommends removing all encountered existing fill from below foundations and from within 2' of floor slabs, and replacing it with a compacted structural fill in accordance with the "Structural Fill and Backfill" section of this report. As an alternative to an over-excavate and refill operation, the structures could be supported on a deep foundation system. In addition, the floor slabs could be supported structurally.

Soft/Very Loose Soils

The soft/very loose (N < 5 bpf) soils encountered in Boring 3-16 and 9-16 provide another concern for the support of foundations and floor slabs. These borings encountered soft/very loose possible fill soils between a depth of 6' and 10½' below the existing grade. The owner should be aware that soft/very loose soil is highly compressible, would be subject to general shear failure at very light loadings, and has a very high susceptibility to disturbance by construction activity. Because of these factors, foundations bearing on or within one footing width of the soft/very loose soil layer would have a high risk that settlement could exceed 1".

We anticipate the owner would not be willing to accept this risk for total settlement in excess of 1". Therefore, we recommend over-excavating these soft/very loose soils from below the foundations and from within 2' of floor slabs, and then refilling the over-excavation with compacted structural fill in accordance with the "Structural Fill and Backfill" section of this report. As an alternative to an over-excavate and refill operation, the structures could be supported on a deep foundation system. In addition, the floor slabs could be supported structurally.

Summary

Based on our assumption of the owner's acceptable risk level, as outlined in the "Project Information" section of this report, we recommend the following:

1. Over-excavate all encountered existing fill from below the foundations.

2. Existing fill could be left in place below floor slabs if proof-rolling observations do not indicate rutting or deflection in excess of 1" and it contains less than 5% organics. Where the fill contains more than 5% organics or where rutting or deflections exceed 1", remove as much as 2' of the existing fill and replace it with a compacted structural fill.

3. If field observations indicate the possible fill is native, not undocumented fill, then it could be left in place below the foundations and floor slabs providing it has suitable strength.

4. Remove the encountered soft/very loose soils from below the foundations and from within 2' of floor slabs, and replace it with compacted structural fill in accordance with the "Structural Fill and Backfill" section of this report.

5. As an alternative to an over-excavate and refill operation, the structures could be supported on a deep foundation system. In addition, the floor slabs could be supported structurally.

RVT wishes to note, footing excavations subcut below the footing elevation should be oversized one foot horizontally in each direction for every foot of structural fill placed below the foundation. In addition, we ***strongly*** recommend RVT document the material exposed in the excavations does not exhibit obvious characteristics that would adversely affect the performance of the foundation system.

Foundations

Shallow Foundations

After the removal of all unsuitable existing fill and soft/very loose soil as noted in the "Foundation Discussion" section of this report, in RVT's opinion the proposed structures could be suitably supported by a conventional spread footing or a mat foundation system. The standard penetration N-values indicate the soils at the site are suitable for bearing pressures of between 1,500 psf to more than 5,000 psf. However, to limit the anticipated total and differential settlement of the proposed structures, we recommend limiting the net allowable bearing pressure utilized for the design. That being said, we recommend the foundations be placed on the medium ($N \geq 5$ bpf) native soil or on compacted structural fill that extends to the medium native soil. Based primarily on the standard penetration N-values and the anticipated acceptable settlements, we recommend utilizing a net allowable soil bearing pressure of up to 2,000 psf (pounds per square foot) for proportioning the foundations to resist compressive forces. Further, we recommend a minimum footing width of 18" for continuous spread footings and a minimum footing size of 24" x 24" for isolated column pads. For preliminary design purposes, we recommend a Modulus of Subgrade Reaction, k, of 125 pounds per square inch/inch (psi/in) be utilized for mat foundation design.

If properly proportioned, footings could be designed to have a theoretical factor of safety against general shear failure of at least three. For the three-story building addition alternative, using a maximum wall load of 15 kips per lineal foot and a maximum column load of 550 kips and the

maximum recommended net allowable bearing pressure of 2,000 psf, we estimate the total and differential settlements should not exceed 1" and ½", respectively. However, for the five-story building addition alternative, using a wall load of 30 kips per lineal foot and a maximum column load of 850 kips, we estimate the total settlement will be between 1" and 1¼" with a differential settlement of less than ½". Further, utilizing a maximum column load of 1,400 kips, we estimate the total settlement for the parking structure column pads will approach 1¼".

Since we assume the owner would only be willing to accept a maximum foundation settlement of 1", in our opinion the site would be suitable for the three-story building addition alternative constructed on a spread footing foundation system. Further, in our opinion the more heavily loaded five-story building addition alternative and the future parking structure may require a mat foundation or deep foundation system to limit the total foundation settlement to 1" or less. However, based on the information obtained from the soil borings, in our opinion there is at least a moderate probability that specialized in-situ soil testing methods could be performed at the site to justify a higher recommended soil bearing pressure and/or reduce the estimated magnitude of settlement for shallow foundation systems. Therefore, if consideration will be given to placing these structures on a shallow foundation system, we ***strongly*** recommend performing pressuremeter testing at the site. Pressuremeter testing would provide a more refined measurement of the in-situ strength and deformation characteristics of the clay soils than the Standard Penetration Test, laboratory unconfined compressive strength, and calibrated spring penetrometer test procedures.

In addition, since we understand the structural loadings are preliminary at this time, we recommend the project structural engineer consult with RVT during the foundation design process to further evaluate settlement potential when the specific structural loadings become available. If a mat foundation system will be considered, RVT strongly recommends we reanalyze our recommended Modulus of Subgrade Reaction, k, values after reviewing the applied pressure value contours developed by the project structural engineer. This review will be important to determine if we will recommend an additional shallow over-excavate/refill operation below the mat to help stiffen the soil reaction. Further, since RVT advanced only one soil boring within the footprint of the future parking structure, we recommend additional soil borings be advanced to further evaluate the suitability of the site for the planned construction. The additional borings would also provide the subsurface information necessary to evaluate the potential differential settlement for the parking structure.

Exterior footings should be placed at a minimum depth of 4' below finished exterior grades to protect them from potential frost effects. Interior footings should extend to the N≥5 bpf native soil. As an alternative, interior footings could be placed at any convenient depth below the floor slab on a structural fill, which extends to the native soil. In our opinion, the minimum footing depth should be increased to 5½' for footings and foundations in any poorly heated or unheated areas such as the future parking structure.

Deep Foundations

Due to the anticipated heavy foundation loadings and in anticipation that limiting the net allowable bearing pressure may reduce the feasibility of shallow foundation system, we explored other foundation alternatives that would be suitable to support the proposed structures. These alternatives included deep foundation systems consisting of drilled piers or driven piles. Both deep foundation alternatives would require extending the foundations to the extremely dense silty sand soils encountered at a depth of between 52' and 62' in Boring 1-16 and 2-16. However, after evaluating the suitability of these two alternatives, in our opinion a driven pile foundation system would be the most feasible deep foundation option for this site. Therefore, the following section provides our recommendations for driven pile foundation systems. However, if detailed evaluation of other deep foundation alternatives would be of value to the project, RVT should be contacted to provide additional recommendations as project plans develop.

Based on our analysis of the test data obtained from the subsurface exploration, in our opinion the site would be suitable to support the proposed structures on a driven pile foundation system. Based primarily on the standard penetration N-values and the soil classification, we recommend utilizing the allowable design values noted in the following table to estimate pile lengths.

Recommended Unit Strength Values

Elevation (ft)	Allowable Skin Friction (tsf[1])	Allowable End Bearing (tsf[1])
Surface to 775	na	na
775 to 725	0.11	4
725 to 708	0.40	75

[1] Tons per square foot.

Utilizing the above design values, the following table lists our recommended pile capacities and assumes pipe piles filled with 3,000 psi concrete and an allowable steel stress of 9,000 psi.

Pile Type	Allowable Vertical Capacity (tons) [b]	Pile Tip Depth [a]
HP10x42	55	60' – 70'
HP12x53	70	60' – 70'
10¾" Diameter CIP [c]	55	60' – 70'
12¾" Diameter CIP [c]	70	60' – 70'

[a] Below *existing* grade.
[b] Adjusted for downdrag, but not for weight of pile.
[c] Minimum pipe wall thickness of 0.25".

The allowable loadings for the pile members have included a factor of safety of two against failure. It is important to note that the conditions may vary at the exact pile locations and that driving operations may be less than ideal. These or other factors could necessitate greater pile depths to reach the pile capacities recommended above.

RVT based the above estimated pile lengths on static soil parameters at the test location. We intended these estimates only for planning and feasibility studies. The actual length requirements may vary, and must be determined by a test pile program at the start of construction. The piles could be rated by the Pile Driving Analyzer or by an appropriate driving formula such as the Gates dynamic formula.

We recommend close monitoring of pile driving operations to limit overdriving, which could cause damage to the pile sections. A steam, air, or diesel hammer should be used to drive the piles and the energy rating for the hammer should be selected so as to prevent overstressing the pile section. A numerical wave analysis should be performed prior to final pile and driving hammer selection to determine the pile-hammer compatibility and the drivability of the selected pile.

In our opinion, driving effects can be reduced by driving the piles no closer than three pile diameters from the nearest pile. Also, the piles near the center of the foundation should be driven first, and pile installation should be sequenced so that the outermost piles are driven last. This will reduce the potential movement of installed piles due to soil displacement during driving operations.

Floor Slabs/Parking Ramp Slab

If the planned construction will include a deep foundation system, then the floors should be structurally supported on a system of grade beams tied into the pile caps. However, for spread footing foundation systems, in RVT's opinion, the floor slab system could be placed on the native non-organic soil, on approved existing fill (except as noted in the "Foundation Discussion" section of this report), or on compacted structural fill. However, we strongly recommend proof compacting all "at-grade" floor slab subgrades to recompact any areas disturbed by the site stripping operation, and to document areas having excessively soft pockets of native soil.

In addition, the clayey and silty soils at this site have a moderate susceptibility to detrimental frost heaving and spring thaw weakening. Since detrimental frost heaving and spring thaw weakening could decrease the performance to the parking ramp slab, we recommend consideration be given to placement of a minimum 2' layer of structural fill below it.

Based primarily on the results of the standard penetration tests, RVT recommends using a Modulus of Subgrade Reaction, k, of 125 pounds per square inch/inch (psi/in) for designing floor slabs. However, if at least 2' of compacted structural fill will be placed below the floor slab, then the K-value could be increased to 175 psi/in.

Where the exposed subgrade consists of clayey or silty soils, we recommend placement of at least 6" of trimmable, compactable granular fill (such as manufactured sand or ¾" crushed limestone base course) having a gradation as outlined in the table below. This material would provide a leveling/blotter layer, a capillary break beneath the floor, and a drainage path away from the floor in excessively wet soil conditions.

Recommended Floor Slab Drainage Fill Gradation

Sieve Size	Percent Material Passing Sieve Size
1"	100
#4	40 - 100
#40	15 - 30
#200	Less than 10

In addition, we recommend utilizing a vapor retarder under any slab-on-grade where water vapor passage would be undesirable, such as where floors will be covered by wood, tile, carpet, or impermeable coatings. In RVT's opinion, the preferred configuration follows ACI 302.1 Section 3.2 guidelines for placement of the vapor retarder and granular fill leveling/blotter layer. However, our experience indicates other configurations will provide equivalent vapor retarding properties. For example, a vapor retarder can be placed in direct contact with the slab if the owner is aware of, and takes precautions for, the increased risk of slab curling.

Lateral Earth Pressures

Areas where the unbalanced fill height of the structures exceed 4', and constructed retaining walls, should be designed to resist lateral earth pressures. Using the Rankine method to calculate these pressures, the table below provides recommended values which could be utilized in the structure and retaining wall designs. Please note, the At-Rest Earth Pressure values should be utilized for wall designs where suitable lateral restraint will prevent lateral wall movement (such as basement walls).

Recommended Lateral Earth Pressures

Soil Type	Friction Angle,	Moist Unit Weight	Active Fluid Pressure, psf (K_a)	Passive Fluid Pressure, psf (K_p)	At-Rest Fluid Pressure, psf (K_o)
Compacted Structural Fill[1]	40°	125 pcf	27 (0.22)	575 (4.6)	44 (0.35)
Silty Sand, Clayey Sand, Silty Gravel, Clayey Gravel	36°	125 pcf	32 (0.26)	487 (3.9)	52 (0.41)
Lean Clay, Sandy Lean Clay	28°	135 pcf	49 (0.36)	378 (2.8)	72 (0.53)

[1] See "Structural Fill and Backfill" Section for details concerning recommendations.

[2] Please note, the above values assume a 0° backslope angle (β).

To resist shear forces, RVT recommends a maximum friction factor of 0.40 for foundations in contact with the sand and gravel soils and our recommended structural fill. In addition, we recommend utilizing an adhesion value of 500 psf for foundations in contact with the native clay and silt soils. However, the total lateral resistance for foundations in contact with the native clay soil should not exceed 30% of the total design dead weight. Please contact us for additional consultation if a different method will be used for determining the lateral earth pressures.

In our opinion, a predominantly sand backfill which has 100% passing the 3" sieve, 70-100% passing the #4 sieve, and less than 15% by weight passing the #200 sieve should be used around the perimeter of the building and behind retaining walls. We further recommend placing a perimeter drain tile system at or near the base of the footings to collect and remove groundwater and prevent a buildup of hydrostatic pressure on the walls. The drain tile system should be connected to the storm sewer system or a suitable outfall. The end of the outfall pipe should not be perforated to reduce the potential for plugging by vegetation roots, and should be covered with a screen to discourage nesting of small animals. In addition, a one to two foot thick clay cap should be constructed over the backfill in any unpaved areas to minimize infiltration of surface water. In our opinion, roof drainage for the buildings should also be directed onto pavements or into storm sewers to minimize infiltration.

It should be noted, a higher risk of foundation wall failure will exist if construction includes backfilling with clayey or silty material in areas having an unbalanced fill height greater than 4', because these soils have poor drainage characteristics. In addition, clay/silt backfill would reduce the effectiveness of the perimeter drainage system. Therefore, we *do not* recommend using clay/silt backfill in below grade structures and retaining wall areas.

Underpinning Foundations

Care should be taken not to undermine the foundations of the existing building. If excavations extend below the existing foundation elevations, we recommend underpinning the existing footings to transmit their loads to the elevation of the new foundations. The underpinning can be designed for the same net allowable bearing pressure indicated in the "Foundations" section of this report.

Through Joint

Differential settlement will occur between the new addition and the existing building. Therefore, RVT recommends a complete through joint be incorporated between the new addition and the existing building. The joint should be capable of tolerating the anticipated magnitude of potential settlement.

Seismic Site Classification

RVT understands the information required for the "Site Class" for the site includes values for average soil shear wave velocity, average standard penetration resistance or average soil undrained shear strength. Based on the results of the soil borings and RVT's knowledge of general soil conditions in the project area, we recommend the values in the following table for evaluating the Site Class for seismic considerations.

Seismic Properties				
Soil Type	Depth (ft)	Shear Wave Velocity, Vs (ft/sec)	Standard Penetration Resistance, N (Range / Average)	Undrained Shear Strength, psf (Range / Average)
Fill, Lean Clay	0' to 4½'	Unknown	6 – 9 / 7	3,500 – 4,000 / 3,750
Lean Clay	4½' to 17'	Unknown	12 – 17 / 15	2,600 – 4,500+ / 4,000
Lean Clay	17' to 57'	Unknown	5 – 12 / 7	185 – 3,250 / 1,250
Lean Clay	57' to 62'	Unknown	21 / 21	4,000 / 4,000
Silty Sand	62' to 79½'	Unknown	50+ / 50+	2,000+
Bedrock	79½' to 100'	Unknown	50+	2,000+
Average		Unknown	25+	2,000+

Based on the information in the above table, in RVT's opinion the proposed construction site would be classified as Site Class D.

Pavement Discussion

In general, flexible pavements derive their strength from the characteristics of the subgrade soils, the sub-base fill and the base course, and the bituminous upper layer and lower layer mixtures. In the design of the pavement, the total pavement thickness typically includes the bituminous mixtures, base course, and sub-base fill. The site has generally favorable conditions for the proposed pavement construction. However, the existing fill, possible fill, and frost susceptible soils encountered in the borings present concerns for the pavement performance.

Existing Fill and Possible Fill

The existing fill and possible fill encountered in the borings, which extended to a depth of between 4½' and 10½' below existing grade, provides one concern for the performance of the pavement system. For the possible fill, we often have difficulty distinguishing the difference between clean fill and native soil when the samples do not contain deleterious material. However, the owner should be aware of the increased risk for a reduced pavement performance associated with constructing pavements on undocumented fill. The risk exists because undocumented fill has a higher potential for variable density. In addition, this risk tends to increase with the presence of organic soils (more than 5% organics). Further, because of natural soil variability, every construction site has at least a very low risk for a reduced pavement performance. An organic content test performed on a select sample of the organic existing fill encountered in Boring 10-16 indicated a low to moderate organic content of 5.0%.

Based on the Standard Penetration N-values and the organic content test result, in RVT's opinion, the risk for reduced pavement performance associated with the existing fill at this site would be moderate to high. However, the risk could be reduced to a very low risk for the possible fill if it is native soil, not undocumented fill, and proof-rolling observations do not indicate rutting or deflection greater than 1". Further, the risk would be very low for encountered existing fill if it contains less than 5% organics and proof-rolling observations do not indicate rutting or deflection greater than 1". If the owner cannot accept these risks, then RVT recommends removing all encountered existing fill from within 2' of the finished pavement

grade and replacing it with compacted sub-base fill in accordance with the "Pavements" section of this report.

Frost Susceptible Soils

The frost susceptible clayey and silty soils encountered in the borings provide another concern for the pavement system. RVT wishes to note, a risk for reduced pavement performance exists with the construction of pavements on frost susceptible soil. The reduced pavement performance may occur because of potential detrimental frost heaving and spring thaw weakening. The risk associated with frost susceptible soils can be reduced by removal of all frost susceptible soils within 3' of the final grade. In our opinion, the risk at this site related to the frost susceptible soils would be moderate.

Summary

Based on our assumption of the owner's acceptable risk level (as outlined in the "Project Information" section of this report), we recommend the following:

1. All existing fill soils encountered within 2' of the finished pavement grade should be removed, unless it contains less than 5% organics and proof-rolling observations do not indicate rutting or deflection greater than 1".

2. All over-excavated material should be replaced with compacted sub-base fill as noted in the "Pavements" section of this report.

3. We anticipate a majority of the frost susceptible soil will remain in-place below the pavements.

Pavements

For analysis of pavement sections, RVT recommends the use of the pavement design parameters noted in the table below. RVT obtained the values for the Soil Support Value and Design Group Index from the Wisconsin Department of Transportation Pavement Design Manual. Frost Index values were obtained from the susceptibility classifications according to the U.S. Army Corps of Engineer's criteria. Historical testing of the various soil types provided the Subgrade and Resilient Modulus values.

Soil Type	**Fill, Silty Sand, Clayey Sand, and Lean Clay (SM, SC, CL)**
Subgrade Reaction Modulus (psi/in)	125
Resilient Modulus (psi)	2,800
Frost Index	F3
Soil Support Number	4.2
Design Group Index	12

In proposed pavement areas, after completion of the subgrade preparation, the finished subgrade should be thoroughly compacted and proof rolled with heavy construction equipment. Areas where proof rolling encounters yielding or rutting in excess of 1" should be over-excavated and replaced with a sub-base fill as specified below.

Sub-base fill used to achieve final grades should consist of relatively clean sand, or gravel base course, with 100% passing the 3" sieve and less than 15% passing the #200 sieve. Compaction

tests should be completed on fill exceeding 2' in depth. Fill should be placed in 8" maximum loose lifts and compacted to at least 95% of ASTM D1557 (Modified Proctor).

Based on the subgrade soil conditions encountered in the borings, our recommended subgrade preparation, and assumed loading conditions, we recommend the following pavement sections:

Construction Material	Passenger Vehicle Parking and Low Traffic Areas	Heavy Truck Parking and High Traffic Areas
Bituminous Upper Layer	1¾"	2½"
Bituminous Lower Layer	2¼"	2½"
Crushed Aggregate Base	10"	14"

The above base course thickness recommendations are somewhat conservative due to the limited number of borings and traffic loading information available for this report. Additional information concerning anticipated traffic loadings that develops a broader view of site conditions has often allowed us to recommend a thinner base course thickness.

The crushed aggregate base course should meet Section 305 of the WDOT Standard Specifications for Road and Bridge Construction and the gradation should meet the "1¼-inch" specification. The gradation of the bituminous lower layer should meet the 19.0 mm mix gradation and the bituminous upper layer should meet the 12.5 mm mix gradation.

These pavement sections are based on an assumed daily Equivalent Single Axle Loading (ESAL) of 30 for low traffic areas and 100 for high traffic areas, as well as weather conditions typical of northeastern Wisconsin, and a 20-year service life prior to rehabilitation. Actual performance life will vary depending on variations in these conditions. Further, we recommend placing concrete pavement in areas where heavy trucks or dumpsters may be parked for extended periods of time, and where dumpsters will be unloaded into a transfer vehicle. This is necessary because rutting of a bituminous surface may occur during warm weather conditions. Also, it is important to design the drive leading up to these areas for high volume to support the anticipated heavy service vehicle loadings.

In addition, we recommend installing stub drains on the outside of catch basins or manholes in areas having curbs and gutters because the encountered soils have relatively poor drainage characteristics. This will prevent seepage from collecting in the impervious subgrade and the subsequent softening of these soils. Where construction will not include curb or gutter, the subgrade should be sloped towards the ditches. A "Typical Stub Drain Detail Sketch" is included in the Appendix.

Additional Pavement Recommendations

The recommendations made in this report have been based on the subsurface conditions found in the borings. However, other soil conditions not represented by these borings may be encountered during construction. Therefore, we ***strongly*** recommend RVT be on site to observe

the finished subgrade test rolling and the "borrow" material placement. We also recommend performing an adequate number of density tests on the fill during placement to document compliance with compaction specifications.

7.0 CONSTRUCTION CONSIDERATIONS

Subgrade Preparation

Based on the soil borings conducted for this exploration, if the structures will not be placed on a deep foundation system, RVT anticipates some areas of the site will require a significant amount of special subgrade preparation will be necessary prior to placement of building components. This special preparation would include the removal of existing fill from below foundations, and possibly from within 2' of at-grade floor slabs and pavements. In addition, we recommend removing the soft/very loose soils from below the foundations and within 2' of floor slabs. All over-excavated material should be replaced with structural or sub-base fill that has been placed and compacted as recommended within this report. For the general site preparation, we recommend removing topsoil and other encountered near surface soils having more than 5% organics from below the foundations, floor slabs, and pavements. In addition, existing buried utilities should also be relocated or abandoned in accordance with applicable codes.

After the initial site preparation, we recommend "at-grade" floor slab and pavement areas be proof rolled with a tandem axle dump truck. Soft subgrade areas, which RVT observes to exhibit

rutting or deflections greater than 1" during proofrolling, should be over-excavated and replaced with structural fill in accordance with the "Structural Fill and Backfill" section of this report. **The likelihood that proof rolling will cause rutting or deflections greater than 1" increases significantly where the soils have N-values less than 10 bpf. Therefore, we anticipate recompaction and/or replacement of softer soils will be required in most areas of the site.**

Please note, if construction will occur during the spring or fall, then seasonal reduction of the near surface soil strength will occur. This may cause additional over-excavation for constructability concerns. Further, the clayey soils at this site have a moderate susceptibility to strength loss when wet or when disturbed by construction activity. Therefore, we recommend maintaining site drainage away from excavations to minimize the amount of water entering or ponding in the excavations. Saturated or disturbed soil should be removed and replaced with structural fill in accordance with the "Structural Fill and Backfill" section of this report.

Where excavations extend deeper than 5', we recommend maintaining excavation side slopes at a ratio no steeper than 1½' horizontal to 1' vertical. In addition, we wish to note that other OSHA requirements concerning excavation bracing may apply.

Structural Fill and Backfill

If excavations extend below the bottom of foundation elevations, the excavation must be oversized one foot laterally in each direction for every foot of fill placed below the foundation bottom. Structural fill used in obtaining the desired footing grades, or general fill under floor slabs, should consist of a predominantly sand material, or gravel base course, with 100% passing the 3" sieve, 70-100% passing the #4 sieve and less than 15% passing the #200 sieve. All structural fill materials should be placed in lifts not to exceed 8" and should be compacted to at least 95% Modified Proctor (ASTM: D1557) density. Nonstructural backfill placed around the exterior of the footings in unpaved areas, should be compacted to at least 90% Modified Proctor density. In our opinion, none of the soils encountered in the borings would likely meet RVT's recommended gradation for structural fill.

Groundwater Control

The borings indicate that the excavations will not likely extend below the static groundwater level. However, the drillers did observe perched groundwater during drilling in the upper 10' of some of the borings. In addition, seasonal variations in precipitation and site drainage conditions can cause the accumulation of free water in the upper soils. With this in mind, in our opinion, initial attempts to control groundwater seepage into the excavations could include using a series of sump pumps and pits. However, the likelihood that a more substantial dewatering system (such as a temporary well point system) will be needed increases significantly where excavations will extend more than 2' below the static groundwater level. If a more accurate determination of

the static and/or perched groundwater levels at the site would be of value for project planning or construction, we recommend the installation of at least two temporary groundwater monitoring wells at the site.

Please note, if a temporary well point system becomes necessary, then RVT wishes to emphasize that lowering the static groundwater level can have detrimental effects on nearby structures. With this in mind, RVT recommends any dewatering schemes be reviewed by a contractor who specializes in this type of work prior to its implementation.

Winter Construction

If construction will occur during the winter months, care should be taken to not allow frozen fill material under footings or floor slabs. The risk of total and/or differential settlements in excess of 1" associated with frozen fill would be moderate to high. Because RVT anticipates this risk would be unacceptable to the owner, we recommend wasting any material which is frozen prior to compaction.

Testing and Observations

Because the borings encountered existing fill, possible fill, soft/very loose soils, and frost susceptible soils, we ***strongly*** recommend the owner retain RVT to observe the completed excavations before placement of structural fill, foundations, or pavements. This will provide the necessary documentation of the complete removal of all unsuitable soil. RVT should also

document the soils encountered in the excavations have similar characteristics as those noted in the soil boring. Density tests should be taken during fill placement to document the achievement of our recommended compaction.

8.0 STANDARD OF CARE

The recommendations contained in this report represent RVT's opinions arrived at in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this report.

This report prepared by,

RIVER VALLEY TESTING CORP.

Colton G. Lentz, E.I.T
Staff Geotechnical Engineer

Under the direct supervision of,

Matthew A. Meyer, P.E.
Senior Geotechnical Engineer

CGL/MAM/cgl/mam

APPENDIX

Boring Location Sketch

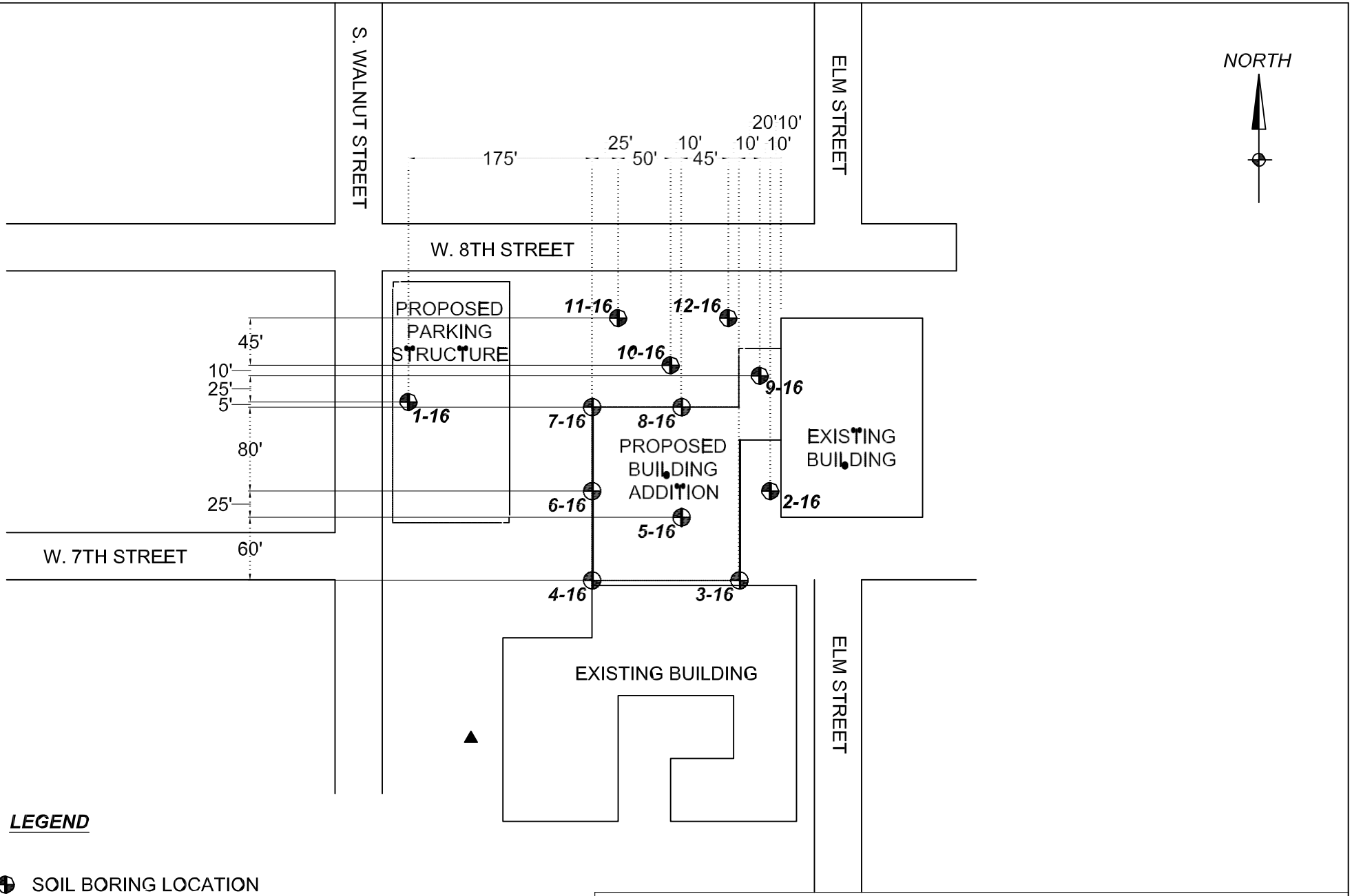
Soil Boring Logs

Unified Soil Classification System

Report of Consolidation Test

Typical Stub Drain Detail Sketch

Important Information About Your
Geotechnical Engineering Report



LEGEND

- SOIL BORING LOCATION
- ▲ TEMPORARY BENCH MARK; USGS BENCHMARK "BM RESET 1940" ELEVATION = 790.18'

BORING LOCATION SKETCH

PROJECT: PROPOSED SPACE NEEDS STUDY
OUTAGAMIE COUNTY ADMINISTRATION BUILDING
APPLETON, WISCONSIN

FILE NO: N16-509	DATE: 2/24/16	BY: C. LENTZ

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509		**Page:** 1 of 2
Surface Elev:	787.2'	**Scale:** 1" = 7.5'	**Boring No:** 1-16

GENERAL NOTES

Drilling Method:
HSA = Hollow Stem Auger
FA = Flight Auger
DM = Drilling Mud
_X = AX, BX, or NX Coring

Sampling Method:
SS = Split Spoon 3T
= 3" Shelby Tube
F = Flight Auger Sample
B = Bag Sample
P = Test Pit Sample
CR = Core Recovery
NSR = No Sample Recovery
MH = Manual SPT Hammer
AH = Auto SPT Hammer

Water Level Symbol:
WLD = Water Level During Drilling
WLA = Water Level After Drilling
WL = Water Level At 24 Hours
WL = Water Level At Hours

Laboratory Test Symbols:
LL/PL = Liquid Limit/Plastic Limit
P200 = Percent Passing #200 Sieve
MA* = Mechanical Analysis
Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/15/16 Completed: 3/15/16 Driller: GB/BB Method: 3 1/4" HSA 0' to 15' (AH), DM 15' to 79 1/2'

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Type	Laboratory Tests W (%)	DD (pcf)	LL PL	Qu (psf)	Other
4.5"				ASPHALT PAVEMENT	No WLA							
16.5"		2										
	2	4	6	SILTY GRAVEL, with Sand, brown, grey and dark grey, moist (GM)		1	SS				Pq (tsf) = 4.0	
	4	4 5	9	[BASE COURSE]		2	SS				Pq (tsf) = 3.5	
4½		5										
	7	10	17	LEAN CLAY, with pockets of Silt and a little Gravel, brown and grey, moist, medium (CL)		3	SS				Pq (tsf) = 4.5+	
	4 9	7	16			4	SS				Pq (tsf) = 4.5+	
		4		[POSSIBLE FILL]								
	8	9	17			5	SS				Pq (tsf) = 4.5+	
	4	5		LEAN CLAY, with lenses of Silt, Sand and a little Gravel, brown and greyish brown, moist, rather stiff (CL)								
	7		12			6	SS				Pq (tsf) = 3.75	
				[GLACIAL TILL]		7	TWT	18	113		5,200	
17												
		2		LEAN CLAY, brown and greyish brown, moist, medium (CL)								
	3	3	6			8	SS				Pq (tsf) = 1.25	
				[LACUSTRINE]								
						9	TWT	24	117		370	
		2										
	3	3	6			10	SS				Pq (tsf) = 0.75	
						11	TWT				Pq (tsf) = 0.25	
37												
		5		LEAN CLAY varved with FAT CLAY, reddish brown and brownish grey, moist, rather stiff (CL, CH)								
	5	7	12			12	SS				Pq (tsf) = 3.25	
				[LACUSTRINE]								
		4										
45	5	5	10			13	SS				Pq (tsf) = 3.25	
				Continued On Next Page								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509		**Page:** 2 of 2
Surface Elev:	787.2'	**Scale:** 1" = 7.5'	**Boring No:** 1-16

GENERAL NOTES

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AH = Auto SPT Hammer

Water Level Symbol:
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WLA = Water Level After Drilling
WL = Water Level At 24 Hours
WL = Water Level At Hours

Laboratory Test Symbols:
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P200 = Percent Passing #200 Sieve
MA* = Mechanical Analysis
Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/15/16 Completed: 3/15/16 Driller: GB/BB Method: 3 1/4" HSA 0' to 15' (AH), DM 15' to 79 1/2'

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Sample Type	Laboratory Tests W (%)	DD (pcf)	LL PL	Qu (psf)	Other
47	2	2 3	5	LEAN CLAY varved with FAT CLAY, reddish brown and brownish grey, moist, rather stiff (CL, CH) [LACUSTRINE]		14	SS				Pq (tsf) = 0.5	
	2	3 3	5	LEAN CLAY, brown and greyish brown, moist, medium (CL) [LACUSTRINE]		15	SS				Pq (tsf) = 0.5	
57	10	7 11	21	LEAN CLAY, with Sand and pockets and lenses of Silt, brownish grey, moist, stiff (CL) [GLACIAL TILL]		16	SS				Pq (tsf) = 4.0	
62	45	30 5 1"	50 7"	SILTY SAND, olive brown and grey, moist to water bearing, extremely dense (SM) [GLACIAL TILL]		17	SS					
	50 6"		50 6"			18	SS					
	50 6"		50 6"			19	SS					
79½	50 3"		50 3"		WLD	20	SS					
				Auger Refusal at 79.5' End of Boring at 79.5'								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509		**Page:** 1 of 2
Surface Elev:	780.2'	**Scale:** 1" = 7.5'	**Boring No:** 2-16

GENERAL NOTES

Drilling Method:
HSA = Hollow Stem Auger
FA = Flight Auger
DM = Drilling Mud
_X = AX, BX, or NX Coring

Sampling Method:
SS = Split Spoon 3T
= 3" Shelby Tube
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WL = Water Level At Hours

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MA* = Mechanical Analysis
Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/19/16 Completed: 3/19/16 Driller: GB/BB Method: 4 1/4" HSA 0' to 15' (AH), DM 15' to 60'

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Sample Type	Laboratory Tests W (%)	DD (pcf)	LL PL	Qu (psf)	Other
6"				ASPHALT PAVEMENT	No WLA							
20"												
	2	3		SILTY SAND, with Gravel, light brown and grey,								
	4	5	7	moist (SM)		1	SS				Pq (tsf) = 1.25	
4	3	6		[BASE COURSE]								
	3	2	9	FILL, mostly Lean Clay, with Sand, pockets of Silt		2	SS				Pq (tsf) = 3.25	
	2	1		and a little Gravel, brown and greyish brown,								
	1		2	moist, medium (CL)		3	SS				Pq (tsf) = 0.75	
8		1										
	2	3	5	[FILL]		4	SS				Pq (tsf) = 1.5	
10½												
	2	3		FILL, mostly Lean Clay, with lenses of Silt and a								
	4		7	little Gravel, brown and grey, moist, soft to		5	SS				Pq (tsf) = 1.25	
				medium to soft (CL)		6	TWT	18	110		2,800	
				[FILL]								
				LEAN CLAY, with Sand, brown, moist, medium	WLD							
				(CL)								
				[POSSIBLE FILL]								
		2										
	2	3	5	LEAN CLAY, brown and grey, moist to wet,		7	SS				Pq (tsf) = 0.5	
				medium (CL)								
				[LACUSTRINE]								
						8	TWT	22	104			
		2										
	2	4	6			9	SS				Pq (tsf) = 1.0	
						10	TWT	21	110		3,100	
		2										
	2	3	5			11	SS				Pq (tsf) = 1.0	
		3										
45	2	4	6			12	SS				Pq (tsf) = 1.5	
				Continued On Next Page								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509	**Page:**	2 of 2
Surface Elev:	780.2'	**Scale:** 1" = 7.5'	**Boring No:** 2-16

GENERAL NOTES

Drilling Method:
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FA = Flight Auger
DM = Drilling Mud
_X = AX, BX, or NX Coring

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= 3" Shelby Tube
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CR = Core Recovery
NSR = No Sample Recovery
MH = Manual SPT Hammer
AH = Auto SPT Hammer

Water Level Symbol:
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WLA = Water Level After Drilling
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WL = Water Level At Hours

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P200 = Percent Passing #200 Sieve
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Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/19/16 Completed: 3/19/16 Driller: GB/BB Method: 4 1/4" HSA 0' to 15' (AH), DM 15' to 60'

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Sample Type	Laboratory Tests W (%)	DD (pcf)	LL PL	Qu (psf)	Other
46				LEAN CLAY, brown and grey, moist to wet, medium (CL)								
		2		[LACUSTRINE]								
	2	3	5	FAT CLAY interbedded with SILT, reddish brown and grey, moist, medium (CH, ML)		13	SS					
52				[LACUSTRINE]								
		39										
	45	5/1"	50/7"	SILTY SAND, brown and greyish brown, moist, extremely dense (SM)		14	SS					
				[GLACIAL TILL]								
		30										
	50/6"		50/6"	Note: Seam of Peat encountered at 50'.		15	SS					
60				End of Boring at 60'								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509		**Page:** 1 of 1
Surface Elev:	782.3'	**Scale:** 1" = 7.5'	**Boring No:** 3-16

GENERAL NOTES

Drilling Method:
HSA = Hollow Stem Auger
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DM = Drilling Mud
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MA* = Mechanical Analysis
Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/18/16 Completed: 3/18/16 Driller: GB/BB Method: 3 1/4" HSA 0' to 20' (AH), DM 20' to 43 1/2'

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Sample Type	Lab W (%)	Lab DD (pcf)	Lab LL PL	Lab Qu (psf)	Other
5"				ASPHALT PAVEMENT	No WLA							
23"	4	4		SILTY GRAVEL, with Sand, brownish grey and								
	4	3	8	grey, moist (GM)		1	SS					
	4	3		[BASE COURSE]								
	2	2	5	FILL, mostly Silty Gravel, with Sand, brownish		2	SS					
	3	3		grey, moist, loose (GM)								
	4		7	[FILL]		3	SS					
8		3			WLD							
	2	2	4	SILTY SAND, with Gravel, brownish grey,		4	SS					
$10\frac{1}{2}$				waterbearing, very loose (SM)								
	4	5										
	6		11	[POSSIBLE FILL]		5	SS	15	118		Pq (tsf) = 4.0	
		2										
	3	2	5	LEAN CLAY, with lenses of Silt, brownish grey,		6	SS				Pq (tsf) = 1.25	
				moist to wet, medium to rather stiff (CL)								
				[GLACIAL TILL]								
		2										
	2	3	5			7	SS	24	104		Pq (tsf) = 1.0	
		2										
	2	3	5			8	SS				Pq (tsf) = 0.5	
27				LEAN CLAY, with a little Gravel, brownish grey,								
		3		wet, medium (CL)								
	3	4	7	[GLACIAL TILL]		9	SS	23	102		Pq (tsf) = 0.5	
32				LEAN CLAY, with lenses of Silt, brownish grey,								
		2		moist, medium (CL)								
	2	3	5	[LACUSTRINE]		10	SS				Pq (tsf) = 0.5	
		2										
	3	4	7			11	SS				Pq (tsf) = 0.5	
		3										
45	2	4	6			12	SS				Pq (tsf) = 1.0	
				End of Boring at 45'								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509		**Page:** 1 of 1
Surface Elev:	784.6'	**Scale:** 1" = 7.5'	**Boring No:** 4-16

GENERAL NOTES

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Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/18/16 Completed: 3/18/16 Driller: GB/BB Method: 3 1/4" HSA 0' to 15' (AH), DM 15' to 43 1/2'

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Sample Type	Laboratory Tests W (%)	DD (pcf)	LL PL	Qu (psf)	Other
4"				ASPHALT PAVEMENT	No WLA							
18"		3										
	4	5	9	SILTY GRAVEL, with Sand, greyish brown, moist (GM)		1	SS				Pq (tsf) = 3.5	
	4	4		[BASE COURSE]								
	4	3	8			2	SS					
	4	5	9			3	SS				Pq (tsf) = 4.0	
6	5	9		LEAN CLAY, with Sand and a little Gravel, reddish brown and light grey, moist, medium (CL)								
	11		20	[POSSIBLE FILL]		4	SS				Pq (tsf) = 4.0	
		5										
	8	9	17	LEAN CLAY, with lenses of Silt, brown, light brown and yellowish brown, moist, stiff to rather stiff (CL)		5	SS				Pq (tsf) = 4.5+	
10½												
	3	4		[GLACIAL TILL]								
	5		9			6	SS				Pq (tsf) = 2.0	
		3		LEAN CLAY, with lenses of Silt, brown and greyish brown, moist to wet, medium (CL)								
	4	4	8			7	SS				Pq (tsf) = 1.75	
				[GLACIAL TILL]								
18½		2			WLD							
	2	3	5	LEAN CLAY, brown, wet, medium (CL)		8	SS				Pq (tsf) = 0.75	
				[LACUSTRINE]								
		2										
	2	4	6			9	SS				Pq (tsf) = 0.75	
27				Note: Cobbles encountered at 18 1/2'.								
		11		SANDY SILT, with Gravel, grey, moist to wet, very stiff (ML)								
	9	27	36	[GLACIAL TILL]		10	SS					
32				Note: Cobbles encountered from 28 1/2' to 31'.								
		3		LEAN CLAY, with lenses of Silt, brown and greyish brown, moist, medium (CL)								
	2	4	6			11	SS				Pq (tsf) = 1.0	
				[LACUSTRINE]								
		2										
	3	3	6			12	SS				Pq (tsf) = 0.75	
		3										
45	3	3	6			13	SS				Pq (tsf) = 1.0	
				End of Boring at 45'								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509		**Page:** 1 of 1
Surface Elev:	783.7'	**Scale:** 1" = 7.5'	**Boring No:** 5-16

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* = See attached graph

DRILLING NOTES

Started: 3/16/16 Completed: 3/16/16 Driller: GB/BB Method: 3 1/4" HSA 0' to 15' (AH), DM 15' to 43 1/2'

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Type	Laboratory Tests W (%)	DD (pcf)	LL PL	Qu (psf)	Other
8"		3		ASPHALT PAVEMENT	No WLA							
14"	3	4	7			1	SS				Pq (tsf) = 1.0	
3		3		SILTY SAND, with Gravel, dark brown, grey and brown, moist (SM)								
	5	7	12			2	SS				Pq (tsf) = 2.0	
4½		3		[BASE COURSE]								
	5	8	13			3	SS				Pq (tsf) = 4.5+	
	5	7		FILL, mostly Sandy Lean Clay, with lenses of Silt and a little Gravel, brown and yellowish brown, moist, medium (CL)								
	10		17			4	SS				Pq (tsf) = 4.5	
		4		[FILL]								
	7	11	18			5	SS				Pq (tsf) = 4.5+	
	9	6		FILL, mostly Lean Clay, with Sand and Gravel, brown and reddish brown, moist, rather stiff (CL)								
	9		15	[FILL]		6	SS				Pq (tsf) = 4.5	
13		2		LEAN CLAY, with Sand and lenses of Silt, brown and reddish brown, moist, rather stiff (CL)							2,800	
	3	3	6	[GLACIAL TILL]		7	SS	15	110		Pq (tsf) = 1.5	
				LEAN CLAY, brown and greyish brown, moist to wet, medium (CL)								
		2			WLD							
	2	3	5	[LACUSTRINE]		8	SS				Pq (tsf) = 0.5	
		3										
	4	5	9			9	SS				Pq (tsf) = 0.75	
		3										
	3	3	6			10	SS				Pq (tsf) = 0.5	
		2										
	3	3	6			11	SS				Pq (tsf) = 0.75	
		2										
	2	3	5			12	SS				Pq (tsf) = 0.75	
		2										
45	2	3	5			13	SS				Pq (tsf) = 0.5	
				End of Boring at 45'								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509		**Page:** 1 of 1
Surface Elev:	784.9'	**Scale:** 1" = 7.5'	**Boring No:** 6-16

GENERAL NOTES

Drilling Method:
HSA = Hollow Stem Auger
FA = Flight Auger
DM = Drilling Mud
_X = AX, BX, or NX Coring

Sampling Method:
SS = Split Spoon 3T
= 3" Shelby Tube
F = Flight Auger Sample
B = Bag Sample
P = Test Pit Sample
CR = Core Recovery
NSR = No Sample Recovery
MH = Manual SPT Hammer
AH = Auto SPT Hammer

Water Level Symbol:
WLD = Water Level During Drilling
WLA = Water Level After Drilling
WL = Water Level At 24 Hours
WL = Water Level At Hours

Laboratory Test Symbols:
LL/PL = Liquid Limit/Plastic Limit
P200 = Percent Passing #200 Sieve
MA* = Mechanical Analysis
Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/18/16 Completed: 3/18/16 Driller: GB/BB Method: 3 1/4" HSA 0' to 15' (AH), DM 15' to 43 1/2'

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Sample Type	Lab W (%)	Lab DD (pcf)	Lab LL PL	Lab Qu (psf)	Other
6"		2		ASPHALT PAVEMENT	No WLA							
17"	2	3	5			1	SS				Pq (tsf) = 2.0	
3	2	1 3	5	SILTY GRAVEL, with Sand, grey, waterbearing (GM) [BASE COURSE]		2	SS				Pq (tsf) = 2.25	
6	5 4	4 6 7	11	FILL, mostly Lean Clay, with lenses of Silt, a little Sand and Gravel, brown, dark brown, grey and yellowish brown, moist, medium (CL) [FILL]		3	SS				Pq (tsf) = 3.5	
	6		13			4 5	SS TWT				Pq (tsf) = 3.5	
10½	6 10	9	19	LEAN CLAY, with lenses of Silt, brown and light brown, moist, medium to rather stiff (CL) [POSSIBLE FILL]		6	SS				Pq (tsf) = 3.75	
	4	3 4	8	SANDY LEAN CLAY, brown, moist, rather stiff (CL) [GLACIAL TILL]		7	SS				Pq (tsf) = 1.75	
17				LEAN CLAY, with lenses of Silt and a little Sand, brown, light brown and yellowish brown, moist, rather stiff to medium (CL) [GLACIAL TILL]		8	TWT	20	111		3,100	
	2	2 3	5	LEAN CLAY, with lenses of Silt, greyish brown, moist, medium (CL) [LACUSTRINE]		9	SS				Pq (tsf) = 1.25	
						10	TWT	21	110		2,500	
	2	2 3	5			11	SS				Pq (tsf) = 0.75	
	3	3 3	6			12	SS				Pq (tsf) = 0.75	
45	3	3 3	6		WLD	13	SS				Pq (tsf) = 0.25	
				End of Boring at 45'								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509		**Page:** 1 of 1
Surface Elev:	784.7'	**Scale:** 1" = 7.5'	**Boring No:** 7-16

GENERAL NOTES

Drilling Method:
HSA = Hollow Stem Auger
FA = Flight Auger
DM = Drilling Mud
_X = AX, BX, or NX Coring

Sampling Method:
SS = Split Spoon 3T
= 3" Shelby Tube
F = Flight Auger Sample
B = Bag Sample
P = Test Pit Sample
CR = Core Recovery
NSR = No Sample Recovery
MH = Manual SPT Hammer
AH = Auto SPT Hammer

Water Level Symbol:
WLD = Water Level During Drilling
WLA = Water Level After Drilling
WL = Water Level At 24 Hours
WL = Water Level At Hours

Laboratory Test Symbols:
LL/PL = Liquid Limit/Plastic Limit
P200 = Percent Passing #200 Sieve
MA* = Mechanical Analysis
Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/16/16 Completed: 3/16/16 Driller: GB/BB Method: 3 1/4" HSA 0' to 15' (AH), DM 15' to 43 1/2'

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Sample Type	Laboratory Tests W (%)	DD (pcf)	LL PL	Qu (psf)	Other
6"		2		ASPHALT PAVEMENT	No WLA							
18"	2	3	5			1	SS				Pq (tsf) = 1.5	
3	3	2 6	9	SILTY GRAVEL, with Sand, crushed Asphalt and Cobbles, grey and black, moist (GM) [BASE COURSE]		2	SS				Pq (tsf) = 1.5	
5	3	2 6	9		WLD	3	SS				Pq (tsf) = 4.5	
6	4	7		FILL, mostly Sandy Lean Clay, with a little Gravel, brown and grey, wet to moist, medium (CL)								
	9		16	[FILL]		4	SS				Pq (tsf) = 4.5+	
	6	4 10	16	FILL, mostly Lean Clay, with lenses of Silt and pockets of Sand, brown, moist, medium (CL) [FILL]		5	SS				Pq (tsf) = 4.25	
	3	5										
13	5		10	LEAN CLAY, with lenses of Silt, a little Sand and Gravel, brown, wet to moist, medium (CL) [GLACIAL TILL]		6	SS				Pq (tsf) = 3.75	
	3	4 3	6			7	SS				Pq (tsf) = 1.75	
				LEAN CLAY, with lenses of Silt, brown, reddish brown and light brownish grey, moist, rather stiff (CL) [GLACIAL TILL]								
	3	3 4	7			8	SS				Pq (tsf) = 1.25	
22				LEAN CLAY, greyish brown, moist, medium (CL) [LACUSTRINE]								
	3	3 3	6	LEAN CLAY, brown and greyish brown, moist to wet, medium (CL) [LACUSTRINE]		9	SS				Pq (tsf) = 0.25	
	4	4 4	8			10	SS				Pq (tsf) = 0.25	
	2	3 4	6			11	SS				Pq (tsf) = 1.0	
	3	2 3	6			12	SS				Pq (tsf) = 1.0	
45	2	2 3	5			13	SS				Pq (tsf) = 0.5	
				End of Boring at 45'								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509		**Page:** 1 of 1
Surface Elev:	783.1'	**Scale:** 1" = 7.5'	**Boring No:** 8-16

GENERAL NOTES

Drilling Method:
HSA = Hollow Stem Auger
FA = Flight Auger
DM = Drilling Mud
_X = AX, BX, or NX Coring

Sampling Method:
SS = Split Spoon 3T
= 3" Shelby Tube
F = Flight Auger Sample
B = Bag Sample
P = Test Pit Sample
CR = Core Recovery
NSR = No Sample Recovery
MH = Manual SPT Hammer
AH = Auto SPT Hammer

Water Level Symbol:
WLD = Water Level During Drilling
WLA = Water Level After Drilling
WL = Water Level At 24 Hours
WL = Water Level At Hours

Laboratory Test Symbols:
LL/PL = Liquid Limit/Plastic Limit
P200 = Percent Passing #200 Sieve
MA* = Mechanical Analysis
Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/17/16 Completed: 3/17/16 Driller: GB/BB Method: 3 1/4" HSA 0' to 15' (AH), DM 15' to 43 1/2'

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Sample Type	Laboratory Tests W (%)	DD (pcf)	LL PL	Qu (psf)	Other
5"		4		ASPHALT PAVEMENT	No WLD							
15"	4	5	9		No WLA	1	SS				Pq (tsf) = 3.75	
		2		SILTY GRAVEL, with Sand and Plant and Tree Roots, grey and brown, moist (GM)								
	3	3	6	[BASE COURSE]		2	SS				Pq (tsf) = 3.5	
		3										
5	3	4	7	FILL, mostly Lean Clay, with lenses of Silty Sand and Gravel, brown and dark brown, moist, medium (CL)		3	SS				Pq (tsf) = 2.0	
	3	6										
	6		12	[FILL]		4	SS				Pq (tsf) = 4.5	
		4										
	6	8	14	LEAN CLAY, with lenses of Silt and Sand, brown and light brown, moist, rather stiff to medium (CL)		5	SS				Pq (tsf) = 4.5+	
	3	3		[GLACIAL TILL]								
	5		8			6	SS				Pq (tsf) = 4.5+	
13		2		LEAN CLAY, reddish brown and brown, moist, medium (CL)								
	2	3	5	[GLACIAL TILL]		7	SS				Pq (tsf) = 0.5	
		2									1,900	
	2	3	5			8	SS	22	109		Pq (tsf) = 0.75	
				Note: Cobbles encountered from 21' to 22'.								
22				SILT, greyish brown, moist, stiff (ML)								
		18										
	11	10	21	[LACUSTRINE]		9	SS				Pq (tsf) = 2.0	
27				LEAN CLAY, greyish brown, moist, medium (CL)								
		3										
	3	3	6	[LACUSTRINE]		10	SS				Pq (tsf) = 1.0	
		3										
	4	4	8			11	SS				Pq (tsf) = 0.5	
		2										
	3	3	6			12	SS				Pq (tsf) = 1.25	
		3										
45	5	3	8			13	SS				Pq (tsf) = 1.25	
				End of Boring at 45'								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509		**Page:** 1 of 1
Surface Elev:	780.8'	**Scale:** 1" = 7.5'	**Boring No:** 9-16

GENERAL NOTES

Drilling Method:
HSA = Hollow Stem Auger
FA = Flight Auger
DM = Drilling Mud
_X = AX, BX, or NX Coring

Sampling Method:
SS = Split Spoon 3T
= 3" Shelby Tube
F = Flight Auger Sample
B = Bag Sample
P = Test Pit Sample
CR = Core Recovery
NSR = No Sample Recovery
MH = Manual SPT Hammer
AH = Auto SPT Hammer

Water Level Symbol:
WLD = Water Level During Drilling
WLA = Water Level After Drilling
WL = Water Level At 24 Hours
WL = Water Level At Hours

Laboratory Test Symbols:
LL/PL = Liquid Limit/Plastic Limit
P200 = Percent Passing #200 Sieve
MA* = Mechanical Analysis
Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/19/16 Completed: 3/19/16 Driller: GB/BB Method: 3 1/4" HSA 0' to 15' (AH), DM 15' to 43 1/2'

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Sample Type	W (%)	DD (pcf)	LL PL	Qu (psf)	Other
6"				ASPHALT PAVEMENT	No WLA							
20"												
	4	5		SILTY SAND, with Gravel, light brown and grey,								
	4	5	9	moist (SM)		1	SS				Pq (tsf) = 3.5	
	3	4		[BASE COURSE]								
	4	3	8			2	SS				Pq (tsf) = 3.0	
6	2	2		FILL, mostly Clayey Sand, with lenses of Silt and Organic Clay, brown and dark brown, moist, loose (SC)								
	2		4			3	SS				Pq (tsf) = 2.0	
8½				[FILL]		4	TWT				Pq (tsf) = 1.25	
				SANDY LEAN CLAY, with traces of Organic Clay,								
	5	7		reddish brown, moist, soft (CL)								
	8		15	[POSSIBLE FILL]		5	SS				Pq (tsf) = 3.5	
		4										
	5	5	10	LEAN CLAY, with lenses of Silt, Sand and a little Gravel, reddish brown, moist, rather stiff (CL)		6	SS				Pq (tsf) = 2.75	
				[GLACIAL TILL]								
17												
		3		LEAN CLAY, brown and greyish brown, moist to wet, medium (CL)								
	4	4	8			7	SS				Pq (tsf) = 0.75	
				[LACUSTRINE]								
					WLD							
		3										
	3	4	7			8	SS				Pq (tsf) = 1.0	
27												
				SAND, medium to fine grained, grey and brown,								
		16		waterbearing, medium dense (SP)								
29	7	8	15			9	SS				Pq (tsf) = 2.75	
				[OUTWASH]								
				LEAN CLAY, brown and greyish brown, moist to wet, medium (CL)								
		3										
	2	4	6	[LACUSTRINE]		10	SS				Pq (tsf) = 0.5	
		3										
	3	5	8			11	SS				Pq (tsf) = 1.0	
		3										
45	4	5	9			12	SS				Pq (tsf) = 0.75	
				End of Boring at 45'								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509		**Page:** 1 of 1
Surface Elev:	782.8'	**Scale:** 1" = 1.5'	**Boring No:** 10-16

GENERAL NOTES

Drilling Method:
HSA = Hollow Stem Auger
FA = Flight Auger
DM = Drilling Mud
_X = AX, BX, or NX Coring

Sampling Method:
SS = Split Spoon
3T = 3" Shelby Tube
F = Flight Auger Sample
B = Bag Sample
P = Test Pit Sample
CR = Core Recovery
NSR = No Sample Recovery
MH = Manual SPT Hammer
AH = Auto SPT Hammer

Water Level Symbol:
WLD = Water Level During Drilling
WLA = Water Level After Drilling
WL = Water Level At 24 Hours
WL = Water Level At Hours

Laboratory Test Symbols:
LL/PL = Liquid Limit/Plastic Limit
P200 = Percent Passing #200 Sieve
MA* = Mechanical Analysis
Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/17/16 Completed: 3/17/16 Driller: GB/BB Method: 2 1/4" HSA 0' to 6' (AH)

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Sample Type	Laboratory Tests W (%)	DD (pcf)	LL PL	Qu (psf)	Other
				ASPHALT PAVEMENT	No WLD No WLA							
6"				SILTY GRAVEL, with Sand, grey and brown, moist (GM) [BASE COURSE]								
14"		3		FILL, mostly Lean Clay, and Organic Clay, with lenses of Silt, dark brown and dark greyish brown, moist, medium (CL, OL) [FILL]								
	4	5	9			1	SS	16			Pq (tsf) = 4.5	Org =5.0%
3												
	2	4		LEAN CLAY, with lenses of Silt, reddish brown and yellowish brown, moist, medium (CL) [POSSIBLE FILL]								
	4	3	8			2	SS				Pq (tsf) = 3.25	
	4	4	8			3	SS				Pq (tsf) = 1.75	
6												
	3	3		LEAN CLAY, with lenses of Silt and Sand, brown, moist, medium (CL) [GLACIAL TILL]								
	4	4	7			4	SS				Pq (tsf) = 2.5	
8				End of Boring at 8'								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509	**Page:**	1 of 1
Surface Elev:	783.4'	**Scale:** 1" = 1.5'	**Boring No:** 11-16

GENERAL NOTES

Drilling Method:
HSA = Hollow Stem Auger
FA = Flight Auger
DM = Drilling Mud
_X = AX, BX, or NX Coring

Sampling Method:
SS = Split Spoon 3T
= 3" Shelby Tube
F = Flight Auger Sample
B = Bag Sample
P = Test Pit Sample
CR = Core Recovery
NSR = No Sample Recovery
MH = Manual SPT Hammer
AH = Auto SPT Hammer

Water Level Symbol:
WLD = Water Level During Drilling
WLA = Water Level After Drilling
WL = Water Level At 24 Hours
WL = Water Level At Hours

Laboratory Test Symbols:
LL/PL = Liquid Limit/Plastic Limit
P200 = Percent Passing #200 Sieve
MA* = Mechanical Analysis
Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/17/16 Completed: 3/17/16 Driller: GB/BB Method: 2 1/4" HSA 0' to 6' (AH)

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Type	Laboratory Tests W (%)	DD (pcf)	LL PL	Qu (psf)	Other
				ASPHALT PAVEMENT	No WLD No WLA							
4.5"				SILTY SAND, with Gravel, brown and grey, moist (SM)								
11.5"				[BASE COURSE]								
	3	2		FILL, mostly Lean Clay, with lenses of Silt, Sand and a little Gravel, brown and reddish brown, moist, soft to medium (CL)								
				[FILL]								
	2	2	4			1	SS				Pq (tsf) = 1.5	
	2	3	5	Note: Cobbles encountered at 3 1/2'.		2	SS				Pq (tsf) = 1.25	
4				FILL, mostly Clayey Gravel, with Silt, Sand and Cobbles, brown and reddish brown, moist, loose (GC)								
	2	2		[FILL]								
5				LEAN CLAY, with lenses of Sand, reddish brown and yellowish brown, moist, medium (CL)								
	3	3	5	[POSSIBLE FILL]		3	SS					
6				LEAN CLAY, with lenses of Silt, brown and reddish brown, moist, medium (CL)								
	4	4		[GLACIAL TILL]								
	5	6	9			4	SS				Pq (tsf) = 1.0	
8				End of Boring at 8'								

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TEST BORING LOG

Project:	PROPOSED SPACE NEEDS STUDY		
Location:	APPLETON, WISCONSIN		
RVT File No:	N16-509	**Page:**	1 of 1
Surface Elev:	780.2'	**Scale:** 1" = 1.5'	**Boring No:** 12-16

GENERAL NOTES

Drilling Method:
HSA = Hollow Stem Auger
FA = Flight Auger
DM = Drilling Mud
_X = AX, BX, or NX Coring

Sampling Method:
SS = Split Spoon
3T = 3" Shelby Tube
F = Flight Auger Sample
B = Bag Sample
P = Test Pit Sample
CR = Core Recovery
NSR = No Sample Recovery
MH = Manual SPT Hammer
AH = Auto SPT Hammer

Water Level Symbol:
WLD = Water Level During Drilling
WLA = Water Level After Drilling
WL = Water Level At 24 Hours
WL = Water Level At Hours

Laboratory Test Symbols:
LL/PL = Liquid Limit/Plastic Limit
P200 = Percent Passing #200 Sieve
MA* = Mechanical Analysis
Qu = Unconfined Compressive Str
Pq = Hand Penetrometer Reading
DD = Dry Density
W = Moisture Content (by Weight)
RQD = Rock Quality Designation
* = See attached graph

DRILLING NOTES

Started: 3/19/16 Completed: 3/19/16 Driller: GB/BB Method: 3 1/4" HSA 0' to 6' (AH)

Depth (ft)	Blow Counts 0/6	6/12	Total (N)	Field Classification and Remarks Note: [ ] Indicates Possible Geologic Origin	Water Level Information	Sample No.	Sample Type	Lab W (%)	Lab DD (pcf)	Lab LL PL	Lab Qu (psf)	Lab Other
5"				ASPHALT PAVEMENT	No WLD No WLA							
				SILTY SAND, with Gravel, brown and grey, moist (SM) [BASE COURSE]								
18"		3										
	3	3	6	FILL, mostly Sandy Lean Clay, with Gravel, greyish brown and dark brown, moist, medium (CL) [FILL]		1	SS				Pq (tsf) = 2.0	
	8	3										
	3	3	6	Note: Seam of Silty Sand with Gravel encountered between 3' and 4 1/2'.		2	SS					
	3	4	7			3	SS					
6												
	5	10		LEAN CLAY, with lenses of Silty Sand and a little Gravel, brown, moist, rather stiff (CL) [GLACIAL TILL]								
	7	9	17			4	SS				Pq (tsf) = 4.5+	
8				End of Boring at 8'								

UNIFIED SOIL CLASSIFICATION SYSTEM
ASTM: D2487-90

	Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests[A]			Soil Classification	
				Group Symbol	Group Name[B]
Coarse-Grained Soils: More than 50% retained on #200 sieve	Gravels: More than 50% of coarse fraction retained on #4 sieve	Clean Gravels with less than 5% fines[C]	Cu >= 4 and 1 <= Cc <= 3[E]	GW	Well-graded gravel[F]
			Cu < 4 and/or 1 > Cc > 3[E]	GP	Poorly graded gravel[F]
		Gravels with more than 12% fines[C]	Fines classify as ML or MH	GM	Silty gravel[F,G,H]
			Fines classify as CL or CH	GC	Clayey gravel[F,G,H]
	Sands: 50% or more of coarse fraction passes #4 sieve	Clean Sands with less than 5% fines[D]	Cu >= 6 and 1 <= Cc <= 3[E]	SW	Well-graded sand
			Cu < 6 and/or 1 > Cc > 3[E]	SP	Poorly graded sand[I]
		Sands with more than 12% fines[D]	Fines classify as ML or MH	SM	Silty sand[G,H,J]
			Fines classify as CL or CH	SC	Clayey sand[G,H,J]
Fine-Grained Soils: 50% or more passes the #200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic	PI > 7 and plots on or above "A" line[J]	CL	Lean clay[K,L,M]
			PI < 4 or plots below "A" line[J]	ML	Silt[K,L,M]
		Organic[R]	Liquid limit (oven dried) / Liquid limit (not dried) < 0.75	OL	Organic clay[K,L,M,N] / Organic silt[K,L,M,O]
	Silts and Clays: Liquid limit 50 or more	Inorganic	PI > 7 and plots on or above "A" line	CH	Fat clay[K,L,M]
			PI < 4 or plots below "A" line	MH	Elastic Silt[K,L,M]
		Organic[R]	Liquid limit (oven dried) / Liquid limit (not dried) < 0.75	OH	Organic clay[K,L,M,P] / Organic silt[K,L,M,Q]
Highly organic soils[S]	Primarily organic matter, dark in color, and organic odor			PT	Peat

[A] Based on the material passing the 3" (75mm) sieve.

[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C] Gravels with 5 to 12% fines require dual symbols:
GW-GM, well-graded gravel with silt
GW-GC, well-graded gravel with clay
GP-GM, poorly graded gravel with silt
GP-GC, poorly graded gravel with clay

[D] Sands with 5 to 12% fines require dual symbols:
SW-SM, well-graded sand with silt
SW-SC, well-graded sand with clay
SP-SM, poorly graded sand with silt
SP-SC, poorly graded sand with clay

[E] $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

[F] If soil contains >= 15% sand, add "with sand" to group name.

[G] If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.

[H] If fines are organic, add "with organic fines" to group name.

[I] If soil contains >= 15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot in hatched area, soil is a CL-ML, silty sand.

[K] If soil contains 15 to 29% plus #200, add "with sand" or "with gravel," whichever is predominant.

[L] If soil contains >= 30% plus #200, predominantly sand, add "sandy" to group name.

[M] If soil contains >= 30% plus #200, predominantly gravel, add "gravelly" to group name.

[N] PI >= 4 and plots on or above "A" line.

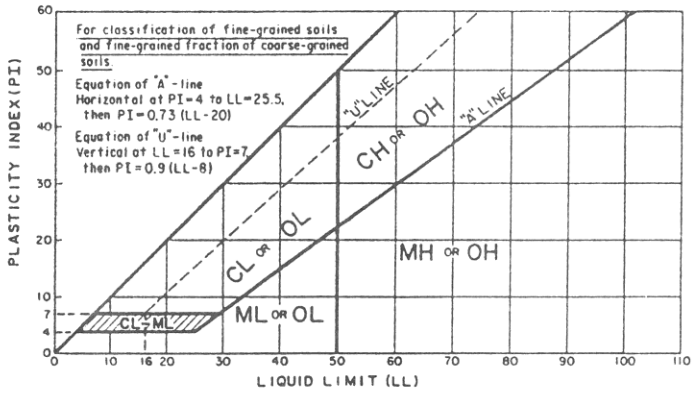
[O] PI < 4 or plots below "A" line.

[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.

[R] Organic Content > 5% and <= 30%.

[S] Organic Content > 30%.



ADDITIONAL DESCRIPTIVE TERMINOLOGY

Soil Type	Size Range
Boulder	> 12"
Cobble	12" - 3"
Gravel	3" - #4*
Sand:	
Coarse	#4 - #10
Medium	#10 - #40
Fine	#40 - #200
Silt & Clay	< #200, based on plasticity

*U.S. Standard Sieve Sizes

Relative Gravel Contents	
Descriptive Term	Gravel Content
Sand:	
A Little Gravel	5 - 14%
With Gravel	15 - 49%
Silt & Clay:	
A Little Gravel	5 - 14%
With Gravel	15 - 29%
Gravelly	30 - 49%

Consistency (Clay)	"N" Blows/Ft	Relative Density (Sand)
Soft	0 - 4	Very Loose
Medium	5 - 9	Loose
Rather Stiff	10 - 19	Medium Dense
Stiff	20 - 29	Dense
Very Stiff	30 - 49	Very Dense
Hard	50+	Extremely Dense

Other Descriptive Terms	
Lamination	Stratum up to 1/16" thick
Seam	Stratum 1/16" to 1/2" thick
Layer	Stratum from 1/2" to 6" thick
Lens	Discontinuous stratum or pocket from 1/2" to 6" thick
Varved	Alternating laminations or seams of clay, silt and/or fine grained sand; or alternating colors
Mottled	Mixture of clay, silt and/or fine sand exhibiting no layering; or mixture of colors exhibiting no layering
Moist	Below saturation
Wet	Saturated relatively impervious soils
Waterbearing	Saturated Pervious soils

Engineering Resources, Testing Solutions

REPORT OF CONSOLIDATION TEST

1060 Breezewood Lane, Suite 102
Neenah, WI 54956
ph 920-886-1406
fax 920-886-1409
www.rvtcorp.com

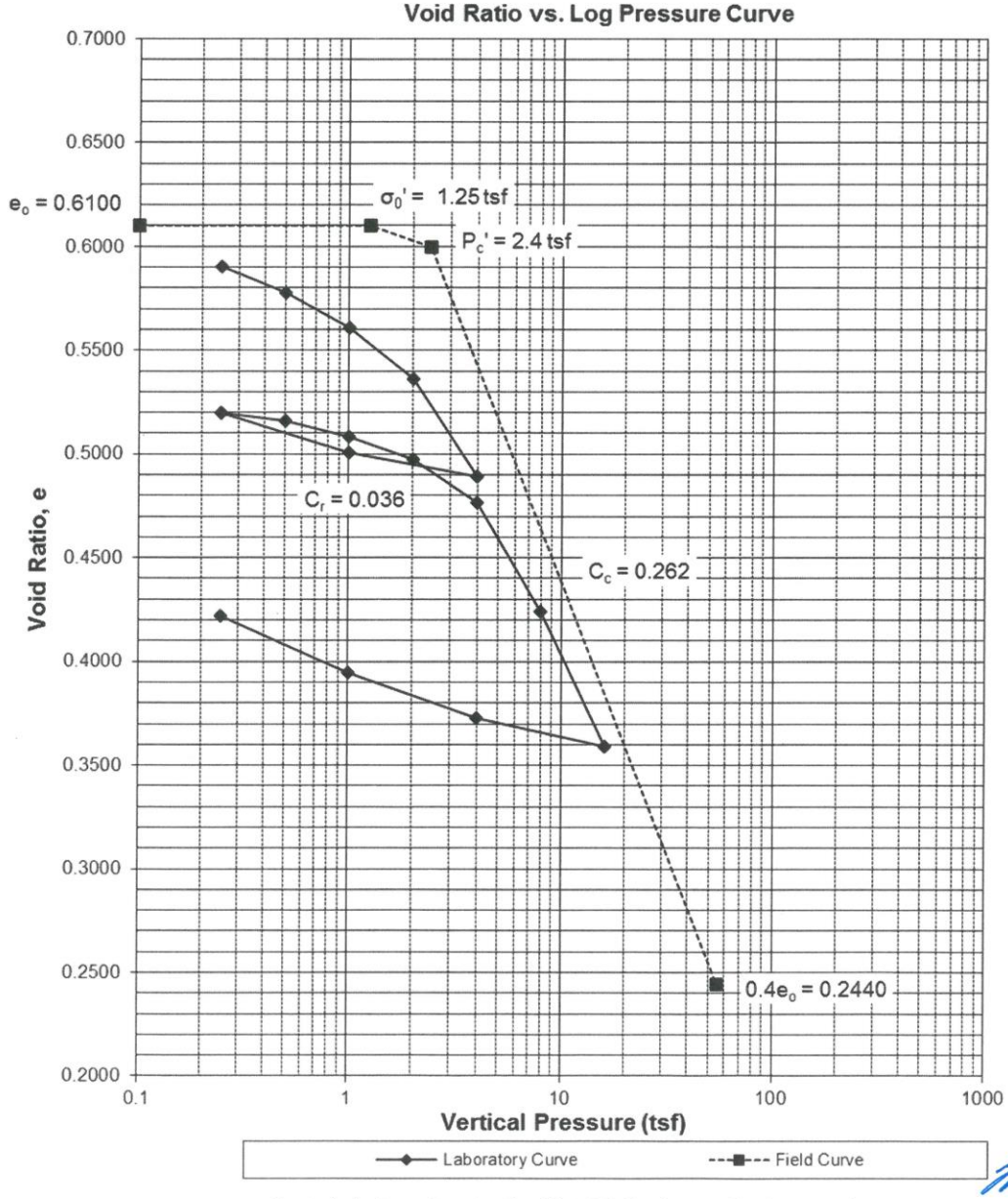
Project: **PROPOSED SPACE NEEDS STUDY**
OUTAGAMIE CO. ADMINISTRATION BUILDING
APPLETON, WISCONSIN

Client: Mr. Paul Farrell
Outagamie County

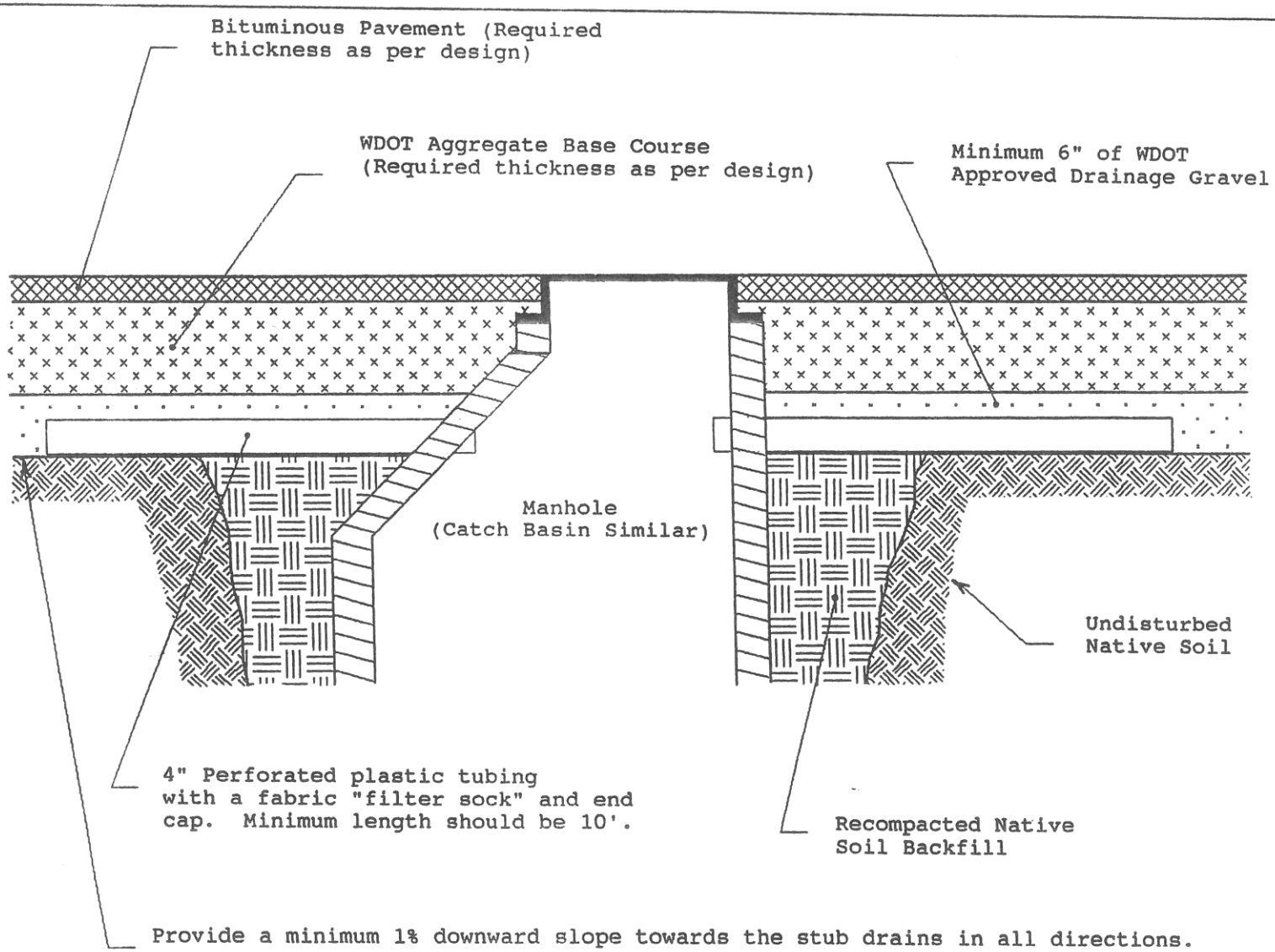
RVT File No: N16-509
Date: May 4, 2016

Test Method	:	ASTM 2435					
Boring Number	:	2-16	Specific Gravity	:	2.686	Initial Void Ratio, e_o	: 0.6100
Sample Number	:	8	Init. Dry Density	:	104.2 pcf	Est. Current Vert. Press., σ_o'	: 1.25 tsf
Sample Depth	:	23' - 25'	Init. Moisture	:	22.2%	Compression Index, C_c	: 0.262
USCS Description	:	Lean Clay, brown (CL)				Recompression Index, C_r	: 0.036
Average Coefficient of Consolidation, C_v: 0.53 ft²/day						Preconsolidation Pressure, P_c'	: 2.4 tsf

Void Ratio vs. Log Pressure Curve



Geotechnical • Construction Materials Testing • Environmental



Note: Two stub drains should be placed at each manhole or catch basin. The stub drains should be placed parallel to the roadway to minimize the potential for "frost bumps" which may occur because of differing depths of fill material. In addition, please note that this sketch is intended as a typical detail only and certain construction considerations may limit its duplication in the field. However, an approximation of these conditions should minimize excessive build-up of water in the area of the manholes and catch basins.

Sketch of Typical Stub Drain Detail		
Drawn By: A Barker	File No:	Date:

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GBC GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

Asbestos Pre-Demolition/Renovation Inspection

including

Limited Lead-Based Paint Testing

Prepared By: EMTS, LLC

Environmental Management & Testing Services, LLC
P.O. Box 3861
Oshkosh, Wisconsin 54903

Facilities Inspected:

Outagamie County Human Resource Building- North
Outagamie County Justice Center
Outagamie County Administrative Building
Veterans Services Building

Date: February 17, 2017

Name of Inspector: Jerome T. Hinke
DHS Inspector No.: AII 2578

Signature: _____

Inspection Date: January 6-February 10,2017

Prepared for:

Outagamie County Facilities
Attn: Paul Farrell
410 Elm Street
Appleton, WI 54911

EMTS LLC
Environmental Management & Testing Services

Consulting • Management • Testing
Phone: (920) 376-1372
www.emts-wi.com
jerry@emts-wi.com

" Environmental Responsibility
At Work For You "

EMTS LLC

Environmental Management & Testing Services

February 17, 2017

Outagamie County
Mr. Paul Farrell
410 S. Elm Street
Appleton, WI 54911

SUBJECT: Pre-Demolition/Renovation Asbestos Inspection
Including limited lead-based paint testing

Mr. Farrell,

Enclosed find the asbestos and lead based paint test results for Outagamie County's Administration renovation, addition and demolition projects. Our inspections commenced January 10, 2017 and concluded February 10, 2017. Bulk samples were collected from all visible and accessible building materials required to be analyzed prior to renovation and demolition activities. The scope of this inspection surrounds only the specifically named departments within identified buildings that will be affected by future renovations or demolitions.

All samples were collected by Mr. Jerome T. Hinke, Wisconsin Department of Health Services (DHS) Asbestos Inspector #AII 2578. Two hundred fifty (250) samples were taken and 346 layers analyzed using polarized light microscopy (PLM) visual estimation EPA 600 method. Ten (10) paint samples were collected from Human Services and Veterans Services, then analyzed for lead using EPA method Flame AAS (SW 846 3050B/7000B).

FACILITY AREAS INSPECTED: (see bulk and material inventories for test results)

County Administration Bldg: 1st floor - WIC, Crisis and Probate

Human Services North Bldg: 1st floor – MIS/IT Warehouse, Public Canteen, Storage, MIS/IT offices
2nd floor – Child Support, ADRC, Court Room H
3rd floor – Family Court, Mental Health, main hallway, mechanical room
4th floor – ADRC, Public Health, boiler room, mechanical room

County Justice Center: Ground floor – Sheriff's Department
1st floor – DA office, Sheriff Department, Family Court
2nd floor – Family Court

Veterans Services Bldg: Full facility pre-demolition asbestos and limited LBP inspection

Notes: (1) No asbestos containing materials (ACM) were detected in the following inspection areas:
Administration Bldg: WIC, Crisis, Probate; JC Bldg: Sheriff Departments, DA offices, Family Courts

(2) **ACM has been identified in the following inspection areas: HS Bldg: 1st floor MIS/IT warehouse, Public Canteen, 2nd floor Child Support, 3rd floor main hallway, 4th floor ADRC, Public Health, and also at the Veterans Services Building.**

PROJECT REQUIREMENTS:

The Human Services and Veterans Services buildings **WILL** require a uniform 10 working day Wisconsin DNR notification (form 4500-113) prior to any asbestos abatement, renovation and structural demolition of facilities. All building materials intended to be recycled can **NOT** have any type of ACM applied, adhered, associated or comingled with any recycling materials at any of the locations described in this report.

Other concerns that may need to be managed prior to or during demolition are fluorescent light bulbs and ballast, mercury switches, Freon-containing devices, hazardous materials, etc. A list of these items and more can be found in the WDNR Publication WA-651 "Pre-Demolition Environmental Checklist".

It is important to note that the scope of this inspection is limited only to the areas listed on page one of this report. No work should be conducted outside these listed areas without additional inspection and sampling.

ASBESTOS MATERIALS IDENTIFIED:

The following suspect <u>asbestos containing materials (ACM) have been identified and/or assumed</u>:

Human Services North Building:

1st floor MIS/IT Warehouse, 12" floor tile w/mastic, brown/black; Cat. I/II ACM, approx. 1,010 ft²
1st floor Public Canteen, 12" floor tile w/mastic, tan/black; Cat. I/II ACM, approx. 544 ft²
2nd floor Child Support (old vault) 12" floor tile w/mastic, black Cat. I/II ACM, approx. 145 ft²
3rd floor Main hallway w/closets 12" floor tile w/mastic, tan/black Cat. I/II ACM approx. 875 ft²
4th floor ADRC 12" floor tile w/mastic, tan/black Cat. I/II ACM approx. 6,120 ft²
4th floor Public Health 12" floor tile w/mastic, tan/white/black Cat. I /II ACM approx. 3,500 ft²
4th floor Mechanical/Boiler Room, fire doors, metal assumed friable ACM approx. 2 each
Roof systems, flat BUR field, flashings and tars, black assumed Cat. I ACM approx. ND

Notes: (1) 1st floor tiles and mastic are adhered to concrete slab. 2nd floor tiles and mastic are under carpet squares on concrete. 3rd floor tiles and mastic are under carpet squares on concrete. 4th floor tiles and mastic are under both wall to wall and carpet squares on concrete. It is believed that all 4th floor perimeter and interior wall systems, along with office base cabinetry, are installed on top of the carpet, ACM floor tiles and mastic. It appears Non-ACM floor leveling compound has been poured over the top of some floor tiles areas on the 4th floor. Although this appears sporadically applied, though it is most evident on the east side of 4th floor ADRC.

(2) The roof system has not been profiled or sampled, thus is assumed Cat. I ACM which may remain in place during the North wall demolition. However, these materials may NOT be applied, adhered, associated or comingled with any recycling materials at this site.

Veterans Services Building:

Rooms 001, 005, 006, 008, 109: sink undercoat and countertop/backsplash glues, pink/brown Cat. II ACM approx. 3 sinks each (12 ft²); counter top/backsplash 5 each (72 ft²)

Notes: (1) Counter tops/backsplashes and sinks should be completely removed to include the ACM glue adhered to drywall systems.

LEAD IN PAINTS IDENTIFIED: **NONE**

No lead-based paints were identified in areas sampled at Human Services North Bldg. and Veterans Services. The Administration and Justice Center buildings did not require lead paint testing.

REPORT INTEGRITY:

Environmental Management and Testing Services, LLC (EMTS) certifies that the purpose of this inspection followed and is consistent with federal, state and local regulations governing project specified conditions and was performed using recognized procedures and standards of the industry. Our scope of services for this project was limited to those services as established in the proposal, contract, verbal direction, and/or agreement.

EMTS makes no warranties, expressed or implied as to the accuracy or completeness of the work included herein. EMTS has performed these services in accordance with generally accepted environmental standards of care at the time of the inspection. No warranty, expressed or implied is made.

EMTS shall not be responsible for non-identification of asbestos containing materials that are not common to the construction industry, require excessive destructive sampling, demolition and/or disassembly of equipment to access; and for information prepared by others and supplied by the owner or owner representative. The identification of asbestos was performed on the day(s) the facility was available for inspection. EMTS shall not be held responsible for changed or differing site conditions, which may have occurred since the performance of this inspection report.

Sincerely,

Jerome T Hinke
President, AII-2578

ASBESTOS COMPLIANCE IN WISCONSIN

MINIMUM APPLICABLE DNR NR447 & DHS 159 REGULATIONS

The definition of asbestos–containing materials is containing more than 1% asbestos by area as determined by Polarized Light Microscopy (PLM).

Asbestos Containing Materials (ACM) is designated as:

1. Friable- materials that can be crumbled or reduced to powder by hand pressure
2. Category I Non-friable- includes only resilient floor covering, asphalt roofing products, gaskets and packing's

Prior to commencing a demolition or renovation project, the owner or operator must thoroughly inspect the affect facility or part of the facility where the work will occur for the presence of asbestos, including category I and category II non-friable ACM.

RENOVATION and DEMOLITION WORK

Any materials determined to be ACM by PLM analysis or PACM that will or may be disturbed during a renovation project must be managed by a licensed and properly insured asbestos abatement company. The abatement company must be certified under Wisconsin Administrative Code HFS 159 as a Primary Asbestos Company. All three ACM types must be properly abated by DHS certified abatement workers prior to renovating the affected area(s). Notification to either DHS or DNR (which ever applies) is required before commencing the abatement work.

DHS required notification is: (facilities other than residential)

1. Removing any amount more than 1 glove bag or 60"x 60" disposal bag of non-friable ACM
2. Removing more than 1 glove bag but less than160 sq.ft., 260 lr.ft., 35 cu.ft. of friable ACM or less than 5,580 sq.ft. roofing materials using mechanical methods
3. Enclosing, encapsulating or repairing more than 3 sq.ft. or 3 lr.ft. of friable ACM

Exceptions to DHS notifications:

1. **Any removal before a fire burn requires DNR notification**
2. Any removal before a DNR-regulated facility or structure demolition

DNR required notification is:

1. Removing RACM that is 260 linear feet or 160 square feet, and volumes greater than or equal to 35 cubic feet off of facility components
2. Removing at least 5,580 sq.ft. of asphalt roofing using mechanical methods (saw cutting)
3. **Fire department only fire training burns**
4. Demolition of facilities or structures subject to the NESHAP regulations

Friable ACM must be removed from all DNR subject facilities prior to demolition. Category I ACM does not have to be removed prior to a normal demolition if the material is in good condition prior to starting the work. The resulting wastes can be handled as demolition material and disposed in a construction debris landfill. If the demolition materials will be recycled, all ACM must be removed prior to the demolition. Category II ACM is case by case determination. Slate or transite type materials normally become RACM during a demolition and must be removed prior to the demolition.

There is a uniform 10 working day notice to the DNR for all projects that are required to file a notice. Notification requirements apply to RACM that is 260 linear feet or 160 square feet, and volumes greater than or equal to 35 cubic feet off of facility components. Notification also applies to saw cutting at least 5,580 sq.ft. of asphalt roofing.

Notification is required for all renovation and demolition projects of facilities or structures subject to the regulation. A single isolated residential dwelling unit or structure with 4 or fewer units is exempt from the asbestos NESHAP regulations regardless of ownership or the intended use of the property. All fire training burns are subject facilities and all NESHAP regulations apply. All three types of ACM must be removed prior to burning.

The notice must identify all three categories of asbestos present:

1. Friable asbestos/RACM to be removed
2. Non-friable asbestos material to be removed, and
3. Non-friable asbestos material not removed before demolition

The notice must also state the actions/response to be taken if previously non-identified asbestos is found during renovation or demolition. At least one on-site representative of the owner/operator must be trained concerning the regulation and ensure compliance.

Each waste container must be labeled with the name of the generator, operator and the location at which the waste was generated. All disposed containers must maintain waste shipment records, using a format acceptable to the department, and include the following information

1. The name, address and phone number of the waste generator
2. The name and address of the department staff person responsible
3. Approximate quantity of waste shipment in cubic yards
4. The name and phone number of the disposal site operator
5. The name and physical site location of the disposal site
6. The name, address and phone of the transporters, including date of shipments

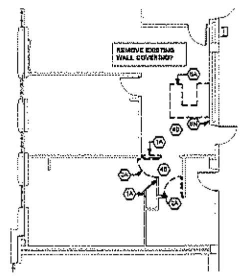
A certification that the contents of the waste shipment record is received by disposal site and signed copies are delivered within 35 days.

Other concerns that may need to be managed prior to demolition are fluorescent light bulbs and ballast, mercury switches, Freon-containing devices, etc. A list of these items and more can be found in the WDNR Publication WA-651 "Pre-Demolition Environmental Checklist".

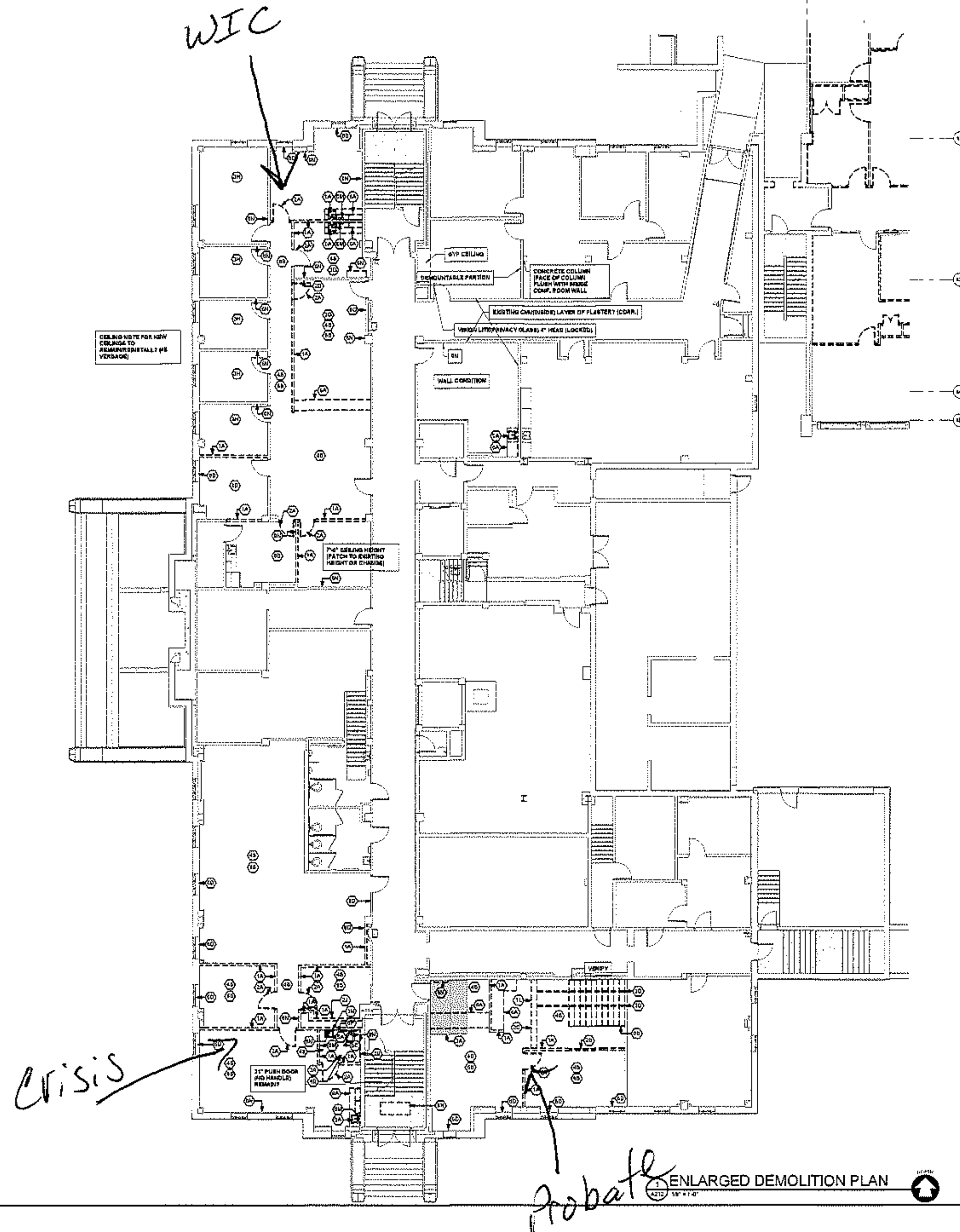
ADMINISTRATIVE BUILDING

WIC, Crisis, and Probate

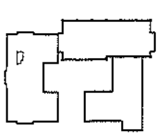
ADMINISTRATIVE BLDG.



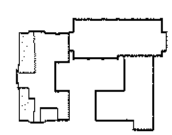
2 ENLARGED DEMOLITION PLAN
A212 1/8" = 1'-0"



1 ENLARGED DEMOLITION PLAN
A212 1/8" = 1'-0"



PLAN KEY
NOT TO SCALE



PLAN KEY
NOT TO SCALE

GENERAL DEMOLITION NOTES

- EXISTING BUILDING HAS BEEN SHOWN ACCORDING TO ORIGINAL BUILDING PLANS, FIELD NOTES AND MEASUREMENTS. EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTORS AND DISCREPANCIES REPORTED TO THE ARCHITECT.
- DASHED LINES INDICATE EXISTING WALLS, DOORS, WINDOWS, CABINETS & FIXTURES TO BE REMOVED.
- EXISTING WALLS, PARTITIONS, FLOOR LINES, DOORS AND FRAMES THAT REMAIN ARE SHOWN IN CONTINUOUS LINE WEIGHT. THESE AND EXISTING FLOOR AND WALL FINISHES THAT ARE SCHEDULED TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
- WHERE WALLS OR PARTITIONS ARE INDICATED TO BE REMOVED, REMOVE ENTIRE WALL OR PARTITIONS AS WELL AS DUCTS, PIPING, CONDUITS AND OTHER ELEMENTS IN OR ON THEM WHICH MAY OR MAY NOT BE SPECIFICALLY IDENTIFIED, UNLESS OTHERWISE NOTED. PATCH EXISTING ADJACENT CONSTRUCTION THAT IS TO REMAIN WHERE APPLICABLE.
- THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL DOORS, HARDWARE, FIXTURES AND EQUIPMENT BEING REMOVED DURING DEMOLITION. COORDINATE WITH OWNER ALL EQUIPMENT TO BE SALVAGED AND/OR REUSED ON THE PROJECT.
- EXISTING FINISHES TO BE REMOVED SHALL HAVE THE ORIGINAL SUBSTRATE PREPARED TO RECEIVE NEW FINISHES.
- MAINTAIN AND PROTECT EXISTING UTILITY SERVICES TO REMAIN AND/OR TO BE OPERATIONAL DURING DEMOLITION AND CONSTRUCTION.
- ALL FIELD VERIFICATION FOR PLUMBING, MECHANICAL & ELECTRICAL DEMOLITION IS THE CONTRACTOR'S RESPONSIBILITY.
- SCOPE OF DEMOLITION AND REMOVAL WORK SHALL NOT BE LIMITED BY THESE DRAWINGS BUT SHALL INCLUDE ANY AND ALL WORK NECESSARY TO FACILITATE NEW CONSTRUCTION.
- CONTRACTOR TO PROTECT AREAS ADJACENT TO DEMOLITION DURING CONSTRUCTION.
- PROVIDE DUST CONTROL BETWEEN CONSTRUCTION AREAS AND OCCUPIED AREAS AT ALL TIMES. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
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- ALL SHUTDOWNS OF MECHANICAL, SPRINKLER, FIRE ALARM AND/OR ELECTRICAL SYSTEMS ALL BE COORDINATED WITH OWNER.
- CONTRACTOR TO COORDINATE DEMOLITION WORK WITH NEW CONSTRUCTION AS SHOWN ON DRAWINGS. REPORT ANY CONFLICTS TO THE ARCHITECT BEFORE DEMOLITION WORK BEGINS.
- SEQUENCE OF DEMOLITION WORK TO BE COORDINATED WITH NEW CONSTRUCTION.
- SEE OTHER DISCIPLINES' DRAWINGS FOR EXTENT OF ITEMS TO BE REMOVED AND SALVAGED FOR REUSE.
- REFER TO SPECIFICATIONS "CUTTING AND PATCHING" SECTION FOR WORK REQUIRED BY ALL TRADES WHETHER INDICATED ON THE DRAWINGS OR NOT.
- SITE CLEAR ANY EXISTING FURRING ON COLUMNS WITHIN SCOPE OF PROJECT.
- REMOVE ALL SIGNAGE WITHIN SCOPE OF WORK AND TURNOVER TO OWNER.

DEMOLITION LEGEND:

EXTENT OF DEMOLITION

EXISTING CONSTRUCTION TO REMAIN

(X) DEMOLITION NOTES

WALLS

1A SITE CLEAR EXISTING WALL AND BASE AS REQUIRED FOR NEW CONSTRUCTION.
1L SITE CLEAR EXISTING BASE.
1N SITE CLEAR EXISTING TILE WALL, PATCH AND PREP WALL AS NECESSARY FOR NEW CONSTRUCTION.

DOOR & WINDOW

2A SITE CLEAR EXISTING DOOR, HARDWARE, AND FRAME. PATCH WALLS AS NECESSARY FOR NEW CONSTRUCTION.
2B SITE CLEAR EXISTING BORROWED LITE.
2D REMOVE EXISTING DOORSTOP AND PATCH AS NEEDED FOR NEW CONSTRUCTION.
2J SITE CLEAR EXISTING METAL ACCESS DOOR.

FLOORS

3A SITE CLEAR EXISTING FLOORING & VINYL BASE AS NECESSARY FOR NEW CONSTRUCTION.
3C SITE CLEAR EXISTING SUBFLOOR AND RAMP, PATCH AND PREP FOR NEW FLOORING.
3D REMOVE EXISTING METAL TRACK AND TURN OVER TO OWNER.
3G REMOVE EXISTING CARPET TILE AND SAVE FOR REUSE IN PROJECT, ... OVER AND PROTECT DURING ...

ROOF & CEILING

4B EXISTING SUSPENDED ACOUSTICAL CEILING TILE SYSTEM TO BE REMOVED, STORED, AND PROTECTED FOR REUSE.

PLUMBING

5A SITE CLEAR EXISTING SINK.
5C SITE CLEAR EXISTING TOILET.

MISC.

6A REMOVE EXISTING CASEWORK AND RETURN TO OWNER.
6B REMOVE EXISTING BULLETIN BOARDS/WHITEBOARDS AND TURN OVER TO OWNER.
6D REMOVE EXISTING WINDOW TREATMENT AND TURN OVER TO THE OWNER.
6G REMOVE EXISTING WALL MOUNTED TELEVISION AND TURN OVER TO OWNER.
6M REMOVE EXISTING PAPER TOWEL DISPENSER AND TURNOVER TO OWNER.
6N REMOVE EXISTING WALL MOUNTED EQUIPMENT AND TURN OVER TO OWNER.
6P REMOVE EXISTING SOAP DISPENSER AND TURN OVER TO OWNER.
6R REMOVE EXISTING SAFE FOR REUSE IN PROJECT.
6S REMOVE EXISTING HIGH DENSITY SHELVING AND TURN OVER TO OWNER.

PRELIMINARY NOT FOR CONSTRUCTION

McMAHON
ENGINEERS \ ARCHITECTS

AN ADDITION/REMODEL FOR:
OUTAGAMIE COUNTY ADMINISTRATION CENTER APPLETON WI
LEVEL 790.00 ENLARGED DEMOLITION PLAN - CAB

JANUARY 6, 2017

A212

Material	WIC	Crisis	Probate					Comments
Ceiling Tile	✓	✓	✓					
Plasters	✓	✓	--					
Drywall w/ compound	✓	✓	✓					
Ceramic Tile w/ mortar/grout	--	✓	--					
Floor Tile w/ glue	--	--	--					
Carpet Glue	✓	✓	✓					
Linoleum w/ glue	--	--	--					
Terrazzo Floor	--	--	--					
Vinyl Base w/ glue	✓	✓	✓					
Door Caulk	✓	✓	--					
Window Caulk	--	--	--					
Block Mortar	--	--	--					
Fixture Caulk	✓	✓	✓					
Ceramic wall glue	--	✓	--					
Spray-on Fireproofing	--	--	--					
Exhaust Breach	--	--	--					
Sink Undercoat	✓	✓	--					

✓ Non-ACM ✓ ACM
-- Not Present

Bulk Sampling Inventory

Administrative Building Renovation- 1st floor/410 S. Walnut St. Appleton, WI

Lab ID	#	Material Description	Sample Location	% ACM
2017A276	1	2'x2' ceiling tile, dashed, white	WIC	none detected
2017A277	2	plaster wall skim coat, white/tan	WIC	none detected
2017A278	2a	plaster wall base coat, tan	same as above	none detected
2017A279	3	drywall w/ compound, white	WIC	none detected
2017A280	3a	drywall, white	same as above	none detected
2017A281	4	drywall partition wall, white/tan	WIC	none detected
2017A282	5	carpet glue, green	WIC	none detected
2017A283	6	4" vinyl base, black	WIC	none detected
2017A284	6a	glue, yellow	same as above	none detected
2017A285	7	4" vinyl base, brown	WIC	none detected
2017A286	7a	glue, yellow	same as above	none detected
2017A287	8	fixture caulk, white	WIC	none detected
2017A288	9	door caulk, white	WIC	none detected
2017A289	10	sink undercoat, grey	WIC	none detected
2017A290	11	2'x2' ceiling tile, dashed, white	Crisis	none detected
2017A291	12	2'x2' ceiling tile, smooth, white	Crisis bathroom	none detected
2017A292	13	plaster wall skim coat, white	Crisis	none detected
2017A293	13a	plaster wall base coat, tan	same as above	none detected
2017A294	14	ceramic wall glue, yellow	Crisis bathroom	none detected
2017A295	15	carpet glue, green	Crisis	none detected
2017A296	16	6" vinyl base, brown	Crisis	none detected
2017A297	16a	glue, yellow	same as above	none detected
2017A298	17	ceramic floor mortar/grout, grey	Crisis bathroom	none detected
2017A299	18	fixture caulk, white	Crisis bathroom	none detected
2017A300	19	door caulk, white	Crisis	none detected
2017A301	20	sink undercoat, grey	Crisis	none detected
2017A302	21	2'x2' ceiling tile, dashed, white	Probate	none detected
2017A303	22	drywall w/ compound, white	Probate	none detected
2017A304	22a	drywall, white	same as above	none detected
2017A305	23	carpet glue, green	Probate	none detected
2017A306	24	4" vinyl base, brown	Probate	none detected
2017A307	24a	glue, yellow	Probate	none detected
2017A308	25	fixture caulk, white	Probate	none detected

EMTS, LLC
P.O. Box 3861 | Oshkosh, WI 54903
jerry@emts-wi.com | (920) 379-1372

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A018

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/10/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/10/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Administrative Building - 1st level		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
1 2017A276	2'x2' ceiling tile dashed WIC	white homogenous	35% cellulose	65%	None Detected
2 2017A277	plaster wall skim coat WIC	white layer 1		100%	None Detected
2a 2017A278	plaster wall base coat same as above	tan layer 2	2% cellulose	98%	None Detected
3 2017A279	drywall compnd WIC	white layer 1		100%	None Detected
3a 2017A280	drywall same as above	white layer 2	10% cellulose	90%	None Detected
4 2017A281	drywall partition wall WIC	white homogenous	10% cellulose	90%	None Detected
5 2017A282	carpet glue WIC	green homogenous		100%	None Detected
6 2017A283	4" vinyl base WIC	black layer 1		100%	None Detected
6a 2017A284	glue same as above	yellow layer 2		100%	None Detected

Analyst -Jerome T Hinke

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Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
7 2017A285	4" vinyl base WIC	brown layer 1		100%	None Detected
7a 2017A286	glue same as above	yellow layer 2		100%	None Detected
8 2017A287	fixture caulk WIC	white homogenous		100%	None Detected
9 2017A288	door caulk WIC	white homogenous		100%	None Detected
10 2017A289	sink undercoat WIC	grey homogenous	4% cellulose	96%	None Detected
11 2017A290	2'x2' ceiling tile dashed Crisis	white homogenous	35% cellulose	65%	None Detected
12 2017A291	2'x2' ceiling tile smooth Crisis bathroom	white homogenous	10% cellulose	90%	None Detected
13 2017A292	plaster wall skim coat Crisis	white layer 1		100%	None Detected
13a 2017A293	plaster wall base coat same as above	tan layer 2	2% cellulose	98%	None Detected

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Lab Batch #
2017A018

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Sample Date	1/10/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Administrative Building- 1st level		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
14 2017A294	ceramic wall glue Crisis bathroom	yellow homogenous		100%	None Detected
15 2017A295	carpet glue Crisis	green homogenous		100%	None Detected
16 2017A296	6" vinyl base Crisis	brown layer 1		100%	None Detected
16a 2017A297	glue same as above	yellow layer 2		100%	None Detected
17 2017A298	ceramic floor mortar/grout Crisis bathroom	grey homogenous		100%	None Detected
18 2017A299	fixture caulk Crisis bathroom	white homogenous		100%	None Detected
19 2017A300	door caulk Crisis	white homogenous		100%	None Detected
20 2017A301	sink undercoat Crisis	grey homogenous	4% cellulose	96%	None Detected
21 2017A302	2'x2' ceiling tile dashed Probate	white homogenous	35% cellulose	65%	None Detected

Analyst -Jerome T Hinke

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Project Name	Administrative Building- 1st level		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH All-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
22 2017A303	drywall w/ compound Probate	white layer 1		100%	None Detected
22a 2017A304	drywall same as above	white layer 2	10% cellulose	90%	None Detected
23 2017A305	carpet glue Probate	green homogenous		100%	None Detected
24 2017A306	4" vinyl base Probate	brown layer 1		100%	None Detected
24a 2017A307	glue same as above	yellow layer 2		100%	None Detected
25 2017A308	fixture caulk Probate	white homogenous		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A018

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone / Fax
Address: 410 S. Elm St.	Email
City, State, Zip: Appleton WI 54911	Date of Sample: 1/10/17 Page 1 of 2
Project Description / Location: 1st level Administrative Bldg	Representative Name: Paul Ferrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x2' ceiling tile, dashed white	WIC		PLM 600
2	plaster wall whi/tan	"		
3	drywall w/ compound, white	"		
4	drywall partition wall whi/tan	"		
5	carpet glue, green	"		
6	4" vinyl base blk/yellow	"		
7	" " " bro/yellow	"		
8	fixture caulk, white	"		
9	door caulk, white	"		
10	sink undercoat, grey	"		
11	2'x2' ceiling tile, dashed white	Crisis		
12	" " " smooth "	" bathroom		
13	plaster wall, white/tan	"		
14	ceramic wall glue, yellow	" bathroom		
15	carpet glue, green	"		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/10/17	AI2578		1/11/17

Lab Batch NO. 2017A018

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
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Client Name: Outagamie County	Phone
	Fax
Address: 410 S. Elm St.	Email
City, State, Zip: Appleton WI 54911	Date of Sample: 1/10/17 Page 2 of 2
Project Description / Location: 1st level Administrative Bldg	Representative Name: Paul Ferrell
	Turnaround Priority - 3hr 6hr Normal - 24hr 48hr 72hr 5day

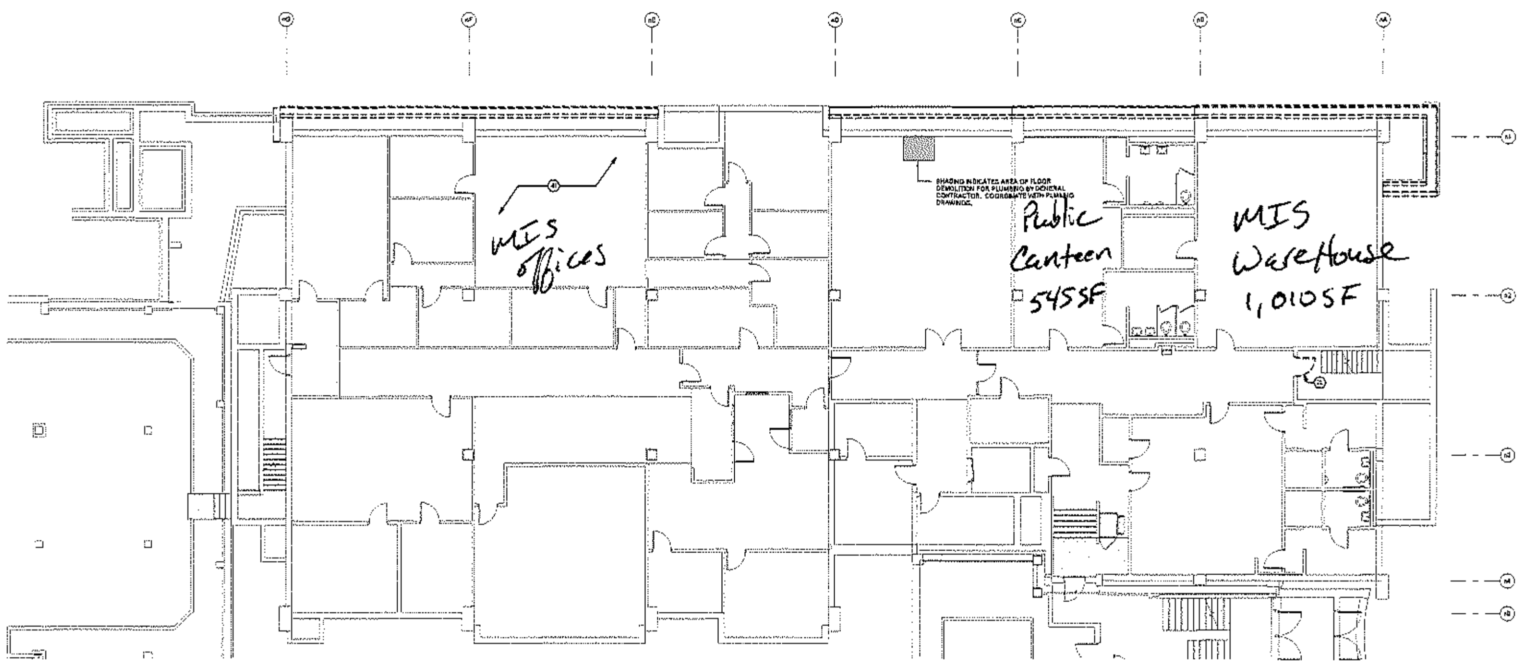
Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
16	6" vinyl base, brn/yellow	Crisis		PLM 600
17	ceramic flr mortar/grout grey	" bathroom		
18	fixture caulk, white	" "		
19	door caulk, white	Crisis		
20	sink undercoat, grey	"		
21	2'x2' ceiling tile, dashed white	Probate		
22	drywall w/ compound, white	"		
23	carpet glue, green	"		
24	4" vinyl base brn/yellow	"		
25	fixture caulk, white	"		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/10/17	AII2578		1/11/17

HUMAN SERVICES BUILDING- NORTH

1st Floor- MIS/IT Warehouse, Public Canteen, Storage, MIS/IT Offices
2nd Floor- Child Support, ADRC, Courtroom H
3rd Floor- Family Court, Mental Health, main hallway, mechanical room
4th Floor- ADRC, Public Health, boiler room, mechanical room

HUMAN SERVICES - NORTH BLDG 1ST FLOOR



ENLARGED DEMOLITION PLAN

1st flr

GENERAL DEMOLITION NOTES

- EXISTING BUILDING HAS BEEN SHOWN ACCORDING TO ORIGINAL BUILDING PLANS, FIELD NOTES AND MEASUREMENTS. EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTORS AND DISCREPANCIES REPORTED TO THE ARCHITECT.
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DEMOLITION LEGEND:

EXTENT OF DEMOLITION

EXISTING CONSTRUCTION TO REMAIN

(X) DEMOLITION NOTES

WALLS

DOOR & WINDOW

31 SITE CLEAN EXISTING DOOR AND HARDWARE, EXISTING FRAME TO REMAIN.

FLOORS

ROOF & CEILING

41 REMOVE AND REINSTALL CEILING TILES AND GRID AS NECESSARY TO COMPLETE SCOPE OF MECHANICAL, ELECTRICAL AND PLUMBING SCOPE OF WORK.

PLUMBING

MISC.

PRELIMINARY NOT FOR CONSTRUCTION

McMAHON ENGINEERS ARCHITECTS

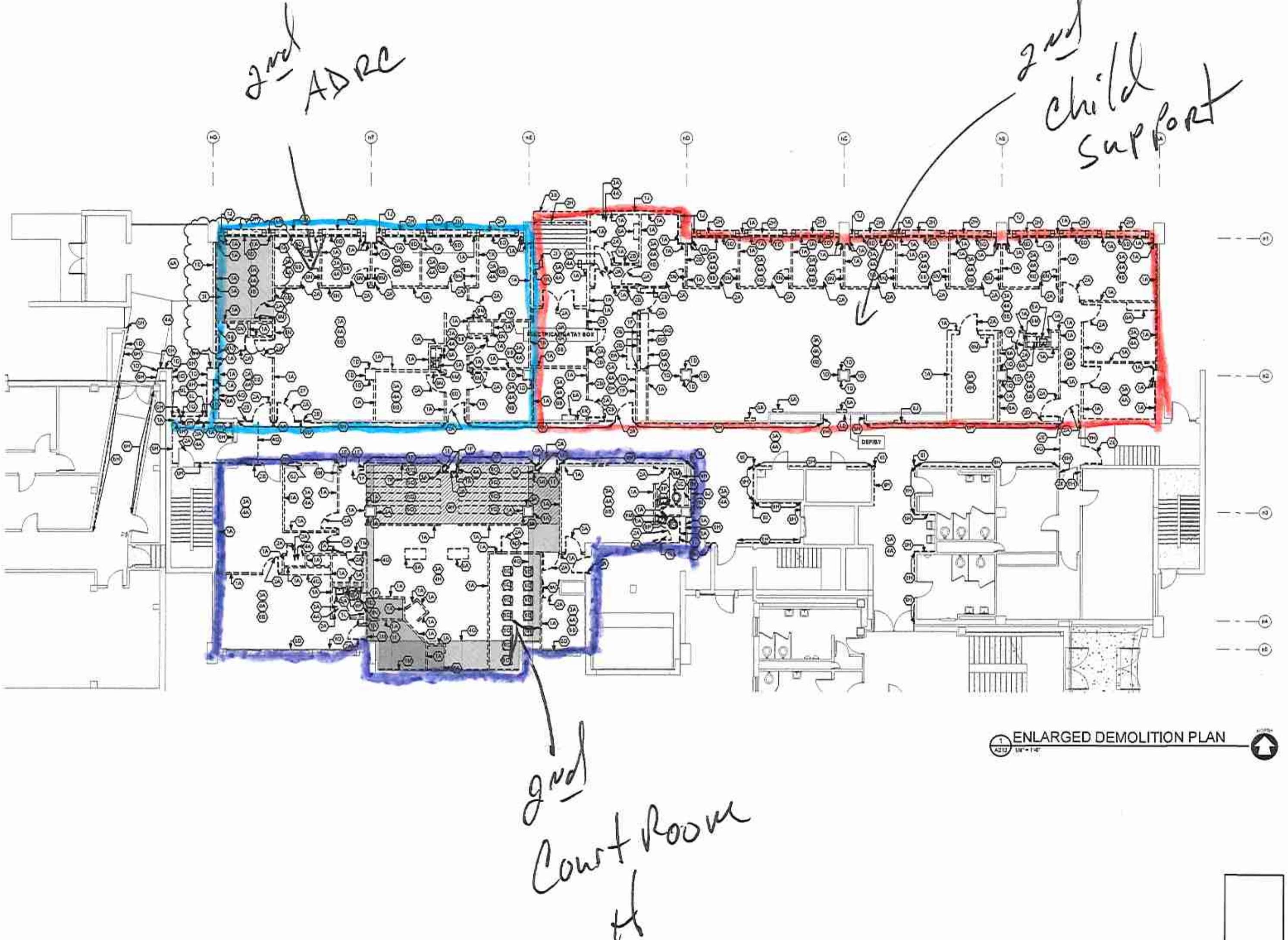
AN ADDITION/REMODEL FOR:
OUTAGAMIE COUNTY ADMINISTRATION CENTER APPLETON WI
LEVEL 780.00 ENLARGED DEMOLITION PLAN - HHS NORTH

MAG | BLG
JANUARY 6, 2017

A211

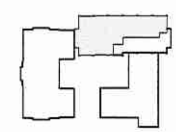
HUMAN SERVICES - NORTH BLDG

2nd FLOOR



ENLARGED DEMOLITION PLAN

1/8" = 1'-0"



PLAN KEY

NOT TO SCALE

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DEMOLITION LEGEND:

EXTENT OF DEMOLITION

EXISTING CONSTRUCTION TO REMAIN

(X) DEMOLITION NOTES

WALLS

1A SITE CLEAR EXISTING WALL AND BASE AS REQUIRED FOR NEW CONSTRUCTION.
1D SITE CLEAR EXISTING WALL COVERING. CLEAN AND PREP WALL FOR NEW FINISH AS NEEDED FOR NEW CONSTRUCTION.
1E SITE CLEAR EXISTING FOUNDATION WALL AS REQUIRED FOR NEW CONSTRUCTION.
1F SITE CLEAR EXISTING WOOD WALL SLATS AND FABRIC. PATCH AND PREP WALL FOR NEW FINISH.
1G SITE CLEAR EXISTING WALL TO 9'-4" A.F.F.
1J SITE CLEAR EXISTING EXTERIOR PRECAST CONCRETE WALL.
1L SITE CLEAR EXISTING BASE.
1M SITE CLEAR EXISTING WOOD PANELING. PATCH AND PREP WALLS AS NECESSARY FOR NEW CONSTRUCTION.

DOOR & WINDOW

2A SITE CLEAR EXISTING DOOR, HARDWARE, AND FRAME. PATCH WALLS AS NECESSARY FOR NEW CONSTRUCTION.
2B SITE CLEAR EXISTING BORROWED LITE.
2D REMOVE EXISTING DOORSTOP AND PATCH AS NEEDED FOR NEW CONSTRUCTION.
2E REMOVE EXISTING CARD READER AND TURN OVER TO OWNER
2F REMOVE EXISTING ADA ASSIST AND TURN OVER TO OWNER
2H SITE CLEAR EXISTING WINDOW, FRAME, AND SILL.
2I SITE CLEAR EXISTING FRAME.
2K REMOVE EXISTING KEY PAD AND TURN OVER TO OWNER.
2L SITE CLEAR EXISTING DOOR AND HARDWARE. EXISTING FRAME TO REMAIN.

FLOORS

3A SITE CLEAR EXISTING FLOORING & VINYL BASE AS NECESSARY FOR NEW CONSTRUCTION.
3B SITE CLEAR EXISTING CONCRETE STOOP.
3E SITE CLEAR EXISTING BUILT UP FLOOR AND BASE. PATCH AND PREP FOR NEW FLOORING.
3I SITE CLEAR EXISTING CONCRETE SLAB AS REQUIRED FOR NEW CONSTRUCTION.

ROOF & CEILING

4A SITE CLEAR EXISTING CEILING TILE, GRID, AND LIGHT FIXTURES.
4G SITE CLEAR EXISTING SOFFIT
4H SITE CLEAR EXISTING GYPSUM CEILING.

PLUMBING

5A SITE CLEAR EXISTING SINK.
5C SITE CLEAR EXISTING TOILET.

MISC.

6A REMOVE EXISTING CASEWORK AND RETURN TO OWNER.
6B REMOVE EXISTING BULLETIN BOARDS/WHITEBOARDS AND TURN OVER TO OWNER.
6D REMOVE EXISTING WINDOW TREATMENT AND TURN OVER TO THE OWNER.
6G REMOVE EXISTING WALL MOUNTED TELEVISION AND TURN OVER TO OWNER.
6H SITE CLEAR EXISTING WOOD TRIM. PATCH AND PREP WALL AS NEEDED FOR NEW CONSTRUCTION.
6I REMOVE EXISTING CORNER GUARD AND TURNOVER TO OWNER.
6J SITE CLEAR EXISTING FIRE HOSE CABINET. PATCH AND FINISH WALL AS NEEDED FOR NEW CONSTRUCTION.
6K REMOVE EXISTING DROP BOX AND TURNOVER TO OWNER.
6L REMOVE EXISTING HANDRAIL. MODIFY AND FINISH RETURN AS NEEDED FOR NEW CONSTRUCTION.
6M REMOVE EXISTING PAPER TOWEL DISPENSER AND TURNOVER TO OWNER.
6N REMOVE EXISTING WALL MOUNTED EQUIPMENT AND TURN OVER TO OWNER.
6P REMOVE EXISTING SOAP DISPENSER AND TURN OVER TO OWNER.
6Q REMOVE EXISTING FIXED FURNITURE AND TURN OVER TO OWNER. PATCH AND PREP FLOOR AS NEEDED FOR NEW WORK.

PRELIMINARY NOT FOR CONSTRUCTION

	DATE	REVISION
1	Date 1	Revision 1

McMAHON

ENGINEERS \ ARCHITECTS

AN ADDITION/REMODEL FOR:

OUTAGAMIE COUNTY ADMINISTRATION CENTER APPLETON WI

LEVEL 790.00 ENLARGED DEMOLITION PLAN - HHS NORTH

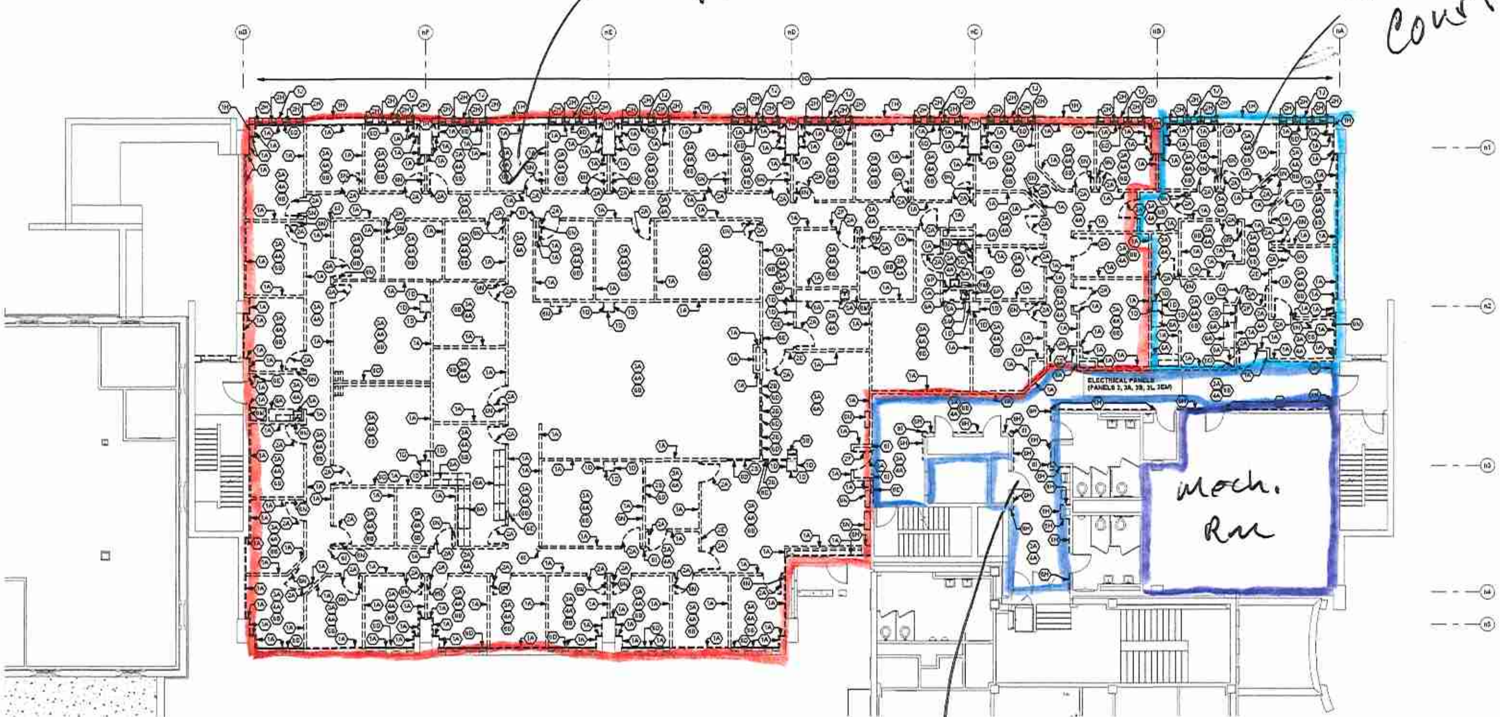
DESIGNED	DRAWN
ASP/MMQ	BLG

JANUARY 6, 2017

A213

HUMAN SERVICES - NORTH BLDG

3rd FLOOR



1 ENLARGED DEMOLITION PLAN
A215 1/8" = 1'-0"

GENERAL DEMOLITION NOTES

- EXISTING BUILDING HAS BEEN SHOWN ACCORDING TO ORIGINAL BUILDING PLANS, FIELD NOTES AND MEASUREMENTS. EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTORS AND DISCREPANCIES REPORTED TO THE ARCHITECT.
- DASHED LINES INDICATE EXISTING WALLS, DOORS, WINDOWS, CABINETS & FIXTURES TO BE REMOVED.
- EXISTING WALLS, PARTITIONS, FLOOR LINES, DOORS AND FRAMES THAT REMAIN ARE SHOWN IN CONTINUOUS LINE WEIGHT. THESE AND EXISTING FLOOR AND WALL FINISHES THAT ARE SCHEDULED TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
- WHERE WALLS OR PARTITIONS ARE INDICATED TO BE REMOVED, REMOVE ENTIRE WALL OR PARTITIONS AS WELL AS DUCTS, PIPING, CONDUITS AND OTHER ELEMENTS IN OR ON THEM WHICH MAY OR MAY NOT BE SPECIFICALLY IDENTIFIED, UNLESS OTHERWISE NOTED. PATCH EXISTING ADJACENT CONSTRUCTION THAT IS TO REMAIN WHERE APPLICABLE.
- THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL DOORS, HARDWARE, FIXTURES AND EQUIPMENT BEING REMOVED DURING DEMOLITION. COORDINATE WITH OWNER ALL EQUIPMENT TO BE SALVAGED AND/OR REUSED ON THE PROJECT.
- EXISTING FINISHES TO BE REMOVED SHALL HAVE THE ORIGINAL SUBSTRATE PREPARED TO RECEIVE NEW FINISHES.
- MAINTAIN AND PROTECT EXISTING UTILITY SERVICES TO REMAIN AND/OR TO BE OPERATIONAL DURING DEMOLITION AND CONSTRUCTION.
- ALL FIELD VERIFICATION FOR PLUMBING, MECHANICAL & ELECTRICAL DEMOLITION IS THE CONTRACTORS RESPONSIBILITY.
- SCOPE OF DEMOLITION AND REMOVAL WORK SHALL NOT BE LIMITED BY THESE DRAWINGS BUT SHALL INCLUDE ANY AND ALL WORK NECESSARY TO FACILITATE NEW CONSTRUCTION.
- CONTRACTOR TO PROTECT AREAS ADJACENT TO DEMOLITION DURING CONSTRUCTION.
- PROVIDE DUST CONTROL BETWEEN CONSTRUCTION AREAS AND OCCUPIED AREAS AT ALL TIMES. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- DEMOLITION WORK PERFORMED THAT IS NOT REQUIRED FOR NEW CONSTRUCTION IS TO BE PLACED AT NO CHARGE TO THE OWNER.
- ALL SHUTDOWNS OF MECHANICAL, SPRINKLER, FIRE ALARM AND/OR ELECTRICAL SYSTEMS ALL BE COORDINATED WITH OWNER.
- CONTRACTOR TO COORDINATE DEMOLITION WORK WITH NEW CONSTRUCTION AS SHOWN ON DRAWINGS. REPORT ANY CONFLICTS TO THE ARCHITECT BEFORE DEMOLITION WORK BEGINS.
- SEQUENCE OF DEMOLITION WORK TO BE COORDINATED WITH NEW CONSTRUCTION.
- SEE OTHER DISCIPLINES' DRAWINGS FOR EXTENT OF ITEMS TO BE REMOVED AND SALVAGED FOR RE-USE.
- REFER TO SPECIFICATIONS "CUTTING AND PATCHING" SECTION FOR WORK REQUIRED BY ALL TRADES WHETHER INDICATED ON THE DRAWINGS OR NOT.
- SITE CLEAR ANY EXISTING FURRING ON COLUMNS WITHIN SCOPE OF PROJECT.
- REMOVE ALL SIGNAGE WITHIN SCOPE OF WORK AND TURNOVER TO OWNER.

DEMOLITION LEGEND:

EXTENT OF DEMOLITION

EXISTING CONSTRUCTION TO REMAIN

(X) DEMOLITION NOTES

WALLS

1A SITE CLEAR EXISTING WALL AND BASE AS REQUIRED FOR NEW CONSTRUCTION.
1D SITE CLEAR EXISTING WALL COVERING. CLEAN AND PREP WALL FOR NEW FINISH AS NEEDED FOR NEW CONSTRUCTION.
1H SITE CLEAR EXISTING EXTERIOR CMU AND CONCRETE WALL.
1J SITE CLEAR EXISTING EXTERIOR PRECAST CONCRETE WALL.
1Q SITE CLEAR EXISTING METAL CORNG.

DOOR & WINDOW

2A SITE CLEAR EXISTING DOOR, HARDWARE, AND FRAME. PATCH WALLS AS NECESSARY FOR NEW CONSTRUCTION.
2B SITE CLEAR EXISTING BORROWED LITE.
2E REMOVE EXISTING CARD READER AND TURN OVER TO OWNER
2F REMOVE EXISTING ADA ASSIST AND TURN OVER TO OWNER
2H SITE CLEAR EXISTING WINDOW, FRAME, AND SILL.

FLOORS

3A SITE CLEAR EXISTING FLOORING & VINYL BASE AS NECESSARY FOR NEW CONSTRUCTION.

ROOF & CEILING

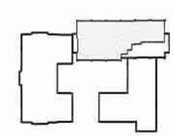
4A SITE CLEAR EXISTING CEILING TILE, GRID, AND LIGHT FIXTURES.

PLUMBING

5A SITE CLEAR EXISTING SINK.
5B SITE CLEAR EXISTING DRINKING FOUNTAIN.
5C SITE CLEAR EXISTING TOILET.

MISC.

6A REMOVE EXISTING CASEWORK AND RETURN TO OWNER.
6B REMOVE EXISTING BULLETIN BOARDS/WHITEBOARDS AND TURN OVER TO OWNER.
6D REMOVE EXISTING WINDOW TREATMENT AND TURN OVER TO THE OWNER.
6E REMOVE EXISTING FIRE EXTINGUISHER AND RETURN OVER TO OWNER. PATCH WALL AS NEEDED FOR NEW CONSTRUCTION.
6G REMOVE EXISTING WALL MOUNTED TELEVISION AND TURN OVER TO OWNER.
6H SITE CLEAR EXISTING WOOD TRIM. PATCH AND PREP WALL AS NEEDED FOR NEW CONSTRUCTION.
6I REMOVE EXISTING CORNER GUARD AND TURNOVER TO OWNER.
6M REMOVE EXISTING PAPER TOWEL DISPENSER AND TURNOVER TO OWNER.
6N REMOVE EXISTING WALL MOUNTED EQUIPMENT AND TURN OVER TO OWNER.
6O REMOVE EXISTING CEILING MOUNTED PARTITION AND TURN OVER TO OWNER.
6P REMOVE EXISTING SOAP DISPENSER AND TURN OVER TO OWNER.



PLAN KEY
NOT TO SCALE

PRELIMINARY NOT FOR CONSTRUCTION

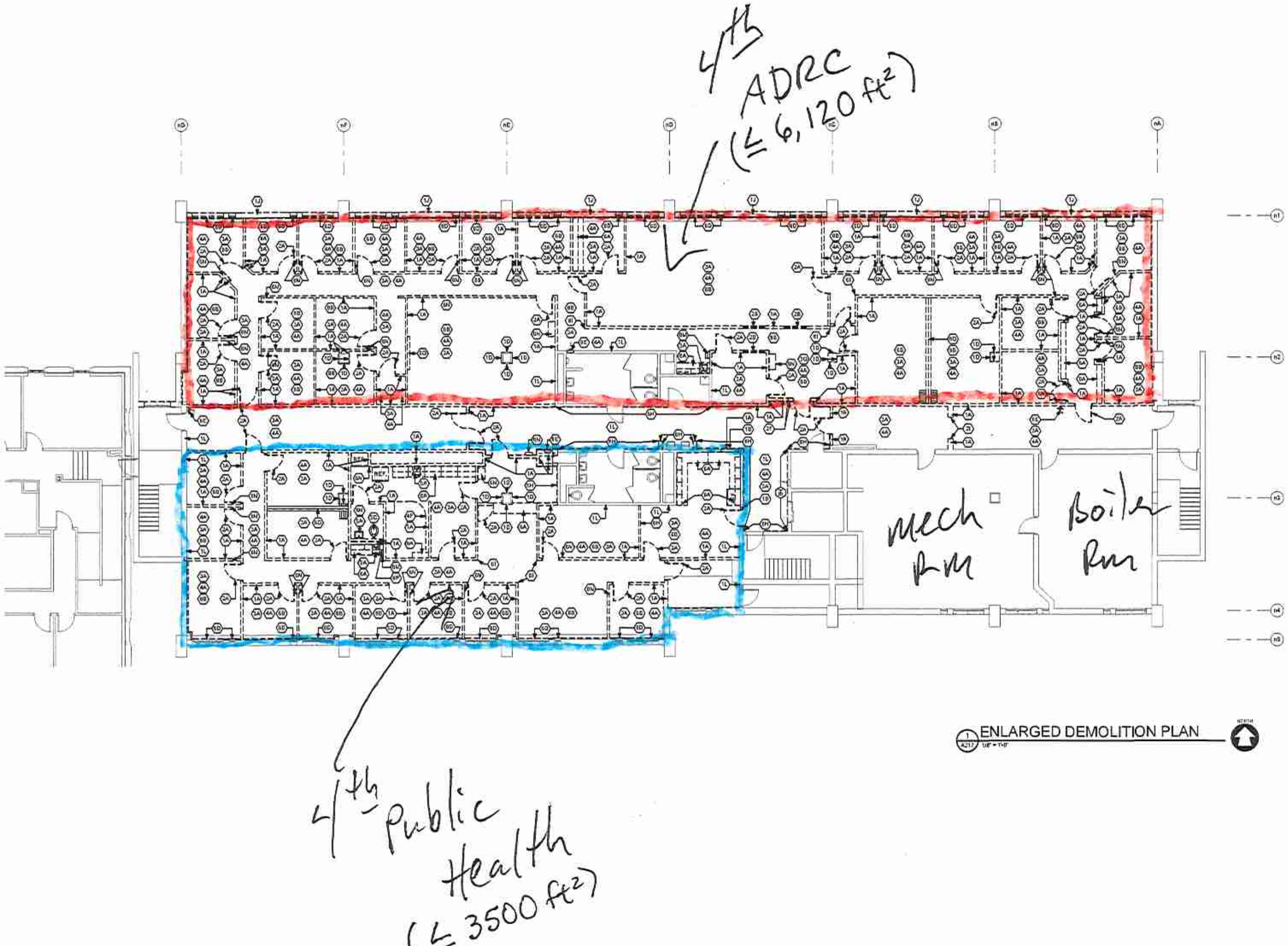
AN ADDITION/REMODEL FOR:
OUTAGAMIE COUNTY ADMINISTRATION CENTER APPLETON WI
LEVEL 805.00 ENLARGED DEMOLITION PLAN - HHS NORTH

McMAHON
ENGINEERS | ARCHITECTS
1445 McMAHON DRIVE, NEENAH, WI 54956
Mailing P.O.BOX 1025 NEENAH, WI 54957-1025
Tel (920) 751-4200 Fax (920) 751-4284
www.mcmgrp.com

DESIGNED MAG DRAWN BLG
DATE JANUARY 6, 2017
SHEET NO. A215

HUMAN SERVICES - NORTH BLDG

4th FLOOR



1 A217 ENLARGED DEMOLITION PLAN

GENERAL DEMOLITION NOTES

- EXISTING BUILDING HAS BEEN SHOWN ACCORDING TO ORIGINAL BUILDING PLANS, FIELD NOTES AND MEASUREMENTS. EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTORS AND DISCREPANCIES REPORTED TO THE ARCHITECT.
- DASHED LINES INDICATE EXISTING WALLS, DOORS, WINDOWS, CABINETS & FIXTURES TO BE REMOVED.
- EXISTING WALLS, PARTITIONS, FLOOR LINES, DOORS AND FRAMES THAT REMAIN ARE SHOWN IN CONTINUOUS LINE WEIGHT. THESE AND EXISTING FLOOR AND WALL FINISHES THAT ARE SCHEDULED TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
- WHERE WALLS OR PARTITIONS ARE INDICATED TO BE REMOVED, REMOVE ENTIRE WALL OR PARTITIONS AS WELL AS DUCTS, PIPING, CONDUITS AND OTHER ELEMENTS IN OR ON THEM WHICH MAY OR MAY NOT BE SPECIFICALLY IDENTIFIED, UNLESS OTHERWISE NOTED. PATCH EXISTING ADJACENT CONSTRUCTION THAT IS TO REMAIN WHERE APPLICABLE.
- THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL DOORS, HARDWARE, FIXTURES AND EQUIPMENT BEING REMOVED DURING DEMOLITION. COORDINATE WITH OWNER ALL EQUIPMENT TO BE SALVAGED AND/OR REUSED ON THE PROJECT.
- EXISTING FINISHES TO BE REMOVED SHALL HAVE THE ORIGINAL SUBSTRATE PREPARED TO RECEIVE NEW FINISHES.
- MAINTAIN AND PROTECT EXISTING UTILITY SERVICES TO REMAIN AND/OR TO BE OPERATIONAL DURING DEMOLITION AND CONSTRUCTION.
- ALL FIELD VERIFICATION FOR PLUMBING, MECHANICAL & ELECTRICAL DEMOLITION IS THE CONTRACTORS RESPONSIBILITY.
- SCOPE OF DEMOLITION AND REMOVAL WORK SHALL NOT BE LIMITED BY THESE DRAWINGS BUT SHALL INCLUDE ANY AND ALL WORK NECESSARY TO FACILITATE NEW CONSTRUCTION.
- CONTRACTOR TO PROTECT AREAS ADJACENT TO DEMOLITION DURING CONSTRUCTION.
- PROVIDE DUST CONTROL BETWEEN CONSTRUCTION AREAS AND OCCUPIED AREAS AT ALL TIMES. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- DEMOLITION WORK PERFORMED THAT IS NOT REQUIRED FOR NEW CONSTRUCTION IS TO BE PLACED AT NO CHARGE TO THE OWNER.
- ALL SHUTDOWNS OF MECHANICAL, SPRINKLER, FIRE ALARM AND/OR ELECTRICAL SYSTEMS ALL BE COORDINATED WITH OWNER.
- CONTRACTOR TO COORDINATE DEMOLITION WORK WITH NEW CONSTRUCTION AS SHOWN ON DRAWINGS. REPORT ANY CONFLICTS TO THE ARCHITECT BEFORE DEMOLITION WORK BEGINS.
- SEQUENCE OF DEMOLITION WORK TO BE COORDINATED WITH NEW CONSTRUCTION.
- SEE OTHER DISCIPLINES' DRAWINGS FOR EXTENT OF ITEMS TO BE REMOVED AND SALVAGED FOR REUSE.
- REFER TO SPECIFICATIONS "CUTTING AND PATCHING" SECTION FOR WORK REQUIRED BY ALL TRADES WHETHER INDICATED ON THE DRAWINGS OR NOT.
- SITE CLEAR ANY EXISTING FURRING ON COLUMNS WITHIN SCOPE OF PROJECT.
- REMOVE ALL SIGNAGE WITHIN SCOPE OF WORK AND TURNOVER TO OWNER.

DEMOLITION LEGEND:

EXTENT OF DEMOLITION

EXISTING CONSTRUCTION TO REMAIN

(X) DEMOLITION NOTES

WALLS

1A SITE CLEAR EXISTING WALL AND BASE AS REQUIRED FOR NEW CONSTRUCTION.
1B SITE CLEAR EXISTING WALL AS REQUIRED FOR NEW DOOR OPENING.
1D SITE CLEAR EXISTING WALL COVERING. CLEAN AND PREP WALL FOR NEW FINISH AS NEEDED FOR NEW CONSTRUCTION.
1J SITE CLEAR EXISTING EXTERIOR PRECAST CONCRETE WALL.
1L SITE CLEAR EXISTING BASE.

DOOR & WINDOW

2A SITE CLEAR EXISTING DOOR, HARDWARE, AND FRAME. PATCH WALLS AS NECESSARY FOR NEW CONSTRUCTION.
2B SITE CLEAR EXISTING BORROWED LITE.
2F REMOVE EXISTING ADA ASSIST AND TURN OVER TO OWNER
2I SITE CLEAR EXISTING FRAME.

FLOORS

3A SITE CLEAR EXISTING FLOORING & VINYL BASE AS NECESSARY FOR NEW CONSTRUCTION.
3G REMOVE EXISTING CARPET TILE AND SAVE FOR REUSE IN PROJECT.

ROOF & CEILING

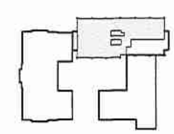
4A SITE CLEAR EXISTING CEILING TILE, GRID, AND LIGHT FIXTURES.
4F REMOVE EXISTING CEILING MOUNTED EQUIPMENT AND TURN OVER TO OWNER.

PLUMBING

5A SITE CLEAR EXISTING SINK.
5C SITE CLEAR EXISTING TOILET.

MISC.

8A REMOVE EXISTING CASEWORK AND RETURN TO OWNER.
8B REMOVE EXISTING BULLETIN BOARDS/WHITEBOARDS AND TURN OVER TO OWNER.
8D REMOVE EXISTING WINDOW TREATMENT AND TURN OVER TO THE OWNER.
8E REMOVE EXISTING FIRE EXTINGUISHER AND RETURN OVER TO OWNER. PATCH WALL AS NEEDED FOR NEW CONSTRUCTION.
8G REMOVE EXISTING WALL MOUNTED TELEVISION AND TURN OVER TO OWNER.
8H SITE CLEAR EXISTING WOOD TRIM, PATCH AND PREP WALL AS NEEDED FOR NEW CONSTRUCTION.
8I REMOVE EXISTING CORNER GUARD AND TURNOVER TO OWNER.
8M REMOVE EXISTING PAPER TOWEL DISPENSER AND TURNOVER TO OWNER.
8N REMOVE EXISTING WALL MOUNTED EQUIPMENT AND TURN OVER TO OWNER.
8O REMOVE EXISTING CEILING MOUNTED PARTITION AND TURN OVER TO OWNER.
8P REMOVE EXISTING SOAP DISPENSER AND TURN OVER TO OWNER.



PLAN KEY
NOT TO SCALE

PRELIMINARY NOT FOR CONSTRUCTION

McMAHON
ENGINEERS | ARCHITECTS

AN ADDITION/REMODEL FOR:
OUTAGAMIE COUNTY ADMINISTRATION CENTER APPLETON WI
LEVEL 820.00 ENLARGED DEMOLITION PLAN - HHS NORTH

DESIGNED	DRAWN
MAG	BLG
PROJECT NO.	
000034160016?	
DATE	
JANUARY 9, 2017	
SHEET NO.	
A217	

Outagamie Co. Human Services Bldg (North)- 1st Floor Building Materials Inventory February 2017

Material	Public Canteen	MIS Warehouse	Storage	MIS Offices										Comments
Ceiling Tile	✓ (2'x2')	✓ (2'x4')		✓ (2'x4')										
Plasters	✓	✓	--	--										
Drywall w/ compound	--	--	--	✓										
Ceramic Tile w/ mortar/grout	--	--	--	--										
Floor Tile w/ mastic	✓ 12" tan 545 Ft^2	✓ 12" brown 1010 Ft^2	--	--										
Carpet Glue	--	--	--	✓										
Linoleum w/ glue	--	--	--	--										
Terrazzo Floor	--	--	--	--										
Vinyl Base w/ glue	✓	✓	--	--										
Door Caulk	--	✓	--	✓										
Window Caulk	--	--	--	--										
Block Mortar	✓	✓	--	✓										
Fixture Caulk	--	--	--	--										
Pipe Insulation	✓	✓	✓	✓										Hard pack fittings on fiberglass lines
Wall Glue	✓	✓	--	--										North demo wall glue in canteen area
Vinyl Wall Covering	--	✓	--	--										

✓ Non-ACM ✓ ACM
-- Not Present

Environmental Management & Testing Services
(920) 376-1372

Outagamie Co. Human Services Bldg (North)- 2nd Floor | Building Materials Inventory | February 2017

Material	Child Support	ADRC	Court Room H	Hallway							Comments
Ceiling Tile (2'x2') (2'x4')	✓	✓	✓	✓							
Plasters	✓	✓	✓	✓							
Drywall w/ compound	✓	✓	✓	✓							
Ceramic Tile w/ mortar/grout	--	--	✓	--							
Floor Tile w/ mastic	✓ 145 ft²	--	--	--							Tile is located in vault/paper storage area
Carpet Glue	✓	✓	✓	--							
Linoleum w/ glue	--	--	--	--							
Terrazzo Floor	✓	--	--	✓							
Vinyl Base w/ glue	✓	✓	✓	--							
Door Caulk	✓	✓	--	✓							
Window Caulk	✓	✓	--	--							
Block Mortar	✓	--	--	--							
Fixture Caulk	✓	✓	--	--							
Pipe Insulation	✓	✓	✓	✓							Hard packed fittings on fiberglass lines.
Vinyl Wallpaper	✓	✓	--	--							
Popcorn ceiling	--	--	✓	--							Textured spray on ceiling coat
Sink Undercoat	✓	✓	--	--							

✓ Non-ACM ✓ ACM
-- Not Present

Environmental Management & Testing Services
(920) 376-1372

Outagamie Co. Human Services Bldg (North)- 3rd Floor Building Materials Inventory February 2017

Material	Mechanical Room	Family Court	Mental Health	Hallway										Comments
Ceiling Tile (2'x2')	--	✓	✓	✓										
Plasters	--	--	--	--										
Drywall w/ compound	--	✓	✓	✓										
Ceramic Tile w/ mortar/grout	--	--	--	--										
Floor Tile w/ glue	--	--	--	✓ 875 Ft²										
Carpet Glue	--	✓	✓	✓										
Floor Leveling Compound	--	✓	✓	--										
Vinyl wallpaper	--	--	✓	--										
Vinyl Base w/ glue	--	✓	✓	✓										
Door Caulk	✓	✓	✓	--										
Window Caulk	--	✓	✓	--										
Block Mortar	✓	--	✓	✓										
Fixture Caulk	--	✓	✓	--										
Pipe Insulation	--	--	--	--										
Duct insulation w/ mastic	✓	--	--	--										
Duct caulk	✓	✓	✓	✓										
Sink Undercoat	--	--	✓	--										

✓ Non-ACM ✓ ACM
-- Not Present

Environmental Management & Testing Services
(920) 376-1372

Outagamie County Human Services Bldg (North)- 4th Floor | Building Materials Inventory | February 2017

Material	Boiler Room	Mechanical Room	East Hallway	ADRC	Public Health	Main Hallway								Comments
Ceiling Tile (2'x2')	--	--	✓	✓	✓	✓								
Plasters	--	--	--	--	--	--								
Drywall w/ compound	--	--	--	✓	✓	--								
Ceramic Tile w/ mortar/grout	--	--	--	--	✓	--								
Floor Tile w/ glue	--	--	--	✓ 6,120 Ft.^{2}	✓ 3,500 Ft.^{2}	--								Under carpet and all perimeter/interior wall systems
Carpet Glue	--	--	--	✓	✓	✓								
Linoleum w/ glue	--	--	--	--	--	--								
Floor Leveling Compound	--	--	--	✓	✓	✓								Sporadically applied over floor tile ADRC/ Public Health
Vinyl Base w/ glue	--	--	--	✓	✓	✓								
Door Caulk	✓	✓	✓	✓	✓	✓								
Window Caulk	--	--	--	✓	✓	--								
Block Mortar	✓	--	✓	✓	✓	✓								
Fixture Caulk		--	--	✓	✓	--								
Pipe Insulation	✓	✓	--	--	--	--								
Spray-on Fireproofing	--	--	--	--	--	--								
Exhaust Breach	✓	--	--	--	--	--								
Sink Undercoat	--	--	--	✓	✓	--								

✓ Non-ACM ✓ ACM
-- Not Present

Environmental Management & Testing Services
(920) 376-1372

Outagamie County Human Services Bldg (North)- 4th Floor | Building Materials Inventory | February 2017

Material	Boiler Room	Mechanical Room	East Hallway	ADRC	Public Health	Main Hallway								Comments
Building Caulk	--	--	--	--	✓	--								
Duct Damper	--	✓	--	--	--	--								
Cove Base Glue	--	--	--	--	--	--								
Duct insulation w/ mastic	--	✓	--	--	--	--								
Duct Caulk	--	✓	--	--	--	--								
Fire Door	✓ (1 each)	✓ (1 each)	--	--	--	--								Assumed ACM, metal doors

✓ Non-ACM ✓ ACM
-- Not Present

Environmental Management & Testing Services
(920) 376-1372

Bulk Sampling Inventory

Human Services Building (North) Renovation- 410 S. Walnut St./ 1st Floor

Lab ID	#	Material Description	Sample Location	% ACM
2017A253	1	2'x2' ceiling tile, dashed, white	public canteen	none detected
2017A254	2	2'x4' ceiling tile, dashed, whi/tan	MIS	none detected
2017A255	3	plaster wall skimcoat, white	public canteen	none detected
2017A256	3a	plaster wall basecoat, tan	same as above	none detected
2017A257	4	block wall mortar, grey	public canteen	none detected
2017A258	5	drywall w/ compound, white	MIS	none detected
2017A259	5a	drywall, white	same as above	none detected
2017A260	6	vinyl wall covering, red/white	MIS warehouse	none detected
2017A261	6a	glue, yellow	same as above	none detected
2017A262	7	styrofoam wall glue, yellow	north demo wall	none detected
2017A263	**8**	**12" floor tile, tan/black**	**public canteen**	**3% Chrysotile**
2017A264	**8a**	**mastic, black**	**same as above**	**4% Chrysotile**
2017A265	**9**	**12" floor tile, tan/black**	**MIS warehouse**	**3% Chrysotile**
2017A266	**9a**	**mastic, black**	**same as above**	**3% Chrysotile**
2017A267	10	4" vinyl base, brown	public canteen	none detected
2017A268	10a	glue, brown	same as above	none detected
2017A269	11	carpet glue, yellow	MIS offices	none detected
2017A270	12	4" vinyl base, black	MIS offices	none detected
2017A271	12a	glue, brown	same as above	none detected
2017A272	13	pipe fitting, white/tan	storage rm water main	none detected
2017A273	14	drain line fitting, white/tan	storage room	none detected
2017A274	15	pipe fitting, white/tan	water line public canteen	none detected
2017A275	16	heat line fitting, whi/tan	MIS offices	none detected

EMTS, LLC
P.O. Box 3861 | Oshkosh, WI 54903
jerry@emts-wi.com | (920) 379-1372

Bulk Sampling Inventory

Human Services Bldg Renovation (North)-410 S. Walnut St./ 2nd flr Child Support

Lab ID	#	Material Description	Sample Location	% ACM
2017A114	1	2'x4' ceiling tile, dashed,whi/tan	side offices	none detected
2017A115	2	2'x4' ceiling tile, pinhole, whi/tan	clerical area	none detected
2017A116	3	plaster skim/drywall tan/white	clerical area	none detected
2017A117	3a	plaster base coat, tan	same as above	none detected
2017A118	3b	drywall, white	same as above	none detected
2017A119	4	block mortar, grey	vault	none detected
2017A120	5	styrofoam wall glue, tan	north demo wall	none detected
2017A121	6	vinyl wallpaper, blk/yellow	lobby wall	none detected
2017A122	6a	glue, yellow	same as above	none detected
2017A123	7	vinyl wallpaper, white	clerical area	none detected
2017A124	7a	glue, yellow	same as above	none detected
2017A125	8	carpet glue, yellow	copy room	none detected
2017A126	9	4" vinyl base, black	copy room	none detected
2017A127	9a	glue, brown	same as above	none detected
2017A128	10	window caulk brown	north demo wall	none detected
2017A129	11	door caulk, white	north office/clerical	none detected
2017A130	12	fixture caulk, white	kitchenette	none detected
2017A131	13	sink undercoat, grey	kitchenette sink	none detected
2017A132	14	pipe fitting, tan/white	lobby	none detected
2017A133	**15**	**12" floor tile, black/yellow**	**vault**	**3% Chrysotile**
2017A134	**15a**	**mastic, black**	**same as above**	**4% Chrysotile**
2017A135	15b	glue, yellow	same as above	none detected

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Bulk Sampling Inventory

Human Services Bldg (North) Renovation- 410 S. Walnut St./2nd floor ADRC

Lab ID	#	Material Description	Sample Location	% ACM
2017A220	1	2'x2' ceiling tile, pinhole, whi/tan	conference room	none detected
2017A221	2	2'x4' ceiling tile, dashed, whi/tan	main clerical area	none detected
2017A222	3	plaster skimcoat/drywall,gry/whi	conference room	none detected
2017A223	3a	plaster basecoat, tan	same as above	none detected
2017A224	3b	drywall, white	same as above	none detected
2017A225	4	vinyl wallpaper, whi/tan	conference room	none detected
2017A226	4a	glue, yellow	same as above	none detected
2017A227	5	styrofoam wall glue, tan	north ext. demo wall	none detected
2017A228	6	carpet glue, yellow	main clerical area	none detected
2017A229	7	4" vinyl base, black	conference room	none detected
2017A230	7a	glue, brown	same as above	none detected
2017A231	8	window caulk, brown	north office demo wall	none detected
2017A232	9	door caulk, white	north office demo wall	none detected
2017A233	10	fixture caulk, white	kitchenette area	none detected
2017A234	11	sink undercoat, grey	kitchenette area	none detected

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Bulk Sampling Inventory

Human Services Bldg Renovation (North)-410 S. Walnut St./ 2nd floor Court H

Lab ID	#	Material Description	Sample Location	% ACM
2017A187	1	textured ceiling, white	court room	none detected
2017A188	2	2'x2' ceiling tile, pinhole,whi/tan	court rprt office/conf. room	none detected
2017A189	3	plaster/drywall, skimcoat, whi	old jury rm by bathrooms	none detected
2017A190	3a	plaster basecoat, tan	same as above	none detected
2017A191	3b	drywall, white	same as above	none detected
2017A192	4	carpet glue, yellow	court room floor-red carpet	none detected
2017A193	5	carpet glue, yellow	office adj judge-blue carpet	none detected
2017A194	6	6" vinyl base, black	old jury rm (storage)	none detected
2017A195	6a	glue, yellow	same as above	none detected
2017A196	7	1" ceramic floor mortar/grout,gry	old jury room bathroom	none detected
2017A197	8	ceramic cove base glue, whi/bro	old jury room bathroom	none detected
2017A198	9	door caulk, white	old jury room door	none detected
2017A199	10	pipe fitting, white	court rprt office/conf. room	none detected

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Bulk Sampling Inventory

Human Services Bldg (North) Renovation- 2nd floor main hallway

Lab ID	#	Material Description	Sample Location	% ACM
2017A182	1	2'x4' ceiling tile, pinhole, whi/tan	main hallway	none detected
2017A183	2	plaster skim/drywall tan/white	main hallway	none detected
2017A184	2a	plaster base coat, tan	main hallway	none detected
2017A185	2b	drywall, white	main hallway	none detected
2017A186	3	terrazzo floor tan/brown	main hallway	none detected
2017B709	4	pipe fitting, tan	main hallway	none detected

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Bulk Sampling Inventory

Human Services Bldg (North) Renovation- 410 S. Walnut St./3rd flr Mechanical

Lab ID	#	Material Description	Sample Location	% ACM
2017A141	1	duct insulation mastic, white	HV unit	none detected
2017A142	1a	insulation, yellow	same as above	none detected
2017A143	2	duct caulk, grey	HV unit	none detected
2017A144	3	duct caulk, white	HV unit	none detected
2017A145	4	door caulk white	mechanical door	none detected

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Bulk Sampling Inventory

Human Services Bldg (North) Renovation- 410 S. Walnut St./3rd Flr Fam. Court

Lab ID	#	Material Description	Sample Location	% ACM
2017A146	1	2'x2' ceiling tile, dashed, whi/tan	corridor	none detected
2017A147	2	drywall w/ compound, white	corridor	none detected
2017A148	2a	drywall, white	same as above	none detected
2017A149	3	floor filler, white/yellow/grey	reception area	none detected
2017A150	3a	carpet glue, yellow	same as above	none detected
2017A151	4	4" vinyl base, black	reception area	none detected
2017A152	4a	glue, yellow	same as above	none detected
2017A153	5	window caulk, brown	north office demo wall	none detected
2017A154	6	sill caulk, grey	north office demo wall	none detected
2017A155	7	door caulk, white	north office demo wall	none detected

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Bulk Sampling Inventory

Human Services Bldg (North) Renovation-410 S. Walnut St./ 3rd Flr Mental Health

Lab ID	#	Material Description	Sample Location	% ACM
2017A187	1	2'x2' ceiling tile, dashed whi/tan	N/E end of mental health	none detected
2017A188	2	drywall w/ compound, white	mental health	none detected
2017A189	2a	drywall, white	same as above	none detected
2017A190	3	vinyl wall covering, grey/tan	mental health	none detected
2017A191	3a	glue, yellow	same as above	none detected
2017A192	4	block wall mortar, grey	mental health	none detected
2017A193	5	floor filler/mortar, grey/yellow	mental health	none detected
2017A194	5a	carpet glue, yellow	same as above	none detected
2017A195	6	carpet glue, yellow	mental health	none detected
2017A196	7	4" vinyl base, brown	mental health	none detected
2017A197	7a	glue, yellow	same as above	none detected
2017A198	8	window caulk, brown	mental health	none detected
2017A199	9	sill caulk, grey	mental health	none detected
2017A169	10	interior duct insulation, grey	mental health	none detected
2017A170	11	sink undercoat, grey	kitchenette area	none detected
2017B849	12	floor leveling compound, grey	conference room	none detected

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Bulk Sampling Inventory

Human Resources Bldg (North)Renovation- 410 S. Walnut St./3rd floor hall

Lab ID	#	Material Description	Sample Location	% ACM
2017A136	1	2'x2' ceiling tile, dashed white	main hallway	none detected
2017A137	2	block mortar, grey	main hallway	none detected
2017A138	**3**	**12" floor tile, tan/black**	**main hallway**	**3% Chrysotile**
2017A139	**3a**	**mastic, black**	**same as above**	**4% Chrysotile**
2017A140	3b	carpet glue, yellow	same as above	none detected

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Bulk Sampling Inventory

Human Services Bldg (North) Renovation- 410 S. Walnut St./4th floor Boiler Room

Lab ID	#	Material Description	Sample Location	% ACM
2017A200	1	pipe fitting, white/tan	boiler #1	none detected
2017A201	2	breaching insulation, white	boiler #2 exhaust duct	none detected
2017A202	3	mag pipe insulation skim, tan	abandoned line betw. #1-#2	none detected
2017A203	3a	mag pipe insulation base, pink	same as above	none detected

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Bulk Sampling Inventory

Human Services Bldg (North)Renovation- 410 S. Walnut St/4th floor Mechanical

Lab ID	#	Material Description	Sample Location	% ACM
2017A171	1	pipe fitting, white/tan	by HV unit	none detected
2017A172	2	door caulk, grey	mechanical room door	none detected
2017A173	3	duct caulk, brown	HV ducting	none detected
2017A174	4	duct insulation mastic, white	HV ducting	none detected
2017A175	4a	insulation, whi/yellow	same as above	none detected

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Bulk Sampling Inventory

Human Services Bldg (North) Renovation- 410 S. Walnut St./4th floor ADRC

Lab ID	#	Material Description	Sample Location	% ACM
2017A235	1	2'x2' ceiling tile, dashed, whi/tan	clerical area	none detected
2017A236	2	drywall w/ compound, white	east office complex	none detected
2017A237	2a	drywall, white	same as above	none detected
2017A238	3	drywall w/ compound, white	west office complex	none detected
2017A239	3a	drywall, white	same as above	none detected
2017A240	4	block mortar, grey	clerical demo wall	none detected
2017A241	5	vinyl wall covering, white/tan	west corridor	none detected
2017A242	5a	glue, yellow	same as aboave	none detected
2017A243	**6**	**floor tile, grey/black**	**work room**	**3% Chrysotile**
2017A244	**6a**	**mastic, black**	**same as above**	**4% Chrysotile**
2017A245	6b	carpet glue, yellow	same as above	none detected
2017A246	**7**	**floor tile, grey/black**	**northwest office**	**Positive Stop**
2017A247	8	4" vinyl base, brown	work room	none detected
2017A248	8a	glue, yellow	same as above	none detected
2017A249	9	window caulk, brown	clerical demo wall	none detected
2017A250	10	sill caulk, grey	clerical demo wall	none detected
2017A251	11	door caulk, grey	east office	none detected
2017A252	12	sink undercoat, grey	kitchenette	none detected

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Bulk Sampling Inventory

Human Service Bldg (North) Renovation-410 S. Walnut St./ 4th floor Public Health

Lab ID	#	Material Description	Sample Location	% ACM
2017A204	1	2'x2' ceiling tile, dashed, whi/tan	conference room	none detected
2017A205	2	drywall w/ compound, whtie	health room	none detected
2017A206	2a	drywall, white	same as above	none detected
2017A207	**3**	**12" floor tile, tan/black**	**conference room**	**3% Chrysotile**
2017A208	**3a**	**mastic, black**	**same as above**	**4% Chrysotile**
2017A209	3b	carpet glue, yellow	same as above	none detected
2017A210	**4**	**12" floor tile, tan/black**	**clerical area**	**Positive Stop**
2017A211	5	12" floor tile, white/black	health room	none detected
2017A212	5a	mastic, black	same as above	none detected
2017A213	6	ceramic floor mortar/grout,grey	health room/bathroom	none detected
2017A214	7	door caulk, white	file room	none detected
2017A215	8	4" vinyl base, brown	conference room	none detected
2017A216	8a	glue, yellow	same as above	none detected
2017A217	9	building caulk on block wall,grey	lab	none detected
2017A218	10	fixture caulk, white	health room countertop	none detected
2017A219	11	sink undercoat, grey	health room	none detected

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Bulk Sampling Inventory

Human Service Bldg (North) Renovation- 410 S. Walnut St./4th floor main hall

Lab ID	#	Material Description	Sample Location	% ACM
2017A176	1	2'x2' ceiling tile, dashed white	main hallway	none detected
2017A177	2	block mortar, grey	main hallway	none detected
2017A178	3	carpet glue, yellow	main hallway	none detected
2017A179	4	4" vinyl base, brown	main hallway	none detected
2017A180	4a	glue, yellow	same as above	none detected
2017A181	5	interior duct insulation, grey	main hallway	none detected
2017B850	6	floor leveling compound, grey	main hallway	none detected

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Bulk Sampling Inventory

Gov't Building Renovation- Health Services North Demo Wall

Lab ID	#	Material Description	Sample Location	% ACM
2017A417	1	window caulk, brown	east exterior wall	none detected
2017A418	2	window caulk, brown	middle exterior wall	none detected
2017A419	3	window caulk, brown	west exterior wall	none detected
2017A420	4	building caulk, tan	east exterior wall	none detected
2017A421	5	building caulk, tan	middle exterior wall	none detected
2017A422	6	building caulk, tan	west exterior wall	none detected

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EMTS LABORATORY REPORT

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Lab Batch # 2017A017

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities	Owner Representative: Paul Farrell	
Address	410 South Elm Street	Date Received	1/10/2017
	Appleton, WI 54911	Date Analyzed	1/11/2017
Sample Date	1/10/2017 By: JH	EPA Method- 600/R-93/116 Visual Estm	
Project Name	1st Floor Human Services	Submitted By	JH
Address	410 S. Walnut St. Appleton, WI	Collected By	JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A253	2'x2' ceiling tile dashed public canteen	white homogenous	35% cellulose	65%	None Detected
2 2017A254	2'x4' ceiling tile dashed MIS warehouse	white homogenous	35% cellulose	65%	None Detected
3 2017A255	plaster wall skim coat public canteen	white layer 1		100%	None Detected
3a 2017A256	plaster wall base coat same as above	tan layer 2	2% cellulose	98%	None Detected
4 2017A257	block wall mortar public canteen	grey homogenous		100%	None Detected
5 2017A258	drywall compnd MIS offices	white layer 1		100%	None Detected
5a 2017A259	drywall same as above	white layer 2	10% cellulose	90%	None Detected
6 2017A260	vinyl wall cover MIS warehouse	red homogenous	75% cellulose	25%	None Detected
6a 2017A261	glue same as above	yellow homogenous		100%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

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Lab Batch #
2017A017

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/10/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/10/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	1st Floor Human Services		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
7 2017A262	styrofoam wall glue north demo wall	tan homogenous		100%	None Detected
8 **2017A263**	**12" floor tile** **public canteen**	**tan** **layer 1**		**97%**	**3% Chrysotile**
8a **2017A264**	**mastic** **same as above**	**black** **layer 2**		**96%**	**4% Chrysotile**
9 **2017A265**	**12" floor tile** **MIS warehouse**	**brown** **layer 1**		**97%**	**3% Chrysotile**
9a **2017A266**	**mastic** **same as above**	**black** **layer 2**		**97%**	**3% Chrysotile**
10 2017A267	4" vinyl base public canteen	brown layer 1		100%	None Detected
10a 2017A268	glue same as above	brown layer 2		100%	None Detected
11 2017A269	carpet glue MIS offices	yellow homogenous		100%	None Detected
12 2017A270	4" vinyl base MIS offices	black homogenous		100%	None Detected

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Lab Batch #
2017A017

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/10/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/10/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	1st Floor Human Services		Submitted By JH
Address			Collected By JH All-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
12a 2017A271	glue MIS offices	brown layer 2		100%	None Detected
13 2017A272	pipe fitting storage room water main fitting	white homogenous	5% cellulose	95%	None Detected
14 2017A273	drain line fitting same as above	tan homogenous	10% cellulose 10% min. wool 5% synthetic	75%	None Detected
15 2017A274	pipe fitting water line public canteen	tan homogenous	10% cellulose 10% min. wool 5% synthetic	75%	None Detected
16 2017A275	heat line fitting MIS offices	tan homogenous	10% cellulose 10% min. wool 5% synthetic	75%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A017

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

Environmental Management & Testing Services

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Client Name: Outagamie County		Phone
		Fax
Address: 410 S. Elm St.		Email
City, State, Zip: Appleton WI 54911		Date of Sample: 1/10/17 Page 1 of 2
Project Description / Location: 1st floor Human Services Bldg	Representative Name: Paul Farrell	Turnaround Priority - 3hr 6hr Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x2' ceiling tile, dashed white	public canteen		PLM 600
2	2'x4' ceiling tile, " whi/tan	MIS warehouse		
3	plaster wall, white/grey	public canteen		
4	block wall/mortar, grey	" "		
5	drywall w/compound white	MIS offices		
6	vinyl wall covering red/whi	MIS ~~repair~~ warehouse		
7	styrofoam wall glue, yellow	north demo wall		
8	12" floor tile, tan/blk	public canteen		
9	12" floor tile bro/blk	MIS ~~repair~~ warehouse		
10	4" vinyl base blk/bro	public canteen		
11	carpet glue, yellow	MIS offices		
12	4" vinyl base blk/bro	MIS ~~repair~~ offices		
13	pipe fitting, white/tan	storage room water main fitting		
14	drain line fitting white/tan	" "		
15	pipe fitting, white/tan	water line - public canteen		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/10/17	AEL2578		1/11/17

Lab Batch NO. 2017A0017

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

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Environmental Management & Testing Services

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Client Name: Outagamie County	Phone / Fax
Address: 410 S. Elm St.	Email
City, State, Zip: Appleton WI 54911	Date of Sample: 1/10/17 Page 2 of 2
Project Description / Location: 1st Floor Human Services Bldg	Representative Name: Paul Farrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
16	heat line fitting, white/tan	MIS offices		PM 600

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/10/17	AE2578		1/11/17

EMTS LABORATORY REPORT

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Lab Batch #
2017A004

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	2nd Floor Child Support		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH All-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A114	2'x4' ceiling tile dashed side offices	white/tan homogenous	35% cellulose	65%	None Detected
2 2017A115	2'x4' ceiling tile pinole clerical area	white/tan homogenous	45% cellulose	55%	None Detected
3 2017A116	plaster/drywall skim coat clerical area	white layer 1		100%	None Detected
3a 2017A117	plaster/drywall base coat same as above	tan layer 2		100%	None Detected
3b 2017A118	drywall same as above	white layer 3	10% cellulose	90%	None Detected
4 2017A119	block mortar vault	grey homogenous		100%	None Detected
5 2017A120	styrofoam wall glue north demo wall	tan homogenous		100%	None Detected
6 2017A121	vinyl wallpaper lobby wall	blk/white layer 1	75% cellulose	25%	None Detected
6a 2017A122	glue same as above	yellow layer 2		100%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

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Lab Batch #
2017A004

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	2nd Floor Child Support		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
7 2017A123	vinyl wallpaper clerical area	white layer 1	85% cellulose	15%	None Detected
7a 2017A124	glue same as above	yellow layer 2		100%	None Detected
8 2017A125	carpet glue copy room	yellow homogenous		100%	None Detected
9 2017A126	4" vinyl base copy room	black layer 1		100%	None Detected
9a 2017A127	glue same as above	brown layer 2	10% cellulose	90%	None Detected
10 2017A128	window caulk office demo wall (north)	brown homogenous	6% cellulose	94%	None Detected
11 2017A129	door caulk north office/clerical	white homogenous		100%	None Detected
12 2017A130	fixture caulk kitchenette	white homogenous		100%	None Detected
13 2017A131	sink undercoat kitchenette sink	grey homogenous	4% cellulose	96%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

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Lab Batch #
2017A004

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	2nd Floor Child Support		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
14 2017A132	pipe fitting lobby	white/tan homogenous	10% cellulose	90%	None Detected
15 2017A133	**12" floor tile vault**	**brown layer 1**		**97%**	**3% Chrysotile**
15a 2017A134	**mastic same as above**	**black layer 2**		**96%**	**4% Chrysotile**
15b 2017A135	carpet glue same as above	yellow layer 3		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A004

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

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Environmental Management & Testing Services

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Client Name: Outagamie County	Phone:
	Fax:
Address: 410 S. Elm St.	Email:
City, State, Zip: Appleton WI 54911	Date of Sample: 1/6/17 Page 1 of 1
Project Description / Location: 2nd Floor - Child Support	Representative Name: Paul Farrell
	Turnaround Priority - 3hr 6hr Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x4' ceiling tile/dashed - white/tan	side offices		PLM 600
2	2'x4' ceiling tile/pinhole - white/tan	clerical area		
3	plaster/drywall tan/white	clerical area		
4	block mortar, grey	vault		
5	styrofoam wall glue, tan	north demo wall		
6	vinyl wall paper, blk/yellow	lobby wall		
7	vinyl wall paper, white	clerical area		
8	carpet glue, yellow	copy room		
9	4" vinyl base, blk/bro	" "		
10	window caulk, brown	office demo wall (north)		
11	door caulk, white	north office/clerical		
12	fixture caulk, white	kitchenette		
13	sink undercoat, grey	" sink		
14	pipe fitting, whi/tan	lobby		
15	12" floor tile, blk/yellow	vault		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/6/17	AT2578		1/11/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A015

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	2nd Floor ADRC		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
1 2017A220	2'x2' ceiling tile pinhole conference room	white homogenous	35% cellulose	65%	None Detected
2 2017A221	2'x4' ceiling tile dashed main clerical area	white homogenous	35% cellulose	65%	None Detected
3 2017A222	plaster/drywall skim coat conference room	white layer 1		100%	None Detected
3a 2017A223	plaster/drywall base coat same as above	tan layer 2	2% cellulose	98%	None Detected
3b 2017A224	drywall same as above	white layer 3	10% cellulose	90%	None Detected
4 2017A225	vinyl wallpaper conference room	white layer 1	75% cellulose	25%	None Detected
4a 2017A226	glue same as above	yellow layer 2		100%	None Detected
5 2017A227	styrofoam wall glue north demo wall (exterior)- north office	tan homogenous		100%	None Detected
6 2017A228	carpet glue main clerical area	yellow homogenous		100%	None Detected

Jerome T Hinke

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
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Lab Batch #
2017A015

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell	
Address	410 South Elm Street		Date Received	1/6/2017
	Appleton, WI 54911		Date Analyzed	1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm	
Project Name	2nd Floor ADRC		Submitted By	JH
Address	410 S. Walnut St. Appleton, WI		Collected By	JH All-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
7 2017A229	4" vinyl base conference room	black layer 1		100%	None Detected
7a 2017A230	glue same as above	brown layer 2		100%	None Detected
8 2017A231	window caulk north office demo wall	brown homogenous	4% cellulose	96%	None Detected
9 2017A232	door caulk north office demo wall	white homogenous		100%	None Detected
10 2017A233	fixture caulk kitchenette area	white homogenous		100%	None Detected
11 2017A234	sink undercoat kitchenette area	grey homogenous	3% cellulose	97%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A015

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone:
	Fax:
Address: 410 S. Elm St.	Email:
City, State, Zip: Appleton WI 54911	Date of Sample: 1/6/17 Page 1 of 1
Project Description / Location: 2nd Floor ADRC	Representative Name: Paul Ferrell
	Turnaround Priority - 3hr 6hr Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x2' ceiling tile/pinhole whi/tan	conference room		PLM 600
2	2'x4' ceiling tile/dashed whi/tan	main clerical area		
3	plaster/drywall grey/white	conference room		
4	vinyl wall paper, white/tan	conference room		
5	styrofoam wall glue, tan	north exterior demo wall	(north office)	
6	carpet glue, yellow	main clerical area		
7	4" vinyl base w/glue blk/brn	conference room		
8	window caulk, brown	north office/demo wall		
9	door caulk, white	" " / " "		
10	fixture caulk, white	kitchenette area		
11	sink undercoat, grey	" "		
12				

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/6/17	AI25716		1/6/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A012

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	2nd Floor Court H		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
1 2017A187	textured ceiling court room	white homogenous	4% cellulose	96%	None Detected
2 2017A188	2'x2' ceiling tile pinhole court reporter office/conf rm	white homogenous	35% cellulose	65%	None Detected
3 2017A189	plaster/drywall skimcoat old jury rm by bathroom	white layer 1		100%	None Detected
3a 2017A190	plaster/drywall basecoat same as above	tan layer 2	2% cellulose	98%	None Detected
3b 2017A191	drywall same as above	white layer 3	10% cellulose	90%	None Detected
4 2017A192	carpet glue court room floor (red carpet)	brown homogenous		100%	None Detected
5 2017A193	carpet glue office adj. judge chambers (blue carpet)	yellow homogenous		100%	None Detected
6 2017A194	6" vinyl base old jury room (storage)	black layer 1		100%	None Detected
6a 2017A195	glue same as above	yellow layer 2		100%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A012

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	2nd Floor Court H		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH All-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
7 2017A196	1" ceramic floor mortar/grout old jury room bathroom	grey homogenous		100%	None Detected
8 2017A197	ceramic cove base glue old jury room bathroom	brown/white homogenous		100%	None Detected
9 2017A198	door caulk old jury room door	white homogenous		100%	None Detected
10 2017A199	pipe fitting conference room (court reporter office)	white homogenous	10% cellulose 5% cellulose	85%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A012

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone / Fax
Address: 410 S. Elm St.	Email
City, State, Zip: Appleton WI 54911	Date of Sample: 1/6/17 Page 1 of 1
Project Description / Location: 2nd floor Courtroom H	Representative Name: Paul Ferrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	textured ceiling, white	court room		PLM 600
2	2'x2' ceiling tile/pinhole whi/tan	court reporter office/conference room		
3	plaster/drywall, tan/white	old jury rm by bathrooms		
4	carpet glue, yellow	court room floor (red carpet)		
5	" " "	office adjoining judge chambers (blue carpet)		
6	6" vinyl base, black	old jury room (storage)		
7	1" ceramic floor mortar/grout, grey	old jury room bathroom		
8	ceramic cove base glue, whi/bro	" " " "		
9	door caulk, white	old jury room door		
10	pipe fitting, white	conference room (court reporter office)		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/6/17	42578		

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A011

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	2nd Floor Hallway		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH All-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A182	2'x4' ceiling tile pinhole main hallway	white/tan homogenous	35% celulose	65%	None Detected
2 2017A183	plaster/drywall skim coat main hallway	white layer 1		100%	None Detected
2a 2017A184	plaster/drywall base coat main hallway	tan layer 2	2% cellulose	98%	None Detected
2b 2017A185	drywall main hallway	white layer 3	10% cellulose	90%	None Detected
3 2017A186	terrazzo floor main hallway near elevator	tan/brown homogenous		100%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
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Website www.emts-wi.com

Lab Batch #
2017B043

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 2/2/2017
	Appleton, WI 54911		Date Analyzed 2/2/2017
Sample Date	2/2/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Human Service Bldg		Submitted By JH
Address	2nd Floor Hallway		Collected By JH All-2578
	410 S. Walnut St. Appleton, WI		

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
4 2017B709	pipe fitting main hallway	tan homogenous	10% cellulose 10% min. wool	80%	None Detected

Analyst - Jerome T Hinke

Lab Batch NO. 2017A011/2017B043

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone / Fax
Address: 410 S. Elm St.	Email
City, State, Zip: Appleton WI 54911	Date of Sample: 1/6/17 Page 1 of 1
Project Description / Location: 2nd floor main hallway	Representative Name: Paul Ferrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x4' ceiling tile, pinhole/white, tan	main hallway		PLM 600
2	plaster/drywall tan/white	" "		↓
3	terrazzo floor, tan/brown	main hall near elevator		
4	pipe fitting, tan	main hallway		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/6/17	AD2578		1/11/17
				2/2/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
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Website www.emts-wi.com

Lab Batch #
2017A006

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/10/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/10/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	3rd Floor Mechanical		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A141	duct insulation mastic HV unit	white layer 1		100%	None Detected
1a 2017A142	insulation same as aboave	yellow layer 2	5% cellulose 95% min wool		None Detected
2 2017A143	duct caulk HV unit	grey homogenous		100%	None Detected
3 2017A144	duct caulk HV unit	white homogenous		100%	None Detected
4 2017A145	door caulk mechanical door	grey homogenous		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A006

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone / Fax
Address: 410 S. Elm St.	Email
City, State, Zip: Appleton, WI 54911	Date of Sample: 1/10/17 Page 1 of 1
Project Description / Location: 3rd floor - mechanical room	Representative Name: Paul Ferrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	duct insulation whi/yellow	HV unit		PLM 600
2	duct caulk, grey	" "		↓
3	" " white	" "		
4	door caulk, white	mechanical door		

Relinquish By	Date	Inspector #	Received By	Date / Time
[signature]	1/10/17	AE257F	[signature]	1/11/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
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Lab Batch #
2017A007

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities	Owner Representative: Paul Farrell	
Address	410 South Elm Street	Date Received	1/10/2017
	Appleton, WI 54911	Date Analyzed	1/11/2017
Sample Date	1/10/2017 By: JH	EPA Method- 600/R-93/116 Visual Estm	
Project Name	3rd Floor Family Court	Submitted By	JH
Address	410 S. Walnut St. Appleton, WI	Collected By	JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
1 2017A146	2'x2' ceiling tile dashed corridor	white homogenous	35% cellulose	65%	None Detected
2 2017A147	drywall compnd corridor	white layer 1		100%	None Detected
2a 2017A148	drywall same as above	white layer 2	10% cellulose	90%	None Detected
3 2017A149	floor filler mortar reception area	grey layer 1		100%	None Detected
3a 2017A150	glue same as above	yellow layer 2		100%	None Detected
4 2017A151	4" vinyl base reception area	brown layer 1		100%	None Detected
4a 2017A152	glue same as above	yellow layer 2		100%	None Detected
5 2017A153	window caulk north office demo wall	brown layer 1	6% cellulose	94%	None Detected
6 2017A154	sill caulk north office demo wall	grey layer 2		100%	None Detected

Analyst -Jerome Twinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A007

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities	Owner Representative: Paul Farrell	
Address	410 South Elm Street	Date Received	1/10/2017
	Appleton, WI 54911	Date Analyzed	1/11/2017
Sample Date	1/10/2017 By: JH	EPA Method- 600/R-93/116 Visual Estm	
Project Name	3rd Floor Family Court	Submitted By	JH
Address	410 S. Walnut St. Appleton, WI	Collected By	JH All-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
7 2017A155	door caulk north office demo wall	white homogenous		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A007

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone:
	Fax:
Address: 410 S. Elm St.	Email:
City, State, Zip: Appleton WI 54911	Date of Sample: 1/10/17 Page 1 of 1
Project Description / Location: 3rd floor - Family Court	Representative Name: Paul Farrell
	Turnaround Priority - 3hr 6hr Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x2' ceiling tile, dashed whi/tan	corridor		PLM 600
2	drywall w/ compound white	"		
3	floor filler, white/yellow	reception area		
4	4" vinyl base, black	" "		
5	window caulk, brown	north office demo wall		
6	sill caulk, grey	" " " "		
7	door caulk, white	" " " "		

Relinquish By		Date: 1/10/17	Inspector #: AI2578	Received By	Date / Time: 1/11/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A008

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	3rd Floor Mental Health		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A156	2'x2' ceiling tile dashed N/E end of mental health	white homogenous	35% cellulose	65%	None Detected
2 2017A157	drywall compnd mental health	white layer 1		100%	None Detected
2a 2017A158	drywall same as above	white layer 2	10% cellulose	90%	None Detected
3 2017A159	vinyl wall cover mental health	grey layer 1	75% cellulose	25%	None Detected
3a 2017A160	glue same as above	yellow layer 2		100%	None Detected
4 2017A161	block wall mortar mental health	grey homogenous		100%	None Detected
5 2017A162	floor filler mental health	grey layer 1		100%	None Detected
5a 2017A163	carpet glue same as above	yellow layer 2		100%	None Detected
6 2017A164	carpet glue mental health	yellow homogenous		100%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A008

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	3rd Floor Mental Health		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
7 2017A165	4" vinyl base mental health	brown layer 1		100%	None Detected
7a 2017A166	glue same as above	yellow layer 2		100%	None Detected
8 2017A167	window caulk mental health	brown homogenous	7% cellulose	93%	None Detected
9 2017A168	sill caulk mental health	grey homogenous		100%	None Detected
10 2017A169	duct insulation interior mental health	grey homogenous	98% min wool	2%	None Detected
11 2017A170	sink undercoat kitchenette mental health	grey homogenous	4% cellulose	96%	None Detected
12 2017B849	floor leveling compound conference room	grey homogneous		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A008/5051

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone / Fax
Address: 410 S. Elm St.	Email
City, State, Zip: Appleton WI 54911	Date of Sample: 1/10/17 Page 1 of 1
Project Description / Location: 3rd floor - mental health	Representative Name: Paul Farrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x2' ceiling tile, dashed white/tan	N/E end of mental health		PLM 6000
2	drywall w/ compound, white	mental health		
3	vinyl wall covering, grey/tan	" "		
4	block wall mortar, grey	" "		
5	floor filler, white/yellow	" "		
6	carpet glue, yellow	" "		
7	4" vinyl base, blk	" "		
8	window caulk, brown	" "		
9	sill caulk, grey	" "		
10	duct insulation interior, grey	" "		
11	sink undercoat, grey	Kitchenette area MH		
12	floor level compound, Grey	Conference Room		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/10/17	AI#257		1/11/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A005

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell	
Address	410 South Elm Street		Date Received	1/10/2017
	Appleton, WI 54911		Date Analyzed	1/11/2017
Sample Date	1/10/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm	
Project Name	3rd Floor Hall		Submitted By	JH
Address	410 S. Walnut St. Appleton, WI		Collected By	JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A136	2'x2' ceiling tile dashed main hallway	white homogenous	35% cellulose	65%	None Detected
2 2017A137	block mortar main hallway	grey homogenous		100%	None Detected
3 **2017A138**	**12" floor tile** **main hallway**	**tan** **layer 1**		**97%**	**3% Chrysotile**
3a **2017A139**	**mastic** **same as above**	**black** **layer 2**		**96%**	**4% Chrysotile**
3b 2017A140	carpet glue same as above	yellow layer 3		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A005

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone / Fax
Address: 410 S. Elm St.	Email
City, State, Zip: Appleton, WI 54911	Date of Sample: 1/10/17 Page 1 of 1
Project Description / Location: 3rd floor hallway/corridor	Representative Name: Paul Ferrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x2' ceiling tile, dashed white	main hallway		PLM 600
2	block mortar, grey	" "		↓
3	12" floor tile, tan/blk	" "		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/10/17	AE2578		1/11/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A013

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	4th Floor Boiler Room		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A200	pipe fitting boiler #1	tan homogenous	10% cellulose 10% min. wool 5% synthetic	75%	None Detected
2 2017A201	breaching insulation boiler #2 exhaust duct	white homogenous	10% cellulose	90%	None Detected
3 2017A202	mag pipe insul skim abandoned line bettween #1/#2	tan layer 1	10% cellulose	90%	None Detected
3a 2017A203	mag pipe insul base same as above	pink layer 2		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. # 2017A013

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name	Outagamie County
Address	410 S. Elm St.
City, State, Zip	Appleton WI 54911
Phone	
Fax	
Email	
Date of Sample	1/6/17

Page 1 of 1

Project Description / Location: 4th floor - boiler room

Representative Name: Paul Ferrell

Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	pipe fitting, white/tan	boiler #1		PLM 600
2	breaching insulation, white	boiler #2 exhaust duct		↓
3	mag pipe insulation, tan/pink	abandoned line between #1 + #2		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/6/17	AI2578		1/11/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A009

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	4th Floor Mechanical		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
1 2017A171	pipe fitting by HV unit	white/grey homogenous	10% cellulose 10% min. wool 5% synthetic	75%	None Detected
2 2017A172	door caulk mechanical room door	green homogenous		100%	None Detected
3 2017A173	duct caulk HV ducting	brown homogenous		100%	None Detected
4 2017A174	duct insulation mastic HV ducting	white/yellow layer 1		100%	None Detected
4a 2017A175	insulation same as above	white/yellow homogenous	10% cellulose 90% min. wool		None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017 A009

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County		Phone / Fax
Address: 410 S. Elm St.		Email
City, State, Zip: Appleton WI 54911		Date of Sample: 1/6/17 Page 1 of 1
Project Description / Location: 4th Floor - mechanical room	Representative Name: Paul Ferrell	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	pipe fitting, white/tan	by HV unit		PLM 600
2	door caulk, grey	mech. rm door		↓
3	duct caulk, brown	HV ducting		
4	duct insulation, whi/yellow	" "		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/6/17	AT2578		1/11/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A016

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	4th Floor ADRC		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A235	2'x2' ceiling tile dashed clerical area	white homogenous	35% cellulose	65%	None Detected
2 2017A236	drywall compnd east office complex	white layer 1		100%	None Detected
2a 2017A237	drywall same as above	white layer 2	10% cellulose	90%	None Detected
3 2017A238	drywall compnd west office complex	white layer 1		100%	None Detected
3a 2017A239	drywall same as above	white layer 2	10% celulose	90%	None Detected
4 2017A240	block mortar clerical demo wall	grey homogenous		100%	None Detected
5 2017A241	vinyl wall cover west corridor	white layer 1	75% cellulose	25%	None Detected
5a 2017A242	glue same as above	yellow layer 2		100%	None Detected
6 **2017A243**	**floor tile** **work room**	**tan** **layer 1**		**97%**	**3% Chrysotile**

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A016

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	4th Floor ADRC		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH All-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
6a **2017A244**	**mastic** **work room**	**black** **layer 2**		**96%**	**4% Chrysotile**
6b 2017A245	carpet glue same as above	yellow layer 3		100%	None Detected
7 **2017A246**	**floor tile** **N/W office**	**grey/black** **homogenous**			**Positive Stop**
8 2017A247	4" vinyl base work room	brown layer 1		100%	None Detected
8a 2017A248	glue same as above	yellow layer 2		100%	None Detected
9 2017A249	window caulk clerical demo wall	brown homogenous	7% cellulose	93%	None Detected
10 2017A250	sill caulk clerical demo wall	grey homogenous		100%	None Detected
11 2017A251	door caulk east office	white homogenous		100%	None Detected
12 2017A252	sink undercoat kitchenette	grey homogenous	3% cellulose	97%	None Detected

Analyst - Jerome T Hinke

Lab Batch NO. 2017A016 / 1505Z

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name	Outagamie County
Address	410 S. Elm St.
City, State, Zip	Appleton WI 54911
Phone	
Fax	
Email	
Date of Sample	1/6/17
Page	1 of 1
Project Description / Location	4th Floor- ADRC
Representative Name	Paul Farrell
Turnaround	Priority - 3hr 6hr Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x2' ceiling tile, dashed whi/tan	clerical area		PLM 600
2	drywall w/ compound, white	east office complex		
3	" " " "	west " "		
4	block mortar, grey	clerical demo wall		
5	vinyl wall covering, white/tan	west corridor		
6	floor tile, grey/black	work room		
7	" " " "	N/W office		
8	4" vinyl base brown/yellow	work room		
9	window caulk, brown	clerical demo wall		
10	window sill caulk, grey	" " "		
11	door caulk, grey	east office		
12	sink undercoat, grey	kitchenette		
13	floor Level Compd, Tan	east Hall		

Relinquish By		Date	1/6/17	Inspector # AT3578	Received By
Date / Time	1/11/17				

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A014

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	4th Floor Public Health		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A204	2'x2' ceiling tile dashed conference room	white homogenous	35% cellulose	65%	None Detected
2 2017A205	drywall compnd health room	white layer 1		100%	None Detected
2a 2017A206	drywall same as above	white layer 2	10% cellulose	90%	None Detected
3 **2017A207**	**12" floor tile** **conference room**	**tan** **layer 1**		**97%**	**3% Chrysotile**
3a **2017A208**	**mastic** **same as above**	**black** **layer 2**		**96%**	**4% Chrysotile**
3b 2017A209	carpet glue same as above	yellow layer 3		100%	None Detected
4 **2017A210**	**12" floor tile** **clerical area**	**tan** **homogenous**			**Positive Stop**
5 2017A211	12" floor tile health room	white layer 1		100%	None Detected
5a 2017A212	mastic same as above	black layer 2		100%	None Detected

Analyst -Jerome T Ranke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A014

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	4th Floor Public Health		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
6 2017A213	ceramic floor mortar/grout health room/bathroom	grey homogenous		100%	None Detected
7 2017A214	door caulk tile room	white homogenous		100%	None Detected
8 2017A215	4" vinyl base conference room	brown layer 1		100%	None Detected
8a 2017A216	glue same as above	yellow layer 2		100%	None Detected
9 2017A217	building caulk lab (on block wall)	grey homogenous		100%	None Detected
10 2017A218	fixture caulk health room counter top	white homogenous		100%	None Detected
11 2017A219	sink undercoat health room	grey homogenous	4% cellulose	96%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A014

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone:
	Fax:
Address: 410 S. Elm St.	Email:
City, State, Zip: Appleton WI 54911	Date of Sample: 1/6/17 Page 1 of 1
Project Description / Location: 4th floor - public health	Representative Name: Paul Ferrell
	Turnaround Priority - 3hr 6hr Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x2' ceiling tile, dashed whi/tan	conference room		PLM 600
2	drywall w/ compound, white	health room		
3	12" floor tile, tan/blk	conference room		
4	" " " " "	clerical area		
5	" " " whi/blk	health room		
6	ceram. floor mortar/grout, grey	health room/bathroom		
7	door caulk, white	file room		
8	4" vinyl base, brown/yellow	conference room		
9	building caulk on wall, grey	lab		
10	fixture caulk, white	health room counter top		
11	sink undercoat, grey	health room		

Relinquish By		Date 1/6/17	Inspector # AH2518	Received By	Date / Time 1/11/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A010

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/6/2017
	Appleton, WI 54911		Date Analyzed 1/11/2017
Sample Date	1/6/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	4th Floor Hallway		Submitted By JH
Address	410 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A176	2'x2' ceiling tile dashed main hallway	white homogenous	35% celulose	65%	None Detected
2 2017A177	block mortar main hallway	grey homogenous		100%	None Detected
3 2017A178	carpet glue main hallway	yellow homogenous		100%	None Detected
4 2017A179	4" vinyl base main hallway	brown layer 1		100%	None Detected
4a 2017A180	glue same as above	yellow homogenous		100%	None Detected
5 2017A181	interior duct insulation main hallway	grey	98% min. wool	2%	None Detected

Analyst - Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017B052

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell	
Address	410 South Elm Street		Date Received	2/10/2017
	Appleton, WI 54911		Date Analyzed	2/10/2017
Sample Date	2/10/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm	
Project Name	4th Floor Hall/ADRC		Submitted By	JH
Address	410 S. Walnut St. Appleton, WI		Collected By	JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
6 2017B850	floor leveling compound main hallway 4th floor	grey homogenous		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A010 / 052

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone:
	Fax:
Address: 410 S. Elm St.	Email:
City, State, Zip: Appleton WI 54911	Date of Sample: 1/6/17 Page 1 of 1
Project Description / Location: 4th floor - hallway	Representative Name: Paul Farrell
	Turnaround Priority - 3hr 6hr Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x2' ceiling tile, dashed / white	main hallway		PLM 600
2	block mortar, grey	" "		
3	carpet glue, yellow	" "		
4	4" vinyl base / brown/yellow	" "		
5	interior duct insulation, grey	" "		
6	floor level concr, Tan/Grey	" "		

Relinquish By	Date 1/6/17	Inspector # AI-2578	Received By	Date / Time 1/11/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A029

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/20/2017
	Appleton, WI 54911		Date Analyzed 1/23/2017
Sample Date	1/20/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Health Services Bldg		Submitted By JH
Address	Exterior of Bldg-North Demo Wall		Collected By JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
1 2017A417	window caulk east exterior wall	brown homogenous	5% cellulose	95%	None Detected
2 2017A418	window caulk middle exterior wall	brown homogenous	5% cellulose	100%	None Detected
3 2017A419	window caulk west exterior wall	brown homogenous	5% cellulose	95%	None Detected
4 2017A420	building caulk east exterior wall	tan homogenous		100%	None Detected
5 2017A421	building caulk middle exterior wall	tan homogenous		100%	None Detected
6 2017A422	building caulk west exterior wall	tan homogenous		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A029

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name	Outagamie County
Address	410 S. Elm St.
City, State, Zip	Appleton WI 54911
Phone	
Fax	
Email	
Date of Sample	1/20/17
Page	1 of 1
Project Description / Location	Health Services Bldg Exterior of Bldg - North Demo Wall
Representative Name	Paul Ferrell
Turnaround	Priority - 3hr 6hr Normal - 24hr 48hr 72hr 5day

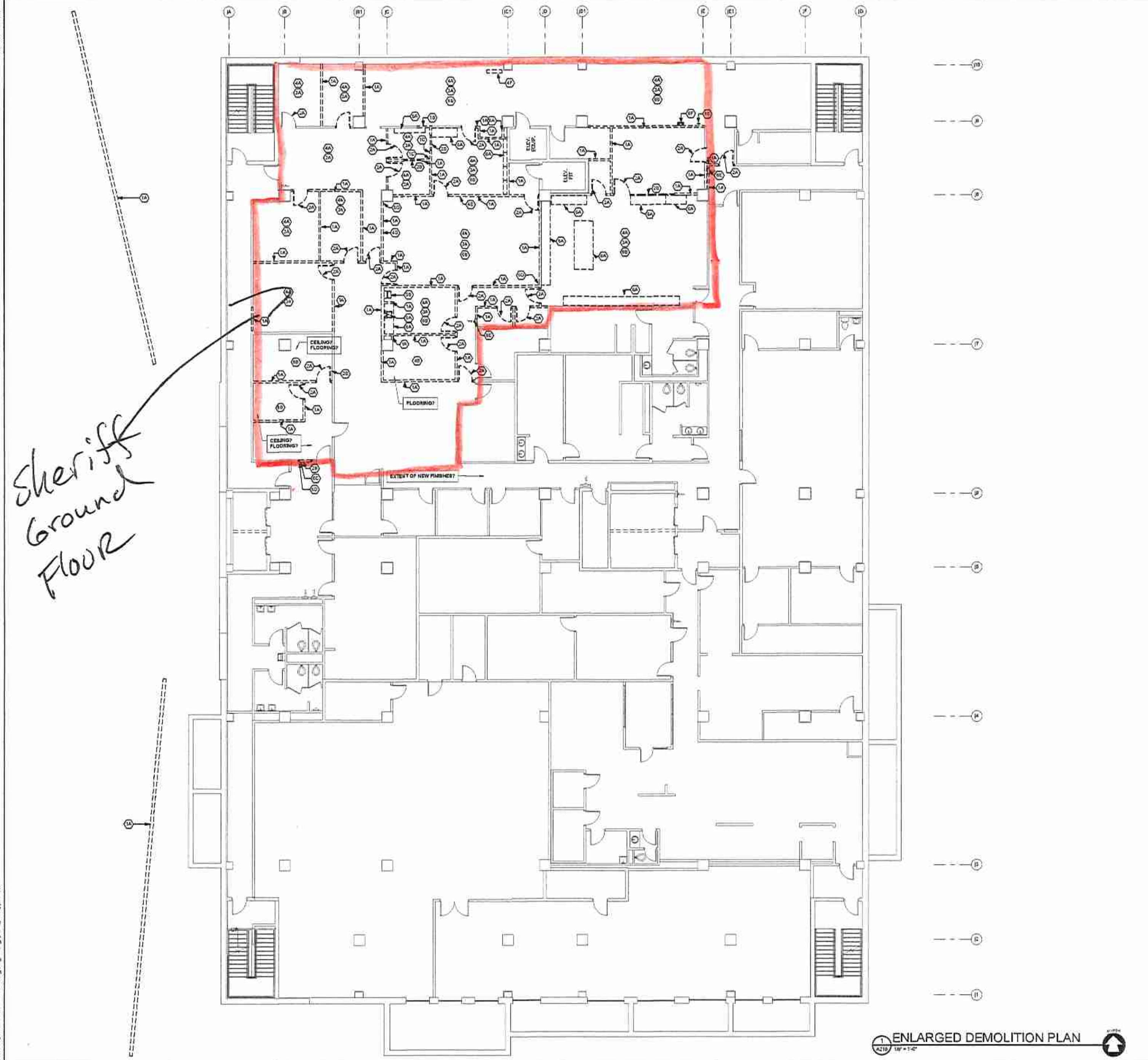
Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	window caulk, brown	east exterior wall		PLM 600
2	" " "	middle " "		
3	" " "	West " "		
4	bldg caulk, tan	east exterior wall		
5	" " "	middle " "		
6	" " "	west exterior wall		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/20/17	AI2578		1/23/17

OUTAGAMIE CO. JUSTICE CENTER

Ground Floor- Sheriff's Department
1st Floor- DA's offices, Sheriff's Dept. Family Court
2nd Floor- Family Court

JUSTICE CENTER GROUND FLOOR



GENERAL DEMOLITION NOTES

- EXISTING BUILDING HAS BEEN SHOWN ACCORDING TO ORIGINAL BUILDING PLANS, FIELD NOTES AND MEASUREMENTS. EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTORS AND DISCREPANCIES REPORTED TO THE ARCHITECT.
- DASHED LINES INDICATE EXISTING WALLS, DOORS, WINDOWS, CABINETS & FIXTURES TO BE REMOVED.
- EXISTING WALLS, PARTITIONS, FLOOR LINES, DOORS AND FRAMES THAT REMAIN ARE SHOWN IN CONTINUOUS LINE WEIGHT. THESE AND EXISTING FLOOR AND WALL FINISHES THAT ARE SCHEDULED TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
- WHERE WALLS OR PARTITIONS ARE INDICATED TO BE REMOVED, REMOVE ENTIRE WALL OR PARTITIONS AS WELL AS DUCTS, PIPING, CONDUITS AND OTHER ELEMENTS IN OR ON THEM WHICH MAY OR MAY NOT BE SPECIFICALLY IDENTIFIED, UNLESS OTHERWISE NOTED. PATCH EXISTING ADJACENT CONSTRUCTION THAT IS TO REMAIN WHERE APPLICABLE.
- THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL DOORS, HARDWARE, FIXTURES AND EQUIPMENT BEING REMOVED DURING DEMOLITION. COORDINATE WITH OWNER ALL EQUIPMENT TO BE SALVAGED AND/OR REUSED ON THE PROJECT.
- EXISTING FINISHES TO BE REMOVED SHALL HAVE THE ORIGINAL SUBSTRATE PREPARED TO RECEIVE NEW FINISHES.
- MAINTAIN AND PROTECT EXISTING UTILITY SERVICES TO REMAIN AND/OR TO BE OPERATIONAL DURING DEMOLITION AND CONSTRUCTION.
- ALL FIELD VERIFICATION FOR PLUMBING, MECHANICAL & ELECTRICAL DEMOLITION IS THE CONTRACTORS RESPONSIBILITY.
- SCOPE OF DEMOLITION AND REMOVAL WORK SHALL NOT BE LIMITED BY THESE DRAWINGS BUT SHALL INCLUDE ANY AND ALL WORK NECESSARY TO FACILITATE NEW CONSTRUCTION.
- CONTRACTOR TO PROTECT AREAS ADJACENT TO DEMOLITION DURING CONSTRUCTION.
- PROVIDE DUST CONTROL BETWEEN CONSTRUCTION AREAS AND OCCUPIED AREAS AT ALL TIMES. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- DEMOLITION WORK PERFORMED THAT IS NOT REQUIRED FOR NEW CONSTRUCTION IS TO BE PLACED AT NO CHARGE TO THE OWNER.
- ALL SHUTDOWNS OF MECHANICAL, SPRINKLER, FIRE ALARM AND/OR ELECTRICAL SYSTEMS ALL BE COORDINATED WITH OWNER.
- CONTRACTOR TO COORDINATE DEMOLITION WORK WITH NEW CONSTRUCTION AS SHOWN ON DRAWINGS. REPORT ANY CONFLICTS TO THE ARCHITECT BEFORE DEMOLITION WORK BEGINS.
- SEQUENCE OF DEMOLITION WORK TO BE COORDINATED WITH NEW CONSTRUCTION.
- SEE OTHER DISCIPLINES' DRAWINGS FOR EXTENT OF ITEMS TO BE REMOVED AND SALVAGED FOR REUSE.
- REFER TO SPECIFICATIONS "CUTTING AND PATCHING" SECTION FOR WORK REQUIRED BY ALL TRADES WHETHER INDICATED ON THE DRAWINGS OR NOT.
- SITE CLEAR ANY EXISTING FURRING ON COLUMNS WITHIN SCOPE OF PROJECT.
- REMOVE ALL SIGNAGE WITHIN SCOPE OF WORK AND TURNOVER TO OWNER.

DEMOLITION LEGEND:

EXTENT OF DEMOLITION

EXISTING CONSTRUCTION TO REMAIN

(X) DEMOLITION NOTES

WALLS

1A SITE CLEAR EXISTING WALL AND BASE AS REQUIRED FOR NEW CONSTRUCTION.
1B SITE CLEAR EXISTING WALL AS REQUIRED FOR NEW DOOR OPENING.
1C REMOVE EXISTING WALL COVERING AND TURN OVER TO OWNER.

DOOR & WINDOW

2A SITE CLEAR EXISTING DOOR, HARDWARE, AND FRAME. PATCH WALLS AS NECESSARY FOR NEW CONSTRUCTION.
2B SITE CLEAR EXISTING BORROWED LITE.
2D REMOVE EXISTING DOORSTOP AND PATCH AS NEEDED FOR NEW CONSTRUCTION.

FLOORS

3A SITE CLEAR EXISTING FLOORING & VINYL BASE AS NECESSARY FOR NEW CONSTRUCTION.

ROOF & CEILING

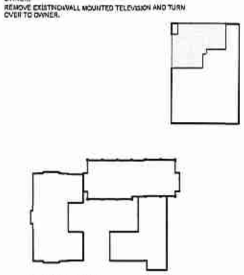
4A SITE CLEAR EXISTING CEILING TILE, GRID, AND LIGHT FIXTURES.
4B EXISTING SUSPENDED ACOUSTICAL CEILING TILE SYSTEM TO BE REMOVED, STORED, AND PROTECTED FOR REUSE.
4D REMOVE EXISTING OVERHEAD SCREEN.
4F REMOVE EXISTING CEILING MOUNTED EQUIPMENT AND TURN OVER TO OWNER.

PLUMBING

5A SITE CLEAR EXISTING SINK.
5B SITE CLEAR EXISTING DRINKING FOUNTAIN.

MISC.

8A REMOVE EXISTING CASEWORK AND RETURN TO OWNER.
8B REMOVE EXISTING BULLETIN BOARDS/WHITEBOARDS AND TURN OVER TO OWNER.
8C REMOVE EXISTING TRANSACTION COUNTER, PATCH AND PREP WALL AS NECESSARY FOR NEW WORK.
8D REMOVE EXISTING WINDOW TREATMENT AND TURN OVER TO THE OWNER.
8E REMOVE EXISTING FIRE EXTINGUISHER AND RETURN OVER TO OWNER, PATCH WALL AS NEEDED FOR NEW CONSTRUCTION.
8F REMOVE EXISTING SHARPS CONTAINER AND TURN OVER TO OWNER.
8G REMOVE EXISTING WALL MOUNTED TELEVISION AND TURN OVER TO OWNER.



PLAN KEY
NOT TO SCALE

PRELIMINARY NOT FOR CONSTRUCTION

AN ADDITION/REMODEL FOR:
OUTAGAMIE COUNTY ADMINISTRATION CENTER APPLETON WI
LEVEL 780.00 ENLARGED DEMOLITION PLAN - JUSTICE CENTER

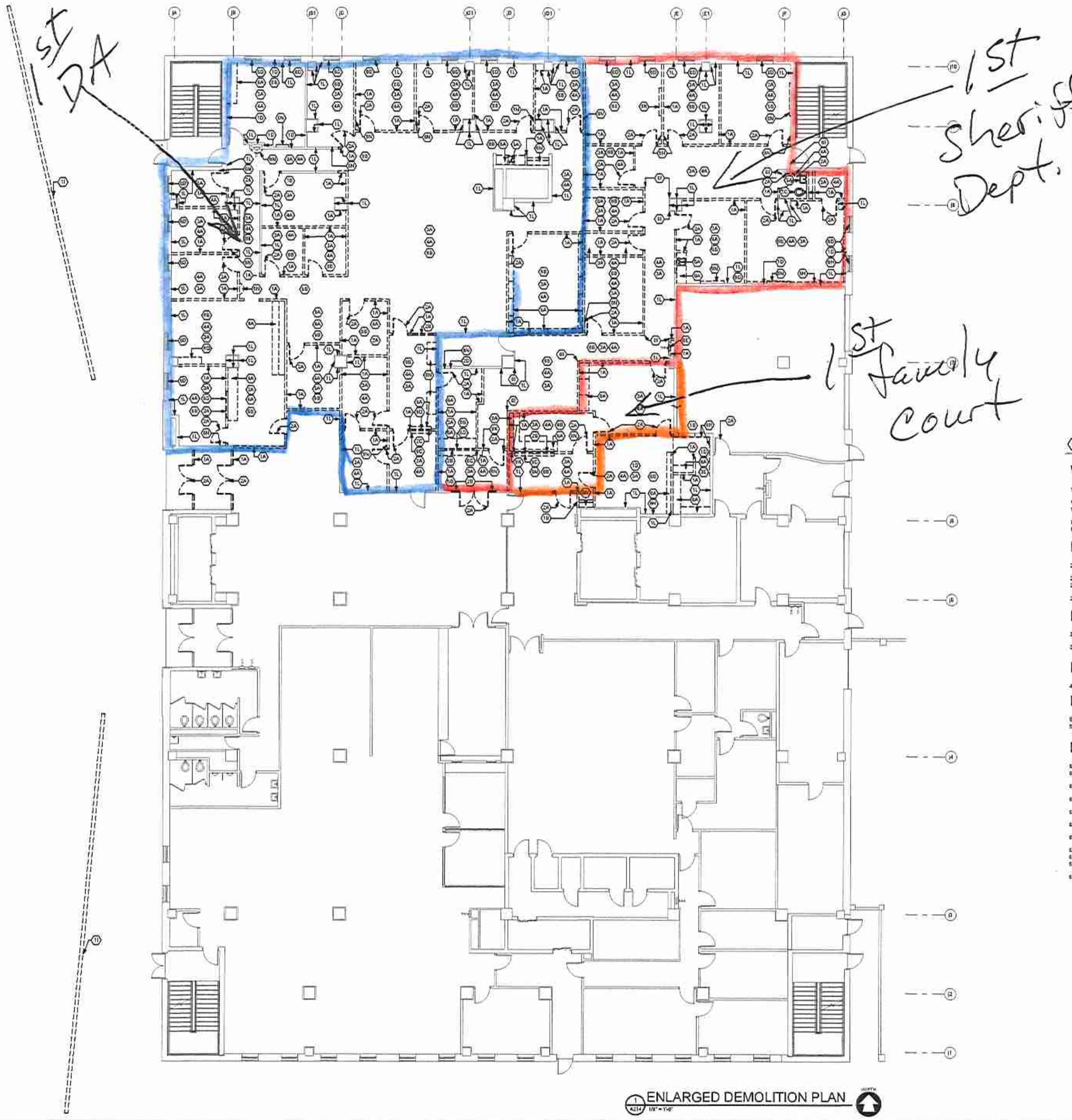
NO.	DATE	REVISION

McMAHON
ENGINEERS \ ARCHITECTS

DESIGNED	DRAWN
MAG	SLG

PROJECT NO. O0002-01600160
DATE JANUARY 9, 2017
SHEET NO. A210

JUSTICE CENTER 1ST FLOOR



ENLARGED DEMOLITION PLAN
1/8" = 1'-0"

GENERAL DEMOLITION NOTES

- EXISTING BUILDING HAS BEEN SHOWN ACCORDING TO ORIGINAL BUILDING PLANS, FIELD NOTES AND MEASUREMENTS. EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTORS AND DISCREPANCIES REPORTED TO THE ARCHITECT.
- DASHED LINES INDICATE EXISTING WALLS, DOORS, WINDOWS, CABINETS & FIXTURES TO BE REMOVED.
- EXISTING WALLS, PARTITIONS, FLOOR LINES, DOORS AND FRAMES THAT REMAIN ARE SHOWN IN CONTINUOUS LINE WEIGHT. THESE AND EXISTING FLOOR AND WALL FINISHES THAT ARE SCHEDULED TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
- WHERE WALLS OR PARTITIONS ARE INDICATED TO BE REMOVED, REMOVE ENTIRE WALL OR PARTITIONS AS WELL AS DUCTS, PIPING, CONDUITS AND OTHER ELEMENTS IN OR ON THEM WHICH MAY OR MAY NOT BE SPECIFICALLY IDENTIFIED, UNLESS OTHERWISE NOTED. PATCH EXISTING ADJACENT CONSTRUCTION THAT IS TO REMAIN WHERE APPLICABLE.
- THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL DOORS, HARDWARE, FIXTURES AND EQUIPMENT BEING REMOVED DURING DEMOLITION. COORDINATE WITH OWNER ALL EQUIPMENT TO BE SALVAGED AND/OR REUSED ON THE PROJECT.
- EXISTING FINISHES TO BE REMOVED SHALL HAVE THE ORIGINAL SUBSTRATE PREPARED TO RECEIVE NEW FINISHES.
- MAINTAIN AND PROTECT EXISTING UTILITY SERVICES TO REMAIN AND/OR TO BE OPERATIONAL DURING DEMOLITION AND CONSTRUCTION.
- ALL FIELD VERIFICATION FOR PLUMBING, MECHANICAL & ELECTRICAL DEMOLITION IS THE CONTRACTORS RESPONSIBILITY.
- SCOPE OF DEMOLITION AND REMOVAL WORK SHALL NOT BE LIMITED BY THESE DRAWINGS BUT SHALL INCLUDE ANY AND ALL WORK NECESSARY TO FACILITATE NEW CONSTRUCTION.
- CONTRACTOR TO PROTECT AREAS ADJACENT TO DEMOLITION DURING CONSTRUCTION.
- PROVIDE DUST CONTROL BETWEEN CONSTRUCTION AREAS AND OCCUPIED AREAS AT ALL TIMES. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- DEMOLITION WORK PERFORMED THAT IS NOT REQUIRED FOR NEW CONSTRUCTION IS TO BE PLACED AT NO CHARGE TO THE OWNER.
- ALL SHUTDOWNS OF MECHANICAL, SPRINKLER, FIRE ALARM AND/OR ELECTRICAL SYSTEMS ALL BE COORDINATED WITH OWNER.
- CONTRACTOR TO COORDINATE DEMOLITION WORK WITH NEW CONSTRUCTION AS SHOWN ON DRAWINGS. REPORT ANY CONFLICTS TO THE ARCHITECT BEFORE DEMOLITION WORK BEGINS.
- SEQUENCE OF DEMOLITION WORK TO BE COORDINATED WITH NEW CONSTRUCTION.
- SEE OTHER DISCIPLINES' DRAWINGS FOR EXTENT OF ITEMS TO BE REMOVED AND SALVAGED FOR RE-USE.
- REFER TO SPECIFICATIONS "CUTTING AND PATCHING" SECTION FOR WORK REQUIRED BY ALL TRADES WHETHER INDICATED ON THE DRAWINGS OR NOT.
- SITE CLEAR ANY EXISTING FURRING ON COLUMNS WITHIN SCOPE OF PROJECT.
- REMOVE ALL SIGNAGE WITHIN SCOPE OF WORK AND TURNOVER TO OWNER.

DEMOLITION LEGEND:

EXTENT OF DEMOLITION

EXISTING CONSTRUCTION TO REMAIN

(X) DEMOLITION NOTES

WALLS

1A SITE CLEAR EXISTING WALL AND BASE AS REQUIRED FOR NEW CONSTRUCTION.
1B SITE CLEAR EXISTING WALL AS REQUIRED FOR NEW DOOR OPENING.
1D SITE CLEAR EXISTING WALL COVERING. CLEAN AND PREP WALL FOR NEW FINISH AS NEEDED FOR NEW CONSTRUCTION.
1I SITE CLEAR EXISTING CONCRETE WALL.
1L SITE CLEAR EXISTING BASE.

DOOR & WINDOW

2A SITE CLEAR EXISTING DOOR, HARDWARE, AND FRAME. PATCH WALLS AS NECESSARY FOR NEW CONSTRUCTION.
2B SITE CLEAR EXISTING BORROWED LITE.
2C SALVAGE EXISTING BORROWED LITE FOR MODIFICATION AND REUSE.
2D REMOVE EXISTING DOORSTOP AND PATCH AS NEEDED FOR NEW CONSTRUCTION.

FLOORS

3A SITE CLEAR EXISTING FLOORING & VINYL BASE AS NECESSARY FOR NEW CONSTRUCTION.
3E SITE CLEAR EXISTING BUILT UP FLOOR AND BASE. PATCH AND PREP FOR NEW FLOORING.

ROOF & CEILING

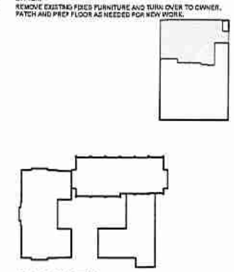
4A SITE CLEAR EXISTING CEILING TILE, GRID, AND LIGHT FIXTURES.

PLUMBING

5A SITE CLEAR EXISTING SINK.
5C SITE CLEAR EXISTING TOILET.

MISC.

6A REMOVE EXISTING CASEWORK AND RETURN TO OWNER.
6B REMOVE EXISTING BULLETIN BOARDS/WHITEBOARDS AND TURN OVER TO OWNER.
6C REMOVE EXISTING TRANSACTION COUNTER. PATCH AND PREP WALL AS NECESSARY FOR NEW WORK.
6D REMOVE EXISTING WINDOW TREATMENT AND TURN OVER TO THE OWNER.
6E REMOVE EXISTING FIRE EXTINGUISHER AND RETURN OVER TO OWNER. PATCH WALL AS NEEDED FOR NEW CONSTRUCTION.
6G REMOVE EXISTING WALL MOUNTED TELEVISION AND TURN OVER TO OWNER.
6H SITE CLEAR EXISTING WOOD TRIM. PATCH AND PREP WALL AS NEEDED FOR NEW CONSTRUCTION.
6J REMOVE EXISTING CORNER GUARD AND TURNOVER TO OWNER.
6K REMOVE EXISTING DROP BOX AND TURNOVER TO OWNER.
6N REMOVE EXISTING WALL MOUNTED EQUIPMENT AND TURN OVER TO OWNER.
6O REMOVE EXISTING FIXED FURNITURE AND TURN OVER TO OWNER. PATCH AND PREP FLOOR AS NEEDED FOR NEW WORK.



PLAN KEY
NOT TO SCALE

PRELIMINARY NOT FOR CONSTRUCTION

McMAHON
ENGINEERS \ ARCHITECTS

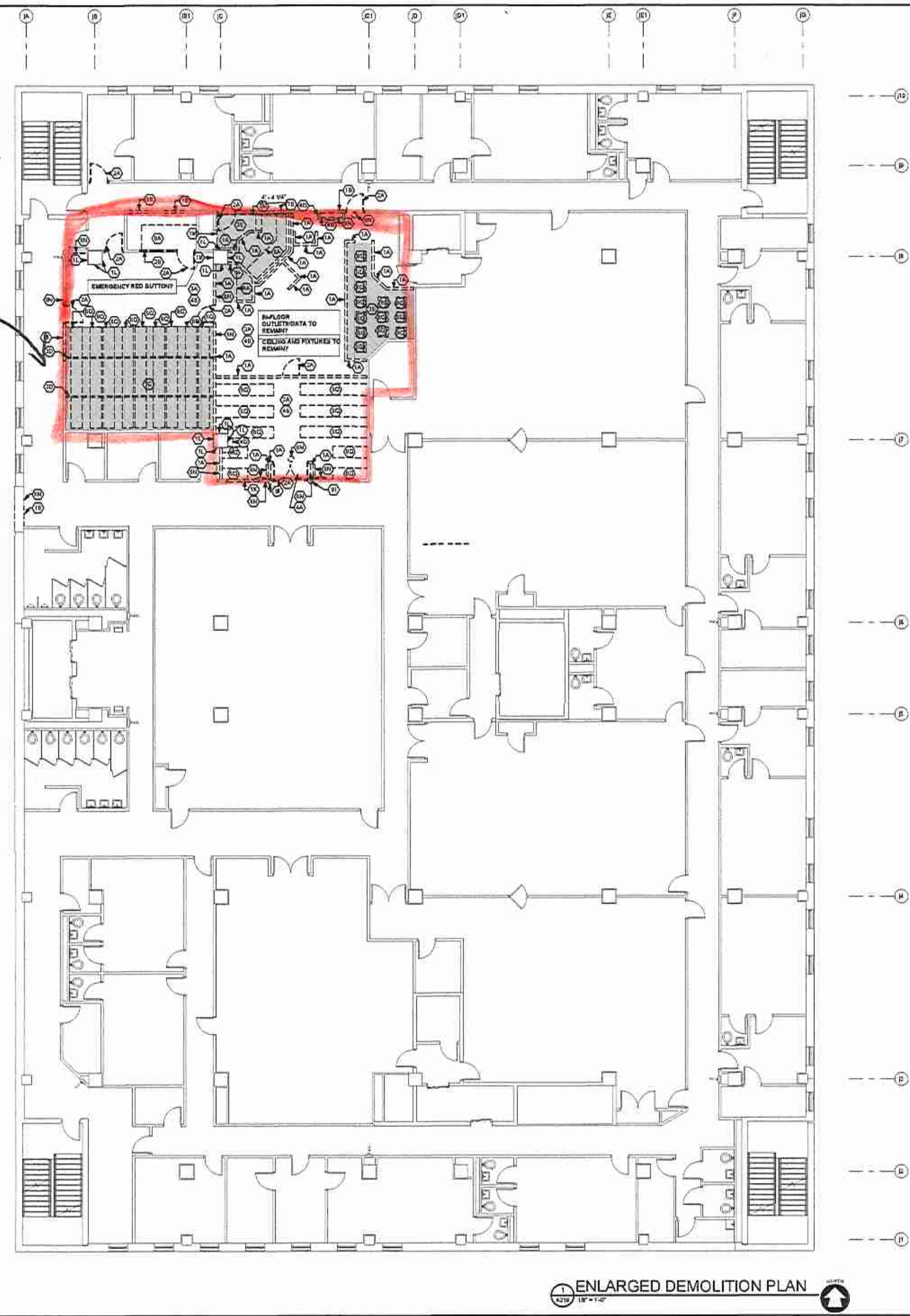
AN ADDITION/REMODEL FOR:
OUTAGAMIE COUNTY ADMINISTRATION CENTER APPLETON WI
LEVEL 790.00 ENLARGED DEMOLITION PLAN - JUSTICE CENTER

DESIGNED	DRAWN
MAG	SLG

PROJECT NO. D0002-91600160
DATE JANUARY 9, 2017
SHEET NO. A214

JUSTICE CENTER 2nd FLOOR

2nd family court



ENLARGED DEMOLITION PLAN 1/8" = 1'-0"

GENERAL DEMOLITION NOTES

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- DASHED LINES INDICATE EXISTING WALLS, DOORS, WINDOWS, CABINETS & FIXTURES TO BE REMOVED.
- EXISTING WALLS, PARTITIONS, FLOOR LINES, DOORS AND FRAMES THAT REMAIN ARE SHOWN IN CONTINUOUS LINE WEIGHT. THESE AND EXISTING FLOOR AND WALL FINISHES THAT ARE SCHEDULED TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
- WHERE WALLS OR PARTITIONS ARE INDICATED TO BE REMOVED, REMOVE ENTIRE WALL OR PARTITIONS AS WELL AS DUCTS, PIPING, CONDUITS AND OTHER ELEMENTS IN OR ON THEM WHICH MAY OR MAY NOT BE SPECIFICALLY IDENTIFIED, UNLESS OTHERWISE NOTED. PATCH EXISTING ADJACENT CONSTRUCTION THAT IS TO REMAIN WHERE APPLICABLE.
- THE OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL DOORS, HARDWARE, FIXTURES AND EQUIPMENT BEING REMOVED DURING DEMOLITION. COORDINATE WITH OWNER ALL EQUIPMENT TO BE SALVAGED AND/OR REUSED ON THE PROJECT.
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- SITE CLEAR ANY EXISTING FURRING ON COLUMNS WITHIN SCOPE OF PROJECT.
- REMOVE ALL SIGNAGE WITHIN SCOPE OF WORK AND TURNOVER TO OWNER.

DEMOLITION LEGEND:

EXTENT OF DEMOLITION
EXISTING CONSTRUCTION TO REMAIN

(X) DEMOLITION NOTES

WALLS

1A SITE CLEAR EXISTING WALL AND BASE AS REQUIRED FOR NEW CONSTRUCTION.
1B SITE CLEAR EXISTING WALL AS REQUIRED FOR NEW DOOR OPENING.
1C SITE CLEAR EXISTING WALL AS NEEDED FOR NEW OPENING.
1L SITE CLEAR EXISTING BASE.
1M SITE CLEAR EXISTING WOOD PANELING. PATCH AND PREP WALLS AS NECESSARY FOR NEW CONSTRUCTION.

DOOR & WINDOW

2A SITE CLEAR EXISTING DOOR, HARDWARE, AND FRAME. PATCH WALLS AS NECESSARY FOR NEW CONSTRUCTION.
2B SITE CLEAR EXISTING BORROWED LITE.

FLOORS

3A SITE CLEAR EXISTING FLOORING & VINYL BASE AS NECESSARY FOR NEW CONSTRUCTION.
3C SITE CLEAR EXISTING SUBFLOOR AND RAMP, PATCH AND PREP FOR NEW FLOORING.
3D REMOVE EXISTING METAL TRACK AND TURN OVER TO OWNER.
3E SITE CLEAR EXISTING BUILT UP FLOOR AND BASE. PATCH AND PREP FOR NEW FLOORING.

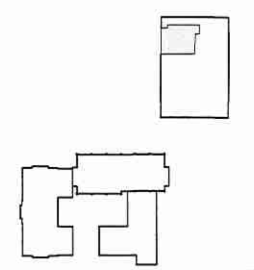
ROOF & CEILING

4A SITE CLEAR EXISTING CEILING TILE, GRID, AND LIGHT FIXTURES.
4B EXISTING SUSPENDED ACOUSTICAL CEILING TILE SYSTEM TO BE REMOVED, STORED, AND PROTECTED FOR RE-USE.
4G SITE CLEAR EXISTING SOFFIT

PLUMBING

MISC.

6A REMOVE EXISTING CASEWORK AND RETURN TO OWNER.
6B REMOVE EXISTING BULLETIN BOARDS/WHITEBOARDS AND TURN OVER TO OWNER.
6I REMOVE EXISTING CORNER GUARD AND TURNOVER TO OWNER.
6N REMOVE EXISTING WALL MOUNTED EQUIPMENT AND TURN OVER TO OWNER.
6O REMOVE EXISTING FIXED FURNITURE AND TURN OVER TO OWNER. PATCH AND PREP FLOOR AS NEEDED FOR NEW WORK.



PLAN KEY
NOT TO SCALE

PRELIMINARY NOT FOR CONSTRUCTION

AN ADDITION/REMODEL FOR:
OUTAGAMIE COUNTY ADMINISTRATION CENTER APPLETON WI
LEVEL 805.00 ENLARGED DEMOLITION PLAN - JUSTICE CENTER

McMAHON ENGINEERS ARCHITECTS

DESIGNED MAG | DRAWN BLG
PROJECT NO. O0002-416(0)160
DATE JANUARY 9, 2017
SHEET NO. A216

Material	Sheriff Dept. Ground Floor	DA's Offices 1st Floor	Sheriff Dept. 1st Floor	Family Court 1st Floor	Family Court 2nd Floor			Comments
Ceiling Tile	✓ (2'x4')	✓ (2'x4')	✓ (2'x4')	✓ (2'x4')	✓ (2'x2')(2'x4')			
Plasters	--	--	--	--	--			
Drywall w/ compound	✓	✓	✓	✓	✓			
Ceramic Tile w/ mortar/grout	--	--	✓	--	--			
Floor Tile w/ glue	✓ (12")	--	--	--	--			
Carpet Glue	✓	✓	✓	✓	✓			
Linoleum w/ glue	--	--	--	--	--			
Terrazzo Floor	--	--	--	--	--			
Vinyl Base w/ glue	✓	✓	✓	✓	✓			
Door Caulk	✓	✓	✓	✓	✓			
Window Caulk	✓	--	✓	✓	--			
Block Mortar	✓	--	--	--	--			
Fixture Caulk	✓	✓	✓	✓	--			
Sink Undercoat	✓	✓	✓	✓	--			
Spray-on Fireproofing	✓	✓	✓	✓	✓			
Duct Caulk	--	✓	✓	✓	--			

✓ Non-ACM ✓ ACM
-- Not Present

Bulk Sampling Inventory

Justice Center Renovation- 320 S. Walnut St./ Ground floor Sheriff Dept

Lab ID	#	Material Description	Sample Location	% ACM
2017A452	1	fireproofing, grey	squad room	none detected
2017A453	2	2'x4' ceiling tile, white/tan	squad room	none detected
2017A454	3	2'x4' ceiling tile, white/tan	conference room	none detected
2017A455	4	2'x4' ceiling tile, white/tan	lieutenant's hallway	none detected
2017A456	5	drywall w/ compound, white	lieutenant's hallway	none detected
2017A457	5a	drywall, white	same as above	none detected
2017A458	6	drywall w/ compound, white	break room	none detected
2017A459	6a	drywall,white	same as above	none detected
2017A460	7	drywall w/ compound, white	back office area	none detected
2017A461	7a	drywall, white	same as above	none detected
2017A462	8	concrete block mortar, grey	north wall men's locker rm	none detected
2017A463	9	12" floor tile, tan/blk	squad room	none detected
2017A464	9a	mastic, black	same as above	none detected
2017A465	10	12" floor tile, tan/blk	break room	none detected
2017A466	10a	mastic, black	same as above	none detected
2017A467	11	4" vinyl base, tan	squad room	none detected
2017A468	11a	glue, yellow	same as above	none detected
2017A469	12	carpet glue, yellow	lieutenant's hallway	none detected
2017A470	13	carpet glue, yellow	small conference room	none detected
2017A471	14	duct caulk, grey	squad room	none detected
2017A472	15	window caulk, white	supervisor's office	none detected
2017A473	16	door caulk, white	squad room	none detected
2017A474	17	sink undercoat, grey	break room	none detected
2017A475	18	fixture caulk, white	break room	none detected

EMTS, LLC
P.O. Box 3861 | Oshkosh, WI 54903
jerry@emts-wi.com | (920) 379-1372

Bulk Sampling Inventory

Justice Center Renovation- 320 S. Walnut/ 1st floor District Attorney

Lab ID	#	Material Description	Sample Location	% ACM
2017A403	1	fireproofing, grey	exterior concrete column	none detected
2017A404	2	2'x4' ceiling tile, white/tan	east office area	none detected
2017A405	3	2'x4' ceiling tile, white/tan	west office area	none detected
2017A406	4	drywall w/ compound, white	east office area	none detected
2017A407	4a	drywall, white	same as above	none detected
2017A408	5	drywall w/ compound, white	west office area	none detected
2017A409	5a	drywall, white	same as above	none detected
2017A410	6	carpet glue, yellow	main office area	none detected
2017A411	7	4" vinyl base, tan	main office area	none detected
2017A412	7a	glue, yellow	same as above	none detected
2017A413	8	duct caulk, grey	main office area	none detected
2017A414	9	door caulk, white	main office area	none detected
2017A415	10	fixture caulk, white	break area	none detected
2017A416	11	sink undercoat, grey	break area	none detected

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Bulk Sampling Inventory

Justice Center Renovation- 320 S. Walnut St./ 1st floor Sheriff Dept

Lab ID	#	Material Description	Sample Location	% ACM
2017A438	1	2'x4' ceiling tile, white/tan	front hallway	none detected
2017A439	2	2'x4' ceiling tile, white/tan	back hallway	none detected
2017A440	3	drywall w/ compound, white	front hallway	none detected
2017A441	3a	drywall, white	same as above	none detected
2017A442	4	drywall w/ compound, white	back hallway	none detected
2017A443	4a	drywall, white	same as above	none detected
2017A444	5	ceramic floor mortar/grout, grey	small bathroom	none detected
2017A445	6	carpet glue, yellow	back hallway	none detected
2017A446	7	4" vinyl base, tan	spare office	none detected
2017A447	7a	glue, yellow	same as above	none detected
2017A448	8	window caulk, white	front entry	none detected
2017A449	9	door caulk, white	front entry	none detected
2017A450	10	fixture caulk, white	conference room	none detected
2017A451	11	sink undercoat, grey	conference room	none detected

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Bulk Sampling Inventory

Justice Center Renovation- 320 S. Walnut St./ 1st floor Family Court

Lab ID	#	Material Description	Sample Location	% ACM
2017A396	1	2'x4' ceiling tile, white/tan	family court offices	none detected
2017A397	2	drywall w/ compound, white	family court offices	none detected
2017A398	2a	drywall, white	family court offices	none detected
2017A399	3	4" vinyl base, tan	family court offices	none detected
2017A400	3a	glue, yellow	family court offices	none detected
2017A401	4	carpet glue, yellow	family court offices	none detected
2017A402	5	duct caulk, grey	family court offices	none detected

EMTS, LLC
P.O. Box 3861 | Oshkosh, WI 54903
jerry@emts-wi.com | (920) 379-1372

Bulk Sampling Inventory

Justice Center Renovation-320 S. Walnut St./ 2nd floor Courtroom

Lab ID	#	Material Description	Sample Location	% ACM
2017A423	1	fireproofing, grey	demo wall betwn file/court	none detected
2017A424	2	2'x4' ceiling tile,white/tan	demo wall betwn file/court	none detected
2017A425	3	drywall w/ compound, white	demo wall betwn file/court	none detected
2017A426	3a	drywall, white	same as above	none detected
2017A427	4	carpet glue, yellow	file room next to demo wall	none detected
2017A428	5	4" vinyl bsae, tan	demo wall	none detected
2017A429	5a	glue, yellow	same as above	none detected
2017A430	6	door caulk, white	file room doorway	none detected
2017A431	7	2'x2' ceiling tile, white/tan	hallway by file room	none detected
2017A432	8	drywall w/ compound, white	hallway by file room	none detected
2017A433	8a	drywall, white	same as above	none detected
2017A434	9	carpet glue, yellow	main hallway	none detected
2017A435	10	4" vinyl base, tan	wall by main court rm door	none detected
2017A436	10a	glue, yellow	same as above	none detected
2017A437	11	door caulk, white	main court room door	none detected

EMTS, LLC
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jerry@emts-wi.com | (920) 379-1372

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A032

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/20/2017
	Appleton, WI 54911		Date Analyzed 1/23/2017
Sample Date	1/20/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Justice Center-Ground floor Sheriff		Submitted By JH
Address	320 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A452	fireproofing squad room	grey homogenous	25% cellulose 10% min. wool	65%	None Detected
2 2017A453	2'x4' ceiling tile squad room	white/tan homogenous	35% cellulose	65%	None Detected
3 2017A454	2'x4' ceiling tile conference room	white/tan homogenous	35% cellulose	65%	None Detected
4 2017A455	2'x4' ceiling tile LT's hallway	white/tan homogenous	35% cellulose	65%	None Detected
5 2017A456	drywall compnd LT's hallway	white layer 1		100%	None Detected
5a 2017A457	drywall same as above	white layer 2	10% cellulose	90%	None Detected
6 2017A458	drywall compnd breakroom	white layer 1		100%	None Detected
6a 2017A459	drywall same as above	white layer 2	10% cellulose	90%	None Detected
7 2017A460	drywall compnd back office area	white layer 1		100%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

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Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A032

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/20/2017
	Appleton, WI 54911		Date Analyzed 1/23/2017
Sample Date	1/20/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Justice Center-Ground floor Sheriff		Submitted By JH
Address	320 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
7a 2017A461	drywall back office area	white layer 2	10% cellulose	90%	None Detected
8 2017A462	concrete block mortar north wall men's locker room	grey homogenous		100%	None Detected
9 2017A463	12" floor tile squad room	tan layer 1		100%	None Detected
9a 2017A464	mastic same as above	black layer 2		100%	None Detected
10 2017A465	12" floor tile breakroom	black layer 1		100%	None Detected
10a 2017A466	mastic same as above	black layer 2		100%	None Detected
11 2017A467	4" vinyl base squad room	tan layer 1		100%	None Detected
11a 2017A468	glue same as above	yellow layer 2		100%	None Detected
12 2017A469	carpet glue LT's hallway	yellow homogenous		100%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

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Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A032

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/20/2017
	Appleton, WI 54911		Date Analyzed 1/23/2017
Sample Date	1/20/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Justice Center-Ground floor Sheriff		Submitted By JH
Address	320 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
13 2017A470	carpet glue small conference room	yellow homogenous		100%	None Detected
14 2017A471	duct caulk squad room	grey homogenous		100%	None Detected
15 2017A472	window caulk supervisor's office	white homogenous		100%	None Detected
16 2017A473	door caulk squad room	white homogenous		100%	None Detected
17 2017A474	sink undercoat breakroom	grey homogenous	5% cellulose	95%	None Detected
18 2017A475	fixture caulk breakroom	white homogenous		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A032

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone:
	Fax:
Address: 410 S. Elm St.	Email:
City, State, Zip: Appleton WI 54911	Date of Sample: 1/20/17 Page 1 of 2
Project Description / Location: Justice Center - Ground floor - Sheriff's Dept	Representative Name: Paul Farrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	fireproofing, grey	squad room		PLM 60
2	2'x4' ceiling tile, whi/tan	" "		
3	" " " "	conference room		
4	" " " "	lieutenant's hallway		
5	drywall w/ compound, white	" "		
6	" " "	breakroom		
7	" " "	back office area		
8	concrete block mortar, grey	north wall men's locker rm		
9	12" floor tile, tan/blk	squad room		
10	" " " "	break room		
11	4" vinyl base, tan	squad room		
12	carpet glue, yellow	lieutenant's hallway		
13	" " "	small conf. room		
14	duct caulk, grey	squad room		
15	window caulk, white	supervisor's office		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/20/17	AII2578		1/23/17

Lab Batch NO. 2617A032

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone / Fax / Email
Address: 410 S. Elm St.	
City, State, Zip: Appleton, WI 54911	Date of Sample: 1/20/17 Page 2 of 2
Project Description / Location: Justice Center Ground Floor - Sheriff's Dept.	Representative Name: Paul Farrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
16	door caulk, white	squad room		PLM 600
17	sink undercoat, grey	breakroom		
18	fixture caulk, white	" "		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/20/17	47578		1/23/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A028

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/20/2017
	Appleton, WI 54911		Date Analyzed 1/23/2017
Sample Date	1/20/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Justice Center-DA offices		Submitted By JH
Address	320 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A403	fireproofing exterior concrete column	grey homogenous	25% cellulose 10% min. wool	65%	None Detected
2 2017A404	2'x4' ceiling tile east office area	white/tan homogenous	35% cellulose	65%	None Detected
3 2017A405	2'x4' ceiling tile west office area	white/tan homogenous	35% cellulose	65%	None Detected
4 2017A406	drywall compnd east office area	white layer 1		100%	None Detected
4a 2017A407	drywall same as above	white layer 2	10% cellulose	90%	None Detected
5 2017A408	drywall compnd west office area	white layer 1		100%	None Detected
5a 2017A409	drywall same as above	white layer 2	10% cellulose	100%	None Detected
6 2017A410	carpet glue main office area	yellow homogenous		100%	None Detected
7 2017A411	4" vinyl base main office area	tan layer 1		100%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A028

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/20/2017
	Appleton, WI 54911		Date Analyzed 1/23/2017
Sample Date	1/20/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Justice Center-DA offices		Submitted By JH
Address	320 S. Walnut St. Appleton, WI		Collected By JH All-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
7a 2017A412	glue main office area	yellow layer 2		100%	None Detected
8 2017A413	duct caulk main office area	grey homogenous		100%	None Detected
9 2017A414	door caulk main office area	white homogenous		100%	None Detected
10 2017A415	fixture caulk break area	white homogenous		100%	None Detected
11 2017A416	sink undercoat break area	grey homogenous	5% cellulose	95%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A028

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone / Fax
Address: 410 S. Elm St.	Email
City, State, Zip: Appleton WI 54911	Date of Sample: 1/20/17 Page 1 of 1
Project Description / Location: Justice Center 1st Floor - District Attorney offices	Representative Name: Paul Ferrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	fireproofing, grey	exterior concrete column		PLM 600
2	2'x 4' ceiling tile white/tan	east office area		
3	" " " " " "	west " "		
4	drywall w/ compd, white	east office area		
5	" " " "	west office area		
6	carpet glue, yellow	main office area		
7	4" vinyl base, tan/yellow	" " "		
8	duct caulk, grey	" " "		
9	door caulk, white	" " "		
10	fixture caulk, white	break area		
11	sink undercoat, grey	" "		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/20/17	42578		1/22/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A031

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/20/2017
	Appleton, WI 54911		Date Analyzed 1/23/2017
Sample Date	1/20/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Justice Center-1st floor Sheriff Dept		Submitted By JH
Address	320 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
1 2017A438	2'x4' ceiling tile front hallway	white/tan homogenous	35% cellulose	65%	None Detected
2 2017A439	2'x4' ceiling tile back hallway	white/tan homogenous	35% cellulose	65%	None Detected
3 2017A440	drywall compnd front hallway	white layer 1		100%	None Detected
3a 2017A441	drywall same as above	white layer 2	10% cellulose	90%	None Detected
4 2017A442	drywall compnd back hallway	white layer 1		100%	None Detected
4a 2017A443	drywall same as above	white layer 2	10% cellulose	90%	None Detected
5 2017A444	ceramic floor mortar/grout small bathroom	grey homogenous		100%	None Detected
6 2017A445	carpet glue back hallway	yellow homogenous		100%	None Detected
7 2017A446	4" vinyl base spare office	tan layer 1		100%	None Detected

Analyst -Jerome Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A031

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities	Owner Representative: Paul Farrell	
Address	410 South Elm Street	Date Received	1/20/2017
	Appleton, WI 54911	Date Analyzed	1/23/2017
Sample Date	1/20/2017 By: JH	EPA Method- 600/R-93/116 Visual Estm	
Project Name	Justice Center-1st floor Sheriff Dept	Submitted By	JH
Address	320 S. Walnut St. Appleton, WI	Collected By	JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
7a 2017A447	glue spare office	yellow layer 2		100%	None Detected
8 2017A448	window caulk front entry	white homogenous		100%	None Detected
9 2017A449	door caulk front entry	white homogenous		100%	None Detected
10 2017A450	fixture caulk conference room	white homogenous		100%	None Detected
11 2017A451	sink undercoat conference room	grey homogenous	5% cellulose	95%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A031

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone / Fax
Address: 410 S. Elm St.	Email
City, State, Zip: Appleton WI 54911	Date of Sample: 1/20/17 Page 1 of 1
Project Description / Location: Justice Center 1st floor Sheriff's Dept	Representative Name: Paul Ferrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x4' ceiling tile, whi/tan	front hallway		Pcm 600
2	" " " " "	back hallway		
3	drywall w/ compd, white	front hallway		
4	" " " " "	back hallway		
5	ceramic floor mortar grout, grey	small bathroom		
6	carpet glue, yellow	back hallway		
7	4" vinyl base tan/yellow	spare office		
8	window caulk, white	front entry		
9	door caulk, white	" "		
10	fixture caulk white	conference room		
11	sink undercoat, grey	" "		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/20/17	AI2578		1/23/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A027

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/20/2017
	Appleton, WI 54911		Date Analyzed 1/23/2017
Sample Date	1/20/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Justice Center-1st floor Family Court		Submitted By JH
Address	320 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017A396	2'x4' ceiling tile family court offices	white/tan homogenous	35% cellulose	65%	None Detected
2 2017A397	drywall compnd family court offices	white layer 1		100%	None Detected
2a 2017A398	drywall same as above	white layer 2	10% cellulose	90%	None Detected
3 2017A399	4" vinyl base family court offices	tan layer 1		100%	None Detected
3a 2017A400	glue same as above	yelllow layer 2		100%	None Detected
4 2017A401	carpet glue family court offices	yellow homogenous		100%	None Detected
5 2017A402	duct caulk family court offices	grey homogenous		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A027

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone / Fax / Email
Address: 410 S. Elm St.	
City, State, Zip: Appleton WI 54911	Date of Sample: 1/20/17 Page 1 of 1
Project Description / Location: 1st Floor Family Court – Justice Center	Representative Name: Paul Ferrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x4' ceiling tile, whi/tan	family court offices		
2	drywall w/ compd, white	" " "		
3	4" vinyl base, tan/yellow	" " "		
4	carpet glue, yellow	" " "		
5	duct caulk, grey	" " "		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/20/17	AE2578		1/23/17

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A030

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/20/2017
	Appleton, WI 54911		Date Analyzed 1/23/2017
Sample Date	1/20/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Justice Center-2nd floor Court		Submitted By JH
Address	320 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
1 2017A423	fireproofing demo wall betwn file rm/court rm	grey homogenous	25% cellulose 10% min. wool	65%	None Detected
2 2017A424	2'x4' ceiling tile demo wall betwn file rm/court rm	white/tan homogenous	35% cellulose	65%	None Detected
3 2017A425	drywall compnd demo wall betwn file rm/court rm	white layer 1		100%	None Detected
3a 2017A426	drywall same as above	white layer 2	10% cellulose	90%	None Detected
4 2017A427	carpet glue file room next to demo wall	yellow homogenous		100%	None Detected
5 2017A428	4" vinyl base demo wall	tan layer 1		100%	None Detected
5a 2017A429	glue same as above	yellow layer 2		100%	None Detected
6 2017A430	door caulk file room doorway	white homogenous		100%	None Detected
7 2017A431	2'x2' ceiling tile hallway by file room	white/tan homogenous	35% cellulose	65%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017A030

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 1/20/2017
	Appleton, WI 54911		Date Analyzed 1/23/2017
Sample Date	1/20/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Justice Center-2nd floor Court		Submitted By JH
Address	320 S. Walnut St. Appleton, WI		Collected By JH All-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
8 2017A423	drywall compnd hallway by file room	white layer 1		100%	None Detected
8a 2017A424	drywall same as above	white layer 2	10% cellulose	90%	None Detected
9 2017A425	carpet glue main hallway	yellow homogenous		100%	None Detected
10 2017A426	4" viny lbase wall by main courtroom door	tan layer 1		100%	None Detected
10a 2017A427	glue same as above	yellow layer 2		100%	None Detected
11 2017A428	door caulk main courtroom door	white homogenous		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 2017A030

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone:
Address: 410 S. Elm St.	Fax:
City, State, Zip: Appleton, WI 54911	Email:
Project Description / Location: Justice Center 2nd floor - courtroom	Representative Name: Paul Ferrell
	Date of Sample: 1/20/17 Page 1 of 1
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

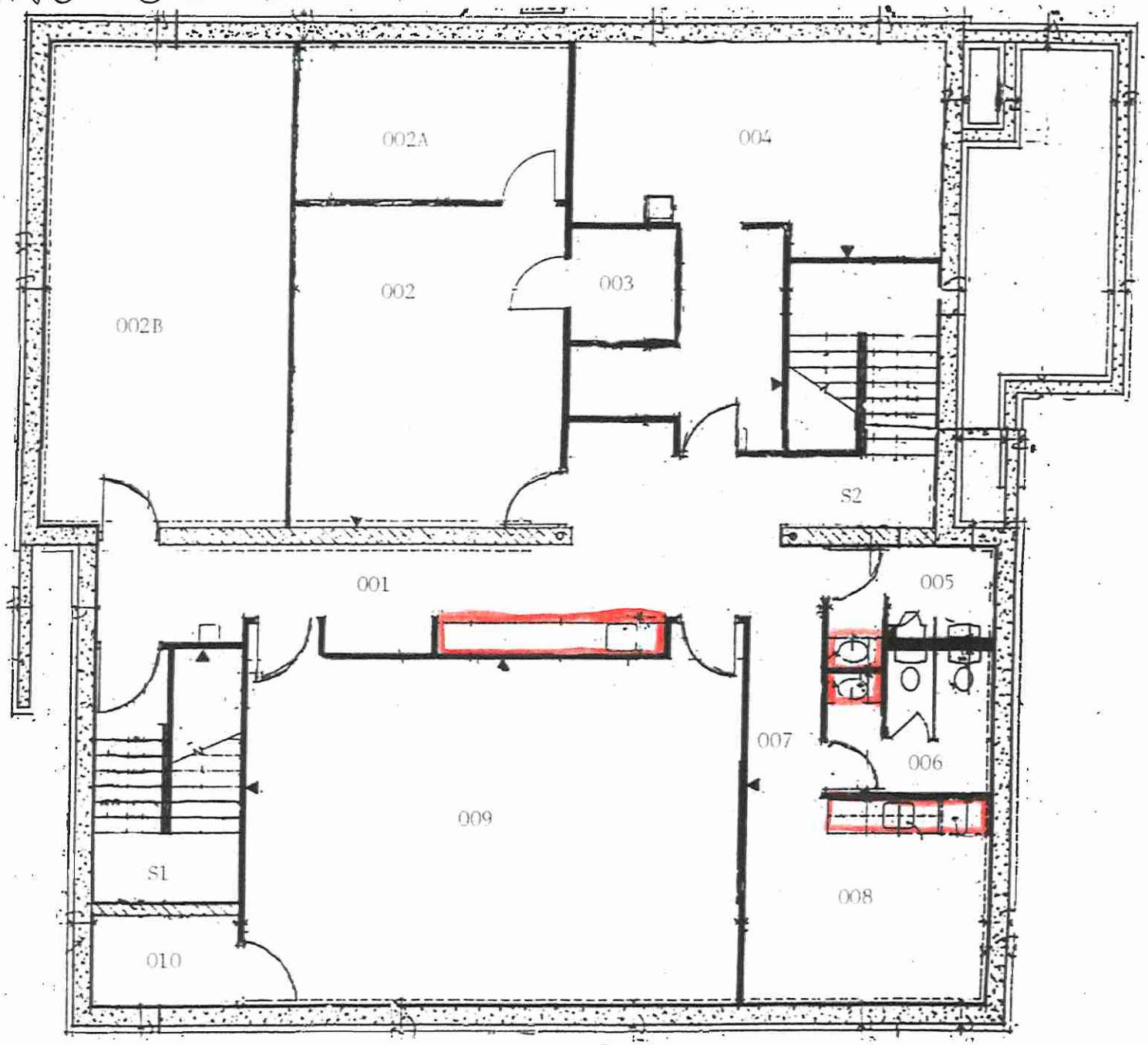
Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	fireproofing, grey	demo wall between file rm & courtroom		PLM 6000
2	2'x4' ceiling tile, white/tan	" " "	"	
3	drywall w/ compd, white	" " "	"	
4	carpet glue, yellow	file rm next to demo wall		
5	4" vinyl base ~~tan~~, yellow	demo wall		
6	door caulk, white	file room doorway		
7	2'x2' ceiling tile, whi/tan	hallway by file room		
8	drywall w/ compd, white	" " "		
9	carpet glue, yellow	main hallway		
10	4" vinyl base, tan/yellow	wall by main court rm door		
11	door caulk, white	main court room door		

Relinquish By	Date	Inspector #	Received By	Date / Time
	1/20/17	[illegible]		1/23/17

VETERANS SERVICES BUILDING

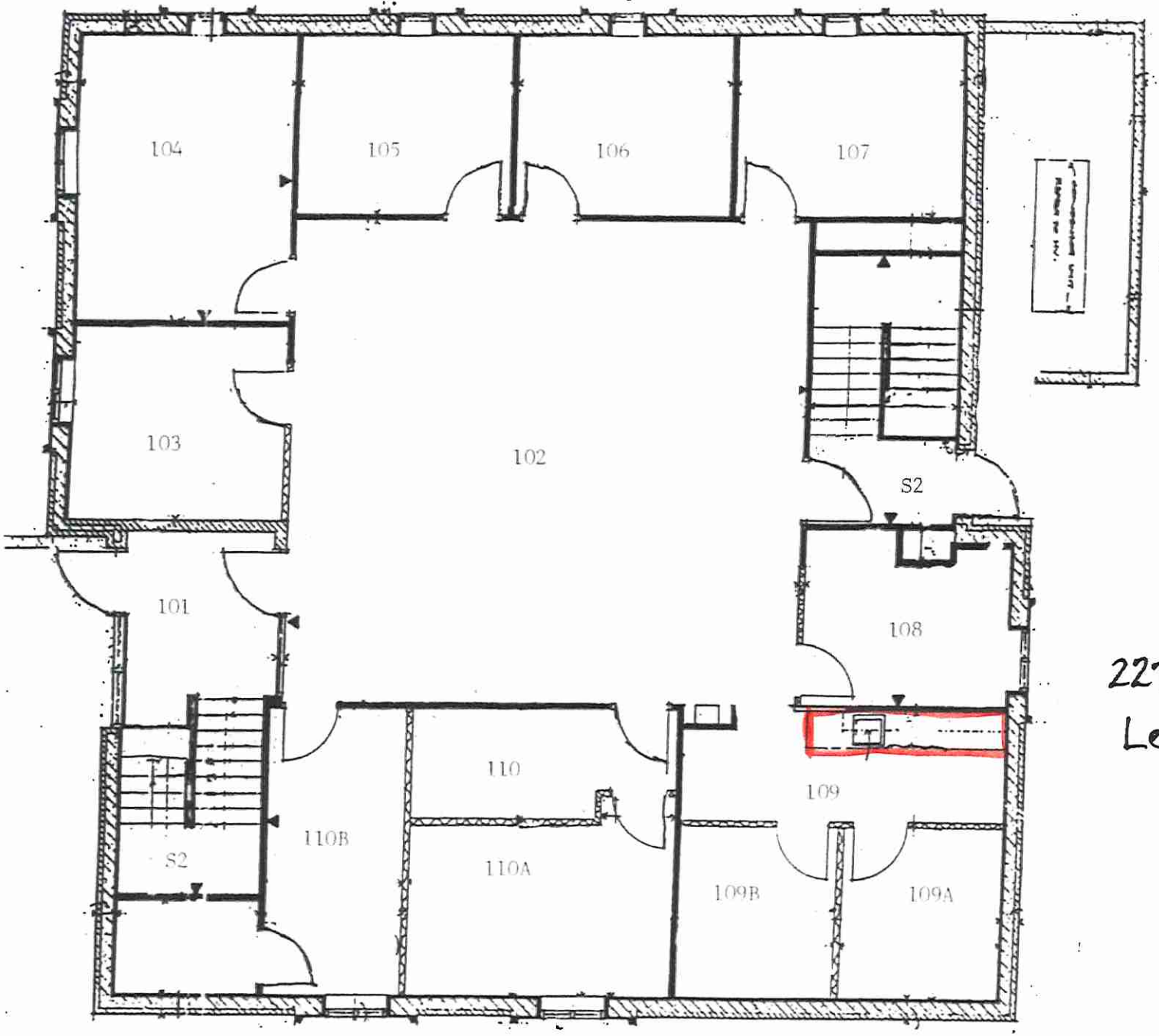
VETERANS SERVICES BLDG GROUND FLOOR

227 Bldg.
Level- Ground



VETERANS SERVICES BLDG

MAIN FLOOR



227 Bldg.
Level - Main

Material	Room 101	Room 102	Room 103	Room 104	Room 105	Room 106	Rom 107	Room 108	Room 109	Room 109a/b	Room 110	Room 110 a/b	Bath	Comments
Ceiling Tile	✓ (2'x2')	✓ (12") and (2'x2')	✓ (2'x2')	✓ (2'x2')	✓ (2'x2')	✓ (2'x2')	✓ (2'x2')	✓ (2'x2')	✓ (2'x2')	✓ (2'x2')	✓ (2'x2')	✓ (2'x2')	✓ (2'x2')	
Plasters	--	--	--	--	--	--	--	--	--	--	--	--	--	
Drywall w/ compound	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Ceramic Tile w/ mortar/grout	✓	--	✓	✓	✓	✓	✓	✓	--	--	--	--	✓	Rooms 103-108 has tile in window sill
Floor Tile w/ glue	--	--	--	--	--	--	--	--	--	--	--	--	--	
Carpet Glue	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	--	
Linoleum w/ glue	--	--	--	--	--	--	--	--	--	--	--	--	--	
Terrazzo Floor	--	--	--	--	--	--	--	--	--	--	--	--	--	
Vinyl Base w/ glue	--	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	--	
Door Caulk	✓	--	--	--	--	--	--	--	--	--	--	--	--	
Window Caulk	--	--	✓	✓	✓	✓	✓	✓	--	--	--	✓	--	
Block Mortar	--	--	--	--	--	--	--	--	--	--	--	--	--	
Fixture Caulk	--	--	--	--	--	--	--	--	✓	--	--	--	✓	
Pipe Insulation	--	--	--	--	--	--	--	--	--	--	--	--	--	
Spray-on Fireproofing	--	--	--	--	--	--	--	--	--	--	--	--	--	

✓ Non-ACM ✓ ACM
-- Not Present

Material	Room 101	Room 102	Room 103	Room 104	Room 105	Room 106	Room 107	Room 108	Room 109	Room 109a/b	Room 110	Room 110a/b	Bath	Comments
Sink Undercoat	--	--	--	--	--	--	--	--	✓ 4 Ft^2	--	--	--	--	Single stainless steel sink
Countertop Glue	--	--	--	--	--	--	--	--	✓ 24 ft^2	--	--	--	--	Remove countertop, backsplash, and glue on drywall
Duct Damper	--	--	--	--	--	--	--	--	--	--	--	--	--	
Cove Base Glue	--	--	--	--	--	--	--	--	--	--	--	--	✓	
Brick Mortar	✓	--	✓	--	--	--	--	--	--	--	--	--	--	
Floor Felt Paper	✓	--	--	--	--	--	--	--	--	--	--	--	--	
Panel Glue	--	✓	--	--	--	--	--	--	--	--	--	--	--	
12" Ceiling Tile Glue	--	✓	--	--	--	--	--	--	--	--	--	--	--	

✓ Non-ACM ✓ ACM
-- Not Present

Material	Room 001	Room 002	Room 002a	Room 002b	Room 003	Room 004	Room 005	Room 006	Room 007	Room 008	Room 009	Stairs 1	Stairs 2	Comments
Ceiling Tile (2'x2')	✓	✓	✓	✓	--	--	--	--	✓	✓	✓	✓	✓	
Plasters	--	--	--	--	--	--	--	--	--	--	--	--	--	
Drywall w/ compound	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Ceramic Tile w/ mortar/grout	--	--	--	--	--	--	✓	✓	--	--	--	--	--	
Floor Tile w/ glue	--	--	--	--	--	--	--	--	--	--	--	--	--	
Carpet Glue	✓	✓	✓	✓	✓	--	--	--	✓	✓	✓	✓	✓	
Linoleum w/ glue	--	--	--	--	--	--	--	--	--	--	--	--	--	
Terrazzo Floor	--	--	--	--	--	--	--	--	--	--	--	--	--	
Vinyl Base w/ glue	✓	✓	✓	✓	--	--	--	--	✓	✓	✓	--	--	
Door Caulk	--	--	--	--	--	--	--	--	--	--	--	✓	✓	
Window Caulk	--	--	--	--	--	--	--	--	--	--	--	--	--	
Block Mortar	✓	✓	--	✓	--	--	--	--	--	--	--	--	--	
Fixture Caulk	--	--	--	--	--	--	✓	✓	--	--	✓	--	--	
Pipe Insulation	--	--	--	--	--	--	--	--	--	--	--	--	--	
Spray-on Fireproofing	--	--	--	--	--	--	--	--	--	--	--	--	--	
Exhaust Breach	--	--	--	--	--	--	--	--	--	--	--	--	--	
Sink Undercoat	✓ ACM 4 ft²	--	--	--	--	--	--	--	--	✓ ACM 4 ft²	--	--	--	Single stainless steel sink

✓ Non-ACM ✓ ACM
-- Not Present

Material	Room 001	Room 002	Room 002a	Room 002b	Room 003	Room 004	Room 005	Room 006	Room 007	Room 008	Room 009/10	Stairs 1	Stairs 2	Comments
Countertop Glue	✓ 24 ft²	--	--	--	--	--	✓ 6 ft²	✓ 6 ft²	--	✓ 12 ft²	--	--	--	Remove countertop, backsplash and glue on drywall
Duct Damper	--	--	--	--	--	✓	--	--	--	--	--	--	--	
Cove Base Glue	--	--	--	--	--	--	✓	✓	--	--	--	--	--	

✓ Non-ACM ✓ ACM
-- Not Present

Material	Exterior of Building													Comments
Asphalt Shingles Roof	✓													
Plasters	✓													Soffit, fascia, and wall columns
Door Caulk	✓													
Window Caulk	✓													
Building Caulk	✓													
Brick Mortar	✓													

✓ Non-ACM ✓ ACM
-- Not Present

Bulk Sampling Inventory

Veterans Services Building Demolition- 227 S. Walnut St. Appleton, WI

Lab ID	#	Material Description	Sample Location	% ACM
2017B710	1	2'x2' ceiling tile, white	room 002a	none detected
2017B711	2	2'x2' ceiling tile, white	room 008	none detected
2017B712	3	2'x2' ceiling tile, white	room 009	none detected
2017B713	4	2'x2' ceiling tile, white	room 109	none detected
2017B714	5	12" ceiling tile, white	room 102	none detected
2017B715	6	2'x2' ceiling tile, white	1st floor bathroom	none detected
2017B716	7	2'x2' ceiling tile, white	Stairs 1	none detected
2017B717	8	block mortar, grey	room 001	none detected
2017B718	9	drywall w/ compound, white	room 005	none detected
2017B719	10	drywall w/ compound, white	room 008	none detected
2017B720	11	drywall w/ compound, white	Stairs 1	none detected
2017B721	12	drywall w/ compound, white	room 109	none detected
2017B722	13	carpet glue, yellow	room 008	none detected
2017B723	14	carpet glue, yellow	room 009	none detected
2017B724	15	carpet glue, yellow	Stairs 2	none detected
2017B725	16	carpet glue, yellow	room 102	none detected
2017B726	17	floor filler, grey	room 110	none detected
2017B727	18	1" ceram. Flr tile/mortr/grout,gry	1st floor bathroom	none detected
2017B728	19	ceramic tile mortar/grout, grey	room 101	none detected
2017B729	20	4" vinyl base, brown	room 008	none detected
2017B730	20a	glue, tan	same as above	none detected
2017B731	21	4" vinyl base w/ glue, brown	room 009	none detected
2017B732	22	4" vinyl base, brown	room 110	none detected
2017B733	22a	glue, yellow	same as above	none detected
2017B734	23	ceramic cove base glue, tan	room 005	none detected
2017B735	24	felt paper,black	room 101/Stairs 1	none detected
2017B736	**25**	**sink undercoat, pink**	**room 001**	**4% Chrysotile**
2017B737	**26**	**sink undercoat, pink**	**room 008**	**4% Chrysotile**
2017B738	**27**	**countertop glue, brown**	**room 001**	**5% Chrysotile**
2017B739	28	door caulk, brown	Stairs 1	none detected
2017B740	29	fixture caulk, white	room 005	none detected
2017B741	30	fixture caulk, white	room 109	none detected
2017B742	31	ceiling tile track caulk, white	room 009	none detected
2017B743	32	window sill mortar,grey	room 104	none detected
2017B744	33	duct damper, black	room 004	none detected
2017B745	34	window caulk,brown	exterior of bldg	none detected
2017B746	35	door caulk, brown	exterior back door	none detected
2017B747	36	building caulk, tan	exterior bldg north	none detected

EMTS, LLC
P.O. Box 3861 | Oshkosh, WI 54903
jerry@emts-wi.com | (920) 379-1372

Bulk Sampling Inventory

Veterans Services Building Demolition- 227 Walnut St. Appleton, WI

Lab ID	#	Material Description	Sample Location	% ACM
2017B748	37	building caulk, tan	exterior bldg south	none detected
2017B749	38	brick mortar, tan	room 101	none detected
2017B750	39	brick mortar, tan	exterior bldg front	none detected
2017B751	40	plaster soffitt skim coat,tan	exterior bldg south	none detected
2017B752	40a	plaster soffitt base coat, grey	same as above	none detected
2017B753	41	plaster wall skim coat, tan	exterior bldg north	none detected
2017B754	41a	plaster wall base coat, grey	same as above	none detected
2017B755	42	plaster wall skim coat, tan	exterior bldg south	none detected
2017B756	42a	plaster wall base coat, grey	same as above	none detected
2017B757	43	roof shingle,black	roof	none detected
2017B758	44	12" ceiling tile glue, brown	room 102	none detected
2017B759	45	panel glue, tan	room 107	none detected

EMTS, LLC
P.O. Box 3861 | Oshkosh, WI 54903
jerry@emts-wi.com | (920) 379-1372

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017B044

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 2/2/2017
	Appleton, WI 54911		Date Analyzed 2/5/2017
Sample Date	2/2/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Veterans Service Building		Submitted By JH
Address	227 S. Walnut St. Appleton, WI		Collected By JH All-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
1 2017B710	2'x2' ceiling tile room 002a	white homogenous	20% cellulose 15% min. wool	65%	None Detected
2 2017B711	2'x2' ceiling tile room 008	white homogenous	35% cellulose	65%	None Detected
3 2017B712	2'x2' ceiling tile room 009	white homogenous	20% cellulose 15% min. wool	65%	None Detected
4 2017B713	2'x2' ceiling tile room 109	white homogenous	20% cellulose 15% min. wool	65%	None Detected
5 2017B714	12" ceiling tile room 102	white homogenous	15% cellulose 15% min. wool	70%	None Detected
6 2017B715	2'x2' ceiling tile 1st floor bathroom	white homogenous	10% cellulose	90%	None Detected
7 2017B716	2'x2' ceiling tile Stairs 1	white homogenous	20% cellulose 15% min. wool	65%	None Detected
8 2017B717	block mortar room 001	grey homogenous		100%	None Detected
9 2017B718	drywall w/ compound room 005	white composite	10% cellulose	90%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017B044

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 2/2/2017
	Appleton, WI 54911		Date Analyzed 2/5/2017
Sample Date	2/2/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Veterans Services Building		Submitted By JH
Address	227 S. Walnut St. Appleton, WI		Collected By JH All-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
10 2017B719	drywall w/ compound room 008	white composite	10% cellulose	90%	None Detected
11 2017B720	drywall w/ compound Stairs 1	white composite	10% cellulose	90%	None Detected
12 2017B721	drywall w/ compound room 109	white composite	10% cellulose	90%	None Detected
13 2017B722	carpet glue room 008	yellow homogenous		100%	None Detected
14 2017B723	carpet glue room 009	yellow homogenous		100%	None Detected
15 2017B724	carpet glue Stairs 2	yellow homogenous		100%	None Detected
16 2017B725	carpet glue room 102	yellow homogenous		100%	None Detected
17 2017B726	floor filler room 110	grey homogenous		100%	None Detected
18 2017B727	1" ceramic floor tile mortr/grout 1st floor bathroom	grey homogenous		100%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017B044

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities	Owner Representative: Paul Farrell	
Address	410 South Elm Street	Date Received	2/2/2017
	Appleton, WI 54911	Date Analyzed	2/5/2017
Sample Date	2/2/2017 By: JH	EPA Method- 600/R-93/116 Visual Estm	
Project Name	Veterans Service Building	Submitted By	JH
Address	227 S. Walnut St. Appleton, WI	Collected By	JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
19 2017B728	ceramic tile w/ mortar/grout room 101	grey homogenous		100%	None Detected
20 2017B729	4" vinyl base room 008	brown layer 1		100%	None Detected
20a 2017B730	glue same as above	tan layer 2		100%	None Detected
21 2017B731	4" vinyl base w/ glue room 009	brown homogenous		100%	None Detected
22 2017B732	4" vinyl base room 110	rown layer 1		100%	None Detected
22a 2017B733	glue same as above	yellow layer 2		100%	None Detected
23 2017B734	ceramic cove base glue room 005	yellow homogenous		100%	None Detected
24 2017B735	felt paper room 101/Stairs 1	black homogenous	75% cellulose	25%	None Detected
25 **2017B736**	**sink undercoat** **room 001**	**pink** **homogenous**		**96%**	**4% Chrysotile**

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017B044

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities	Owner Representative: Paul Farrell	
Address	410 South Elm Street	Date Received	2/2/2017
	Appleton, WI 54911	Date Analyzed	2/5/2017
Sample Date	2/2/2017 By: JH	EPA Method- 600/R-93/116 Visual Estm	
Project Name	Veterans Services Building	Submitted By	JH
Address	227 S. Walnut St. Appleton, WI	Collected By	JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
26 2017B737	**sink undercoat room 008**	**pink homogenous**		**96%**	**4% Chrysotile**
27 2017B738	**countertop glue room 001**	**brown homogenous**		**95%**	**5% Chrysotile**
28 2017B739	door caulk Stairs 1	brown homogenous		100%	None Detected
29 2017B740	fixture caulk room 005	white homogenous		100%	None Detected
30 2017B741	fixture caulk room 109	white homogenous		100%	None Detected
31 2017B742	ceiling tile track caulk room 009	white homogenous		100%	None Detected
32 2017B743	window sill mortar room 104	grey homogenous		100%	None Detected
33 2017B744	duct damper room 004	black homogenous	5% synthetic	95%	None Detected
34 2017B745	window caulk exterior of bldg	brown homogenous		100%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017B044

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 2/2/2017
	Appleton, WI 54911		Date Analyzed 2/5/2017
Sample Date	2/2/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Veterans Services Building		Submitted By JH
Address	227 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID / Lab ID	Description / Location	Appearance / Material Type	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos
35 2017B746	door caulk exterior back door	brown homogenous		100%	None Detected
36 2017B747	building caulk exterior bldg north	tan homogenous		100%	None Detected
37 2017B748	building caulk exterior bldg south	tan homogenous		100%	None Detected
38 2017B749	brick mortar room 101	grey homogenous		100%	None Detected
39 2017B750	brick mortar exterior bldg front	grey homogenous		100%	None Detected
40 2017B751	plaster soffitt skim coat exterior bldg south	tan layer 1		100%	None Detected
40a 2017B752	plaster soffitt base coat same as above	grey layer 2		100%	None Detected
41 2017B753	plaster wall skim coat exterior bldg north	tan layer 1		100%	None Detected
41a 2017B754	plaster wall base coat same as above	grey layer 2		100%	None Detected

Analyst -Jerome T Hinke

EMTS LABORATORY REPORT

P.O. BOX 3861, OSHKOSH, WI 54903
Phone (920) 376-1372 * Email: jerry@emts-wi.com
Website www.emts-wi.com

Lab Batch #
2017B044

Bulk Asbestos Analysis Report by Polarized Light Microscopy

Client	Outagamie County Facilities		Owner Representative: Paul Farrell
Address	410 South Elm Street		Date Received 2/2/2017
	Appleton, WI 54911		Date Analyzed 2/5/2017
Sample Date	2/2/2017	By: JH	EPA Method- 600/R-93/116 Visual Estm
Project Name	Veterans Services Building		Submitted By JH
Address	227 S. Walnut St. Appleton, WI		Collected By JH AII-2578

Client ID Lab ID	Description Location	Appearance Material Type	Non-Asbestos % Fibrous	 % Non-Fibrous	Asbestos
42 2017B755	plaster wall skim coat exterior bldg south	tan layer 1		100%	None Detected
42a 2017B756	plaster wall base coat same as above	grey layer 2		100%	None Detected
43 2017B757	roof shingle roof shingle	black homogenous	15% min. wool	85%	None Detected
44 2017B758	12" ceiling tile glue room 102	brown homogenous		100%	None Detected
45 2017B759	panel glue room 107	yellow homogenous		100%	None Detected

Analyst -Jerome T Hinke

Lab Batch NO. 20178044

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County			Phone / Fax / Email
Address: 410 S. Elm St.			
City, State, Zip: Appleton, WI 54911			Date of Sample: 2/2/17 Page 1 of 3
Project Description / Location: Bldg Demo - 227 Bldg. 227 Walnut St. Appleton, WI 54911		Representative Name: Paul Ferrell	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	2'x2' ceiling tile, white	002A		PLM 600
2	" " " "	008		
3	" " " "	009		
4	" " " "	109		
5	12" ceiling tile, white	102		
6	2'x2' ceiling tile, white	1st flr bathroom		
7	2'x2' " " "	51		
8	block mortar, grey	001		
9	drywall w/ cmpd, white	005		
10	" " "	008		
11	" " "	51		
12	" " "	109		
13	carpet glue, yellow	008		
14	" " "	009		
15	" " "	52		

Relinquish By	Date	Inspector #	Received By	Date / Time
	2/2/17	AII 2578		2/5/17

Lab Batch NO. 2017B044

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone
Address: 410 S. Elm St.	Fax
City, State, Zip: Appleton, WI 54911	Email
	Date of Sample: 2/2/17 Page 2 of 3
Project Description / Location: Bldg Demo - 227 Bldg. 227 Walnut St. Appleton, WI 54911	Representative Name: Paul Ferrell
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
16	Carpet glue, yellow	102		PLM 600
17	Floor tiles, grey	110		
18	1" ceramic floor tile mortar grout, grey	1st flr bathrm		
19	ceramic tile mortar/grout grey	101		
20	4" vinyl base, brown	008		
21	" " " "	009		
22	" " " "	110		
23	ceramic cove base glue, tan	005		
24	Feltpaper, black	101/51		
25	sink undercoat, pink	001		
26	" " "	008		
27	counter top glue, brown	001		
28	door caulk, brown	51		
29	fixture caulk, white	005		
30	" " "	109		

Relinquish By		Date: 2/2/17	Inspector # AII 2578	Received By	Date / Time: 2/5/17

Lab Batch NO. 20178044

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County	Phone
Address: 410 S. Elm St.	Fax
City, State, Zip: Appleton, WI 54911	Email
Project Description / Location: Bldg Demo - 227 Bldg. 227 Walnut St. Appleton, WI 54911	Representative Name: Paul Ferrell
	Date of Sample: 2/2/17 Page 3 of 3
	Turnaround: Priority - 3hr 6hr; Normal - 24hr 48hr 72hr 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
31	ceiling tile track caulk, white	009		PLM 600
32	window sill mortar, grey	104		
33	duct damper, blk	004		
34	window caulk, brown	exterior bldg		
35	door caulk, brown	" back door		
36	bldg caulk, tan	" bldg north		
37	" " "	" " south		
38	brick mortar, tan	101		
39	" " "	ext. bldg front		
40	plaster soffit, tan/grey	ext. bldg south		
41	plaster wall, " "	" " north		
42	" " " "	" " south		
43	roof shingle, black	roof		
44	12" ceiling tile glue, brown	102		
45	panel glue	107		

Relinquish By	Date	Inspector #	Received By	Date / Time
	2/2/17	AII 2578		2/5/17

LEAD IN PAINTS TESTING

Human Services Building North
Veterans Services Building

EMSL Analytical, Inc.
200 Route 130 North, Cinnaminson, NJ 08077
Phone/Fax: (856) 303-2500 / (856) 786-5974
http://www.EMSL.com cinnaminsonleadlab@emsl.com

EMSL Order:	201701191
CustomerID:	EMTS34
CustomerPO:	
ProjectID:	

Attn: **Jerry Hinke**
EMTS, LLC
PO Box 3861
Oshkosh, WI 54903

Phone:	(920) 376-1372
Fax:	
Received:	02/10/17 10:00 AM
Collected:	2/9/2017

Project: **Outasamie County / 410 S. Elm Street Appleton, WI 54911 / HHS- North Bldg. & 227 Bldg**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

Client Sample Description	*Lab ID*	*Collected*	*Analyzed*	*Lead Concentration*
1	*201701191-0001*	2/9/2017	2/11/2017	0.029 % wt
	Site: 1st Canteen Block Wall / White/Green			
2	*201701191-0002*	2/9/2017	2/11/2017	<0.010 % wt
	Site: 2nd Child Support Vault Block Wall / White/Tan			
3	*201701191-0003*	2/9/2017	2/11/2017	<0.010 % wt
	Site: 2nd ADRC Conference Plaster Wall / White/Green/Orange			
4	*201701191-0004*	2/9/2017	2/11/2017	<0.010 % wt
	Site: 2nd Courtroom H Storage / White/Yellow			
5	*201701191-0005*	2/9/2017	2/11/2017	<0.010 % wt
	Site: 3rd Floor Hall Block Wall / White/Blue/Green			
6	*201701191-0006*	2/9/2017	2/11/2017	<0.010 % wt
	Site: 4th Floor Hall Block Wall / White/Blue/Tan/Green			
7	*201701191-0007*	2/9/2017	2/11/2017	<0.010 % wt
	Site: 4th Floor Public Health Block Wall / White/Tan/Yellow			
8	*201701191-0008*	2/9/2017	2/11/2017	<0.010 % wt
	Site: 4th ADRC Block Wall / White/Tan			
9	*201701191-0009*	2/9/2017	2/11/2017	<0.010 % wt
	Site: 227 Bldg. 009 Block Wall / White/Tan			
10	*201701191-0010*	2/9/2017	2/11/2017	0.019 % wt
	Site: 227 Bldg. 004 Mech- Power (Concrete Wall) / Blue/Green			

Phillip Worby, Lead Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01

Initial report from 02/13/2017 11:04:36

20170119l

Lab Batch NO. _____

OrderID: 201701191

Environmental Management and Testing Services (EMTS)

SAMPLE SUBMISSION / CHAIN OF CUSTODY FORM

EMTS LLC
Environmental Management & Testing Services

P.O. Box 3861, Oshkosh WI 54903
Phone (920) 376-1372
Email jerry@emts-wi.com
Website www.emts-wi.com

Client Name: Outagamie County
Phone:
Fax:
Address: 410 S. Ellis St.
Email:
City, State, Zip: Appleton, WI 54911
Date of Sample: 2/9/17
Page 1 of 1

Project Description / Location: Bulk sampling HHS - North Bldg. & 227 Bldg
Representative Name: Paul Ferrell
Turnaround: Priority - 3hr 6hr Normal - 24hr 48hr (72hr) 5day

Sample #	Material Description/Color	Room/Location	Homo Code	Analysis Requested / Comments
1	Paint chip, wht/green	1st Canteen Block wall		Flame AAS % wt pb
2	" " Tan	2nd Ch. Id Support Vault Block wall		
3	" " wht/green/orange	2nd ADRC Conference plaster wall		
4	" " wht/yellow	2nd Courtroom H storage		
5	" " wht/blue/green	3rd flr Hall Block wall		
6	" " wht/blue/Tan/green	4th flr Hall Block wall		
7	" " wht/Tan/yellow	4th flr public Health Block wall		
8	" " wht/Tan	4th ADRC Block wall		
9	" " wht/Tan	227 Bldg. 009 Block wall		
10	" " blue/green	227 Bldg. 004 Mech - Poured Concrete wall		

Page 1 of 1

Relinquish By	Date	Inspector #	Received By	Date / Time
	2/9/17	N/A	Caroline Emsl Rdx	2/10/17 10am

CERTIFICATIONS

McCRONE RESEARCH INSTITUTE

certifies that

Jerome T. Hinke

has successfully completed an intensive course of instruction in

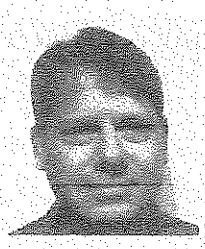
Microscopical Identification of Asbestos

given by the McCrone Research Institute

Presented this 18th *day of* September, 1998

Course Date: September 14-18, 1998

Copy



ASBESTOS INSPECTOR

Issued By

STATE OF WISCONSIN

Dept. of Health Services

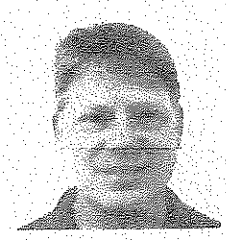
Jerome T Hinke

932 N Sawyer St

Oshkosh WI 54902-3376

		210 lbs	6' 00"
AII-2578	Exp: 10/06/2017	12/02/1966	Male

Training due by: 10/06/2017



ASBESTOS SUPERVISOR

Issued By

STATE OF WISCONSIN

Dept. of Health Services

Jerome T Hinke

932 N Sawyer St

Oshkosh WI 54902-3376

		210 lbs	6' 00"
ACS-2578	Exp: 01/05/2018	12/02/1966	Male

Training due by: 01/05/2018

Company Certificate

This certifies that

ENVIRONMENTAL MANAGEMENT AND TESTING SERVICES LLC

932 N SAWYER ST
OSHKOSH WI 54902-3376

Copy

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

Asbestos Company - Primary

Certificate Issue Date: 11/08/2016
Expiration Date: 11/02/2018, 12:01 a.m.
Certification #: CAP-2149220

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

Shelley A Bruce
Shelley A Bruce,
Unit Supervisor