

April 11, 2023

City Clerk
Attn: Claims
City of Milwaukee
200 E. Wells Street, Room 205
Milwaukee, WI 53202-3567

VIA FEDERAL EXPRESS

RE: Highland Park Apartments
Milwaukee, WI

Dear Representative:

As outlined in the City's instructions for filing a claim, Sherman Associates, Inc., the management agent for Highland Park Apartments, hereby is filing a claim for damages caused by the City's staff at this property.

As outlined in the recap provided in the attached packet, this incident occurred on March 11, 2023. The cause of this damage was the incorrect installation by City staff of one of the replacement water meters needed at the property. Sherman Associates has connected with the City and toured the damaged area with the City's project manager. A record of this visit should be available within your records.

The cost of the repairs required because of the actions of City staff totals \$164,362, as shown in the attached packet. Please connect with me at 612.337.2608 or sanderson@sherman-associates.com with any questions you may have to finalize this claim.

Sincerely,



Shiva M. Anderson
Senior Vice President
Corporate Compliance

OFFICE OF CITY ATTORNEY
13 APR 23 PM 08:12

CITY OF MILWAUKEE
2023 APR 12 PM 2:28
CITY CLERK'S OFFICE

Property: Highland Park Apartments
Location: 1145 N. Callahan Place, Milwaukee
Date of Incident: March 11, 2023
Time: 1:29 a.m.

Description

Date	Description
3/10/23	City replaced water meters in all 3 buildings including the location outlined above
3/11/23	<p>On-call maintenance technicians responded to several no heat/no hot water calls. Upon approaching the basement in building 1145 N. Callahan Place, they noticed high level of standing water in basement. Upon investigation, they determined that water meeting connection has failed. They contacted the City and they were advised to let the water run until Monday.</p> <p>Due to amount of accumulating water as well as no heat/hot water in this building, Ideal Mechanical was contacted to address this issue to avoid further damage. Ideal Mechanical was able to shut the water down and scheduled a time to return to the property the next day.</p>
3/12/23	Ideal Mechanical managed to restore heat in the building, but hot water could not be restored until 3/13/23. Management was at the property and distributed notices to all residents informing them of the situation.
3/12/23	Management connected with Sid Grinker to schedule restoration process and scheduled it for 3/13/23. Requesting a full scope and pricing for restoration.
3/13/23	Ideal Mechanical repaired water meter connections and temporary restored functionality of boilers and water heaters.
3/13/23	Management contacted Otis Elevator to inspect elevator equipment since the motors were submerged in standing water causing it to shut down.

Highland Park Apartments
Water Meter Break
March 12, 2023

Mitigation Work

Description	Quantity	Units	Cost	Total	Vendor
Sherman-on call Technicians	32	hrs	\$75	\$2,400	
Water Mitigation Services (Vendor) - Labor	7	hrs	\$871	\$6,031	Sid Grinker
Water Mitigation Services (Vendor) - Equipment	7	days	\$1,371	\$9,508	Sid Grinker
Water Mitigation Services (Vendor) - temporary electric	1	ls	\$7,500	\$7,500	Sub to Sid Grinker
Dry Out and restart of boilers	4	hrs	\$100	\$400	Sherman Tech
Dry out and restart of water heaters	6	hrs	\$100	\$600	Sherman Tech
Water line repairs (Vendor)	1	ls	\$500	\$495	Ideal Mechanical
				\$26,934	

Repairs/Replacement

Description	Quantity	Units	Cost	Total	Vendor
Boilers	2	each	\$23,578	\$47,156	
Water Heaters	3	each	\$15,648	\$46,944	
Elevator Pumps/Drain/Clean/Replace Hydraulic Fluid	1	each	\$28,362	\$28,362	
Repairs - Sheetrock, painting, flooring	1	ls	\$4,276	\$4,276	
Maintenance Technician Overtime and Support	15	hrs	\$100	\$1,500	
Clean Elevator Pit	100	sq.ft.	\$5	\$500	
Contingency of possible missed items-5%			\$5,690	\$5,690	
				\$134,428	

Other - Concessions to 40 units on levels 2 and 3
\$25 per month for 3 months

40	\$75	\$3,000
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Total of Claim

	\$164,362
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PROPERTY INCIDENT REPORT

This report must be completed and emailed to incidents@sherman-associates.com no later than 24 hours after the incident.

Property:	Highland Park Apartments	Address	1145 N. Callahan Place
Date of Incident:	3/12/23	Time of Incident:	1:29 AM
Contact Person:	Anthony Johnson	Phone #:	414-202-4698

A. Injury sustained: ☐ Yes ☒ No If Yes, please supply the following information:

Name and address of injured person:	NA
Phone number:	
Nature of injury:	
Name of physician and/or hospital:	
Was treatment and/or exam refused:	
Reason for being on premises:	

B. Damage to property: ☒ Yes ☐ No Please describe the property damage

The basement was flooded with two feet of water. The hot water tanks and boiler were partial submerged.

C. Description of Incident:

The basement was flooded with two feet of water due to a poor installation of a water meter; that was installed by the City of Milwaukee the day before. Plumbers and property restorators were called to the property to get the heat and hot water restored.

D. Police and/or Fire Department notified: ☐ Yes ☒ No

If Yes, Case #: _____

E. Witness

Name: _____

Person Completing Report:

Phone Number: 414-897-2 _____



1145 N. Callahan
 OFFICE OF CITY ATTORNEY
 03 JAN '23 PM 02:55

Updated 02/2021



ABOUT US

Ideal Mechanical/Pieper provides Excellent customer service, quality, and a safe experience.

Our team has the knowledge, skills, and tools to handle any project.

HVAC/Refrigeration

Equipment We Service/Maintain/Install:

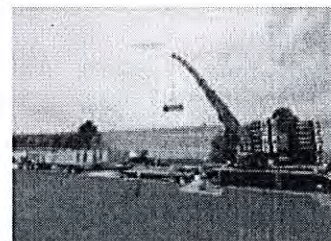
- Hydronic/Steam/Process Boilers
- Rooftop units
- Chillers/ Process Chillers
- Ventilation Systems
- Walk-in Coolers/Freezers
- Vav/VVT Systems
- Building Automation Systems
- Pneumatics
- Air handlers
- Make-up air systems
- Refrigeration
- Environmental Chambers
- Clean rooms

Plumbing

24 hour emergency service for all residential/ commercial properties/ multi family homes

- Sewer cleaning/ video and location services available
- Water heaters
- Process piping
- Natural gas/ air piping systems
- Cross connection control testing
- Pumps
- Water main breaks
- Remodel to new design builds
- Medical gas piping

Free estimates on commercial!



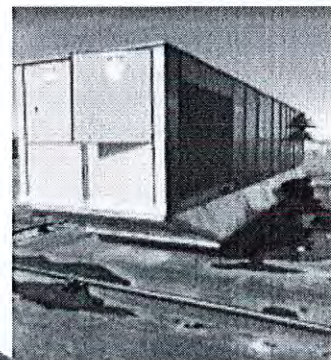
CONTACT US

Call us today!

Dispatch Number (414-358-2505)

Service Manager Ron Chouinard (262-219-2860)

Plumbing Manager Craig Backus (414-788-0091)





PIEPER ELECTRIC, INC. dba **IDEAL MECHANICAL** | Solutions Powered by People Since 1947

March 23rd 2023

Highland Park
233 Park Avenue
Suite 201
Minneapolis MN 55415

Subject: 1145 N Calahan Court Milwaukee Wi 53205 - Replacement of 1 boiler – LGB-7 S3 Water Boiler

Replacement of (1) Boiler:

We are pleased to provide the following proposal for your consideration:

- Disconnect and remove old boiler
- Assemble cast iron sections for new boiler
- Adapt venting to boiler
- Connect gas and electrical to boiler
- Connect piping to new boiler
- Start up and verify operation of boiler

For the sum of.... \$47,156.00

- No premium time
- 14 week lead time

Please sign below to indicate your acceptance of this proposal and return it for our files.

NOTICE OR NOTES: THIS QUOTE IS VALIDATE FOR **10 BUSINESS DAYS OF RECIEVING;** HOWEVER, THE PROPOSAL FOR THIS SCOPE OF WORK HAS BEEN CALCULATED BASED ON CURRENT MATERIAL PRICES. AS SUCH, WE RESERVE THE RIGHT TO VERIFY MATERIAL PRICING, AVAILABILITY OF MATERIAL AND IF NEEDED ADJUST MATERIAL PRICING DUE TO UNFORSEEN MARKET INCREASES AT THE TIME OF ACCEPTANCE OF THIS PROPOSAL.

Accepted Signature: _____

Date: _____

Sincerely,

Ron Chouinard
Service Manager | Ideal Mechanical
5477 S Westridge Ct. | New Berlin, WI 53151
O: 262-879-8349 C: 262-219-2860



PIEPER ELECTRIC, INC. dba IDEAL MECHANICAL

Rev 04 20

TERMS AND CONDITIONS OF SALE

1. LIEN NOTICE. As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

2. ENTIRE AGREEMENT. This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.

3. PROPOSAL. Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.

4. CONSTRUCTION MATERIALS. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.

5. ACCESS TO WORK AND SITE. Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.

6. INSURANCE. Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.

7. ENVIRONMENTAL HAZARDS. Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.

8. SITE CONDITIONS. Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.

9. PAYMENT. Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Seller shall furnish lien waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.

10. JOB SIGN. Buyer agrees to allow Seller to display a construction sign at the Project Site.

11. CHANGES. No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.

12. WORK STOPPAGE. Should work be stopped for any reason, including but not limited to, public authority, Force Majeure event defined in paragraph 13, or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

13. DELAY. Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or

governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, a Force Majeure event (includes but not limited to; war, riots, earthquakes, hurricanes, tornadoes, floods, lightning, explosions, energy blackouts/brownouts, lockouts, slowdowns, strikes, terrorism, unforeseen governmental legislation, action or declaration, or health emergency (including local, regional, or nation epidemic or pandemic)). Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

14. DISPUTES. These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venue in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.

15. WARRANTY. Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.

16. CONFLICTS/INCONSISTENCIES. If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

17. ASBESTOS AND TOXIC MATERIALS. This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE. Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

19. IMPAIRMENT OF CREDIT. If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.

20. HOLD HARMLESS. Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract, provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's Subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must: (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this contract. Seller shall have the sole right to manage the defense of the claim or resolve the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.

21. WORKING HOURS. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

GENERAL EXCLUSIONS. Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.

5477 South Westridge Court | New Berlin, WI 53151 | Telephone: 414-358-2505

SAFETY: Working Together for Tomorrow

PIEPER ELECTRIC, INC. ON SITE ELECTRICAL SERVICE AND MANUFACTURING

Invoice



MAIL REMITTANCE TO:
PO Box 88601, Milwaukee, WI 53288-8601

Tel. (414)462-7700 Fax (414)462-7711

IDEAL MECHANICAL
Division of Pieper Electric, Inc.
Milwaukee, Wisconsin
Telephone (414) 358-2505

PIEPER ELECTRIC
KENOSHA OFFICE
Kenosha, Wisconsin
Telephone (262) 658-1888

AUTOMATION CONTROLS & ENGINEERING
IDAC
Division of Pieper Electric, Inc.
Milwaukee, Wisconsin
Telephone (414) 462-7700

SYSTEMS TECHNOLOGIES
Division of Pieper Electric, Inc.
Milwaukee, Wisconsin
Telephone (715) 539-2877

SHERMAN ASSOCIATES/ HIGHLAND
233 PARK AVENUE, SUITE 201
MINNEAPOLIS MN 55415

Date 3/23/2023

Invoice Number	Job Number	Customer #	Dept. Class	Tax Status	Customer P.O. Number
867198	727364	14255-01	08 52	0	

CONTACT: MARK BRATTON 414-242-0077
JOB LOCATION: 1145 N. CALAHAN COURT
MILWAUKEE WI 53205

TURN WATER OFF TO THE BUILDING. REDO WATER METER SO IT DOES NOT LEAK.

TRIP CHARGE INCLUDES FUEL, SAFETY GEAR, HAND TOOLS AND MISC 30.00

1.00 S Hrs @ 135.00 135.00
1.50 D Hrs @ 202.00 303.00

TOTAL LABOR 438.00

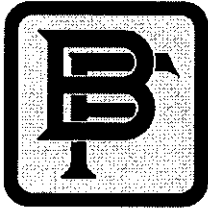
TAX 25.74

AMOUNT DUE THIS INVOICE 493.74

1.5% LATE PAYMENT CHARGE DUE AFTER 4/22/23 7.41

** Please notice our new Remit-To address above

PAYMENT DUE ON RECEIPT OF INVOICE
1 1/2 % PER MONTH INTEREST CHARGED ON ALL PAST DUE ACCOUNTS



BUTTERS-FETTING CO., INC.
MECHANICAL CONTRACTORS

1669 S. 1ST ST. MILWAUKEE, WI 53204-2999

Office: (414) 645-1535 – Fax: (414) 645-7622 – www.buttersfetting.com

Design - Build
Engineering
Turn Key Installations
Fabrication
Contract Maintenance
24-Hour Service

March 21ST, 2023

Highland Park Apartments
1110 N 17th Street
Milwaukee, WI 53233

Highland Park Water Heater Replacement

PREPARED BY:

Butters-Fetting Co. Inc.
1669 S. 1st Street
Milwaukee, WI 53204
Phone: (414) 645-1535

The Butters-Fetting Co provides the following quote per your request for installing (3) Bradford White Domestic Water Heater

FOR THE PRICE OF \$31,731.00, plus applicable tax, WE WILL PROVIDE THE FOLLOWING:

INCLUDED IN THE SCOPE OF THE PROJECT:

- Isolate Supply and Return Piping
- Disconnect Water Heater Venting
- Disconnect Gas Line
- Remove and dispose of Existing Water Heater
- Install (3) New Bradford White D80T-199-3N Heater
- Includes Electrical
- Reconnect Water Lines
- Reconnect Gas Line
- Do a complete Start up on

DEDICATED TO QUALITY AND SERVICE SINCE 1924

If you have any questions regarding this proposal, please do not hesitate to call me.

Regards,

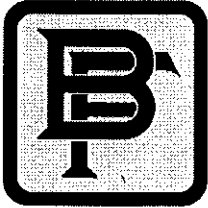
*Tony Schley
Project Manager
Office: (414) 645-1535
Cell: (414) 254-2503
Fax: (414) 645-7622
Tschley@buttersfetting.com*

Authorization _____

Date _____

Purchase Order _____

DEDICATED TO QUALITY AND SERVICE SINCE 1924



BUTTERS-FETTING CO., INC.
MECHANICAL CONTRACTORS

1669 S. 1ST ST. MILWAUKEE, WI 53204-2999

Office: (414) 645-1535 – Fax: (414) 645-7622 – www.buttersfetting.com

Design - Build
Engineering
Turn Key Installations
Fabrication
Contract Maintenance
24-Hour Service

March 21st, 2023

Highland Park Apartments
1145 N Callahan
Milwaukee, WI 53233

Re: Replacement of (2) Weil-McLain LG-7 Boilers

Thank you for the opportunity to provide this proposal to you for installing (2) Weil-McLain Cast Iron Boiler.
We are pleased to propose the following:

- Disconnect and Demo Existing Boilers and Installing New Similarly Sized Equipment
- Demo (2) Cast Iron Boilers
- Install (2) Weil McClain
- Re Pipe (2) Boilers
- Install Controls and Safeties to Meet CSD-1 Requirements
- Install Equalizing Line Between Boilers
- Reconnect Electrical to Boiler and Feed Water System
- Do a Complete Start Up on Both Boilers
- Provide 1 Year Warranty on Workmanship of Installation
- Provide Onsite Training for Facilities Personal and Sequence of Operation

The above work can be completed for the sum of \$48,153.00 Plus Applicable Taxes

If you have any questions regarding this proposal, please do not hesitate to call me.

Regards,

Tony Schley
Project Manager
Office: (414) 645-1535
Cell: (414) 254-2503
Fax: (414) 645-7622

Authorization _____

Date _____

Purchase Order _____

DEDICATED TO QUALITY AND SERVICE SINCE 1924



SID GRINKER RESTORATION INC.

Sid Grinker Restoration Inc.
1719 N. Vel R. Phillips Avenue
Milwaukee, WI 53212
Tax ID: 39-0983766

Client: Highland Park Apartments
Property: 1145 N Callahan place
Milwaukee, WI 53233

Operator: SERGIO

Estimator: SERGIO SANDINO
Position: ESTIMATOR
Company: SID GRINKER
Business: 1719 N. VEL R. PHILLIPS
MILWAUKEE, WI 53212

Business: (414) 242-5127
E-mail: SERGIO@SIDGRINKER.
COM

Type of Estimate: Water Damage

Date Entered: 3/19/2023

Date Assigned:

Price List: WIMW8X_MAR23

Labor Efficiency: Restoration/Service/Remodel

Estimate: 10453MIT

We would like to thank you for the opportunity to provide you with this invoice. The total cost for emergency mitigation services rendered is **\$27,314.21.**

The attached invoice details the specific work completed. Additional work outside of that specified in this invoice will through separate proposal(s) and/or change order(s) and supplements detailing the additional/changed scope as well as the terms and pricing of those changes.

If there are any questions please feel free to contact



SID GRINKER RESTORATION INC.

Sid Grinker Restoration Inc.
1719 N. Vel R. Phillips Avenue
Milwaukee, WI 53212
Tax ID: 39-0983766

10453MIT BASEMENT

BASEMENT

DESCRIPTION	QTY	UNIT PRICE	TOTAL
EQUIPMENT			
1. Air mover (per 24 hour period) - No monitoring 25 units for 5 days	125.00 EA @	25.56 =	3,195.00
2. Dehumidifier (per 24 hour period) - XLarge - No monitoring 9 units for 5 days Calculated for class 2 water loss based on IICRC S500 standards.	45.00 EA @	114.72 =	5,162.40
3. Equipment decontamination charge - per piece of equipment Equipment decontamination estimated for all equipment installed prior to the decontamination process as dictated in the IICRC S500 standards to minimize potential for cross contamination due to unknown biological hazards such as airborne microbes and respiratory silica dust (a known carcinogen.) Considered a necessary environmental engineering control according to OSHA guidelines on respiratory safety: 29 CFR 1910.134. 5 day dry out.	34.00 EA @	33.85 =	1,150.90

Stairway

Height: 9'

Missing Wall - Goes to Floor

3' 8" X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
LABOR			
4. Water extract from hrd surf flr - Cat 2 wtr - after hours	169.99 SF @	0.68 =	115.59
5. Asbestos test fee - full service survey - base fee	1.00 EA @	375.00 =	375.00
6. Add for personal protective equipment (hazardous cleanup)	2.00 EA @	13.89 =	27.78
7. Tear out asbestos vinyl floor covering (no haul off)	169.99 SF @	3.13 =	532.07
8. Hazardous Waste/Mold Cleaning Technician - per hour 2 technicians for 2 hours for hauling and disposing of hazardous waste from job site to disposal site	4.00 HR @	64.49 =	257.96
9. Tear out wet drywall, cleanup, bag, per LF - up to 2' tall	3.00 LF @	3.98 =	11.94
10. Clean floor	169.99 SF @	0.55 =	93.49
11. Apply plant-based anti-microbial agent to the floor - after hrs	169.99 SF @	0.42 =	71.40
REPAIRS			
12. 5/8" - drywall per LF - up to 2' tall	3.00 LF @	13.82 =	41.46
13. Seal the surface area w/oil based/hybrid stain blocker - one coat	7.20 SF @	0.79 =	5.69
14. Texture drywall - smooth / skim coat	7.20 SF @	1.99 =	14.33
15. Paint the surface area - two coats - 2 colors	27.00 SF @	1.45 =	39.15
16. Floor preparation for resilient flooring	169.99 SF @	0.71 =	120.69
17. Vinyl tile	169.99 SF @	3.99 =	678.26
18. Add for glued down application over concrete substrate	169.99 SF @	0.40 =	68.00
19. Clean floor	169.99 SF @	0.55 =	93.49

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Elevator machine room**Height: 9'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
LABOR			
20. Water extract from hrd surf flr - Cat 2 wtr - after hours	72.10 SF @	0.68 =	49.03
21. Clean with pressure/chemical spray	109.29 SF @	0.41 =	44.81

Basement**Height: 9'****Missing Wall - Goes to Floor****3' 11" X 6' 8"****Opens into BASEMENT_2**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
LABOR			
22. Water extract from hrd surf flr - Cat 2 wtr - after hours	860.64 SF @	0.68 =	585.24
23. Clean with pressure/chemical spray	999.39 SF @	0.41 =	409.75

Basement 2**Height: 9'****Missing Wall - Goes to Floor****3' 11" X 6' 8"****Opens into BASEMENT****Missing Wall - Goes to Floor****3' 11" X 6' 8"****Opens into BASEMENT_3**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
LABOR			
24. Water extract from hrd surf flr - Cat 2 wtr - after hours	589.32 SF @	0.68 =	400.74
25. Clean with pressure/chemical spray	678.65 SF @	0.41 =	278.25

Basement 3**Height: 9'****Missing Wall - Goes to Floor****3' 11" X 6' 8"****Opens into BASEMENT_2**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
LABOR			
26. Water extract from hrd surf flr - Cat 2 wtr - after hours	1,031.94 SF @	0.68 =	701.72
27. Clean with pressure/chemical spray	1,181.35 SF @	0.41 =	484.35

Stairway 2**Height: 9'**

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Missing Wall - Goes to Floor**4' X 6' 8"****Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
LABOR			
28. Water extract from hrd surf flr - Cat 2 wtr - after hours	46.65 SF @	0.68 =	31.72
29. Clean with pressure/chemical spray	75.82 SF @	0.41 =	31.09
REPAIRS			
30. 5/8" - drywall per LF - up to 2' tall	3.00 LF @	13.82 =	41.46
31. Seal the surface area w/oil based/hybrid stain blocker - one coat	7.20 SF @	0.79 =	5.69
32. Texture drywall - smooth / skim coat	7.20 SF @	1.99 =	14.33
33. Paint the surface area - two coats - 2 colors	27.00 SF @	1.45 =	39.15

Mechanical room**Height: 9'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
LABOR			
34. Water extract from hrd surf flr - Cat 2 wtr - after hours	665.42 SF @	0.68 =	452.49
35. Clean with pressure/chemical spray	769.09 SF @	0.41 =	315.33

General Conditions

DESCRIPTION	QTY	UNIT PRICE	TOTAL
GENERAL CONDITIONS			
36. Emergency service call - after business hours	1.00 EA @	247.80 =	247.80
37. Residential Supervision / Project Management - per hour	5.00 HR @	74.93 =	374.65
1. Coordinate, schedule and manage subcontractors and field staff			
2. Determining material selections with customer, ordering/purchasing of materials and expediting the pickup or delivery of materials			
3. Site inspections and quality control			
4. Permitting, plan review, posting permits, scheduling permit inspections			
5. Communication, follow up with customers throughout the entire job process			
6. Total supervision labor hours based upon 12% of total labor hours for the project			
38. Electrical (Bid Item)	1.00 EA @	7,500.00 =	7,500.00
materials and labor costs for the following: to assemble and create 3 temporary electrical panels, breakers, miscellaneous fittings, gfi outlets, 6-3 romex feeder cable (400'), 2-2-4 aluminum cable (400'), string lights, and labor to remove all temporary electrical.			
39. Cargo van and equipment - per day	2.00 EA @	128.50 =	257.00
40. Haul debris - per pickup truck load - including dump fees	1.00 EA @	180.47 =	180.47



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Grand Total Areas:

5,489.14 SF Walls	3,436.07 SF Ceiling	8,925.20 SF Walls and Ceiling
3,436.07 SF Floor	381.79 SY Flooring	603.85 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	627.19 LF Ceil. Perimeter
3,436.07 Floor Area	3,585.13 Total Area	5,489.14 Interior Wall Area
2,580.56 Exterior Wall Area	263.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary

Line Item Total	24,499.67
Material Sales Tax	27.91
Services Mat'l Tax	13.99
	<hr/>
Subtotal	24,541.57
Overhead	974.74
Profit	974.74
Service Sales Tax	823.16
	<hr/>
Replacement Cost Value	\$27,314.21
Net Claim	\$27,314.21
	<hr/> <hr/>

SERGIO SANDINO
ESTIMATOR



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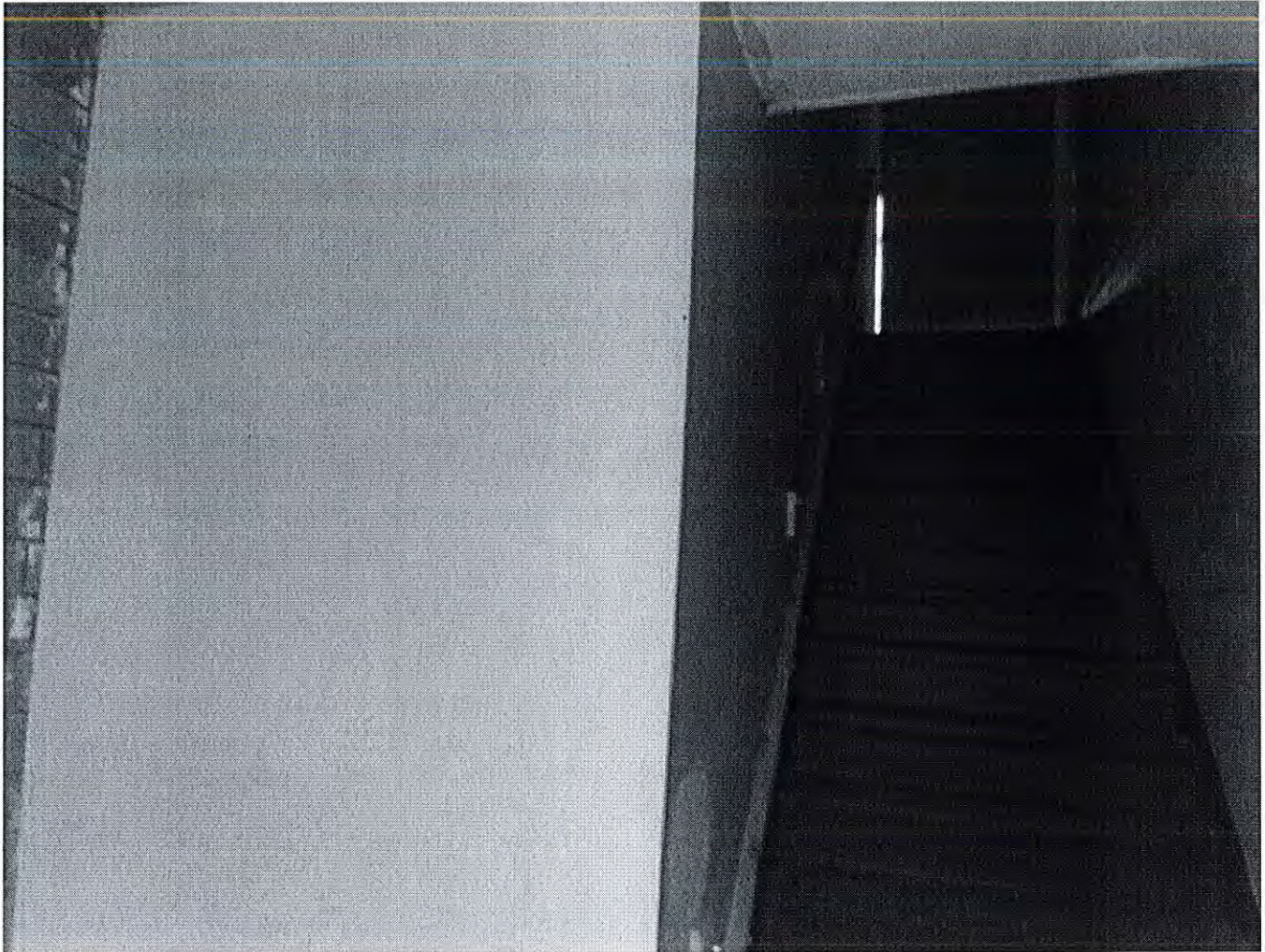


1 1-Post - mitigation(1)



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2 2-Post - mitigation(2)



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3 3-Post - mitigation(3)



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4 4-Post - mitigation(4)



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5 5-Post - mitigation(5)



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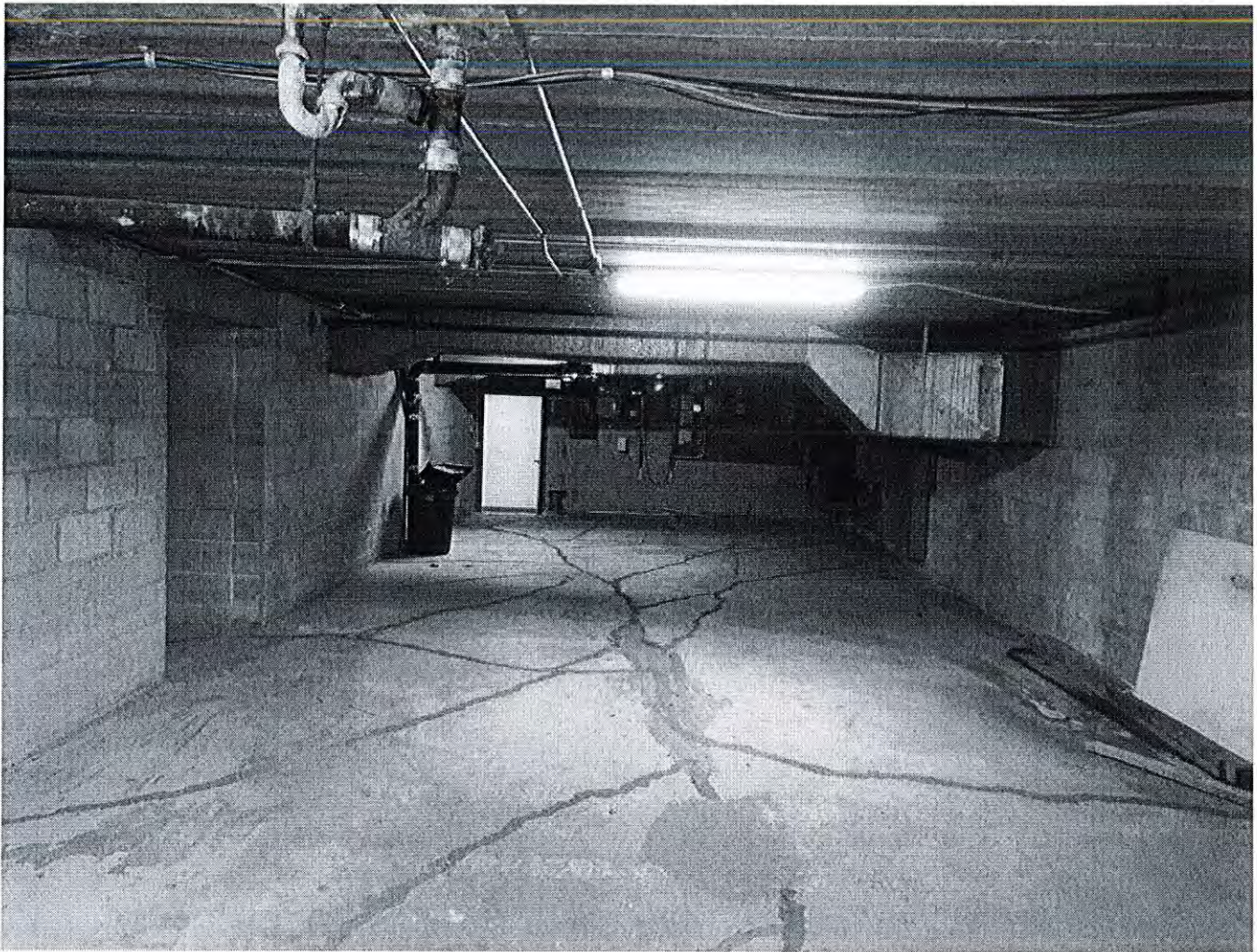


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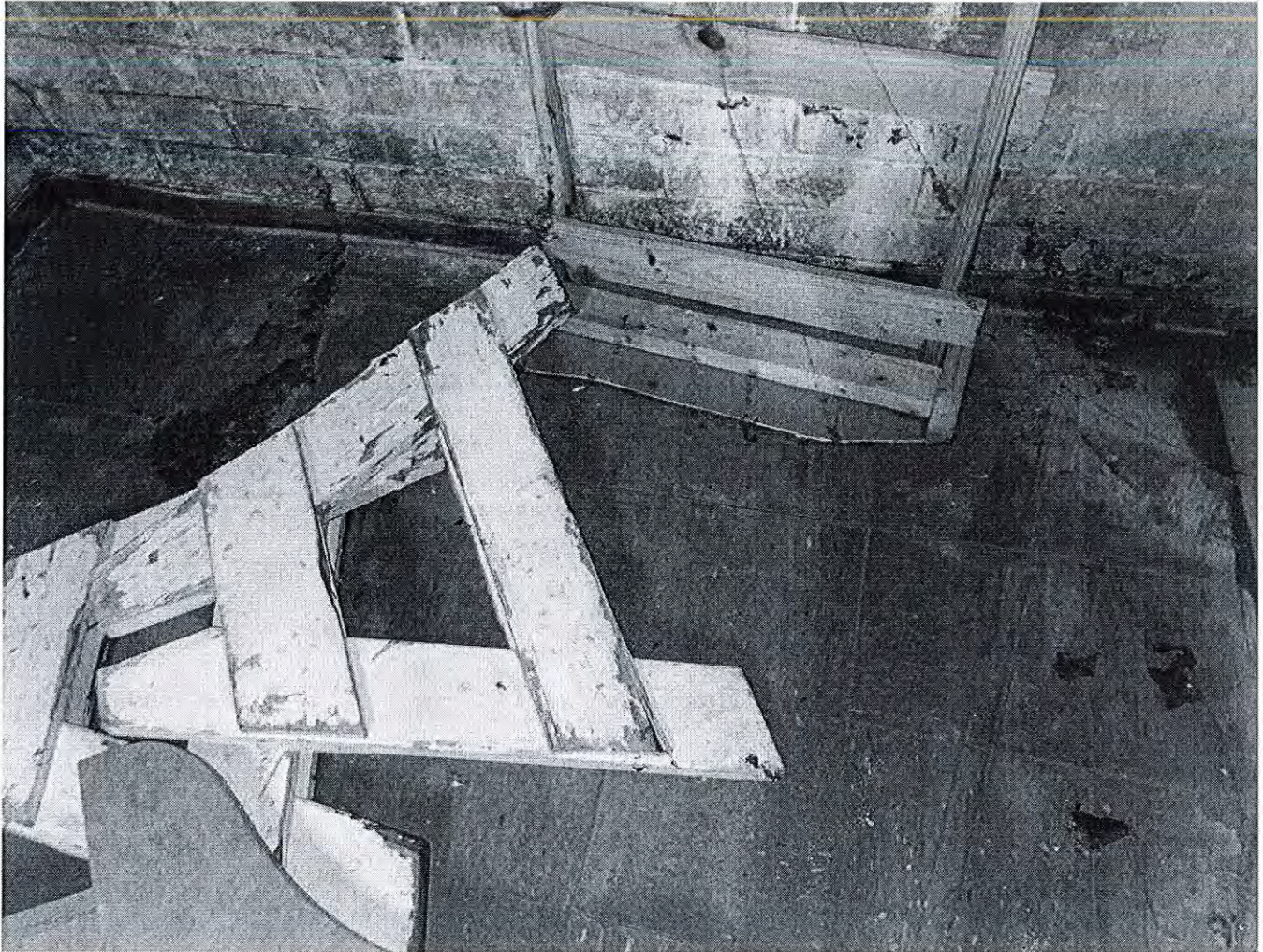


7 7-Post - mitigation(8)



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8 8-Post - mitigation(9)



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9 9-Post - mitigation(10)



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10 10-Post - mitigation(11)



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11 11-Post - mitigation(12)



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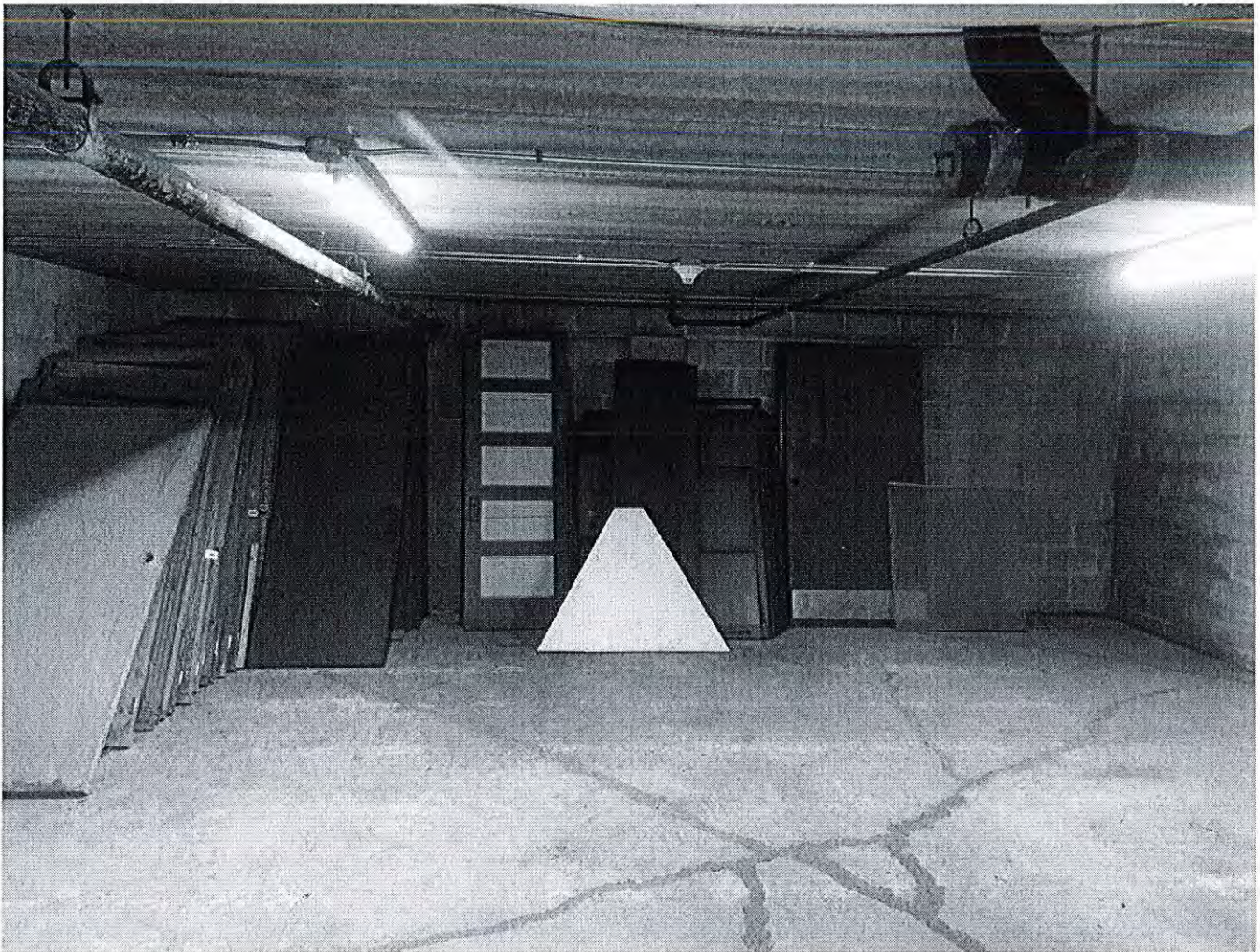


12 12-Post - mitigation(13)



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13 13-Post - mitigation(14)



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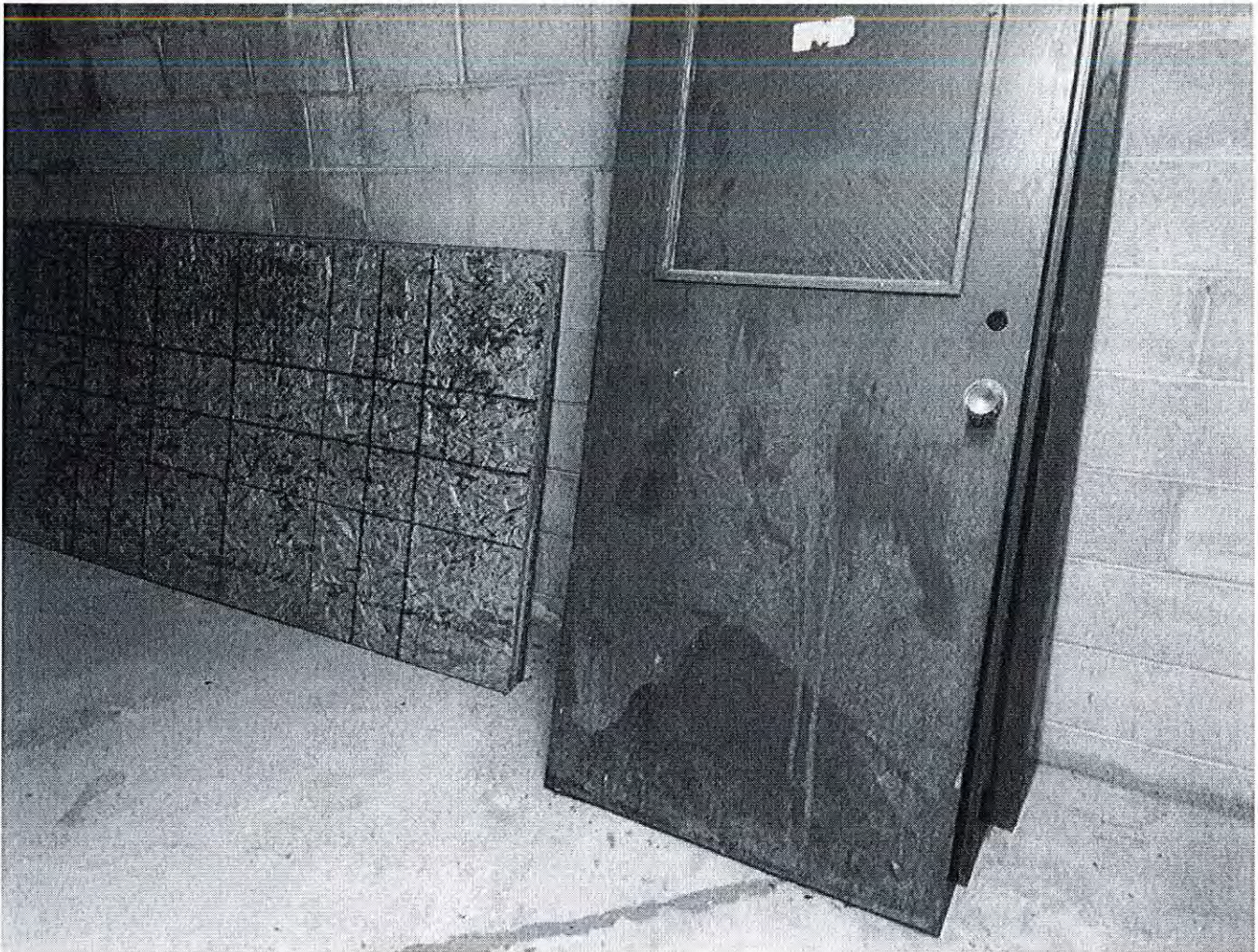


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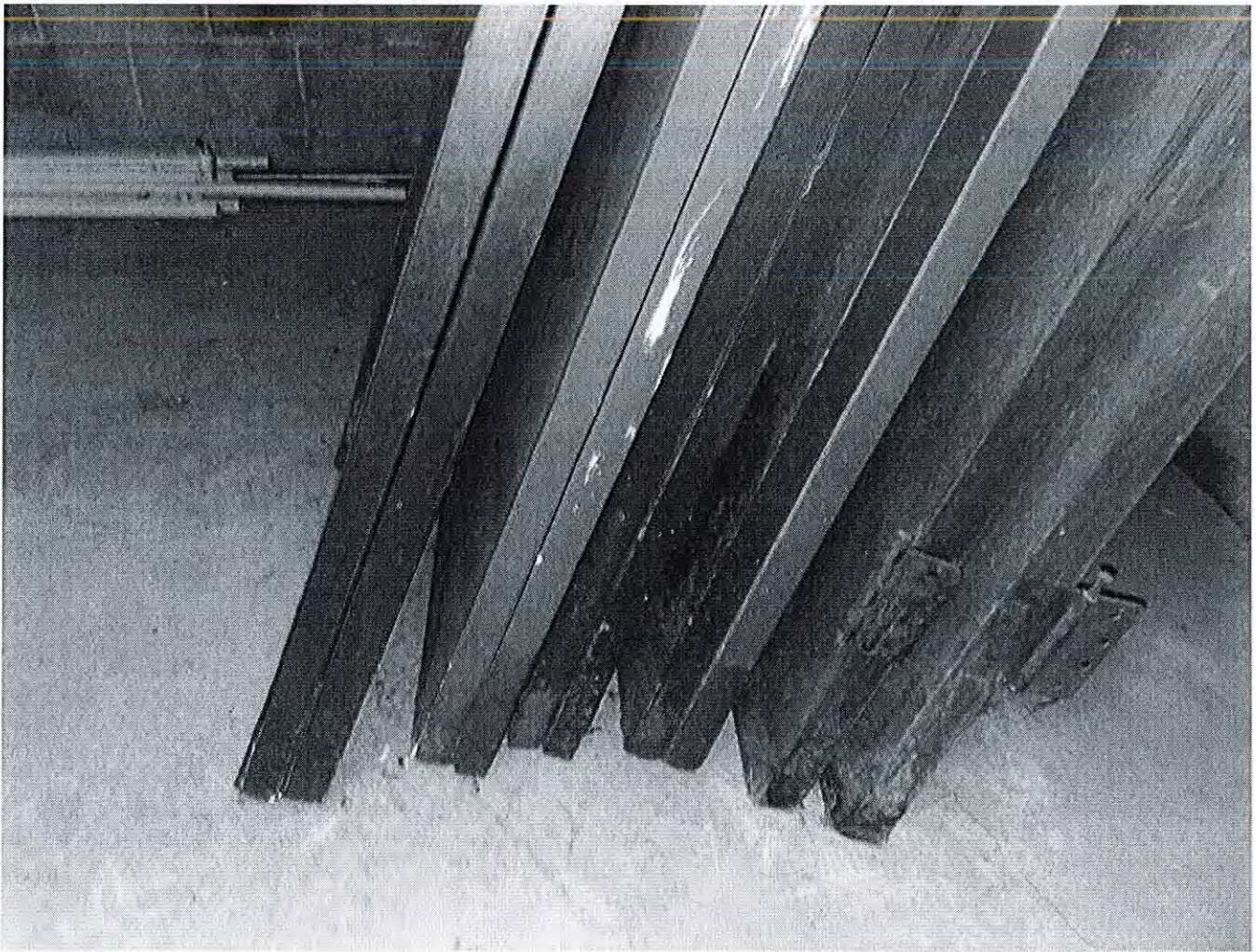


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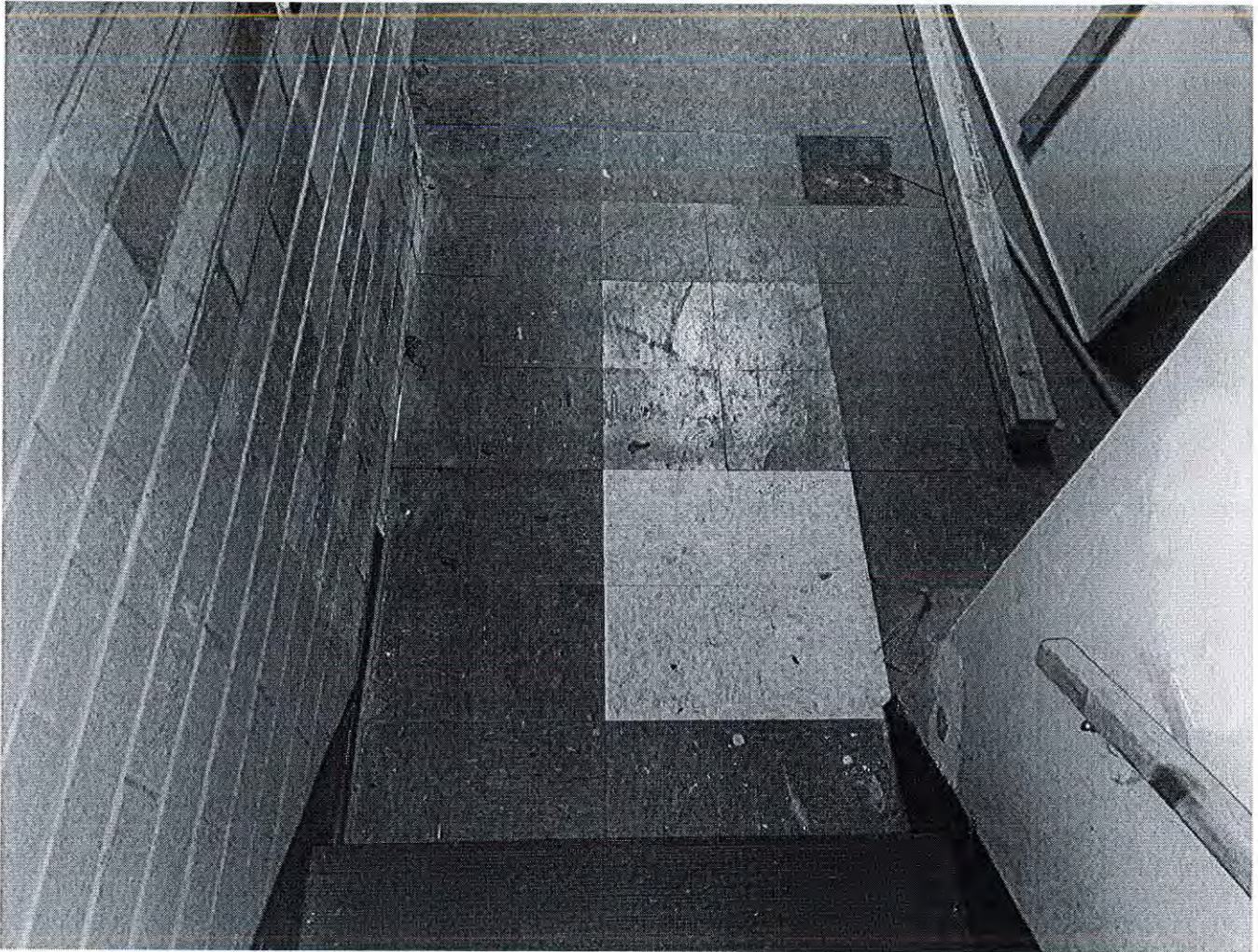


16 16-Post - mitigation(17)



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17 17-Post - mitigation(18)



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18 18-Post - mitigation(19)



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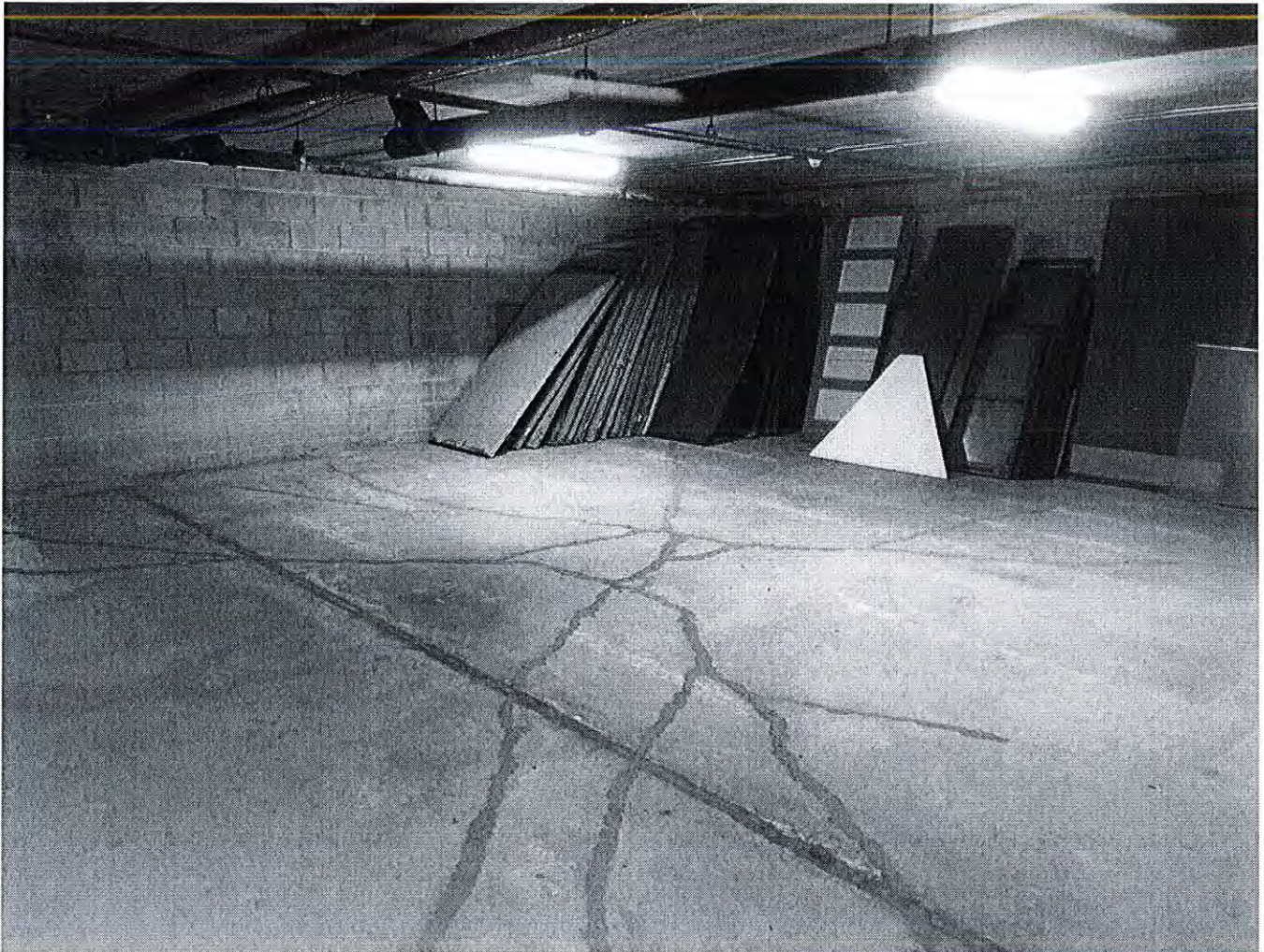


19 19-Post - mitigation(20)



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20 20-Post - mitigation(21)



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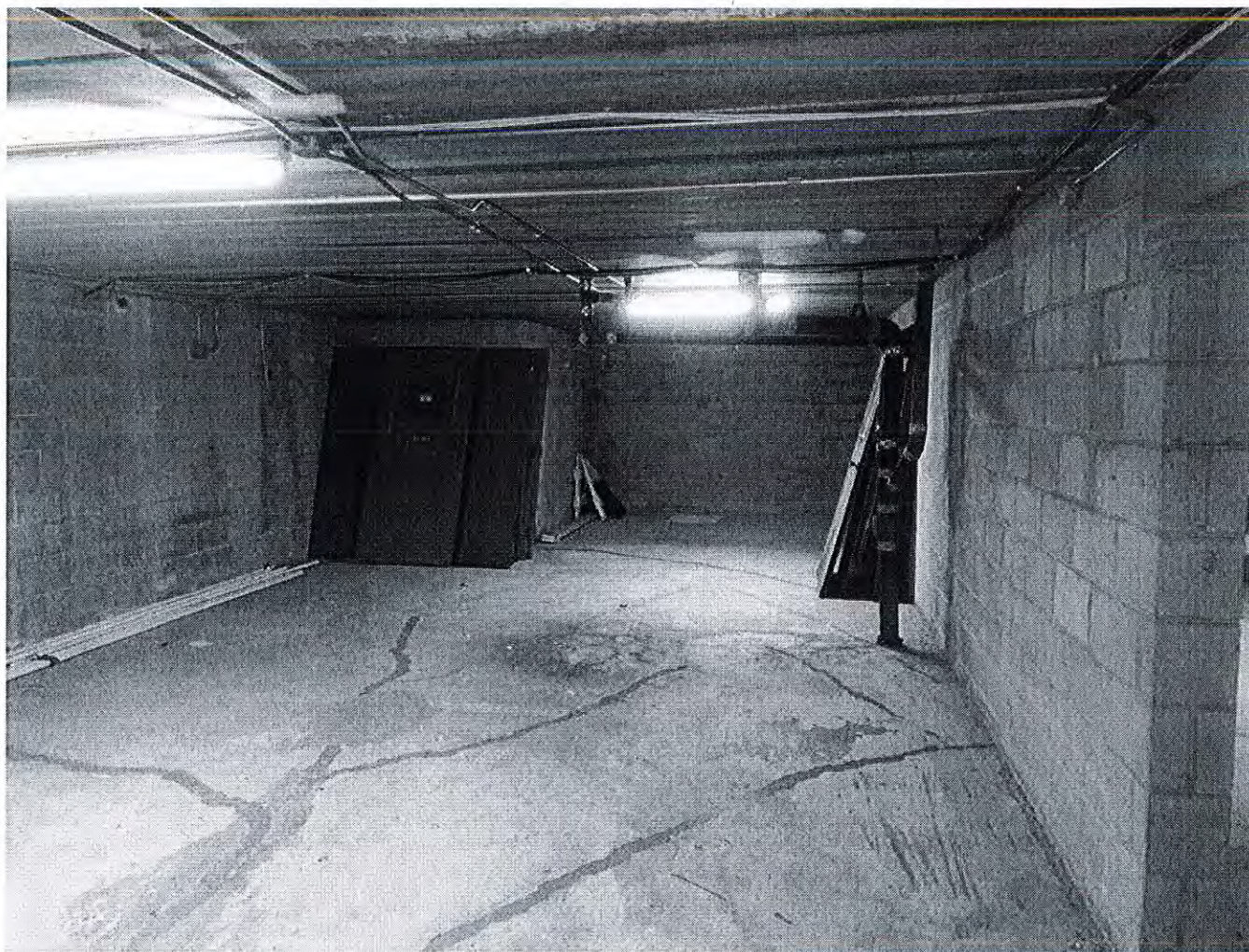


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22 22-Post - mitigation(23)



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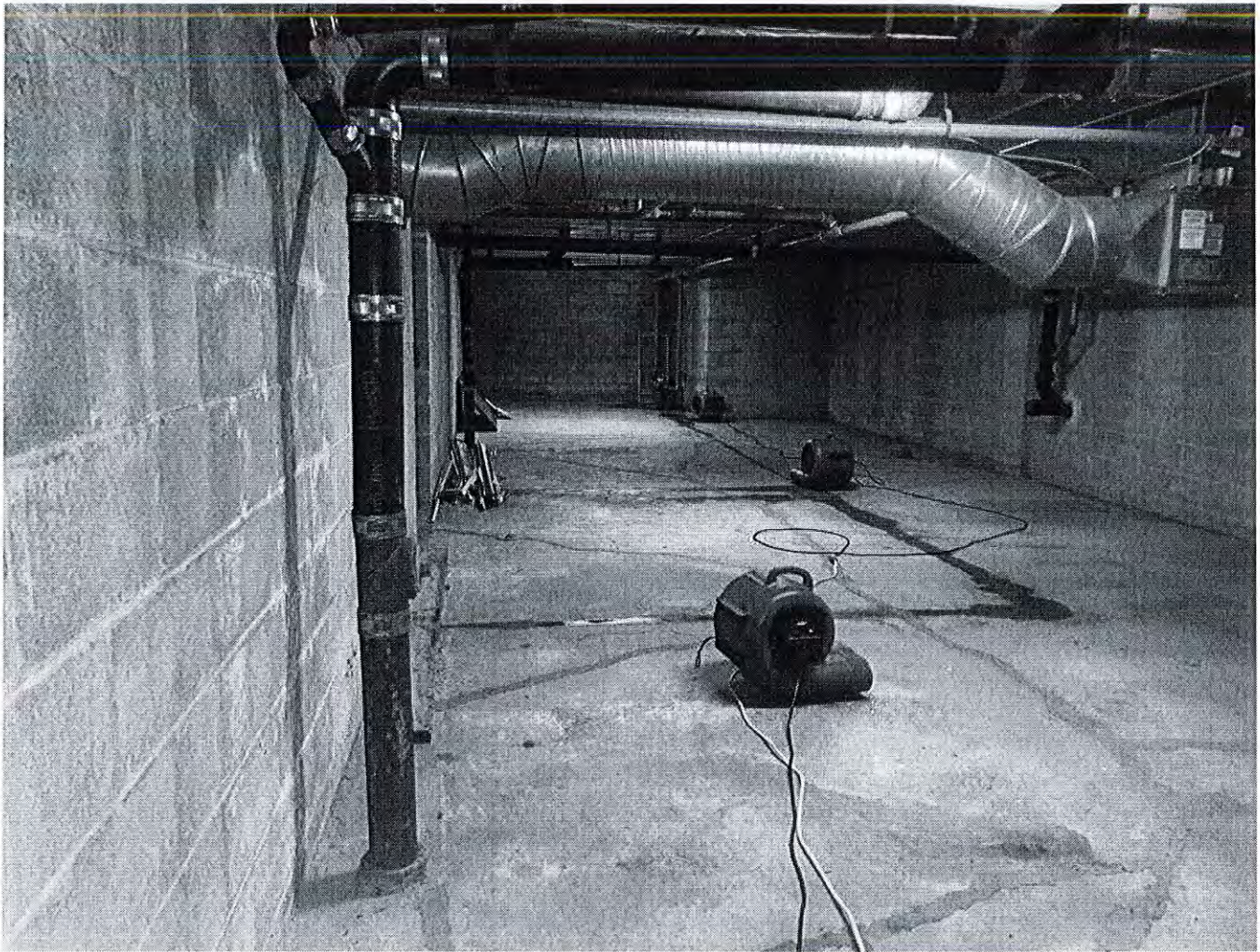


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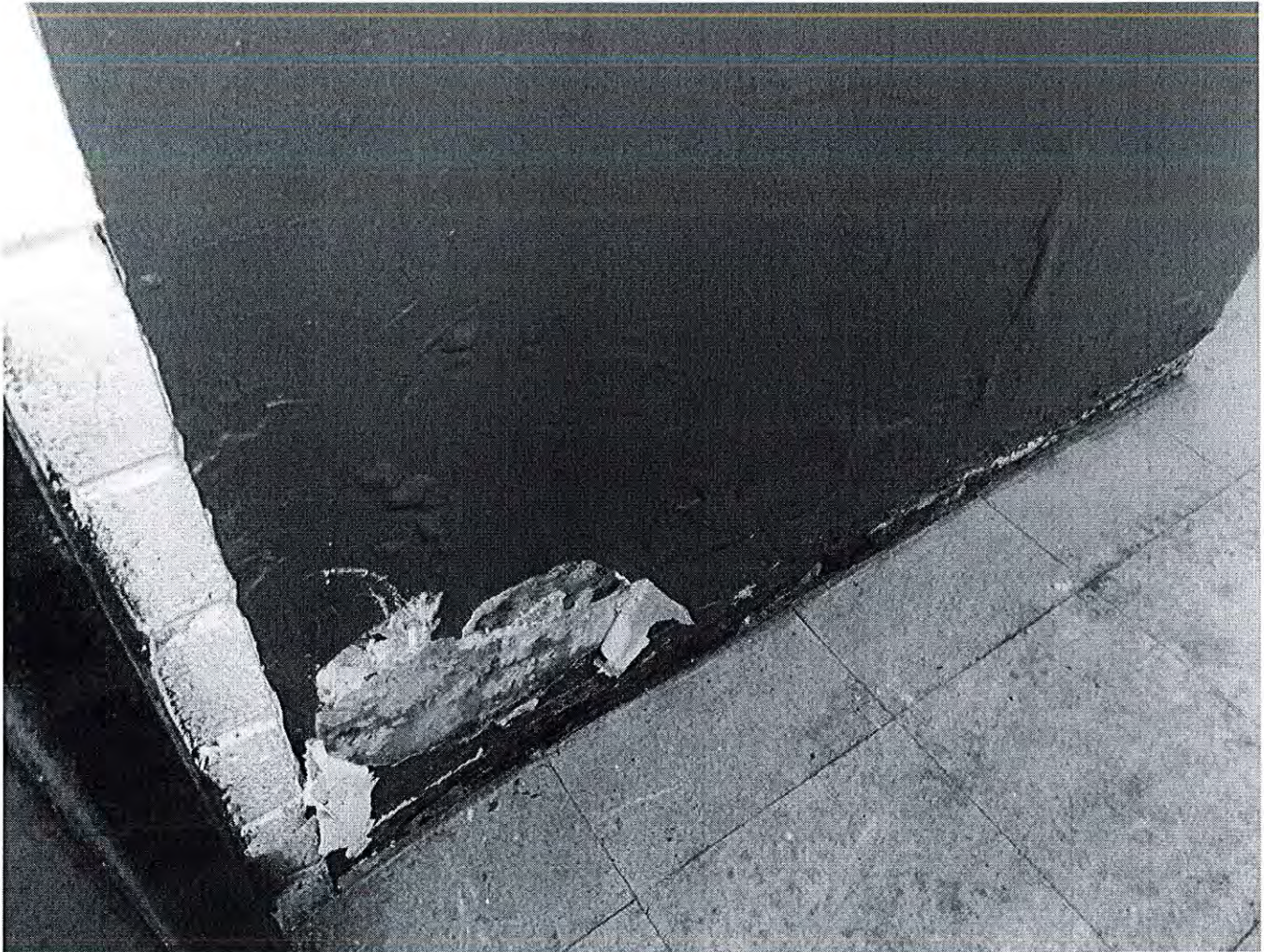


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25 25-Post - mitigation(27)



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26 26-Post - mitigation(28)



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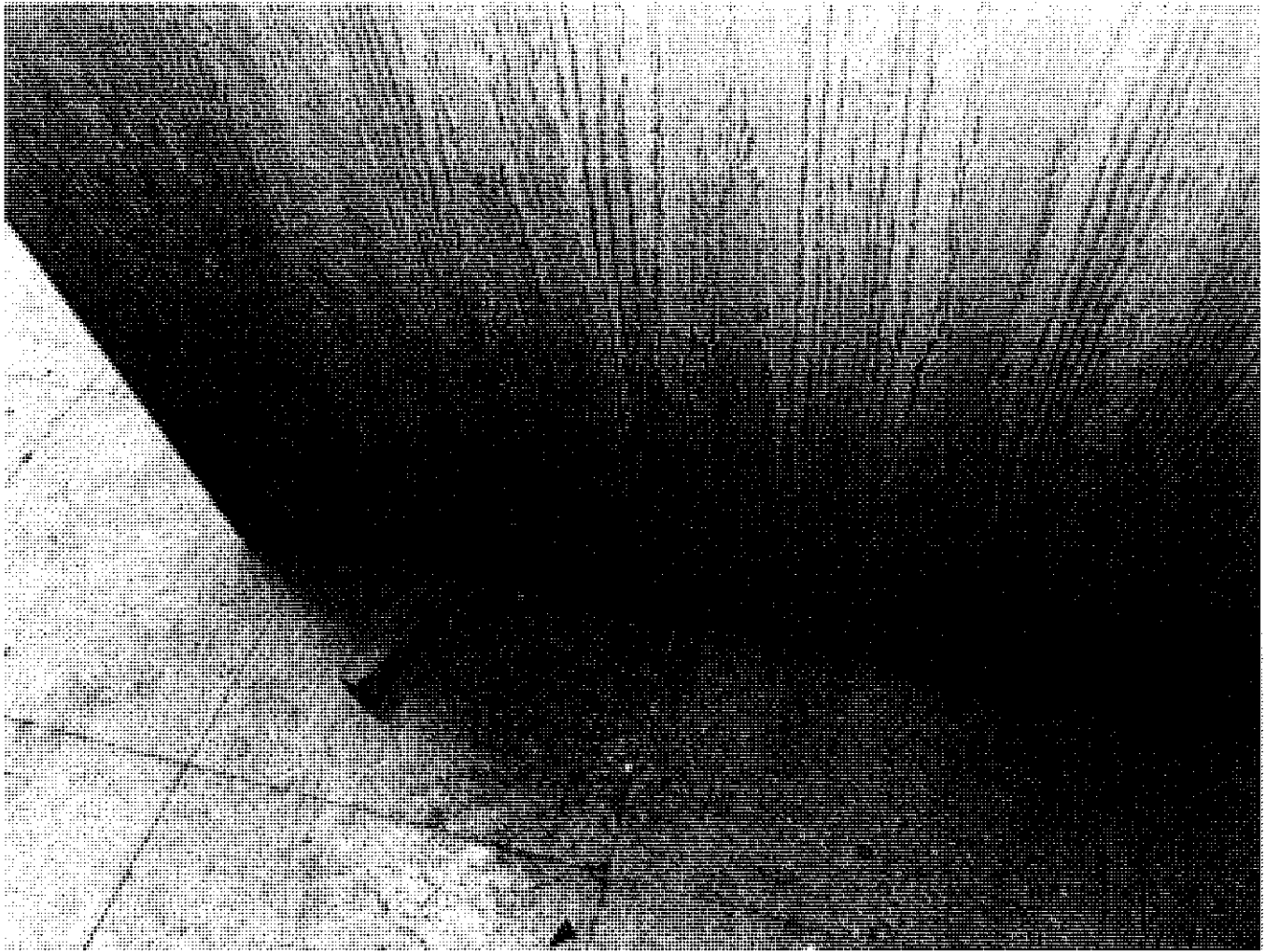


27 27-Post - mitigation(29)



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28 28-Post - mitigation(30)



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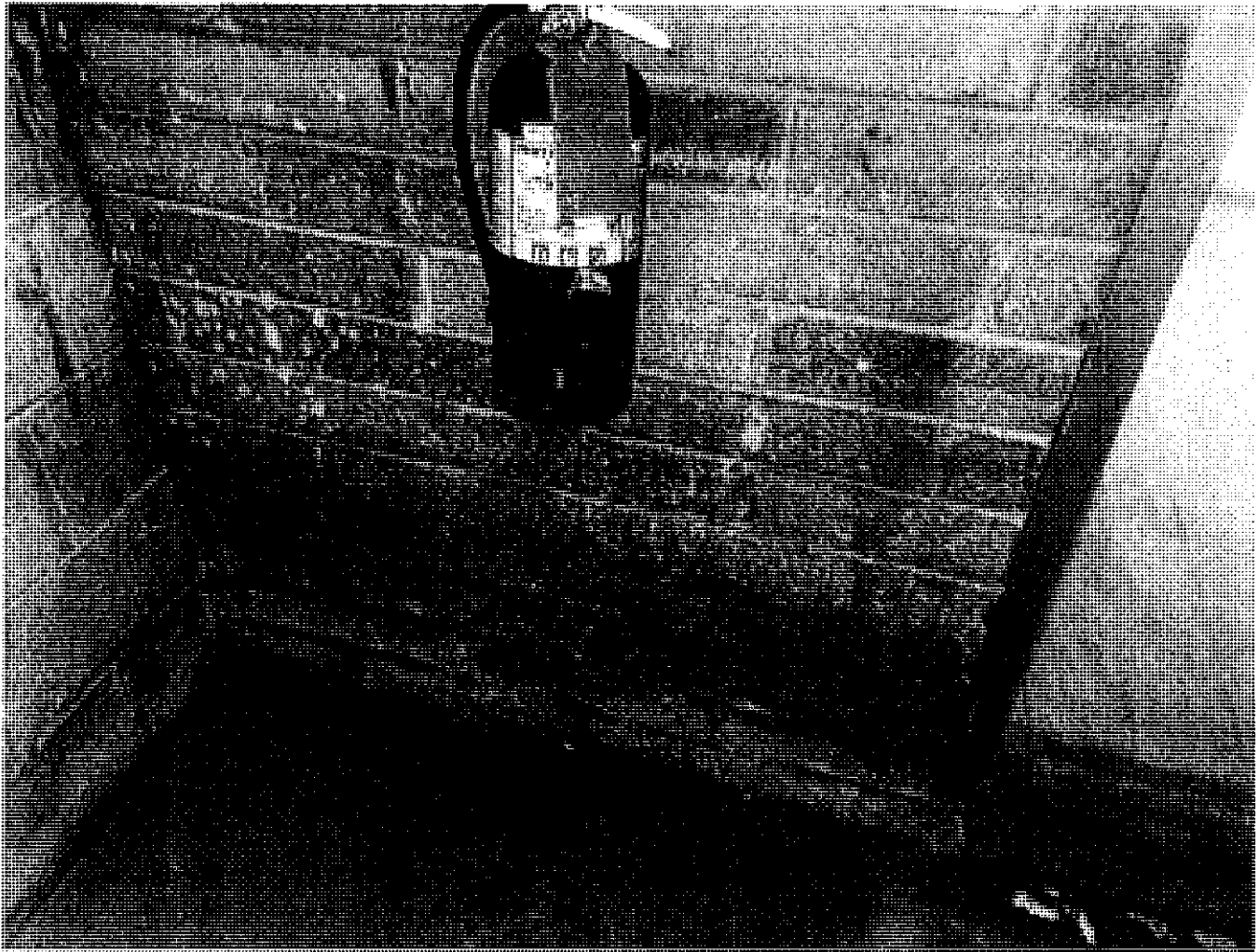


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30 30-Post - mitigation(32)



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31 31-Post - mitigation(33)



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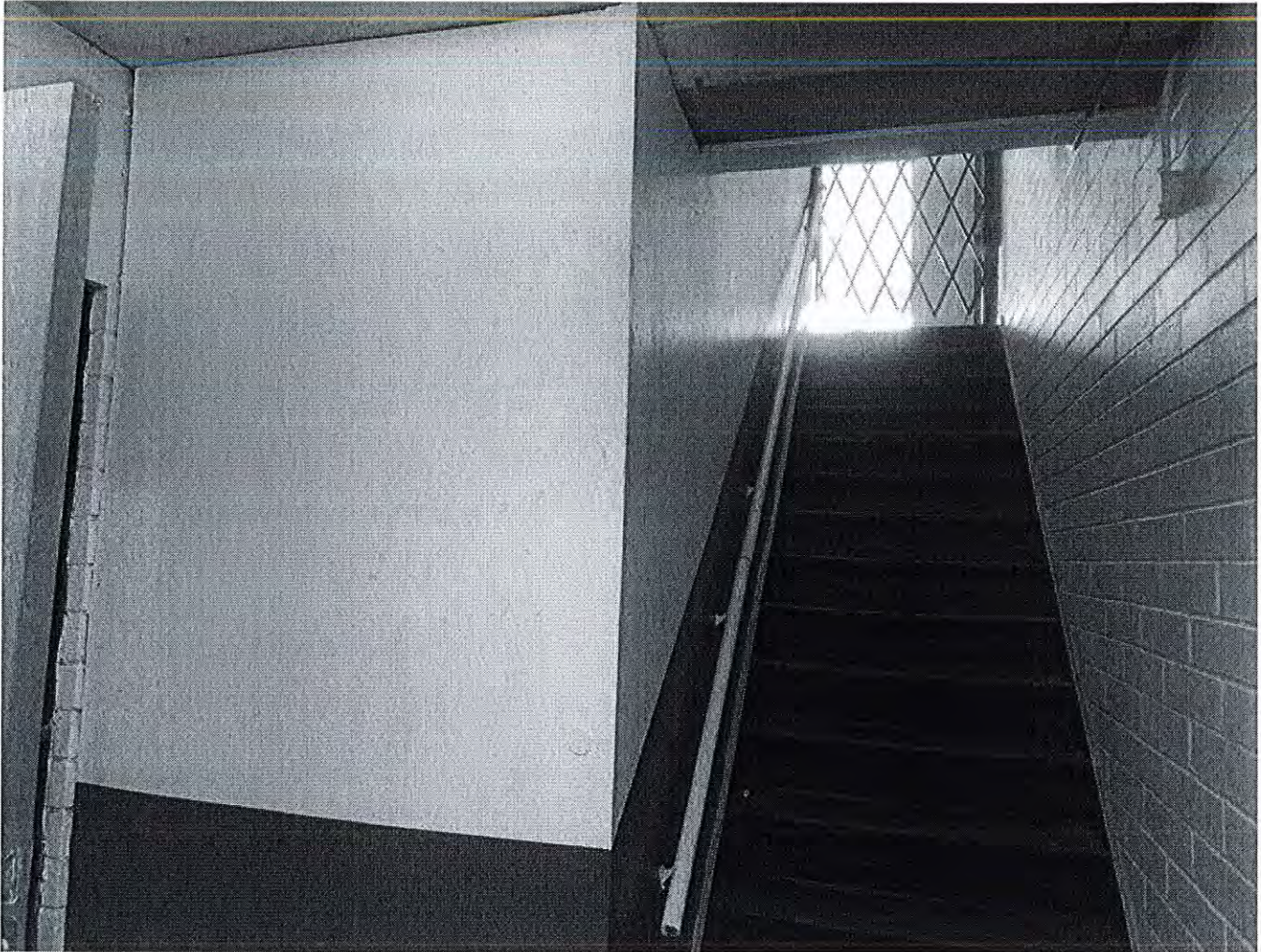


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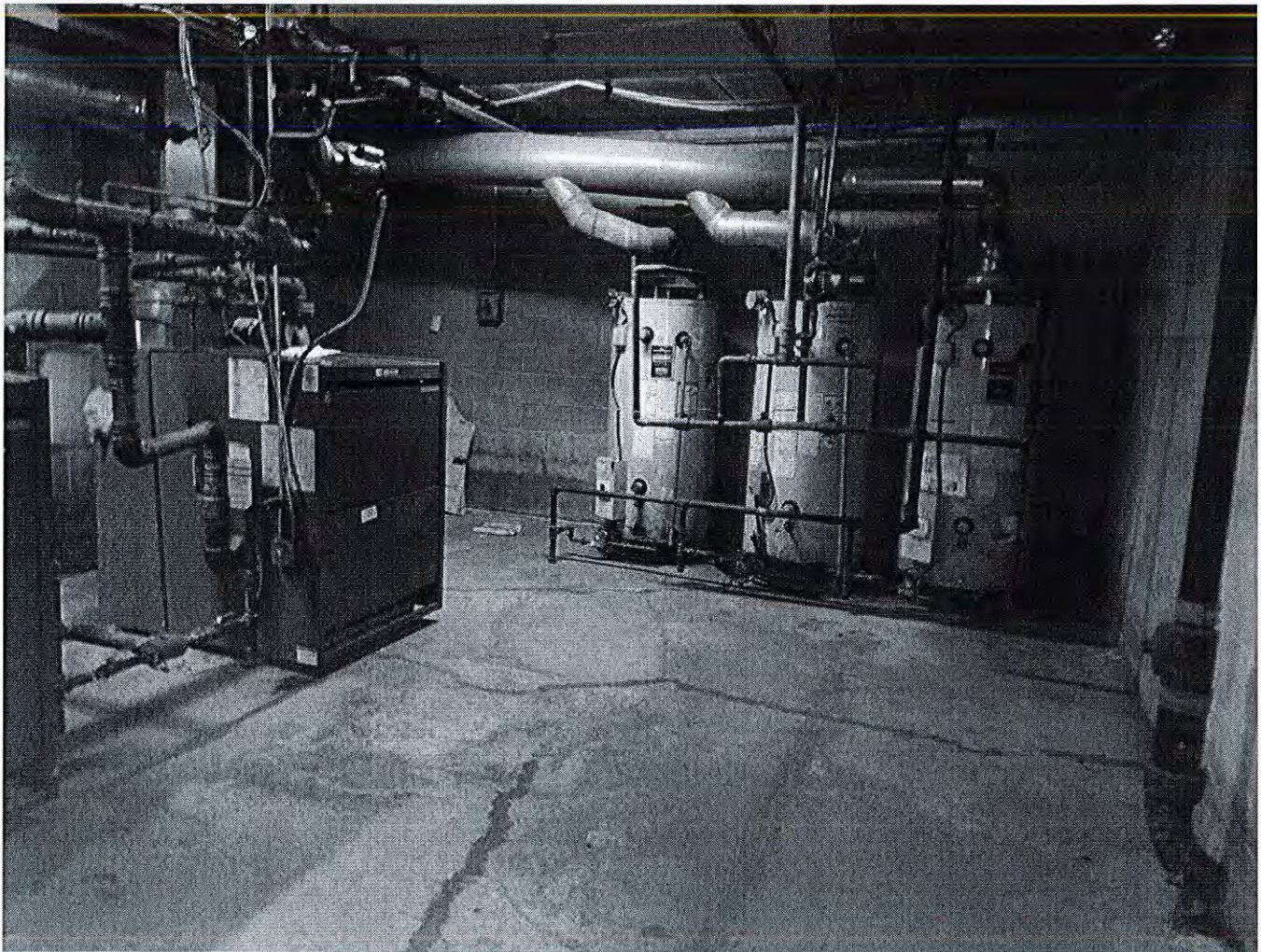


33 33-Post - mitigation(35)



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34 34-Post - mitigation(36)



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35 35-Post - mitigation(37)



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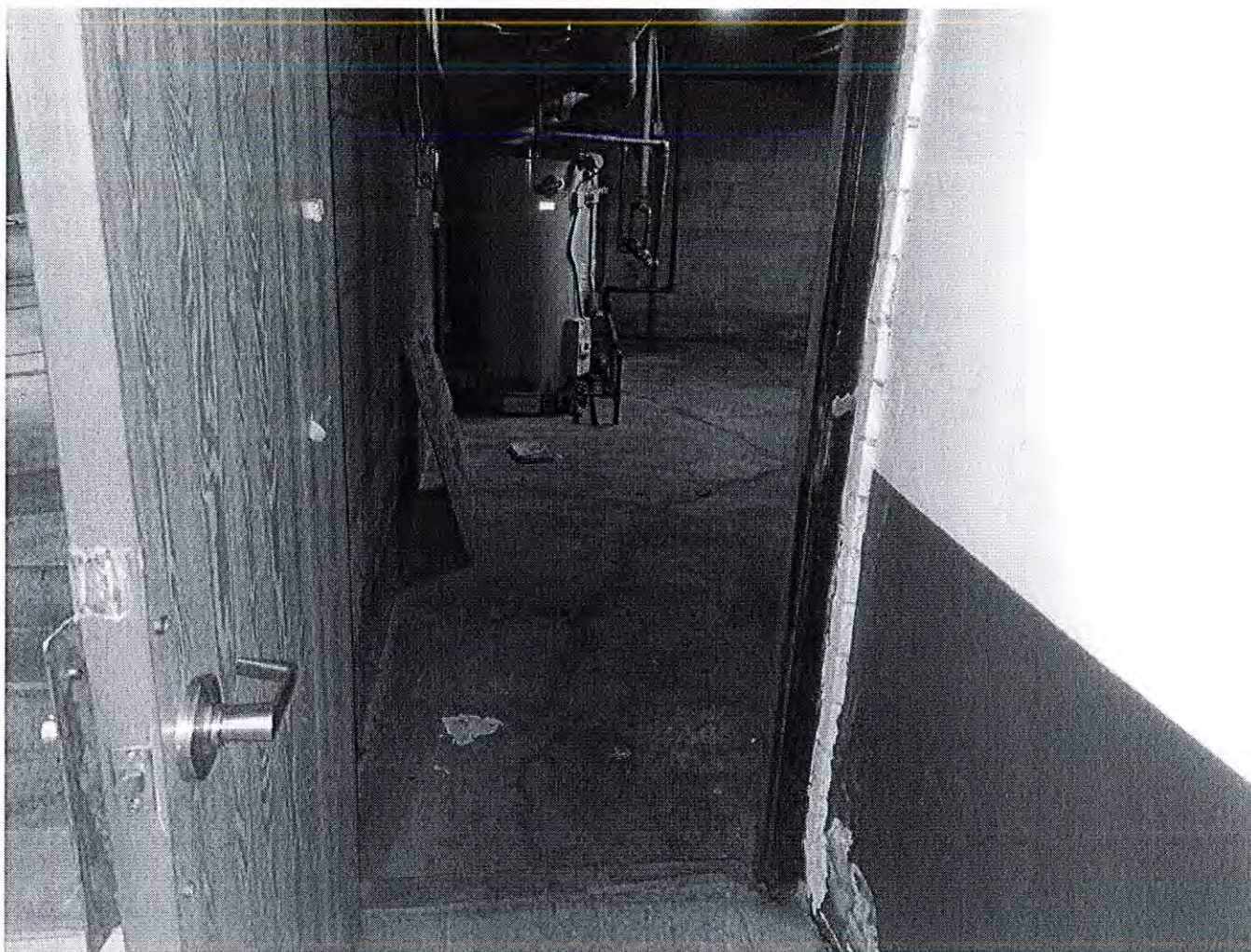


36 36-Post - mitigation(38)



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37 37-Post - mitigation(39)



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38 38-Post - mitigation(40)



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39 39-Post - mitigation(41)



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40 40-Post - mitigation(42)



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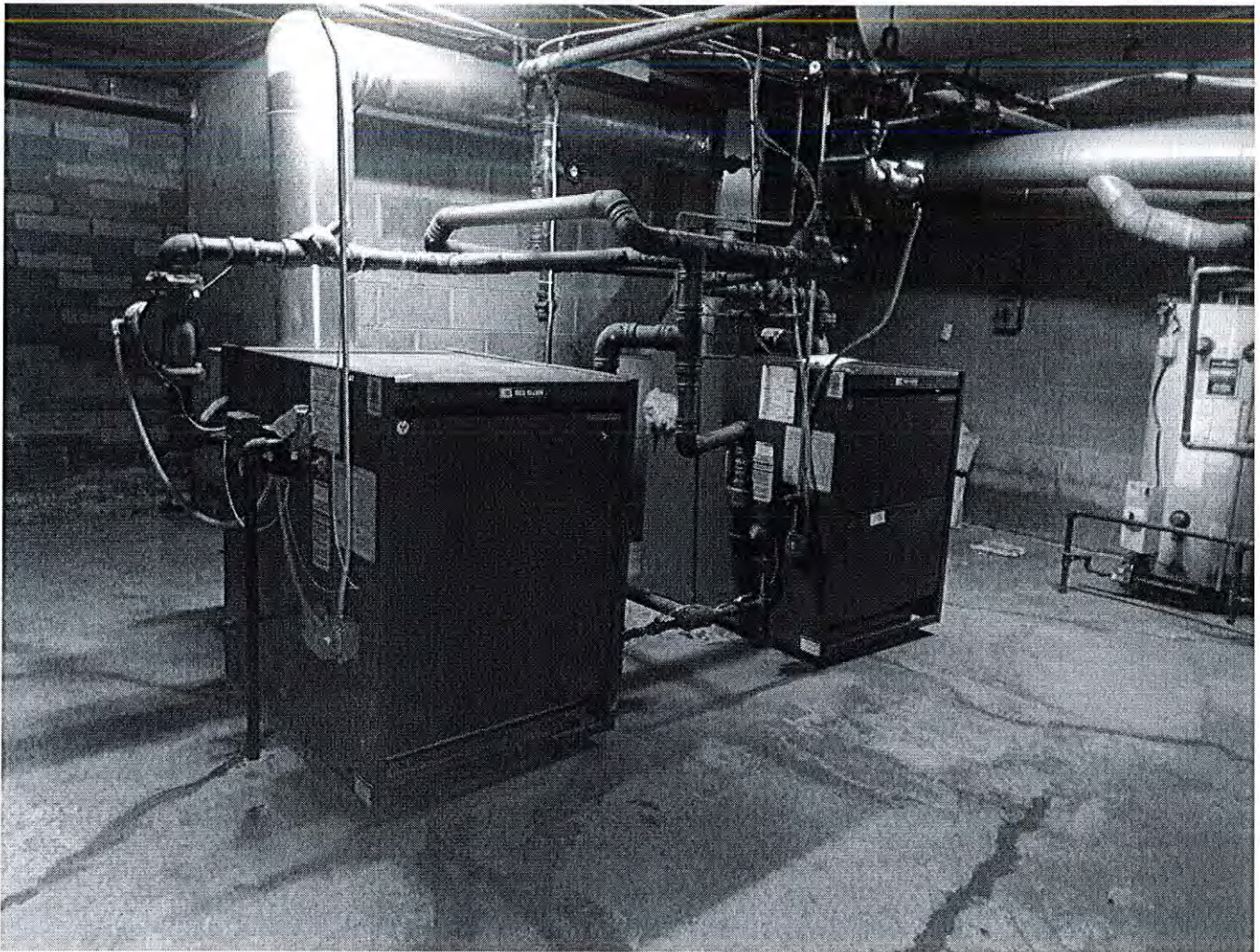


41 41-Post - mitigation(43)



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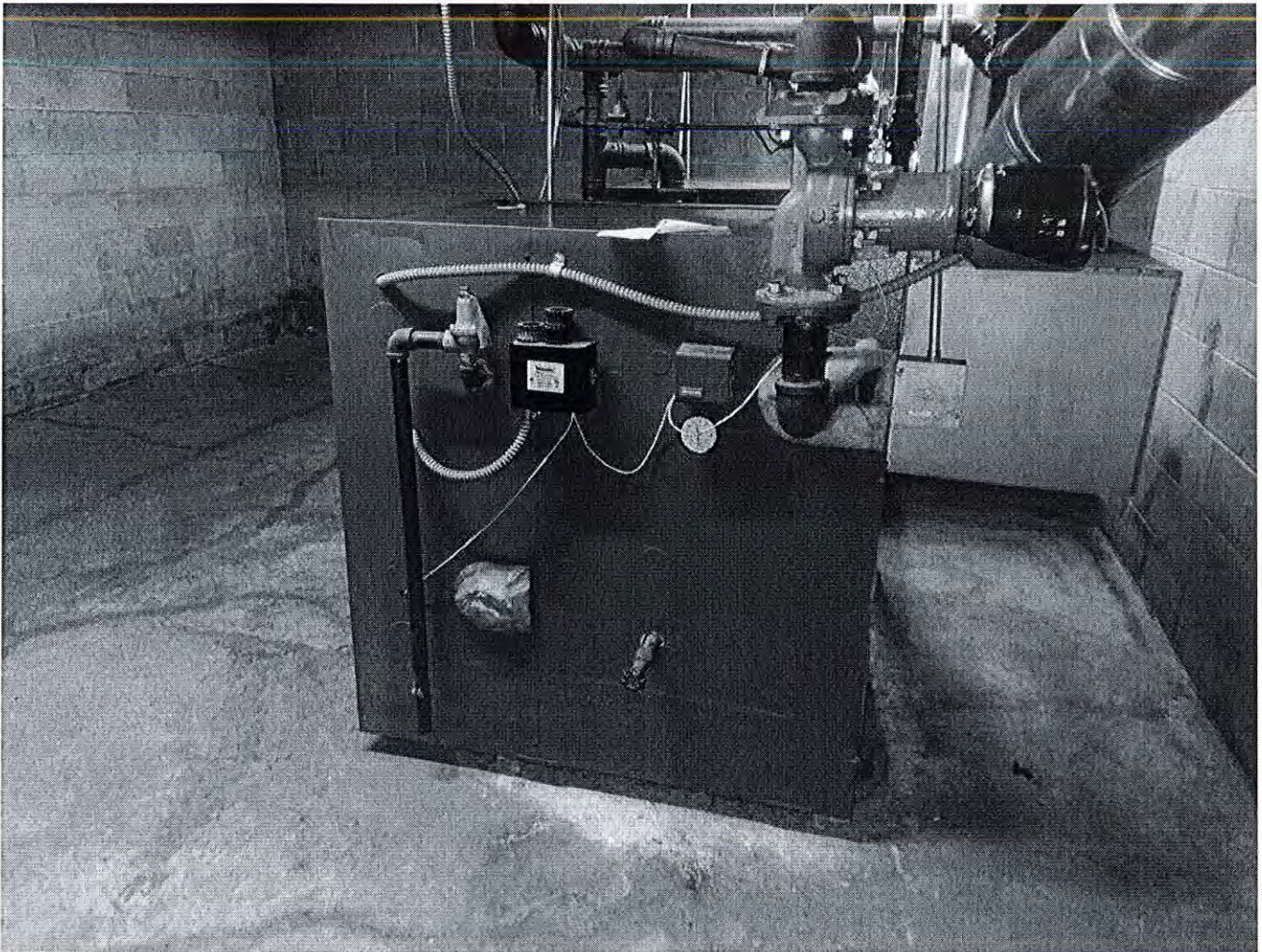


42 42-Post - mitigation(44)



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43 43-Post - mitigation(45)



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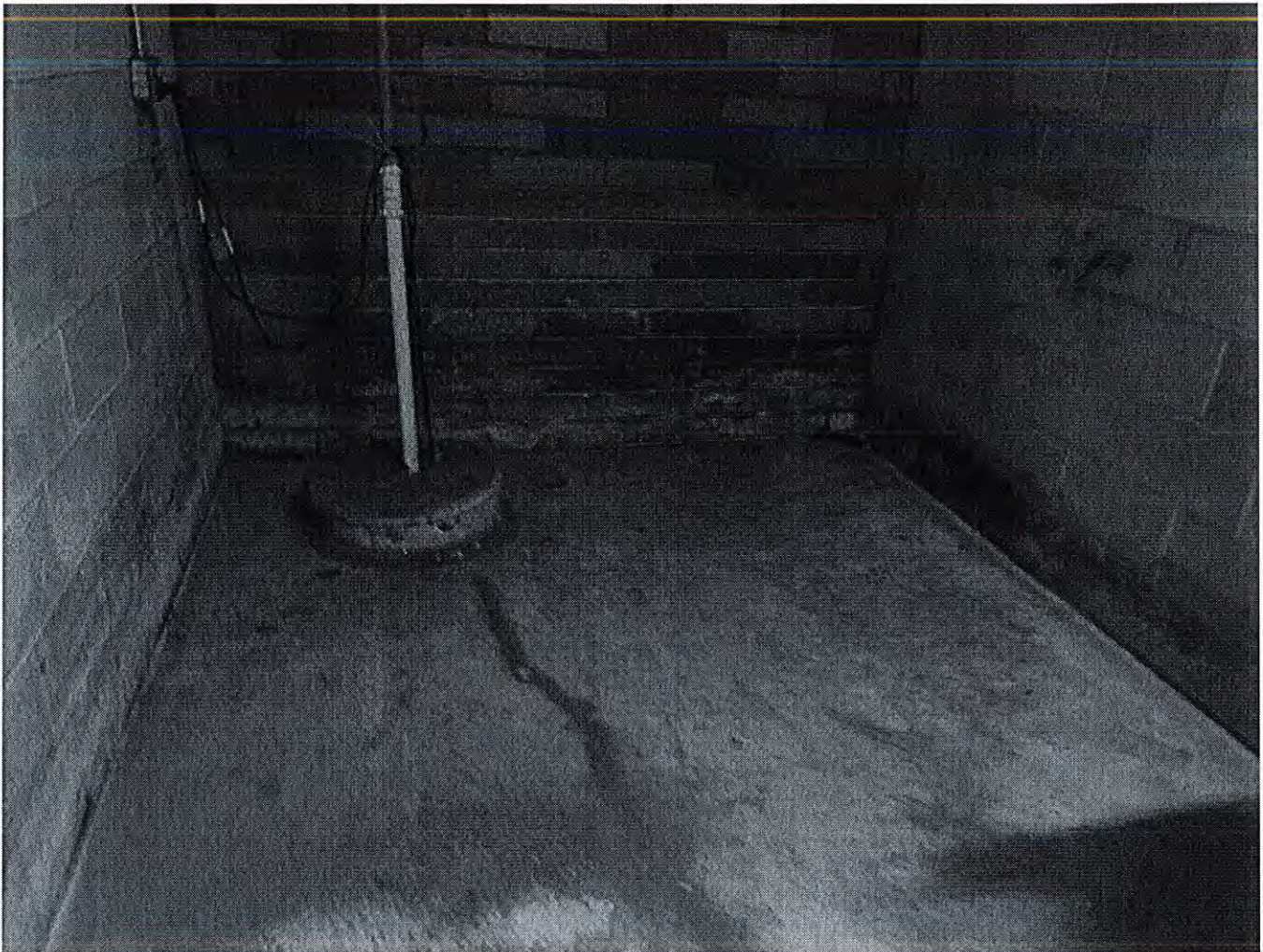


44 44-Post - mitigation(46)



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45 45-Post - mitigation(47)



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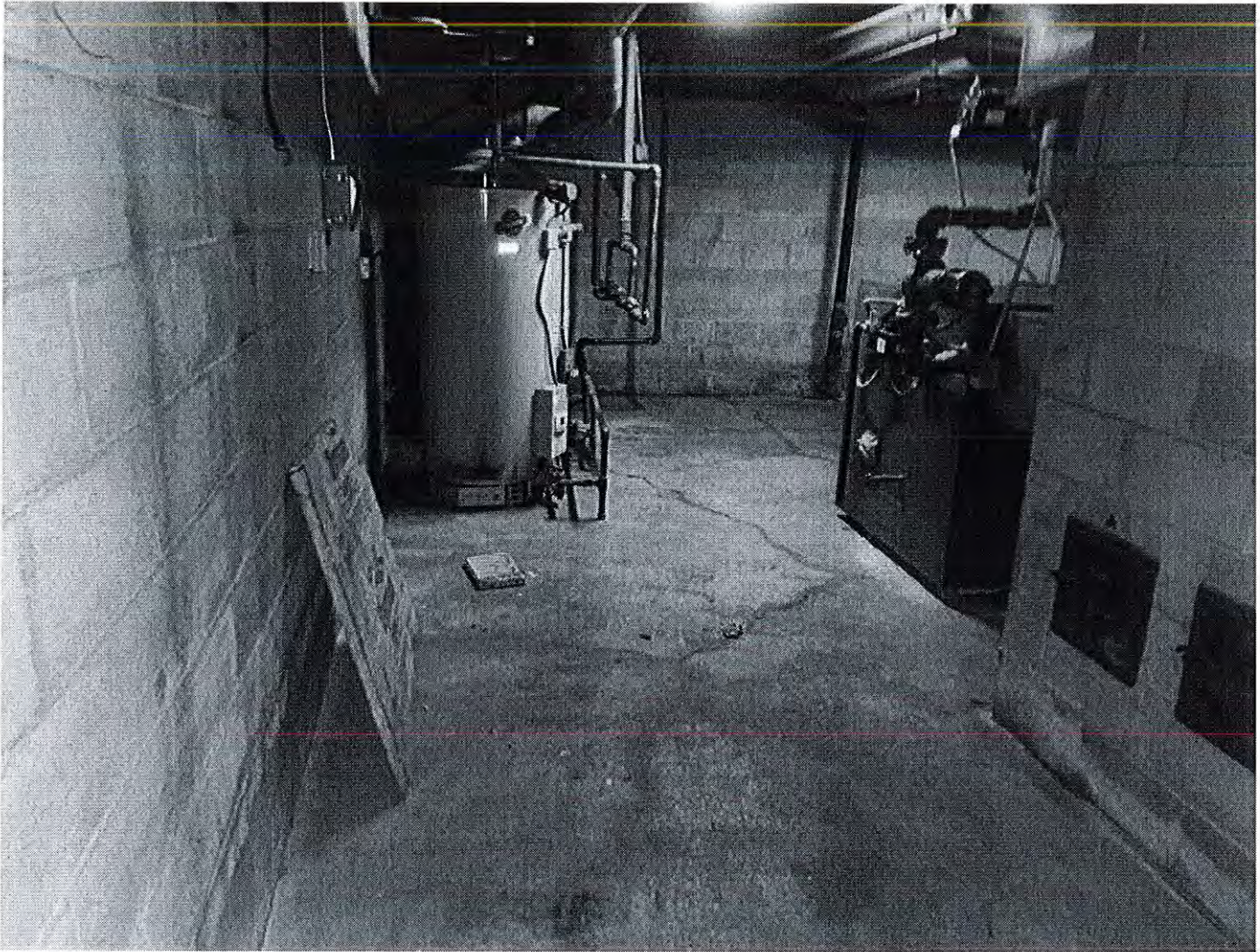


46 46-Post - mitigation(48)



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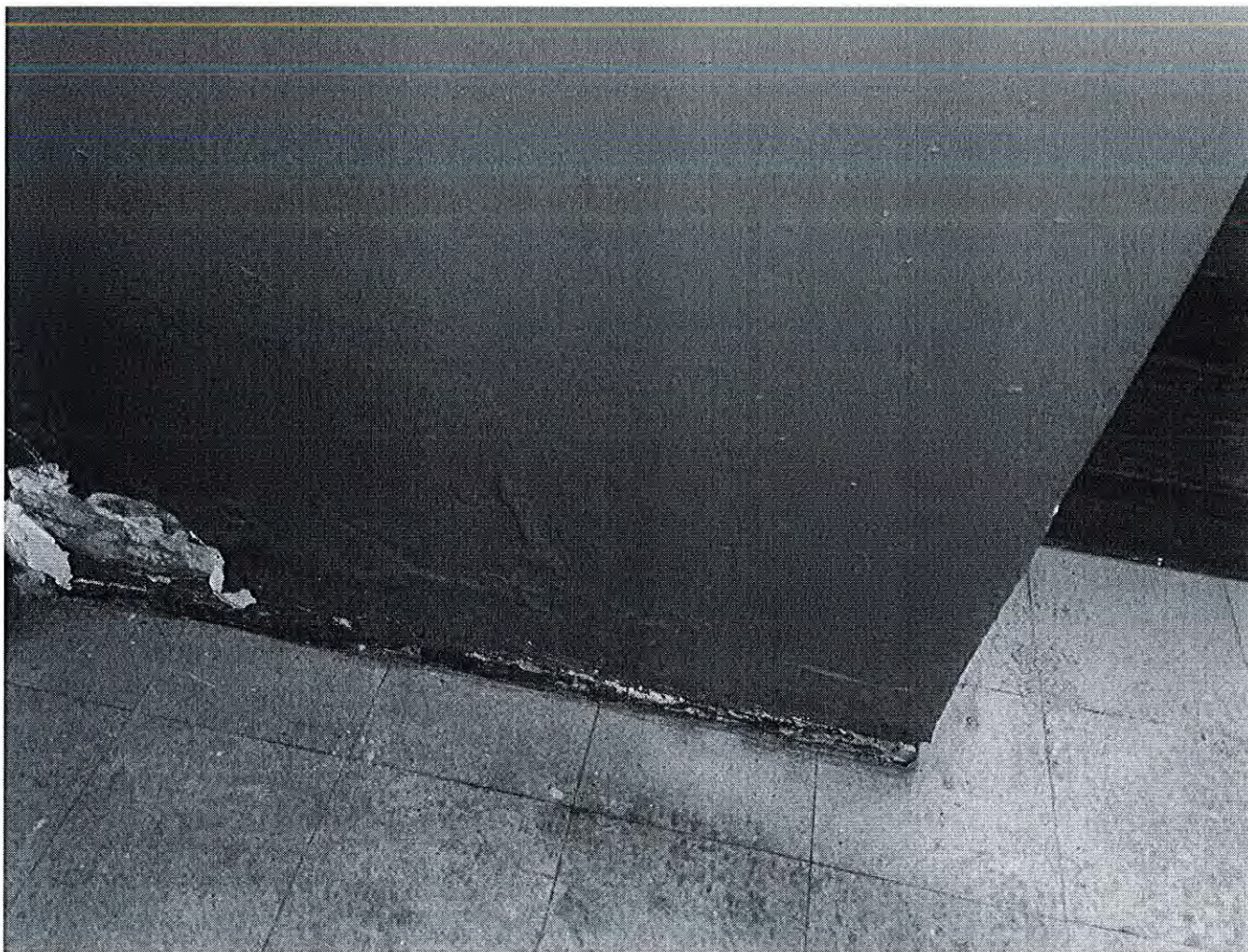


47 47-Post - mitigation(49)



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48 48-Post - mitigation(50)



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50 50-Post - mitigation(52)



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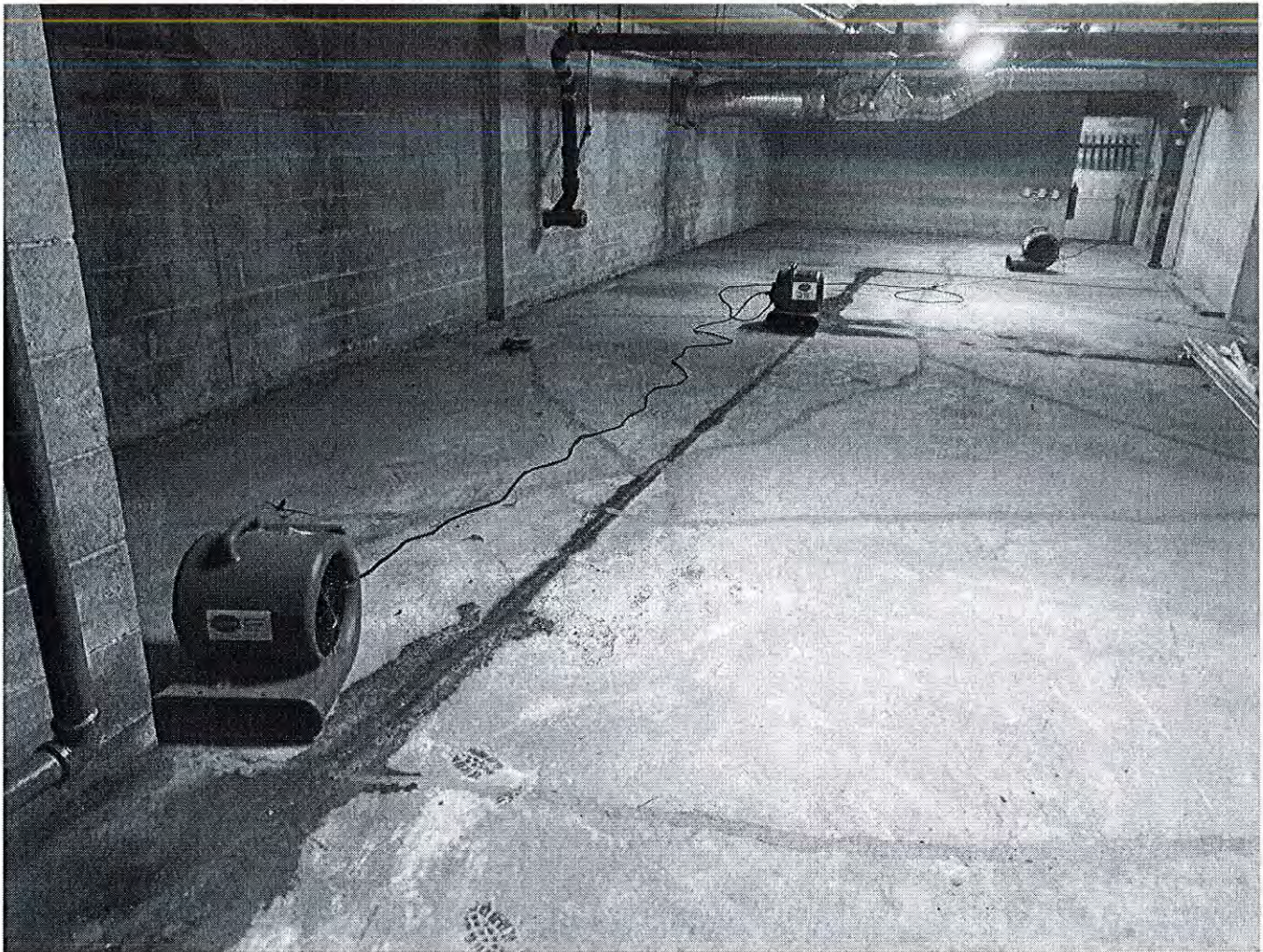


51 51-Post - mitigation(53)



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52 52-Post - mitigation(54)

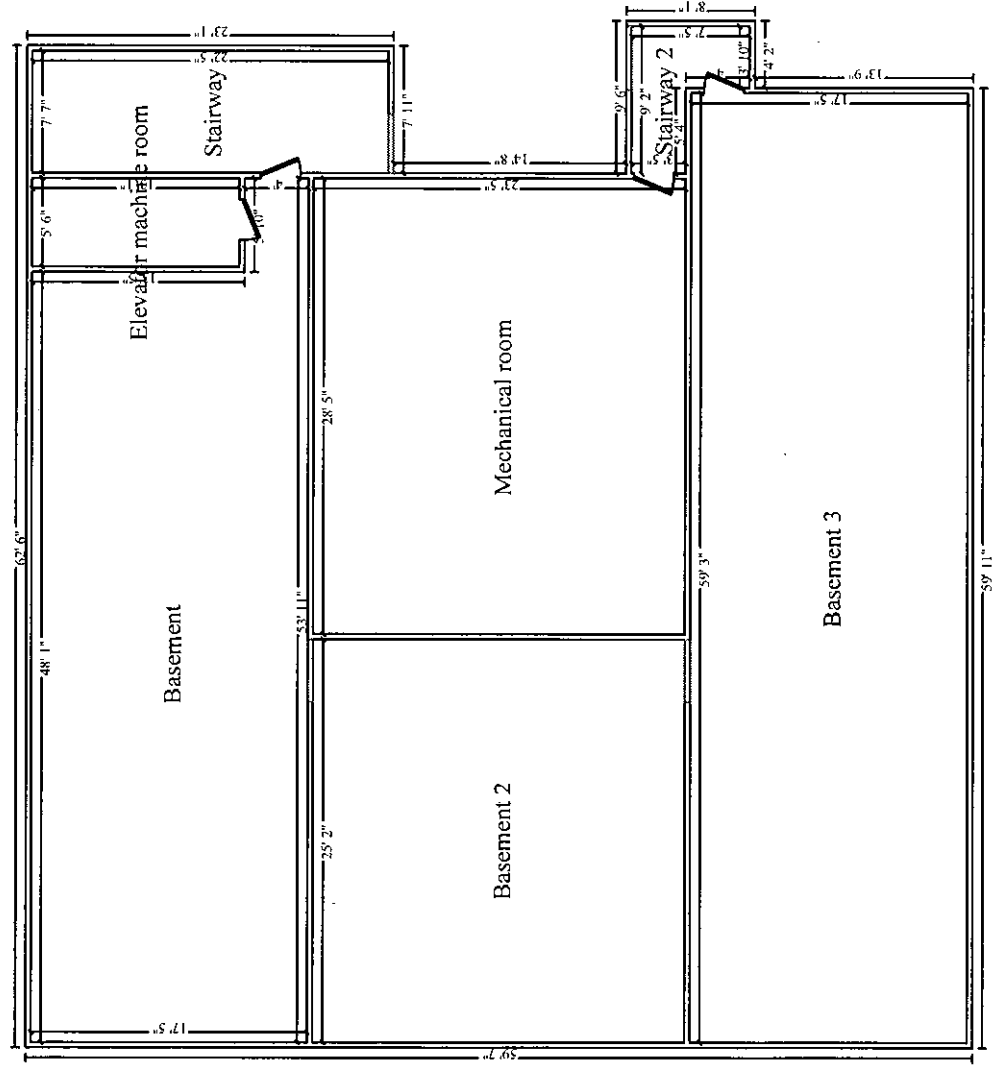


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53 53-Post - mitigation(55)



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BASEMENT

Otis Service and Repair Order

3/16/2023

CUSTOMER NAME

Highland Park Apts
1110 N Callahan Ct.
Milwaukee, WI 53203

OTIS ELEVATOR COMPANY

9000 NORTH DEERBROOK TRAIL
MILWAUKEE, WI 53223

OTIS CONTACT

Richard Mui
Phone: (414) 336-8706
Email: Richard.Mui@otis.com

PROJECT LOCATION

HIGHLAND PARK APTS
1145 N CALLAHAN
MILWAUKEE, WI 53202

PROPOSAL NUMBER

QTE-001613725

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
C26506	ONLY ELV

SCOPE OF WORK**POWER UNIT (NEW)**

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler.

The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

SOLID STATE STARTER

We shall furnish and install the new Solid-State Starter to control the motor starting and limit the in-rush current. The new starter shall have built-in protection for overload conditions, reverse phase, loss of phase, and shorted SCR. We shall remove the existing mechanical starter contactor assembly and wire and adjust and test the new starter for smooth operation.

This proposal does not cover future repair or replacement to unseen items that experienced exposure to water damage.

NOTE: With water damage many problems are not visible and they are known to create many unforeseen problems over a period of time that is past the actual occurrence date. Please be aware we will bring these items to your attention and we will send you an additional proposal for any repairs relating to the damage for this occurrence, in addition to the originating service call.

You understand and agree that payment for our services shall not be predicated, contingent, conditioned upon, or otherwise related to any reimbursement from any insurance company or any other third party.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

OTIS SERVICE AND REPAIR ORDER

PRICE

\$28,361.39

Twenty-eight thousand three hundred sixty-one and 39/100 dollars

This price is based on a one hundred percent (100%) downpayment in the amount of \$28,361.39

Payment terms:

- The base proposal price is contingent upon receiving a downpayment of one hundred percent (100%) of the base contract amount.
- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding add shall be applied to the base contract amount.

Downpayment Amount	Price Adjustment Percentage	Authorization (Initial)
50%	+10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: DAVID J ZARATE**TITLE:** Mechanic

Accepted in Duplicate

Highland Park Apts**Otis Elevator Company**

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Rick Jandora

Title: _____

Title: General Manager, Milwaukee

Email: _____

Email: richard.jandora@otis.com

Company Name: Highland Park Apts

☐ Principal, Owner or Authorized Representative of
Principal or Owner☐ Agent _____
(Name of Principal or Owner)**OTIS SERVICE AND REPAIR ORDER**

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

- the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
- 11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
- 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
- 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site of your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
- 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
- 15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
- 16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.



PIEPER ELECTRIC, INC. dba **IDEAL MECHANICAL** | Solutions Powered by People Since 1947

March 14th 2023
Attn: Rodney Fields
Highland Apts
1145 N Callahan Place
Milwaukee WI 53233
414-343-6796

Re: (3) water heater installs

We are pleased to offer this proposal for your consideration

- Provide and install (3) 80 gallon "B" vent water heaters
 - o New heaters to be a direct replacement of the existing

-Permit included in pricing
-Removal of old heaters included in pricing
-Distribution piping to remain the same
-Electrical connection for the middle heater included in pricing and to be done by Pieper electric

For a sum of....\$31,294.00 (Thirty One Thousand Two Hundred Ninety Four Dollars)

Exclusions: premium time hours, assumes all valves to be in good working condition, assumes all piping at tie in points to be in good condition

Please note that our price is based on the terms found on the back of this proposal.
This proposal valid for 15 days, negotiable thereafter.

Accepted _____

Dated _____

By Craig Backus
Craig Backus, Plumbing Supervisor



PIEPER ELECTRIC, INC. dba IDEAL MECHANICAL

Rev 04 20

TERMS AND CONDITIONS OF SALE

1. LIEN NOTICE. As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

2. ENTIRE AGREEMENT. This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.

3. PROPOSAL. Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.

4. CONSTRUCTION MATERIALS. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.

5. ACCESS TO WORK AND SITE. Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.

6. INSURANCE. Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.

7. ENVIRONMENTAL HAZARDS. Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.

8. SITE CONDITIONS. Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.

9. PAYMENT. Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Seller shall furnish lien waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.

10. JOB SIGN. Buyer agrees to allow Seller to display a construction sign at the Project Site.

11. CHANGES. No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.

12. WORK STOPPAGE. Should work be stopped for any reason, including but not limited to, public authority, Force Majeure event defined in paragraph 13, or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

13. DELAY. Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or

governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, a Force Majeure event (includes but not limited to: war, riots, earthquakes, hurricanes, tornadoes, floods, lightning, explosions, energy blackouts/brownouts, lockouts, slowdowns, strikes, terrorism, unforeseen governmental legislation, action or declaration, or health emergency (including local, regional, or nation epidemic or pandemic)). Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

14. DISPUTES. These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venued in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.

15. WARRANTY. Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.

16. CONFLICTS/INCONSISTENCIES. If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

17. ASBESTOS AND TOXIC MATERIALS. This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE. Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

19. IMPAIRMENT OF CREDIT. If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.

20. HOLD HARMLESS. Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract, provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's Subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this contract. Seller shall have the sole right to manage the defense of the claim or resolve the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.

21. WORKING HOURS. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

GENERAL EXCLUSIONS. Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.

5477 South Westridge Court | New Berlin, WI 53151 | Telephone: 414-358-2505

SAFETY: Working Together for Tomorrow

Indoor Air Quality
Diagnostics, Inc.

IAQD Project #:

W.9727-0323-1

Client: Sid Grinker Restoration
Contact: Catherine Payne

Project: Highland Park Apts
Project #: 10453 Rec

Analyzed by:

Handwritten signature

Alexander Maxinoski, Senior Analyst



11611 W. North Ave; Suite 201
Wauwatosa, WI 53226

www.iaqdiagnostics.com

Office: 414-766-0740
info@iaqdiagnostics.com

Sample analysis was conducted in accordance with US EPA 600/R-93/116 by Polarized Light Microscopy. IAQ Diagnostics reserves the right to dispose of all samples after a period of thirty (30) days according to all state and federal guidelines, unless otherwise specified. This report shall not be reproduced except in full, without written approval of IAQ Diagnostics. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested. IAQ Diagnostics is an accredited IHLAP laboratory through the American Industrial Hygiene Association's ('AIHA') Bulk Asbestos Proficiency Analytical Testing Program (BAPAT) (Lab ID: 224579). This report shall not be reproduced except in full, without written approval of IAQ Diagnostics. All sampling data is provided by the client and laboratory results are reflected on the samples submitted by the client. Revision 1.3: This report has been revised via client request (project name change).



Indoor Air Quality Diagnostics, Inc.

11611 W. North Ave; Suite 201
Wauwatosa, WI 53226
Telephone: 414-766-0740
Email: lab@iaqdiagnostics.com

Asbestos PLM Bulk Sampling Report

Client:	Sid Grinker Restoration	Date Received :	3/17/2023
C/O:	Catherine Payne	Date Reported:	3/17/2023
Client Address:	1719 Vel R Phillips Ave, Milwaukee, WI 53212		
Project Name:	Highland Park Apts	IAQD Project #:	W.9727-0323-1
Project #:	10453 Rec	Date Analyzed:	3/17/2023

Laboratory Results

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

ND = none detected
PC = point counted
PS = positive stopped

Total Samples Submitted: 2
Total Samples Analyzed: 2
Total Samples Containing Asbestos: 1
Total Samples Containing Asbestos >1%: 1

Location: Basement Landing by Water Heaters

Lab ID #: 41053

Client Sample #	Sample Description	Sample Layers	Non Asbestos Fibers	Asbestos Content
1	Cream Color 12"x12" VCT	Cream/Grey VCT	ND	ND
		Yellow Adhesive	ND	ND

Location: Basement Landing by Water Main

Lab ID #: 41054

Client Sample #	Sample Description	Sample Layers	Non Asbestos Fibers	Asbestos Content
2	Redish/Brownb w/ Black Mastic	Red/Brown VCT	ND	3% Chrysotile
		Black Mastic	ND	6% Chrysotile