



75 Seventh Street
Racine, WI 53403-1201

administration: 262-636-9170
adult services: 262-636-9217
circulation services: 262-636-9241
youth services: 262-636-9245
fax: 262-636-9260
www.racinelibrary.info

SPECIAL BOARD OF TRUSTEES MEETING
May 11, 2010

AGENDA for the special Racine Public Library Board of Trustees meeting to be held on Tuesday, May 11, 2010 at 4:30 PM at the library (meeting area to be determined)

- I. Call to Order
- II. Public Comment
- III. Review contracts for work to be done on the 2nd floor remodeling by:
 - Embury, Ltd. for library shelving purchases and installation (contract to be presented at the meeting)
 - Hallett & Sons Expert Movers, Inc. for moving existing shelving and library materials (contract to be presented at the meeting)
 - Balestrieri Group for hazardous materials remediation (see enclosure one)
- IV. Adjournment

If you are disabled and have accessibility needs or need information interpreted for you, please call the Racine Public Library's Business Office at 636-9170 at least 48 hours prior to the meeting.



Balestrieri
AN INDUSTRIAL SERVICE COMPANY

Balestrieri Group
PO Box 860
Elkhorn, WI 53121-0860
(262) 743-2800
(800) 453-2965
(262) 743-2810 (Fax)

Milwaukee, WI
(414) 483-5144

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Rockford, IL
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Chicago, IL
(773) 388-2026

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May 4, 2010

Project #6341

Ms. Darcy Mohr
Racine Public Library
75 Seventh Street
Racine, WI 53403

**RE: Asbestos Abatement – Second Floor – Prior to Renovation
Racine Public Library, 75 Seventh Street, Racine, Wisconsin**

Dear Ms: Mohr

We are pleased to present the following proposal based on the Plans, Asbestos Inspection and Sampling Report Dated April 21, 2010 as well as our on site meeting between Alise Steed, yourself and Paul Kemp on Tuesday May 4, 2010. BE&D, Inc. will furnish labor, materials, equipment, hauling, disposal, subcontractor fees, OSHA compliant air monitoring and permits for the proper removal and disposal of the following asbestos containing building materials:

PERMIT	\$850.00
• WDNR and Filing Fees	
ASBESTOS ABATEMENT	\$26,000.00
• Remove approximately 11,057 square feet of non-friable Category I asbestos containing carpet adhesive and black mastic from Grid Line 1 to Grid Line 7 per the second floor existing Demo Plan Sheet 1.0	
ALTERNATE ONE	\$2,975.00
• Remove approximately 1,488 square feet of single-layer non-friable Category I vinyl asbestos floor tile and black mastic at Rooms 220 and 221.	
ALTERNATE TWO	\$1,680.00
• Remove approximately 840 square feet of single-layer non-friable Category I vinyl asbestos floor tile and black mastic from the local history center Room 217 as well as the Hall 218.	
EXCLUSIONS	
• Mechanical, Electrical and Plumbing disconnects, removals, capping and reinstallation activities are to be performed by others.	
• Architectural/structural demolition as well as build back activities are to be performed by others.	
• Hazardous material removals other than what is specifically listed above are not part of this proposal.	
• Restoration/repair work is to be performed by others.	

These prices are based on three mobilizations and the enclosed Terms and Conditions of Agreement effective July 14, 2008. All work will be performed per USEPA and OSHA guidelines, using only state certified personnel.

A Response Action Summary will be sent upon final completion and payment of all phases of the project. The report contains a copy of the WDNR ten-working day Notice of Intent, Certificate of Destruction (waste manifest), foreman report and a copy of all air test results.



Balestrieri
AN INDUSTRIAL SERVICE COMPANY

May 4, 2010

Project #6341

Ms. Darcy Mohr
Racine Public Library
Asbestos Abatement, Racine Public Library
Page 2

Should you have any questions or need further assistance, please do not hesitate to contact us. Thank you for your consideration.

Best regards,

Kenneth R. Balestrieri
BALESTRIERI ENVIRONMENTAL & DEVELOPMENT, INC.
KRB/pak

CC: Alise Steed, Architectural Associates, Inc.

If Building Owner/Representative (OWNER) agrees to the conditions of this Proposal, please sign and FAX to (262) 743-2810 or MAIL a hard copy of this Agreement and/or Purchase Order to our PO Box in the margin.

OWNER Signature of Acceptance: _____

Printed Name: _____ Title: _____ Date: _____

For the purpose of this agreement, any signed document transmitted by facsimile shall be treated in all respects as an original document and the signatures thereon shall be considered original signatures.



MEMBER



TERMS AND CONDITIONS OF AGREEMENT

PARTIES: Building Owner/Owner Representative/General Contractor shall be referenced in this agreement as OWNER; and, Balestrieri Environmental & Development, Inc. shall be referenced as CONTRACTOR.

GOVERNING LAW: This Contract and legal relations of the PARTIES shall be governed by the laws of the State of Wisconsin applicable to agreements negotiated, executed, delivered and performed in such state.

PROPOSAL TERMS: This Proposal may be withdrawn by CONTRACTOR if not accepted within 30 days of the date on the Proposal. Proposal does not include performance, labor and/or material bonding costs or additional insurance limits greater than those described herein.

PRE-PROJECT INSPECTIONS: OWNER shall provide an inspection report to CONTRACTOR to confirm or negate the presence of hazardous materials prior to disturbing/removing any suspect building materials. If such a determination is not possible due to the nature/location of the suspect material, once exposed the material must be sampled by an EPA accredited and state licensed inspector and tested in a NVLAP accredited laboratory or presumed hazardous and treated and disposed of as such. Per the OSHA Construction Asbestos Standard 29 CFR 1926.1101 (k)(l); (i) (Comm 32.15 per Dept. of Commerce); OWNER shall identify the presence, location and quantity of asbestos containing material (ACM) and/or presumed asbestos containing building material (PACM) at the work site; (ii); OWNER must provide written notification to the following parties of the presence, location and quantity of ACM or PACM, at the work site(s) in their building(s) and/or facility(ies): (A) Prospective employers applying or bidding for work whose employees reasonably can be expected to work in or adjacent to areas containing such material; (B) Employees of the OWNER who will work in or adjacent to areas containing such material; (C) On multi-employer work sites, all employers and employees who will work within or adjacent to areas containing such materials; and (D) Tenants who will occupy areas containing such materials.

CONTRACT DOCUMENTS: Consist of, 1) the Proposal, including all attachments; 2) OWNER provided inspection reports and schedules referred to herein; 3) Terms and Conditions of the Agreement; 4) scope of work as defined in proposal attachment herewith; and, 5) modification to the proposed scope of work by both verbal or written change order executed by OWNER and CONTRACTOR.

THE WORK: CONTRACTOR agrees to perform the work set forth in this Agreement, within the timeframe set forth in the Schedule of Events (if included) subject to adjustment as may be necessitated by the project's progress and unanticipated events beyond CONTRACTOR's control. Both parties agree that safety (both human and environmental) is the parties' primary concern. Both parties shall work together to complete the PROJECT safely and in a timely manner. It is also understood that CONTRACTOR is an independent contractor and not an agent or employee of OWNER.

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION: Date of commencement shall be the date of acceptance of this Agreement unless otherwise indicated. Substantial or final completion of the work shall be achieved on or before the date agreed upon, subject to adjustment as provided in the Contract Documents. CONTRACTOR will advise OWNER of any delays, which may extend the date of substantial completion.

TIME AND SCHEDULING: It is recognized that time is of the essence subject to respect for safety and health. CONTRACTOR and OWNER shall cooperate in scheduling and coordination of activities to manage their work and the work of other contractors/subcontractors as necessary to keep the work of CONTRACTOR flowing in a normal manner. CONTRACTOR will apply for necessary abatement permits only after receiving a proper notice to proceed (verbal or written), fully executed contract, signed agreement, purchase order, and/or receipt of full payment as is required for residential projects. OWNER understands and agrees that, unless otherwise stated, the Agreement is based on normal (first shift) working hours; and a one-time mobilization and demobilization fee. It is understood by OWNER that any and all additional work shifts and mobilization/demobilizations will be viewed as change order work.

CHANGES TO THE WORK: It may be necessary to perform work outside the scope of work and/or sequence as set forth in the Proposal and/or to perform work which results from the discovery or disturbance of asbestos containing materials, industrial coatings impacted with lead, or other hazardous materials not previously identified in the OWNER's inspection report. For such additional work requests, it is agreed and acknowledged that: 1) a change order shall be issued by OWNER, which increases the contract amount and necessary extension of time as set forth in the Agreement; 2) payments for change orders shall be subject to the payment terms set forth herein; and, 3) both parties agree that the PROJECT is subject to change orders, both verbal and/or written.

PAYMENT TERMS: OWNER understands and agrees that: 1) Response Action Summary documents will be sent to the designated party(ies) upon full payment and completion of all phases; 2) Standard terms are 100% payment prior to the start of the PROJECT for the necessary permits, start up costs and any additional fees for requested bonding and/or higher limits of insurance; 3) Payment Terms for each PHASE of work will be fifteen-days (15-days) from date of invoice (1½% interest per month after 15 days not to exceed the legal rate); 4) any agreed upon retainage is due in full upon completion of that PHASE of work; 5) upon receipt of Notice of Non-Sufficient Funds, client will immediately release a cashier's check for the amount due plus a NSF fee of \$100.00 payable to CONTRACTOR the same day notified by CONTRACTOR. Failure to do so will result in a letter to the OWNER of the property and a lien will be filed; and, 6) direct agreement with the OWNER of a residential property requires payment in full in the form of check or credit card prior to commencement of work. Cash payments are NOT accepted by CONTRACTOR staff.

DEFAULT: If CONTRACTOR accepts payment after the date it is due, that acceptance does not affect the due dates of any other amounts on the account, nor will it act as an extension of time for payments of any amounts remaining unpaid. It also will not modify any of CONTRACTOR's rights under this Agreement. Failure to make payment when due and according to the terms of this Agreement shall constitute an event of default (DEFAULT). If OWNER DEFAULTS and fails within three (3) working days after oral or written notice from CONTRACTOR to cure such DEFAULT, CONTRACTOR shall have the right, at CONTRACTOR's sole discretion and without prejudice to any other right or remedy CONTRACTOR may have, to take any or all of the following actions without further notice to OWNER: 1) modify the construction schedule; 2) cease, suspend or delay in whole, or in part, the commencement, execution, or completion of CONTRACTOR's work under this Agreement; and/or, demobilize from the PROJECT site.

KEY OWNER RESPONSIBILITIES: OWNER is responsible for and required to: 1) comply with all applicable local (municipal permitting), state and federal environmental; health and safety (e.g. OSHA) standards and regulations on the PROJECT; 2) hold CONTRACTOR harmless should OWNER not comply with applicable standards and regulations (CONTRACTOR will back-charge OWNER for any construction costs and legal fees associated with regulatory site visits and fines assessed by the regulatory agencies against CONTRACTOR for OWNER's non-compliance); 3) provide an adequate NESHAP/AHERA inspection report; 4) notify occupants, tenants, employees and subcontractors of abatement activities and provide alternate routes around work site; 5) remove all non-contaminated movable objects from the work area as CONTRACTOR will not be responsible for damage that occurs to remaining objects; 6) contract building designer or structural engineer to check floor loading capacity for skid steers, equipment, personnel, etc.; 7) supply, to and in the work area, electric, sewer (sanitary and storm), water, toilet facilities and, when available, operable elevators; 8) shut down and lock-out HVAC/mechanical systems and electric service as required by CONTRACTOR; 9) connect CONTRACTOR's GFI electrical panel to existing electrical panels as required by CONTRACTOR; 10) contract a certified electrician knowledgeable in re-powering post abatement work areas and risks associated with such actions; 11) furnish and install safety barricades; 12) furnish and install shoring, trenching, scaffolding/platforms, lifts, etc. to access the Work; 13) provide sufficient storage space for CONTRACTOR's project materials and equipment; 14) provide a convenient, secure, solid base location for CONTRACTOR dumpster(s), equipment, vehicle(s) and/or trailer(s) where damage will not be irreparable by OWNER as CONTRACTOR will not be responsible for consequential site damages; 15) guarantee full, exclusive and free access to OWNER's property where abatement activities will take place; 16) provide an Independent Consultant to perform visual and air clearance testing (when applicable); 17) immediately enclose all openings in structure for safety and security of building contents and in accordance with applicable local, state and federal ordinances; 18) acknowledge that when removing roofing materials: (a) CONTRACTOR's work may result in removal of associated flashing materials along with roofing materials, (b) OWNER ensures that the roof is of solid construction, (c) OWNER ensures that roof planks are contiguous and without gaps, and (d) OWNER provides and maintains weather protection; 19) OWNER to ensure that all OWNER's authorized personnel/visitors to enter the abatement area have a current medical exam, are fit tested for respirator use, sign in and out of the abatement area on a CONTRACTOR Visitor Log and utilize proper decontamination methods; 20) notify CONTRACTOR of any unsafe working surfaces or potential for structure failure; 21) authorize CONTRACTOR personnel to sign required disposal forms on behalf of OWNER for contracted asbestos waste removed from the site; 22) payment of any sampling of materials or air monitoring required by regulatory agencies whether performed by CONTRACTOR or requesting agency; 23) notify CONTRACTOR of any other hazardous materials that CONTRACTOR may come in contact with and supply CONTRACTOR with Material Safety Data Sheets (MSDS) for those materials as CONTRACTOR will not be responsible for the liabilities of other hazardous chemicals and/or materials that exist on site.

EXCLUSIONS: The following items shall be considered as an additional work request (change order) if discovered as project progresses: 1) inaccessible asbestos containing building materials; 2) multiple layers of materials and/or the condition of the underlayment (a) vinyl asbestos floor tile, mastics, fillers and/or subfloor including any remaining residue, staining, surface irregularities or dissipation of solvents due to stress fractures, (b) asbestos containing roofing material, tar paper and/or flashing, or (c) siding material; and, 3) the replacement or repair of damaged areas where materials are abated such as (a) sprayed-on fireproofing or acoustical material to ceiling, wall or I-beams; (b) thermal system insulation, (c) ductwork, piping and/or mechanical equipment; (d) conduit and/or electrical equipment; or, (e) repair to lawn or other yard surfaces in work area; and, 4) any prep-work requested to accommodate OWNER's renovation activities.

DESIGN/SAFETY: OWNER understands and agrees that CONTRACTOR has not been retained, compensated, nor undertakes the responsibility to: 1) provide design and construction review services related to safety precautions as may be required for any person or entity other than CONTRACTOR to perform their work, including but not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, any erection methods or temporary bracing methods, confined space entry, environmental sampling, soil boring and rock drilling; or, 2) For any personal injury or property damage occurring to any person or entity arising out of the construction or subsequent operation of this PROJECT by any person or entity unless same shall be found to be the result of CONTRACTOR's error in contracted design.

BUILDERS RISK LOSSES: OWNER is responsible to: 1) carry Builders Risk Insurance Coverage and is responsible for any losses suffered by CONTRACTOR caused by perils of fire, lightning, extreme temperatures, windstorm, hail, civil commotion, smoke, aircraft, vehicle, explosion, riot, acts of terrorism, vandalism, and/or malicious mischief; and, 2) maintain their own usual and customary insurances for their employees, operations and their respective property interest.

INSURANCE: CONTRACTOR currently maintains: 1) Commercial General Liability, Property Damage and Pollution Liability Insurance in the amount of \$1,000,000.00 per occurrence, with an additional \$5,000,000.00 excess liability, on account of bodily or personal injuries, including death, or on account of property damage, arising from, or caused, directly or indirectly, by performances of this agreement; 2) Automobile Insurance on company owned, rental and hired vehicles in the amount of \$1,000,000.00 per occurrence with an additional \$5,000,000.00 excess liability; and, 3) Workers Compensation Insurance as required by law, per state statutes.

FORCE MAJEURE: No delay or failure in performance by either party shall constitute default or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control, without the fault or negligence of the Party affected and by which said Party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, material changes in applicable law, war, legal disputes, labor strike, rebellion, sabotage or riots, floods, unusually severe weather, fires, explosions, or other catastrophes (collectively, "Force Majeure").

WAIVERS OF SUBROGATION: OWNER and CONTRACTOR waive all rights against each other, any of their subcontractors, agents or employees and any other subcontractors for damages caused by losses covered by other insurance applicable to work except such rights as they may have to proceeds of such insurance held by the OWNER or CONTRACTOR.

INDEMNIFICATION: OWNER and CONTRACTOR agree to indemnify each other for losses, damages, penalties, other costs or expenses incurred as a result of the acts of the indemnifying party, but only to the extent such damages, losses or penalties are caused by the indemnifying party in accordance with the laws of comparative negligence established in the State of Wisconsin. Neither party agrees to indemnify the other for the negligence of the party seeking indemnification. Except for contractual obligations, neither party acknowledges any obligations to indemnify the other for acts of negligence or misconduct on the part of any independent subcontractors of either of them. The parties each agree to require their contractors/subcontractors to maintain appropriate insurance for liability for wrongful acts.

ATTORNEYS' FEES AND COSTS: In the event of default, CONTRACTOR may charge OWNER all costs of collection, including attorneys' fees and court costs, to the extent permitted by law.

LIMITATION OF LIABILITY: OWNER and CONTRACTOR each recognize that the PROJECT involves an existing building that may have features unknown or concealed from a responsible inspection. Projects involving such structures have inherently unpredictable conditions. The parties further acknowledge that they have no expectations of the other party as to performance of the Contract other than performance of the work and payment as set forth in the Proposal. Accordingly, the parties agree that in the event of any claimed breach of this Agreement by either party, any such claims shall be limited to damage occasioned directly by the breach and not for any consequential or economic losses of any sort other than actual out-of-pocket expenses. This limitation is not intended to eliminate any claims of any party, including the OWNER, which are the subject of coverage under CONTRACTOR insurance policies, or consequential damages flowing from negligent acts of either party. In the event either party is required to commence any legal action to resolve any dispute under this Agreement, the prevailing party's damages, provided that such attorney fees are not based on any blended hourly rates of service in excess of one hundred fifty dollars (\$150.00) per hour.

WARRANTY: CONTRACTOR warrants that its services will be performed in accordance with sound contracting practices and procedures. Any equipment or materials furnished will be of good quality, and that the work will conform to the requirements of the Contract Documents. CONTRACTOR agrees to correct any deficiencies in its work within one (1) year after substantial completion of the scope of work in CONTRACTOR's fully executed contract, signed agreement, purchase order or change order for projects other than inspections.

TERMINATION: OWNER and CONTRACTOR may terminate this Contract upon seven (7) days written notice of the other party's failure to perform a substantial and material obligation of this Contract. The party receiving the Notice to Terminate shall have seven (7) days to correct or resolve any alleged deficiencies. Should OWNER terminate this Agreement at no fault of CONTRACTOR, compensation shall be made to CONTRACTOR for any permit filing fees, bonding/insurance fees, direct labor, construction or material costs incurred to the time of termination.

NOTICE OF MECHANIC LIEN RIGHTS:

AS REQUIRED BY THE WISCONSIN AND ILLINOIS CONSTRUCTION LIEN LAWS CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE SIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL 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. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

For the purpose of this Agreement, signed documents transmitted by facsimile or electronic mail shall be treated as an original document and signatures thereon shall be considered original signatures.