

999-6034

Umar

2003 A pair

clothes - rock revival - 10 - 2,000³ 2000

Shoes - airmax 7 pair 700 700

tv's - 3 flat screens 35" 50" 42" 42" 950

dog - 500 puppy pitbull 500

Cat - 100 100

Furniture - 1,000 1000

Coats - 700 - pelle pelle Bed - 500 700

Alexandra

6,500

clothes - 1,000 1000

shoes - 5 pair 500 500

bed - 300 300

dressers - 200 200

blankets and quilts - 200 2,000

Ceandre

clothes - 1000 1000

shoes - 300 300

coats - 700 700

RECEIVED OFFICE OF CITY ATTORNEY

APR 17 2018

4:02 A.M./P.M.

CITY CLERK'S OFFICE
2018 APR 18 P 1:57
CITY OF MILWAUKEE

Personal losses.

999-6034

truck fit gear: \$300.00
3 x Rock Revivals: \$300.00
nike and jordan's shoes: \$350.00

Hats and coats \$700.00
underwear and socks: \$100.00
Evolution gear \$280.00
AKOO CO. gear \$200.00

Air bed: \$40.00
Cover and blankets: \$60.00

RECEIVED
OFFICE OF CITY ATTORNEY

APR 17 2018

: A.M./P.M.

Bio-Tec Emergency Services

24078 Greenway Road Suite 1B ~ Forest Lake, MN 55045
 Phone: 612-605-8366 ~ Fax: 772-365-8192

Bid Number:
113086

RECEIVED
OFFICE OF CITY ATTORNEY

Bill to: Jabbar Thigpen

Address: 2630 N 18th St ~ Milwaukee, WI 53206

APR 17 2018

Asset Number: 113086

4:00 A.M./P.M.

Coordinator: Adam Backstrom

Phone: 651-319-9960

Location: 2630 N 18th St

Request Date: 2018-03-27

City/State/Zip: Milwaukee, WI 53206

License #: CR660653

THERE ARE 8 LINE ITEMS INCLUDED IN THIS BID

TOTAL: \$25,992.38

Item	Description	Qty	Per	Amount
1	Tear Gas and Windows ~ Estimate needed. Needs tear gas removed from his home. Needs an estimate first. Also needs all windows replaced. Will be submitted to the City of Milwaukee. They are paying for clean up and replacement.	1	\$0.00	\$0.00
2	Waste Disposal ~ Bio-Hazardous & Non Bio-Hazardous Waste Disposal. Disposal of Personal Items that remained in home after tear gas. Remove and dispose of all personal items in home. This may included cloths, furniture, dishes, beds, furniture, etc. Approx 37 cubic yards of waste will be removed from home.	1	\$0.00	\$0.00
3	PPE ~ Personal Protective Equipment ~ (PPE) Bio Hazard Suits, respirators and gloves. Tear gas cleanup will cause agitation in settled residue. When agitation occurs, tear gas can be activated again and cause recontamination of the area.	1	\$0.00	\$0.00
4	Sterilization ~ Sterilization Chemicals ~ Includes all epa required disinfectants. A 4 step Chemical fogging/misting application will be completed in the home. Carefully washing affected surfaces in the home to restore safety. This will include all walls, ceilings, trim, doors, cabinets, light fixtures and appliances.	1	\$0.00	\$0.00
5	Applications Treatment Process ~ **Labor ~ includes all mobilization to the authorized cleanup site, onsite time at the authorized cleanup site, demobilization from the authorized cleanup site, all response vehicles, all standard equipment, truck preparation and overhead. Bid is to remove all porous material in the home contaminated with tear gas. After home has been cleared of debris and waste a 4 step application process will be done to make sure home decontaminated and deodorized. Areas included in this application would be cabinets, walls, light fixtures, trim, doors, ceilings, floors, ductwork and HVAC unit. Residue settles in the HVAC system. Properly decontaminate duct work because residue can cycle back through your structure when the HVAC is in use.	1	\$0.00	\$0.00
6	Carpentry ~ See attached estimate for details on windows and door replacement. Damages caused to windows and exterior doors.	1	\$10,557.38	\$10,557.38
7	Decon Process ~ Tear Gas Remediation Total for porous debris removal, disposal, PPE, decontamination and neutralizing.	1	\$15,435.00	\$15,435.00
8	Approval Process ~ To begin the remediation process at above listed address a job authorization form needs to be completed, by owner and party responsible for paying remediation. Authorized	1	\$0.00	\$0.00

release agreement to be signed and a 30% of total estimate as down payment via credit card or check is required to start the process and begin.	
THIS IS THE END OF THE 8 LINE ITEMS INCLUDED IN THIS BID	TOTAL: \$25,992.38

RECEIVED
OFFICE OF CITY ATTORNEY

APR 17 2018

4:01 A.M./P.M.

SD - Minneapolis
 1811 NE Jackson St
 Minneapolis, MN 55418
 www.spauldingdecon.com
 (619) 808-9070



SPAULDING DECON

PROPOSAL

Jabbar Ghigpen
 2630 N 18th St
 Milwaukee, WI 53206

RECEIVED
 OFFICE OF CITY ATTORNEY

APR 17 2018

4:01 A.M./P.M.

Current Date	4/5/2018
Duration	0 mins
Service	Tear Gas Cleanup

Item	Description	Qty	Unit Price	Extended
Tear Gas Cleanup	Tear Gas Cleanup and Decontamination	1	\$0.00	\$0.00
Dispatch Fee Non-Emergency	Dispatch Fee Weekday, During Business Hours	1	\$150.00	\$150.00
Labor - Technician/Tear Gas	Technician Labor for Certified Tear Gas Cleaning per technician per hour	128	\$97.00	\$12,416.00
OSHA - Site Set Up	OSHA Required Site Set Up & Safety area per day	4	\$100.00	\$400.00
PPE - Tyvek Suits	Tyvek Suits per technician	40	\$27.00	\$1,080.00
PPE - Respirator	Respiratory Protection per technician per day	20	\$10.00	\$200.00
PPE - Respirator Cartridge	Respirator cartridge - HEPA organic per technician per pair	15	\$31.00	\$465.00
PPE - Box of Gloves	Box of 6-mil Nitrile/Latex Gloves Rated for Blood Borne Pathogens per box	3	\$32.00	\$96.00
PPE - Boots	Waterproof, Chemical Resistant, Rubber Boots per technician	4	\$10.00	\$40.00
Equipment - Hepa Vacuum	Hepa Vacuum per day	4	\$100.00	\$400.00
Equipment - Air Scrubber	Negative Pressure / Air Scrubber Large 2000 cfm per unit per day	4	\$147.00	\$588.00
Equipment - Pump Sprayer	Pump Sprayer per unit	5	\$3.00	\$15.00
Filter - Hepa Vacuum Filter	Hepa Vacuum Filter	4	\$58.00	\$232.00
Filter - Air Scrubber Pre-Filter	Negative Pressure / Air Scrubber Pre-Filter	3	\$21.00	\$63.00
Filter - Air Scrubber Secondary Filter	Negative Pressure / Air Scrubber Secondary Filter	3	\$50.00	\$150.00

Filter - Air Scrubber Hepa Filter	Negative Pressure / Air Scrubber Hepa 3 Stage Filtration Air Filter - 16X16 2-inch	1	\$263.00	\$263.00
Materials - Chemical Sponges	Chemical Sponges for Soot Removal per sponge	10	\$8.00	\$80.00
Spray - Tear Gas Neutralizer	Tear Gas Neutralizer per gallon	15	\$65.00	\$975.00
Equipment - Equipment Decontamination	Equipment Decontamination per piece	3	\$75.00	\$225.00

Subtotal	\$17,838.00
Tax	\$0.00
Total	\$17,838.00

Date	Note
3/27/2018	Work includes remediation of interior of property. The work will require 4 techs for 4 hour days. A full scope of work can be sent prior to acceptance of proposal.

The undersigned ("Customer") employs and authorizes Spaulding Decon and its employees, agents, and subcontractors to enter and exit the premises described above as necessary to provide the following services:

Removing, cleansing, sanitizing, eradicating, and otherwise reclaiming all portions of the premises which have been adversely affected by the presence of bio-hazardous and carbon unit materials, mold, chemicals, water damage, tear gas, and other materials by services to be provided by Spaulding Decon (the "Services"). Customer understands that it may be necessary for Spaulding Decon to cut away and remove portions of the various components of the premises, including, without limitation; sheet rock, carpet, tiles, floor covering, doors, and ceiling tiles, depending upon the scope, extent, and nature of the bio-hazardous trauma for the purpose of providing the Services (the "Removal"). The Removal will be necessary in order to properly sanitize and reclaim the premises from the effects of the incident. Customer consents to any actions deemed necessary by Spaulding Decon, in its sole and absolute discretion, to provide the Services without the necessity of Spaulding Decon repairing or restoring the premises to its original condition before or after the incident.

The term "Customer" shall refer to the signatory below and any agent signing for the premises owner. Spaulding Decon policy requires that the above named Customer is the single point-of-contact in all communications and transactions. If a real estate agent or property manager acts as Customer, representing the property owner; the Customer must be approved to authorize the Spaulding Decon service proposal and will be accountable for payment for services rendered.

Customer understands that Customer is responsible for securing the premises both during and after the performance of the Services by Spaulding Decon. Spaulding Decon shall not be responsible for any loss and/or damage to the premises or any personal property located therein, caused by a failure to secure the premises.

Photo and video documentation will be taken before, during, and after all jobs for liability and other reasons. Documentation will be forwarded to insurance adjuster for certification of necessary services completed. Photos and videos also may be used for training, educational, marketing, and other purposes that Spaulding Decon deems acceptable to it in its sole and absolute discretion for public electronic distribution and retransmission. Spaulding Decon may disclose to third parties that a death has occurred at the location and the address of the services performed in addition to anything that is a matter of public record or may be obtained as a result of a request for information. Customer waives any right to approve of any distribution or retransmission of any videos taken in the course of providing the Services and expressly authorizes Spaulding Decon to disclose that a death occurred at the location and the address of the Services.

Spaulding Decon warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, expressed or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY SPAULDING DECON CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

Attorney's Fees. Customer shall reimburse Spaulding Decon for all charges, costs, expenses and attorney's fees and costs incurred by Spaulding Decon (a) in defending or protecting its rights under this Agreement, (b) in the enforcement of this Agreement or in the collection of any sum due and payable under this Agreement, including collection efforts through probate or bankruptcy, and (c) in any lawsuit or other legal proceeding relating or pertaining to, arising from, or in any way connected with this Agreement or the Services rendered by Spaulding Decon hereunder, including, but not limited to, actions in tort. Customer consents and agrees to the personal jurisdiction of the state and federal courts having jurisdiction over Minnesota, consents and agrees that Minnesota, is the proper, convenient, and exclusive venue for any legal proceedings in state or federal court relating to this Agreement, and waives any defense, whether asserted by motion or pleading, that Minnesota, is an im-proper or inconvenient venue. In connection with any arbitration or litigation arising out of this Agreement, Spaulding Decon if it is the prevailing party shall be entitled to all costs, expenses, and attorneys' fees and costs incurred by it, whether incurred before or after a lawsuit is filed and whether incurred pursuant to trial, appellate, bankruptcy, or judgment-execution proceedings.

Assignment of Agreement and Subcontracts: Customer may not assign this Agreement or any of its rights under this Agreement. Spaulding Decon may assign this Agreement to any person or entity. If, following any such assignment, the assignee shall expressly assume all of Spaulding Decon's duties and obligations hereunder, and then Spaulding Decon shall be relieved of any further obligation under this Agreement. Spaulding Decon may subcontract any of the Services to any person or entity.

Payment: Customer agrees to pay for all materials and labor expended by Spaulding Decon in performance of the Services. Customer understands that Customer has authorized this work and accepts responsibility for payment to Spaulding Decon for all Services performed or rendered. Customer will need to secure services with a credit card. Customer will have the option of payment by personal check or credit card provided once the Services are completed. Services that are performed that are paid with a credit card, debit card, or financing third-party are not eligible for payment challenges after services are provided. By signing this form, I am irrevocably consenting to allow Spaulding Decon to use and disclose information requested by a credit card entity, bank or financing company when they request such information to process and account and assist with payment.

If payment of services becomes overdue; the credit card on file will be charged accordingly. If any insurance payments relating to the Services are made directly to Customer, or if any insurance check or draft names any third party, the check will be endorsed over to Spaulding Decon within three working days after receipt. Upon completion of the Services, Spaulding Decon will bill the insurance company as provided above.

Any service proposal bid prices are good for seven (7) days from the bid date. Any service proposal does not include additional materials or labor that may be required due to any unforeseen problems that arise once the job has begun.

A final invoice will be submitted at project completion by Spaulding Decon for payment by Customer. A final payment is due upon receipt and is past due seven (7) business days from receipt of invoice. If Customer has any valid reason for disputing any portion of an invoice, Customer will so notify Spaulding Decon within seven (7) calendar days of receipt of invoice by Customer, and if no such notification is given, the invoice will be deemed valid. The portion of Spaulding Decon's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts; \$10 minimum per month. Payments by Customer will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees and expenses, court costs, or other costs including but not limited to filing fees, lien costs and Spaulding Decon staff time incurred in collection of delinquent accounts, shall be paid by Customer. If a project requires successive invoices and payment is not current, Spaulding Decon may suspend performing further work.

Without incurring any liability to Customer, Spaulding Decon may either suspend or terminate this Agreement and any service proposal if Customer fails to pay any undisputed invoice amounts within thirty (30) calendar days of the invoice date, or if Customer states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim against Customer. Following such suspension or termination, Spaulding Decon may resume work by mutual agreement after payment by Customer of all outstanding invoiced amounts and collection expenses.

Assignment of Insurance Benefits: I hereby assign any and all insurance rights, benefits, proceeds, and any causes of action under any applicable insurance policies to Spaulding Decon, for services rendered or to be rendered by Spaulding Decon. By executing this document, I intend for all rights, benefits, and proceeds for services rendered by Spaulding Decon to be irrevocably assigned solely and exclusively to Spaulding Decon. In this regard, I waive my privacy rights. I make this assignment in consideration for Spaulding Decon's agreement to perform labor, services, supply materials, and perform its obligations under this contract, including not requiring full payment at the time of service. I hereby unequivocally direct my insurance carrier(s) to release any and all information requested by Spaulding Decon, its representative, and/or its attorney for the purpose of obtaining actual benefits to be paid by my insurance carrier(s) for services rendered or to be rendered.

Insurance Authorization: Customer authorizes Customer's insurance company to make direct payment to Spaulding Decon for covered charges

the insurance company or companies listed below, which may be liable for this loss, in whole or in part, to make payment directly to Spaulding Decon for money due or to become due in connection with the Services and to insert the name of Spaulding Decon in any draft or drafts in payment of any loss. It is fully understood that Customer is personally responsible for any and all costs, charges, deductibles, or depreciation not covered by insurance. Customer understands that Customer may be required to execute an assignment of any insurance benefits. However, Customer understands that Customer is primarily liable for payment to Spaulding Decon, notwithstanding any assignment of any insurance benefits. If the insurance benefits cover only a portion of the bill for Services provided by Spaulding Decon, Customer understands that Customer is liable for the remainder. If any insurance payments relating to the work are made directly to Customer, or if any insurance check or draft names any third party, the check will be endorsed over to Spaulding Decon within three working days after receipt. Accounts, which are not paid within 30 days, will be considered delinquent and will result in additional interest/finance charges and potential collection efforts described in "Costs of Collection" below.

Lien Attachment: Any final payments, installment payments or payments for the balance due during or following project completion, will subject the property located at the job site to the appropriate legal liens, pursuant to Minnesota law, if not paid in full within ten (10) days of receipt of Notice of Non-Payment sent to Customer by Spaulding Decon

Authority: Customer affirms that Customer possesses the authority to authorize the above cleaning & removal on behalf of the owner or possessor. Customer agrees to be personally responsible for any and all charges relating to services provided by Spaulding Decon pursuant to this Agreement, if in fact Customer does not possess such authority.

Costs of Collection: If Spaulding Decon is required to engage outside representatives for the purpose of collecting payment hereunder, Customer agrees to pay all costs of collection, including reasonable attorney's fees and Spaulding Decon's legal expenses whether or not a lawsuit is filed. Interest/finance charges will be charged at the rate of 18% per annum on all delinquent accounts. The interest rate will not exceed the maximum rate permitted by applicable law.

Indemnification: To induce Spaulding Decon to enter into this Agreement, and as part of the consideration hereof, Customer hereby releases Spaulding Decon from, and agrees to indemnify Spaulding Decon and its owners, officers, managers, and employees against, and hold Spaulding Decon harmless from, any and all claims by any person or entity pertaining or relating to, arising from, or any way connected with (a) the Services, (b) the destruction or other disposition of Contaminated Property by Spaulding Decon and its owners, officers, managers, and employees; and (c) the removal of any property from the Premises at the request of the Customer and the disposition thereof. Micro-organisms (such as fungi, bacteria, viruses, etc.) are common in the environment. Water intrusion (such as floods, sewer backups, etc.) can increase levels of microbial growth. Customer agrees to defend, indemnify, release and hold harmless Spaulding Decon and its owners, officers, employees, and agents from any loss, claim, or damage, including but not limited to, emotional injury, bodily injury, or property damage, which results from or is caused by microbial contamination. Spaulding Decon may disclose that a death has occurred at the location where the Services were performed.

Change Orders, Amendments, and Modifications: An amendment or modification of this Agreement will be valid and effective only if it is in writing and signed by Customer and Spaulding Decon. Any subsequent amendment, modification, or agreement, which alters this Agreement, and which is signed by Spaulding Decon and Customer, shall be deemed a part of this Agreement and shall be controlling in case of conflict with any other provision in this Agreement. This authorization of Customer shall be final and conclusive and Spaulding Decon shall be entitled to act in reliance on said authority.

Extra Work and Changes: Biohazard technicians may bring back articles of furniture to break down at our warehouse location. There will be additional man hours on every job to decontaminate equipment, weigh and package biohazard waste, complete insurance paperwork, and dispose of non hazardous waste that may be effected by odor. If Customer directs any modification or addition to the work covered by this Agreement, the charge for that extra work shall be determined in advance and the cost shall be added to the contract price in addition to Spaulding Decon's usual fee for overhead and profit. Spaulding Decon shall do no extra work without prior written authorization of the Customer. Any authorization for extra work shall show the agreed terms and shall be approved and signed by both parties. The authorization of owner shall be final and conclusive and Spaulding Decon shall be entitled to act in reliance on said authority.

Limitation of Liability: The liability of Spaulding Decon, including but not limited to Customer's claims of contributions and indemnification related to third party claims arising out of services rendered by Spaulding Decon, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the lesser of (i) two thousand dollars (\$2,000.00) or (ii) payment received by Spaulding Decon from Customer for the particular service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, Spaulding Decon shall not be liable for any special, indirect, consequential, collateral, lost profits, or punitive damages. Customer agrees to limit the liability of Spaulding Decon to Customer and any other third party for any damage on account of any error, omission or negligence to a sum not to exceed the lesser of (i) two thousand dollars (\$2,000.00) or (ii) the payment received by Spaulding Decon for the particular service provided giving rise to the claim. The limitation of liability set forth herein is for any and all matters for which Spaulding Decon may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

Customer's exclusive remedy for any claim arising out of or relating to this Agreement will be for Spaulding Decon, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Spaulding Decon is at fault, or (ii) return to Customer the fees paid by Customer to Spaulding Decon for the particular service provided that gives rise to the claim, subject to the limitation contained above. Customer agrees that it will not allege that this remedy fails its essential purpose.

Force Majeure: Spaulding Decon shall not have any liability for any delay or default in the performance of the Services under this Agreement if the delay or default is caused by conditions beyond its control including, but not limited to, acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or other natural disasters, government restrictions, wars, and insurrections or any change in work order. If delay or default results from any one of these causes, the completion date shall be extended for such reasonable time as may be necessary, which shall be for at least the period of time of actual delay. Customer may not occupy or enter any of the areas included in this scope of work during the performance of this Agreement.

Governing Law: The validity, interpretation, construction, and enforcement of this Agreement are governed by the laws of the State of Minnesota, excluding the laws of that state relating to the resolution of conflicts with laws of other jurisdictions.

Payment Terms for Hoarding Projects: Fifty percent (50%) of the contracted amount is due at the time this Agreement is executed. The remainder of the contracted amount is due upon completion of the Services, if the Services are completed in one day. Should the Services take more than one day to complete, twenty-five percent (25%) of the remaining amount shall be due upon completion of the second day with the final twenty-five percent (25%) due upon completion of the Services. Payment is past due if not paid upon substantial completion of the Services. If project was originally ordered for only one day, then extended by customer the remainder of the one-day total will be due at the end of that day. The extended days will be due in one lump sum at the end of the project. All past-due payments shall bear the charge of \$25.00 a day until paid in full. If the account should be past due exceeding 60 days, Spaulding Decon reserves the right to place a lien on the property where the work was conducted. Services that are performed that are paid with a credit card, debit card, or financing third-party are not eligible for payment challenges after services are provided. By signing this form, I am irrevocably consenting to allow Spaulding Decon to use and disclose information requested by a credit card entity, bank or financing company when they request such information to process and account and assist with payment. Credit card payments accepted at an additional 3% fee of contract price.

DISCARDING PERSONAL PROPERTY. Customer understands and acknowledges that during the rendering of the Services, no personal property or other items, except for animal and/or human waste, will be removed or discarded by Spaulding Decon or any of its authorized agents unless specifically instructed by the Customer.

I, ("Customer"), hereby acknowledge that I have requested and contracted Spaulding Decon to perform the Services as described in the Hoarding

clutter. I further acknowledge that Spaulding Decon will not remove or dispose of any personal property from the Premises without my express authorization. In consideration of Spaulding Decon performing the requested Services, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Spaulding Decon, and its officers, agents or employees (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss or damage that may be sustained to any property, real or personal, belonging to me or located on the property.

IN SIGNING THIS RELEASE AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT that I have read and understand the foregoing provisions; that I sign this agreement voluntarily as our own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; that I am at least eighteen (18) years of age and fully competent; and I execute this Release and Waiver of Liability for full, adequate and complete consideration fully intending to be bound by same.

Meth Lab Projects: The undersigned ("Customer") employs and authorizes Spaulding Decon and its employees, agents, and subcontractors to enter and exit the premises described above as necessary to provide testing for methamphetamine, other drug lab substances, and other services as more specifically set forth. The assessment, testing, removal and/or decontamination of all clandestine drug lab containing materials specified by Customer for removal or decontamination (the "Services"). The nature of the Services is referred to as "decontamination," even though it may sometime involve encapsulation or removal of materials. Our engagement under this Agreement includes only those service specified in the service proposal and scope of work. Customer agrees it will not hold Spaulding Decon liable for not performing additional services that Customer has not instructed Spaulding Decon to perform, and Customer expressly waives any claim against Spaulding Decon resulting from its failure to perform recommended additional services that Customer has not authorized Spaulding Decon to perform. The services of Spaulding Decon do not include wall and floor repair, painting, and/or janitorial services; unless otherwise stated.

Customer understands that it may be necessary for Spaulding Decon to cut away and remove portions of the various components of the premises, including, without limitation; sheet rock, carpet, tiles, floor covering, doors, and ceiling tiles, depending upon the scope, extent, and nature of the bio-hazardous trauma for the purpose of providing the Services (the "Removal") as set forth in the service proposal and scope of work. The Removal will be necessary in order to properly sanitize and reclaim the premises from the effects of the incident. Customer consents to any actions deemed necessary by Spaulding Decon, in its sole and absolute discretion, to provide the Services without the necessity of Spaulding Decon repairing or restoring the premises to its original condition before or after the incident.

EXAMPLE of addition to contract: Customer and Spaulding Decon have agreed that a full decontamination of both levels of the home by hot water extraction may not be possible. Spaulding Decon has determined that this process may not address the surfaces in the unfinished basement due to absorption in the walls and the inability for personnel to hand scrub the ceiling. Both parties agree to attempt a standard decontamination on the entire interior, test the surfaces for methamphetamine residue levels, then make a determination whether or not to encapsulate the basement. The service proposal guarantees full decontamination of the main floor, the basement may or may not need further service i.e., encapsulation with a paint sealant and/or encapsulation by hanging sheet rock, taping, and texture, depending on the sample levels.

Discarding Personal Property: Due to the nature of the Services to be provided by Spaulding Decon under this Agreement, Customer understands and acknowledges that (a) often times it is cost-prohibitive for Spaulding Decon to clean, sanitize, or decontaminate certain items of personal property and (b) Spaulding Decon, acting through its employees, agents, and subcontractors, must exercise discretion in determining which items should be cleaned, sanitized, or decontaminated and which items should be discarded. Customer authorizes Spaulding Decon to exercise its discretion and to salvage as much of the contaminated property as is reasonably possible and economically feasible (given possible health risks). In exercising such discretion with respect to any particular item of personal property, Spaulding Decon shall consider among other factors the condition and value of such item and the cost to clean, sanitize, or decontaminate it. If Customer requests Spaulding Decon to dispose of any item of personal property that in the judgment of Spaulding Decon, is not contaminated, the Customer authorizes Spaulding Decon to make any disposition of such item as Spaulding Decon may deem appropriate in the sole and absolute discretion, even if Spaulding Decon elects to retain such items for its own benefit.

Customer understands that Customer is responsible for securing the premises both during and after the performance of the Services by Spaulding Decon. Spaulding Decon shall not be responsible for any loss and/or damage to the premises or any personal property located therein, caused by a failure to secure the premises.

Payment Terms for Meth Projects: Customer will need to secure services with a credit card. Customer will have the option of payment by personal check or credit card provided once the Services are completed. In exchange for the Services, Customer will pay Spaulding Decon according to the following schedule: The sum of _____, Customer must pay a 50% deposit prior to the start of work and the remaining 50% after the work is complete. Spaulding Decon's Final Report, sampling analysis reports, and all other supporting documentation will not be made available until full payment is received. All work order additions and or omissions must be approved by Spaulding Decon. Services that are performed that are paid with a credit card, debit card, or financing third-party are not eligible for payment challenges after services are provided. By signing this form, I am irrevocably consenting to allow Spaulding Decon to use and disclose information requested by a credit card entity, bank or financing company when they request such information to process and account and assist with payment.

Credit card payments accepted at an additional 3% fee of contract price.

If payment of services becomes overdue; the credit card on file will be charged accordingly. If any insurance payments relating to the Services are made directly to Customer, or if any insurance check or draft names any third party, the check will be endorsed over to Spaulding Decon within three working days after receipt. Upon completion of the Services, Spaulding Decon will bill the insurance company as provided above.

A final invoice will be submitted at project completion by Spaulding Decon for payment by Customer. A final payment is due upon receipt and is past due seven (7) business days from receipt of invoice. If Customer has any valid reason for disputing any portion of an invoice, Customer will so notify Spaulding Decon within seven (7) calendar days of receipt of invoice by Customer, and if no such notification is given, the invoice will be deemed valid. The portion of Spaulding Decon's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

Mold Remediation Projects

Scope: The undersigned ("Customer") employs and authorizes Spaulding Decon and its employees, agents, and subcontractors to enter and exit the premises described above as necessary to provide testing for mold and remediation services.

The assessment, testing, removal and/or decontamination of all mold containing materials specified by Customer for removal or decontamination (the "Services").

The nature of the Services is referred to as "decontamination," even though it may sometime involve encapsulation or removal of materials. Our engagement under this Agreement includes only those service specified in the service proposal and scope of work. Customer agrees it will not hold Spaulding Decon liable for not performing additional services that Customer has not instructed Spaulding Decon to perform, and Customer expressly waives any claim against Spaulding Decon resulting from its failure to perform recommended additional services that Customer has not authorized Spaulding Decon to perform. The services of Spaulding Decon do not include wall and floor repair, painting, and/or janitorial services; unless otherwise stated.

Customer understands that it may be necessary for Spaulding Decon to cut away and remove portions of the various components of the premises, including, without limitation; sheet rock, carpet, tiles, floor covering, doors, and ceiling tiles, depending upon the scope, extent, and nature of the bio-hazardous trauma for the purpose of providing the Services (the "Removal") as set forth in the service proposal and scope of work. The Removal will be necessary in order to properly sanitize and reclaim the premises from the effects of the incident. Customer consents to any actions deemed necessary by Spaulding Decon, in its sole and absolute discretion, to provide the Services without the necessity of Spaulding Decon repairing or restoring the premises to its original condition before or after the incident.

warrant that I will read the following agreement carefully, and I understand that I am bound by all the terms of this contract. I further warrant that I have received, read thoroughly and agreed to the bid for this work, to be performed by Spaulding Decon and agree to the scope of work described therein, as well as the terms of this contract. I will promptly call the company with any questions I may have, and have been given the chance, or have waived the right to have legal counsel review this contract prior to the actual remediation.

OUTSIDE THE SCOPE OF THE REMEDIATION: Any area which has not been exposed to view, is concealed or inaccessible is not included in this remediation. The remediation does NOT include any areas not discussed prior to remediation, and I agree to assume all risks for all conditions which are concealed from view at the time of the bid and/or the remediation. Whether or not they are concealed, the following are **OUTSIDE THE SCOPE OF THIS REMEDIATION:** Building code or zoning ordinance violations. Geological stability or soils condition. Structural stability or engineering analysis. Termites, pests or other infesting or wood destroying organisms. Asbestos, radon, formaldehyde, lead, water or air systems and quality. Electromagnetic radiation or environmental hazards. Building value appraisal or cost estimates. Condition of detached buildings. Pools or spas bodies and underground piping. Private water or private sewage systems. Saunas, steam-baths or their fixtures and equipment. Radio-controlled devices, automatic gates, elevators and lifts. Dumbwaiters and thermostatic or time clock controls. Water softener/purifier systems or solar heating systems. Furnace heat exchangers, freestanding appliances, security alarms or personal property. Adequacy or efficiency of any system or component. Prediction of life expectancy of any item. Some of the above items may be included in this contract if they are discussed specifically in this contract or the final bid for this project.

LIMITATION ON LIABILITY: The liability of Spaulding Decon, including but not limited to Customer's claims of contributions and indemnification related to third party claims arising out of services rendered by Spaulding Decon, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the lesser of (i) two thousand dollars (\$2,000.00) or (ii) payment received by Spaulding Decon from Customer for the particular service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, Spaulding Decon shall not be liable for any special, indirect, consequential, collateral, lost profits, or punitive damages. Customer agrees to limit the liability of Spaulding Decon to Customer and any other third party for any damage on account of any error, omission or negligence to a sum not to exceed the lesser of (i) two thousand dollars (\$2,000.00) or (ii) the payment received by Spaulding Decon for the particular service provided giving rise to the claim.

City of Milwaukee
Violations Bureau

Workstation ID : teutoniareg01
Drawer ID : TEUPR04062018

Workstation
Session No. : 64200
Drawer
Session No. : 81760

Receipt Number : 3227475
Payment Date : 04/06/2018
Payment Time : 01:39 PM

Item Description : Parking
Issue # : 108758230
Pay Plan # :
Amount Due : \$20.00
Amount Paid : \$20.00
Balance Due : \$0.00

Paid by : CASH
Amount Due : \$20.00
Amount Paid : \$20.00
Amount Tendered : \$20.00
Amount Change : \$0.00
Cashier ID : PRAMIREZ

Thank You for Your Payment!

RECEIVED
OFFICE OF CITY ATTORNEY

APR 17 2018

4:00 A.M./P.M.

SCOPE OF WORK - STRUCTURE

THIS IS AN INITIAL ESTIMATE ONLY based on our initial review. This Estimate may be subject to change upon further discovery as we conduct work. We will notify you and seek pre-approval for a change order. Invoiced charges will be based upon actual work performed.

Date:

Customer Name:

Job Location:

Insurance: Claim #:

1 WHAT AREAS / PROPERTY REQUIRE CLEAN-UP?

Affected Area(s):	Primary Affected Area(s):	Secondary Affected Area(s):	Personal Property
	Entire Home		

2 WHAT ARE YOUR SERVICE OPTIONS?

Service Option:	BioRemoval	BioSafe	BioHome	Personal Property
Description:	<p>Removal and disposal of the visible biological materials and/or other specified foreign matter</p> <p>Often an URGENT step to prevent biological fluids causing further damage</p> <p>May require the removal of affected structure (e.g. carpet, trim, subfloor, drywall, etc.) and/or personal property</p> <p>Isolation of affected areas to avoid cross-contamination</p> <p>Localized wipe-down of directly affected areas</p>	<p>BioSafe PLUS:</p> <p>Cleaning, disinfection and deodorizing of the primary affected areas</p> <p>May require movement of property for access to surfaces and preparation of surfaces prior to cleaning</p> <p><i>If applicable, contamination testing of affected areas before and after cleaning</i></p> <p><i>If applicable, Certificate of Treatment guaranteeing disinfection of primary affected areas</i></p> <p>100% Satisfaction Guarantee</p>	<p>BioSafe PLUS:</p> <p>Cleaning, disinfection and deodorizing of secondary affected areas</p> <p>Often necessary to eliminate potential cross-contamination from primary to secondary affected areas either by traffic or bacteria</p> <p>Typically necessary to eliminate a strong odor throughout the home</p> <p><i>If applicable, Certificate of Treatment also covers secondary areas</i></p> <p>100% Satisfaction Guarantee</p>	<p>Cleaning and disinfection of select affected personal property</p> <p>May require the disposal of personal property that cannot be cleaned – typically anything that is porous</p> <p>May include the disposal of personal property at the request of the customer</p>
Estimated Man-hours:	N/A	N/A	90.00	N/A
Estimated Bio-boxes:	N/A	N/A	0	N/A

RECEIVED
OFFICE OF CITY ATTORNEY

APR 17 2018

4:00 A.M./P.M.

PLEASE INITIAL WHICH OPTION(S) YOU SELECT:

OR OR AND

3 HOW MUCH DO WE ESTIMATE EACH SERVICE OPTION WILL COST?

Net Estimated Price (excl. Sales Tax):	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="\$18,495.62"/>	<input type="text" value="N/A"/>
--	----------------------------------	----------------------------------	--	----------------------------------

- Supervisor: \$285/hour
- Technician: \$275/hour/each
- Dispatch Fee: \$475
- Offsite Demobilization: \$375
- Supplies: approx. 16% of total
- Equipment: approx. 14% of total
- O&P: 10% of Labor/Boxes
- Sales Tax: to be added
- Truck Disinfection: \$275
- ATP Testing: \$245/test
- Bioboxes: \$408/each

A detailed cost breakdown can be provided upon request.

If you have homeowners' insurance coverage for this residential loss, we will bill directly to your insurance carrier, subject to your deductible and policy limits. If you do not have homeowners' insurance coverage for this residential loss, or this is a non-residential loss, we are available to discuss payment options.

4 WHAT IS OUR PROFESSIONAL RECOMMENDATION?

Professionally we recommend the BioSafe scope of work. BioSafe will ensure that ALL biological material, both visible and invisible, is removed and that any risk to you, your family, friends or other guests is eliminated.

2.1 OTHER SPECIFIC SERVICE NOTES?

I have read this Initial Estimate and agree to the pricing and scope of work indicated herein, which also sets forth any verbal discussions and representations. I acknowledge that I have the authority to, and do hereby authorize Aftermath to perform the services as specified herein.

Customer Signature Customer Name Date, Time