



CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

REQUEST FOR PROPOSALS

Item Description: CONSTRUCTION SERVICES RELATED TO HAZARDOUS MATERIALS
ABATEMENT AND DEMOLITION OF 246 PRAIRIE AVENUE

Procurement/MinuteTraq #: 45647

Date to be opened: 7/29/2024

Issuing Department: PROVIDENCE REDEVELOPMENT AGENCY

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Name: Nicholas Cicchitelli
 - Title: Director of Real Estate
 - Email Address: ncicchitelli@providenceri.gov

Pre-bid Conference

There will be a Mandatory Pre-Bid Conference

June 26th at 1:00PM on-site at 246 Prairie Avenue

Deadline for Questions Submissions:

July 2nd at 12:00PM

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 7/29/2024

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have **“NOT A BID”** written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903**

****PLEASE NOTE: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.**

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.

BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 11-112) or on:*
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

******Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.***

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)

BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance **must accompany** a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.

BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder’s responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual):

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email _____

Address: _____

Agrees to bid on (Write the “Item Description” here): _____

If the bidder’s company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that is *located within Rhode Island*

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

****If you are submitting a unit price bid, please insert “Unit Price Bid”***

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title

BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder,

on

this _____ day of _____ 20_____.

Signature of Representation

Printed Name

BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder,

on

this _____ day of _____ 20_____.

Signature of Representation

Printed Name

BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

c. The Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position

MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:					
Bidder's Address:					
Point of Contact:					
Telephone:					
Email:					
Procurement #:					
Project Name:					
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither MBE nor WBE		
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> Nonprofit organizations are not required to complete the rest of this form. Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office 					
Name of Subcontractor/Supplier:					
Type of RI Certification:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither		
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP					
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):	
Anticipated Date of Performance:					
I certify under penalty of perjury that the forgoing statements are true and correct.					
Prime Contractor/Vendor Signature			Title		
Date					
Subcontractor/Supplier Signature			Title		
Date					

***If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



BID PACKAGE SPECIFICATIONS

PROVIDENCE REDEVELOPMENT AGENCY

REQUEST FOR PROPOSALS:

**CONSTRUCTION SERVICES RELATING TO
“246 PRAIRIE AVENUE PROJECT”**

**HAZARDOUS MATERIALS ABATEMENT AND DEMOLITION
OF 246 PRAIRIE AVENUE, PROVIDENCE, RI
(PLAT 045 LOT 911)**

SUBMISSIONS DUE JULY 29, 2024

PROVIDENCE REDEVELOPMENT AGENCY

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING



CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

INVITATION TO BIDDERS

The Providence Redevelopment Agency (“Agency”), in an effort to prepare the site known as “246 Prairie Avenue”, in the City of Providence, invites proposals from qualified construction firms for construction services related to the *Hazardous Building Materials Abatement, and Demolition* (“Project”). All proposals shall include the required information enumerated in this information package, however, no proposals will be accepted unless they are developed in accordance with the Agency’s funding requirements, as set forth herein.

SCOPE OF WORK:

This project entails the hazardous materials abatement and disposal, and demolition of a 41,640 SF building on 200,140 SF lot. The Project’s scope of work includes, but is not limited to hazardous materials abatement, demolition of the existing commercial building, legal disposal of hazardous and other unsuitable materials, site clean-up and preparation to obtain a uniform graded and clean site ready for a development partner.

This is federally-funded project and may be funded by multiple federal funding sources. Please ADD an ALTERNATE BID with and without Prevailing Wage requirements (See Appendix H)

The Agency has prepared the following environmental assessment and documentation Found in APPENDIX G:

- SITE INVESTIGATION REPORT & ADDENDUM (Fuss & O’Neil Aug 2023)
- LIMITED HAZARDOUS MATERIALS INSPECTIONS REPORT (Fuss & O’Neil Mar 2024)
- REMEDIAL ACTION WORK PLAN (Fuss & O’Neil Feb 2024)
 - DRAFT ASBESTOS ABATEMENT PLAN (Fuss & O’Neil Apr 2024)
 - ASBESTOS ABATEMENT (Fuss & O’Neil Apr 2024)
 - LEAD-BASED PAINT AWARENESS (Fuss & O’Neil Apr 2024)
 - LIGHTING BALLASTS AND MERCURY MANAGEMENT (Fuss & O’Neil Apr 2024)
- REMEDIAL APPROVAL LETTER (RIDEM Feb 2024)

PROVIDENCE REDEVELOPMENT AGENCY

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING

Bids may be submitted up to **2:15 P.M. on July 29, 2024** at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall. Bids should be addressed to: **Providence Redevelopment Agency, to the attention of Joseph I. Mulligan, III, Executive Director**

PROPOSED SCHEDULE

June 17, 2024	Demo Request for Proposals Released
June 26, 2024	Pre-bid conference at 1:00p.m. On-Site – 246 Prairie Ave
July 2, 2024	Questions Due by 12:00 PM (Submit electronically to: ncicchitelli@providenceri.gov)
July 29, 2024	Deadline for Submission of Bid/Proposal 12:00 PM
By August 9, 2024	Est. Bid/Proposal Awarded
By December 13, 2024	Substantial Completion
By Jan 31, 2025	Final Closeout



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

BIDDING INSTRUCTIONS

1. The Agency will select the successful bidder based on the **responsive bidder with the lowest responsible bid**, inter alia, on the following criteria: (i) cost of work to be performed; (ii) bidder qualifications and experience; (iii) time to complete work; (iv) claims history for construction work; and (v) completed bid package.
2. No proposal will be accepted if made in collusion with any other bidder.
3. A bidder or any of its subcontractors who are out-of-state corporations shall qualify or register to transact business in this State, in accordance with R.I. General Laws (as amended) §§ 7-1.1-99, 7-1.1-105, and 7-1.1-106, and shall also register with the Rhode Island Board of Contractors Registration prior to submission of a bid.
4. The Agency reserves the right to reject any and all bid(s).
5. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
6. In case of error in the extension of prices quoted, time and materials price will govern.
7. The contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Agency.
8. Commencement and Completion Dates must be shown in your bid. Subject to the provisions of paragraph 22, substantial completion must occur no later than **December 13, 2024**, and final completion must occur no later than **January 31, 2025**.
9. Successful bidder and Agency will enter into a Contract. The terms thereof will be finalized based upon the bids received, and shall be non-negotiable except for ancillary items.
10. Appropriate certificates of insurance, as specified below, will be required from the successful bidder naming the Agency and the City of Providence as additional insureds.
11. No work shall commence without a prior written authorization from PRA to proceed.
12. Before submitting any Bid, each Bidder shall have examined the site for the proposed work and shall have observed its conditions.
13. Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.
14. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.



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CITY OF PROVIDENCE, RHODE ISLAND

15. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
16. The price or prices proposed, including unit prices and allowances, where applicable, shall be stated both in WRITING and in FIGURES, and any proposal not so stated may be rejected.
17. Bids SHOULD BE TOTALED. Do not group items: price each item individually, unless express stated to do so by the Agency. Awards will be made on the basis of *total* bid.
18. Each bidder is required to state in his proposal the bidding firm's name and business location; and must state the names of all persons or firms with whom the bidder is submitting a joint bid. All bids SHOULD BE SIGNED IN INK.
19. The Agency does not require a bid bond with surety but does require the successful bidder to obtain a payment and performance bond with surety in the amount of **one hundred per centum (100%)** of the proposed total bid price, to be deposited with the Agency as a guarantee that the contract will be signed, delivered, and performed in full by the bidder; and in default thereof, the amount of both the bid bond and the performance bond shall be retained for the use of the Agency as liquidated damages on account of each such default. A minimum requirement for acceptability of surety shall be that the surety company chosen by the bidder is currently listed on U.S. Department of the Treasury Circular #570 as holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as hold a Surety License in the State of Rhode Island. An appropriate Certificate of Corporate Authority shall accompany the required bid bond and performance bond.
20. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Agency.
21. Bids will be received sealed and opened publicly on July 29th, 2024. Awards may be made to other than the low bidder in accordance with federal and state standards and regulations. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
22. Failure to deliver within the time quoted or failure to meet specifications may result in the Agency's exercise of any and all available legal and/or equitable remedies. It is agreed that timely completion is subject to strikes, lockouts, accidents, pandemics, and Acts of God which events shall extended the period of completion for a period equal to that suffered in the strikes, lockouts, accidents, pandemics, and Acts of God.
23. The successful bidder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act, Title 28, Chapter 29, Section 1, et seq., of the Rhode Island General Laws. If the successful bidder is exempt from compliance under the Worker's Compensation Act, an officer of the successful bidder shall so state by way of sworn Affidavit, which shall accompany the signed contract.
24. The successful bidder shall, prior to commencing performance under the contract, attach and submit appropriate certificates of insurance, naming the Agency and the City of Providence as additional insureds, to include:



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- a. General Commercial Liability coverage with limits of \$1,000,000 per each occurrence and \$5,000,000 in the Aggregate (for the Project). Such coverage shall protect the Firm and any of its Subcontractors from any and all claims which may arise out of the Firm's operations and completed operations under the Contract for which the Firm, its Subcontractors or any persons employed by them shall be liable, including but not limited to any such claims for bodily injury, death, disability, sickness, and damage or destruction to equipment, to property, or to the Work.
- b. Workers Compensation – Statutory coverage.
- c. Automobile Liability – owned, non-owned, and hired automobile coverage with a combined single limit of \$1,000,000.
- d. Umbrella – with limit of \$5,000,000 over General Liability and Automobile Liability.
- e. Property Coverage – The Contractor shall purchase and maintain during the life of this contract “All Risk” insurance coverage for their own equipment and property, with provision for Waiver of Subrogation against the Agency and the City.

The above-listed coverage must be provided on policies and on ACORD certificates from insurance companies that are financially rated A-VI or better by A.N. Best, by which the successful bidder will indemnify and hold harmless the Agency from and against all loss or damages arising from the performance under the Contract, including all claims for personal injury or damage to property sustained by third persons, or their agents, servants and/or those claimed under them, as specified above. The Firm shall provide a waiver of subrogation in favor of the Agency on a primary noncontributory basis.

25. The successful bidder will be required to execute a contract agreement in substantially the same form as can be found in **Appendix A**. Bidders shall submit all edits, suggestions, and comments to **Appendix A** when submitting their Bid. This will allow for an expedited period of negotiation with the awarded bidder. A contract as envisioned in **Appendix A** must be fully executed before the bid and award thereof are considered binding. All contracts stemming from any award made hereunder are subject annual appropriations.
26. This project may be partially funded with federal funds from the United States Department of Housing and Urban Development, state funds from the Rhode Island Housing and Mortgage Finance Corporation, and municipal funds from the City of Providence and therefore is subject to the federal, state, and local laws and regulations associated with those programs. Any Award stemming from this request for proposals is contingent upon successful completion of the United States Department of Housing and Urban Development environmental review, successful contracting for all funding sources, and compliance with all relevant federal, state, and local requirements.
27. Any federal Contracting Provisions for Construction Projects herein referenced and incorporated as if fully reproduced may be attached hereto as **Appendix B**. Should any terms in the Request for Proposals or **Appendix A** differ and conflict with terms found in **Appendix B**, the terms in **Appendix B** shall control. **BIDS WILL NOT BE ACCEPTED WITHOUT A FULLY EXECUTED CERTIFICATE FOUND AT THE TOP OF APPENDIX B.**



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28. A cover letter must be submitted and addressed to the Agency that identifies the bidder and contains the name, title, and telephone number of the person who will be the primary contact for the bidder and to whom the Agency may direct questions regarding the bid.
29. A summary describing the bidder's firm, its business services and experience in the area of construction. Identify all subcontractors used in preparation to submit the bid responsive to this request shall also be submitted herewith. In addition, please fill out, execute, and submit with bid a copy of the Contractor's Qualification Statement attached hereto as **Appendix C**.
30. An overview of local project staff including their relevant experience and resumes, an organizational chart, including the names of the project leaders that will be working on the project; relevant experience working collaboratively with local, state and federal regulatory agencies; relevant experience working with the City of Providence, including the Department of Planning and Development, or other City departments. Relevant experience with relevant State and Federal agencies shall be submitted with the proposal.
31. A proposal in narrative form must be submitted along with the proforma/statement of the total cost for all construction services to be provided by the bidder and/or its subcontractors, including an itemized cost for each category of work to be performed, with unit prices and/or allowances, where applicable to complete the scope of services as contained in the plans and technical specifications found in **Appendix D**. Excluded items must also be identified.
32. A list of litigation, including agency or municipal departmental violations, if any, for the past five (5) years in which the bidder was involved, describing the outcome, regarding prior construction work performed by the bidder.
33. An executed original "Lobbying Certification and Restriction Form" as required by 31 U.S.C. § 1352 as implemented at 15 CFR Part 28, attached as **Appendix E** and a statement certifying that the bidder will ensure each subcontract made in relation to the project is subject to this requirement.
34. Fully executed originals of the forms contained in **Appendix F** must accompany the bidder's submission.
35. The successful bidder shall provide as part of the bid the contaminated and hazardous soil removal quantities. Specifically, provide the quantity of contaminated soil to be disposed of at the RI Resource Recovery Landfill in Johnston, RI and provide the quantity of hazardous soil to be disposed of at the Wayne Disposal, Inc in Belleville, MI, or similar disposal facility licensed to accept said hazardous soil and approved by the Owner.
36. **Appendix G** contains environmental documents.
37. The provisions of The Davis-Bacon Act apply by way of Paragraph (D) found in Appendix II to Part 200 as referenced in 2 CFR 200.326 entitled "Contract Provisions" as adopted by 2 CFR 1327. The most recent Wage Determination guidance is attached in **Appendix H**.
38. A **Proposed Schedule** showing commencement, Substantial Completion, and Final Completion dates must be prepared and submitted. Completion of construction should be no later than January 31, 2025. The time for construction shall be no more than 90 days.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

39. A **Bid Form**, as contained in **Appendix I** must be completed and submitted with your bid package submission. Attach additional pages as necessary.
40. A copy of the General Conditions, Special Conditions, and General Contract Provisions as contained in **Appendix J** are incorporated and referenced herein to the Bidding Instructions as if fully reproduced and shall be considered fully incorporated and reproduced in **Appendix A**.
41. The Provisions of Section 3 (Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects) apply by way of the Housing and Urban Development Act of 1968 found at 24 CFR Part 75. Section 3 guidance is attached in **Appendix B**.

AMENDED TERMS AND REQUIREMENTS FOR BIDDING

Project Name Description: Construction services related to the “246 PRAIRIE AVENUE PROJECT”



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- References of similar work performed for government clients
- Licensure and/or certification for the hazardous materials remediation and disposal, demolition
- List of subcontractors to be utilized
- Certified payroll reporting



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

APPENDIX A

A G R E E M E N T
CONSTRUCTION SERVICES FOR
246 PRAIRIE AVENUE PROJECT
P R O V I D E N C E , R H O D E I S L A N D

THIS AGREEMENT made this _____ day of _____, 20____ and expiring
on _____, 20____, by and between _____

a corporation organized and existing under the laws of the State of Rhode Island, hereinafter called the "Contractor", and the Providence Redevelopment Agency hereinafter called the "Agency".

WITNESSETH, that the Contractor and the Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK: The Contractor shall furnish all supervision, technical personnel, labor, material, machinery, tools, equipment and services, including utility and transportation services, and perform and complete in an efficient and workmanlike manner all work required for **CONSTRUCTION SERVICES FOR THE 246 PRAIRIE AVENUE PROJECT** all in strict accordance with the Contract Documents for **CONSTRUCTION SERVICES FOR THE 246 PRAIRIE AVENUE PROJECT**, including all Addenda thereto, all as prepared by the Providence Redevelopment Agency, 444 Westminster Street, Suite 3A, Providence, RI 02903.

ARTICLE 2. THE CONTRACT PRICE: The Agency will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Section - Changes in the Work under General Conditions, the sum of - _____/100 - - - Dollars (\$ _____).

ARTICLE 3. CONTRACT: The executed Contract Documents shall consist of the following:

- a. This Agreement
 - b. Addenda, if any
 - c. Invitation for Bids
 - d. Instructions to Bidders w/ Supplement and Appendicies
 - e. Signed Copy of Bid
 - f. General Conditions
 - g. Special Conditions
 - h. Technical Specifications
 - i. Drawings
 - j. Performance and Labor and Material Payment Bond or Bonds
-

THIS AGREEMENT, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

Attest:

Contractor:

By:

(Name / Title)

Address:

Providence Redevelopment Agency:

By:

(Bonnie Nickerson, Executive Director)

CERTIFICATE

I, _____, certify that I am the
_____ of the Corporation named as
Contractor herein, that _____ who signed this
Agreement on behalf of the Contractor, was the _____
of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of
its governing body, and is within the scope of its corporate powers.

Corporate

Seal

APPENDIX B

**CERTIFICATE OF CONSENT
CONSTRUCTION SERVICES FOR
246 PRAIRIE AVENUE PROJECT**

P R O V I D E N C E, R H O D E I S L A N D

CERTIFICATE OF CONSENT

I, _____, certify that I am the _____ of the Corporation named as Contractor in the attached response to the request for proposals for construction services related to the 246 PRAIRIE AVENUE PROJECT; that I have read in full the attached Specifications and Contracting Provisions, as well as any federal contracting provisions for construction projects (“Controlling Instruments”), that I or my subcontractors (as applicable) have filled out all of the required forms contained within this Appendix B; and that I hereby certify on behalf of the Corporation that it consents to said Controlling Instruments and understands that said documents control over all conflicts of terms which may arise in the contractual relationship borne out of this submission. I further consent to monitoring to ensure compliance with the federal requirements and certifications herein.

Signature _____

Title _____

APPENDIX B CHECKLIST

To ensure compliance, kindly complete this checklist at the time of *bid submittal* with the required documentation listed below.

_____ Prime & any Subcontractors: all forms included within the following *Federal Construction Contract Provisions*

_____ Completed applicable MBE/WBE forms

_____ DUNS number (to obtain a free DUNS number; follow instructions included within the following *Federal Construction Contract Provisions*)

_____ Employer Identification Number (EIN)-(known as Federal Tax Identification Number)

_____ Register-System for Award Management (SAM.Gov)
(All Prime and Subcontractors must be registered in the System for Award Management and registration must be up to date-*Follow instructions in Federal Construction Provisions*)- proof of registration/renewal must be provided

_____ Listing of Trade Classifications (utilized on project)

_____ Are you a sole proprietor of your business? Yes _____ No _____

If yes, please provide a letter on your company stationary stating that you are a sole proprietor (*owner-insert name*) of said business (*insert name and address of business*) and are entitled to all profits, debts, losses and liability etcetera. The letter must be dated and signed by the owner of business.

******IMPORTANT******

In order for your *Bid* to be considered *Responsive*, all Prime/Subcontractors on federally funded projects must submit all applicable forms in the *FEDERAL CONSTRUCTION CONTRACT PROVISIONS* that follow.

Please submit applicable forms for *each subcontractor utilized* for your project.



**CITY OF PROVIDENCE
FEDERAL CONSTRUCTION CONTRACT PROVISIONS
FOR CONTRACTS EXCEEDING \$100,000**

**MONITORING AGENT:
Department of Planning & Development
Department of Housing & Human Services
Providence Redevelopment Agency
444 Westminister Street, Suite 3A
Providence, Rhode Island 02903**



DEPARTMENT OF HOUSING & HUMAN SERVICES

**INFORMATION FOR BIDDERS
PLEASE READ CAREFULLY!**

**TO BE CONSIDERED A RESPONSIVE BIDDER
YOUR BID SUBMISSION MUST CONTAIN A BID GUARANTEE EQUIVALENT TO
FIVE PERCENT OF THE BID PRICE AND THE FOLLOWING SIGNED AND
COMPLETED CERTIFICATIONS:**

For Contracts Between \$10,000 and \$100,000

- 1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES**
- 2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**
- 3. MBE/WBE FORMS**

For Contracts Exceeding \$100,000

- 1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES**
- 2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**
- 3. SECTION 3 AFFIRMATIVE ACTION PLAN**
- 4. CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM**

Additional certifications by subcontractors prior to the start of work date

1. For all subcontracts exceeding \$10,000; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity
2. For all subcontracts exceeding \$100,000; Section 3 Affirmative Action Plan, and Contractor's DBE/Subcontractor Utilization Form.
3. MBE/WBE Subcontractor Disclosure Form
4. MBE/WBE Waiver Request Form

Submission of Section 3 Utilization Report for Contracts Exceeding \$100,000

Prime Contractors must submit a Section 3 Utilization Report to the CDBG grantee or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and all Subcontractors according to the terms of the Section 3 Affirmative Action Plan.

CERTIFICATIONS FOR PRIME BIDDER

Must be submitted with Bid

All **Prime Contractors** on federally funded projects must have a **Dun & Bradstreet (D-U-N-S Number)**, a **Unique Entity Identifier (UEI)**, an **Employer Identification Number (EIN)** also known as **Federal Tax Identification Number**, and must be registered with the **System for Award Management**.

All **Subcontractors** on federally funded projects must have a **Dun & Bradstreet (D-U-N-S Number)**, a **Unique Entity Identifier (UEI)**, and a **Employer Identification Number (EIN)** also known as **Federal Tax Identification Number**.

Below are the corresponding links to register:

STEP: 1.



To obtain a **free DUNS number** if your business is not registered go to: <https://www.dnb.com/duns-number/get-a-duns.html>

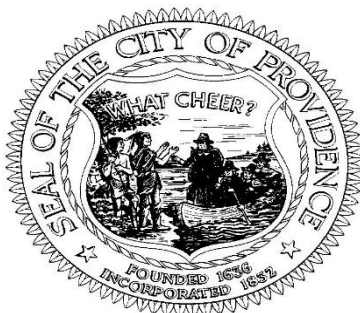
Upon receipt of a DUNS number

STEP: 2.

If your business is not registered on **Systems for Award Management** go to: <https://www.sam.gov/SAM/pages/public/index.jsf>

STEP 3:

Complete form. (Must be submitted with Bid)



DEPARTMENT OF HOUSING & HUMAN SERVICES

Additional Submission by Prime Contractor prior to the start of work date

Name of Bidder (Prime Contractor) _____

Dun & Bradstreet (D-U-N-S Number) _____

Employer Identification Number (EIN) _____
(Is also known as Federal Tax Identification Number)

Unique Entity Identifier (UEI) _____

Is your business registered with System for Award Management? Yes ___ No ___

If NO, please register your business with System for Award Management.

Date of Registration _____

Name of Subcontractor _____

Dun & Bradstreet (D-U-N-S Number) _____

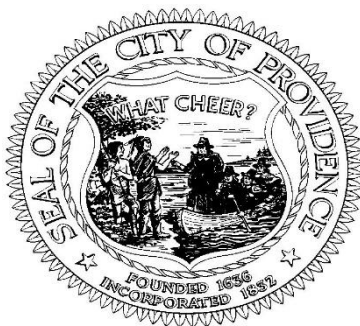
Employer Identification Number (EIN) _____
(Is also known as Federal Tax Identification Number)

Unique Entity Identifier (UEI) _____

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



DEPARTMENT OF HOUSING & HUMAN SERVICES

**CERTIFICATION OF CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

(For Prime Contracts Exceeding \$100,000)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and address of bidder

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



DEPARTMENT OF HOUSING & HUMAN SERVICES

SECTION 3 REQUIREMENTS

Each year the U.S. Department of Housing and Urban Development (HUD) invests billions of federal dollars into distressed communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist families achieve the American Dream.

The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

As a condition of receiving HUD assistance recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b).

Applicability of Section 3 to Community Planning & Development Assistance

Contractors or subcontractors that receive contracts in excess of **\$100,000** for Section 3 covered projects/activities are **required to comply** with the Section 3. Accordingly, the recipient must attempt to reach the **Section 3 minimum numerical goals** found at 24 CFR Part 135.30 by:

- 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and
- 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so.

Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

Triggering the Requirements of Section 3

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities. If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.

Recipient Responsibilities Pursuant to Section 3

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3.

Section 3 Residents and Business Concerns

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or

2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

Section 3 Business Concerns Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents; the business meets the definition of a resident-owned business, as set forth in HUD’s regulations at 24 CFR 963.5.
2. The business demonstrates that at least 20 percent of its permanent full-time employees are Section 3 residents and the business either: (i) sponsored a minimum of 10 percent of its current Section 3 employees to attend a DOL or DOL-recognized, State Apprenticeship Agency-approved, registered apprenticeship or pre-apprenticeship training program that meets the requirements outlined in DOL’s Employment Training Administration (ETA) Training and Employment Notice 13-121; or (ii) 10 percent of the employees of the business are participants or graduates of a DOL YouthBuild program.²

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

For additional information, please visit the Section 3 website at: www.hud.gov/section3.

¹ See http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=5842.

² See http://www.doleta.gov/youth_services/youthbuild.cfm.

Section 3 Clause

A. The work to be performed under this contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement, is subject to the requirements of section 3 of the Housing and Urban Development Act of 196 (Section 3). The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to those who are recipients of government assistance for housing, and to businesses that are either owned by low- or very low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.

B. The parties to this contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding agreement agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract or subcontract memorandum of understanding, cooperative agreement or similar legally binding

agreement the parties certify that they are under no contractual or other impediment that would prevent them from complying with the requirements of 24 CFR part 135.

C. The contractor agrees to identify current employees on its payroll when the contract or subcontract was awarded who will be working on the Section 3 covered project or activity and certify that any vacant employment opportunities, including training positions, that are filled:

1. After the contractor is selected; and
2. With persons other than those that meet the definition of a Section 3 resident, were not filled to circumvent the contractor's Section 3 obligations.

D. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

E. The contractor agrees to post signs advertising new employment, training, or Sub-contracting opportunities that will be available as a result of the Section 3 covered projects and activities in conspicuous places at the work site where potential applicants can review them.

F. The contractor agrees to hire, to the greatest extent feasible, Section 3 residents as 30 percent of new hires, or provide written justification to the recipient that is consistent with § 135.7(b)(4), describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

G. The contractor agrees that in order for a Section 3 resident to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.

H. The contractor agrees to award, to the greatest extent feasible, 10 percent of the total dollar amount of subsequent subcontracts awarded in connection with the Section 3 covered project or activity to Section 3 businesses, or provide written justification that is consistent with § 135.7(b)(4) describing why it was unable to meet that goal, despite their efforts to comply with the provisions of this clause.

I. The contractor agrees to notify Section 3 residents and businesses about the availability of new employment, training, or contracting opportunities created as a result of the receipt of Section 3 covered financial assistance, as stipulated by the awarding agency.

J. The contractor agrees to verify the eligibility of prospective Section 3 residents and businesses for employment, training, or subcontracting opportunities, in accordance with the recipient's policies and procedures.

K. The contractor agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR 135.37 or 24 CFR 135.57, as applicable.

L. The contractor agrees to notify potential bidders on subcontracts that are associated with Section 3 covered projects and activities about the requirements of Section 3, and include this Section 3 clause in its entirety into every subcontract awarded.

M. The contractor agrees to impose sanctions upon any subcontractor that has violated the requirements of this clause in accordance with the awarding agency's Section 3 policies and procedures.

N. The contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the awarding agency.

O. If applicable, the contractor agrees to notify each labor organization or representative of workers with which the recipient, sub-recipient, or contractor has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 residents and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

P. Failure to comply with this clause shall result in the imposition of sanctions. Appropriate sanctions for noncompliance may include: Requiring additional certifications or assurances of compliance; termination or cancelation of the contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding arrangement for default; refraining from entering into subsequent contracts, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangement; repayment of funds, and withholding a portion of contract awards, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangements.



DEPARTMENT OF HOUSING & HUMAN SERVICES

SECTION 3 AFFIRMATIVE ACTION PLAN

(Prime Contractor)

[For Prime Contracts that exceed \$100,000]

_____, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the Town/City/County of _____.

- A. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:
 - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
 - (ii) Participants in HLJD Youthbuild Programs, and
 - (iii) Other Section 3 Residents.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3

Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.

- E.** To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F.** To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G.** To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
 - (ii) Applicants selected to carry out HUD Youthbuild projects;
 - (iii) Other Section 3 business concerns.
- H.** To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
- I.** To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HLJD.
- J.** To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- K.** To submit reports to DECD and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- L.** To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- M.** To document utilization of Section 3 Employees on the covered project by having new employees, (including those of all subcontractors) from the Section 3 Area, complete the Section 3 Income Worksheet as provided by DECD
- N.** To complete a Section 3 Utilization Report and submit said report to DECD, HUD, or their designee prior to final payment for the covered project; This report will list all Section 3 Employees documented on the Section 3 Income Worksheets and be in the format provided by DECD.
- O.** To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

CONTRACTOR CERTIFICATION

As officers and representative of: _____
(Name of Contractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

Name and Title of the Authorized Representative (print or type)

Signature of Authorized Representative

Date

**CONTRACTOR'S DBE/SUBCONTRACTOR
UTILIZATION FORM**

All Bidders must furnish this form with their bid on Bid Opening day

Contractor: _____ Telephone: _____
Ext. _____

Contact Person: _____ Fax: _____

E-mail: _____

BID PRICE: \$ _____ BID DATE: ____/____/____

PROJECT # _____ PROJECT LOCATION: _____

TOTAL ANTICIPATED DBE _____ % PARTICIPATION FOR THIS SUBMISSION

W B E•	D B E•	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost per Unit/Item	Actual \$ Value
Subcontractor Total >							
DBE Total >							

**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN
FEDERALLY FUNDED CDBG CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL
NOT BECOME A PART OF THE CONTRACTUAL TERMS.**

Equal Opportunity Use:

Form received: ____/____/____ Verified by: _____

cc: Contracts Other _____

**For a complete list of certified firms and company designation (WBE/DBE) go to
<http://www.providenceri.gov>**

SECTION 3 UTILIZATION REPORT

*Must be submitted by Prime Contractor
Prior to receiving final payment of CDBG funds*



DEPARTMENT OF HOUSING & HUMAN SERVICES

SECTION 3 UTILIZATION REPORT

(To be Completed for all Prime Contracts Exceeding \$100,000)

A. SECTION 3 EMPLOYEE INFORMATION

Name of CDBG Grantee: _____

Name of Project: _____

CDBG Project Number: _____ Wage Decision Number: _____

Number of Section 3 Employees Utilized on Project by Prime Contractor: _____

Number of Section 3 Employees Utilized on Project by Subcontractors: _____

Total Number of Section 3 Employees Utilized on Project: _____

B. CERTIFICATION OF PRIME CONTRACTOR

As officer and representative of: _____

Name of Prime Contractor

Address: _____

Telephone Number: _____

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project. It is further understood that final payment from the City of Providence CDBG Program for this project cannot be made until this Report is submitted to the CDBG Grantee or authorized designee.

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



DEPARTMENT OF HOUSING & HUMAN SERVICES

**DIRECTIONS FOR COMPLETION OF
SECTION 3 UTILIZATION REPORT**

(For Prime Contracts Exceeding \$100,000)

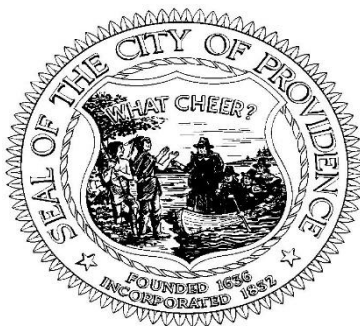
1. Determine if there has been Section 3 participation in the construction project.
 - a. If you hire new employees who reside in the county where the construction is taking place to work on the CDBG project, have them complete the one page Section 3 Income Worksheet and return it to you. Compare the Worksheet to the Section 3 Income Schedule provided you at the pre-construction conference to determine if they are Section 3 eligible.
 - b. Distribute copies of the Section 3 Income Worksheet to all subcontractors you engage for the project. Instruct them to have any new employees they hire who reside in the county where the construction is taking place complete the worksheet and have the subcontractors return the forms to you. Compare as in (a.), above to determine Section 3 eligibility.
2. Retain all Section 3 Income Worksheets with your project records.
3. Complete (A) Section 3 Employee Information area of the report.
 - a. Enter name of the community where the project is located.
 - b. Enter project name.
 - c. Enter CDBG Project Number & Federal Wage Decision Number. (Located in wage decision documents)
 - d. Enter number of Section 3 Employees you utilized on project.
 - e. Enter number of Section 3 Employees utilized by subcontractors on project
 - f. Enter total number (d + e) of Section 3 Employees utilized on project
4. Complete (B) Certification by Prime Contractor area of Report
 - a. List your name, address and telephone number of your company.
 - b. Print or type name and title of authorized company representative.
 - c. Have authorized representative sign and date Report.

IMPORTANT REMINDER!

Final payment of CDBG funds will not be made until Section 3 Utilization Report is submitted to CDBG grantee or designee

CERTIFICATIONS FOR SUBCONTRACTORS

*Must be submitted by Prime Contractor
For each applicable Subcontractor prior to start of work*



DEPARTMENT OF HOUSING & HUMAN SERVICES

CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Subcontracts Exceeding \$10,000)
INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY SUBCONTRACTOR

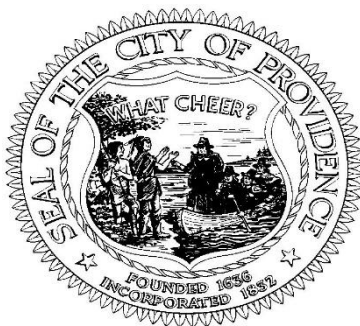
Name and address of subcontractor

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



DEPARTMENT OF HOUSING & HUMAN SERVICES
CERTIFICATION OF SUBCONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Subcontracts exceeding \$10,000)

Name of Subcontractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



DEPARTMENT OF HOUSING & HUMAN SERVICES

SECTION 3 AFFIRMATIVE ACTION PLAN

(Subcontractor)

[For Subcontracts that exceed \$100,000]

_____, Subcontractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the Town/City/County of _____.

- A. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:
 - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
 - (ii) Participants in HLJD Youthbuild Programs, and
 - (iii) Other Section 3 Residents.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.

- E.** To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F.** To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G.** To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
 - (ii) Applicants selected to carry out HUD Youthbuild projects;
 - (iii) Other Section 3 business concerns.
- H.** To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
- I.** To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HLJD.
- J.** To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- K.** To submit reports to DECD and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- L.** To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- M.** To document utilization of Section 3 Employees on the covered project by obtaining income information from new project area employees on the Section 3 Income Worksheet.
- N.** To provide all Section 3 Income Worksheets to the prime contractor for inclusion in the Section 3 Utilization Report prior to receipt of final payment of CDBG funds.
- O.** To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

SUBCONTRACTOR CERTIFICATION

As officers and representative of: _____
(Name of Subcontractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

Name and Title of the Authorized Representative (print or type)

Signature of Authorized Representative

Date

FEDERAL REQUIREMENTS

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.

2. REHABILITATION ACT OF 1973

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. SECTION 202 OF EXECUTIVE ORDER 11246

A. Activities and contracts not subject to Section 202

(Applicable to Federally assisted construction contracts and related subcontracts of \$10,000 and under.)

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Activities and contracts subject to Section 202

**Applicable to Federally assisted construction contracts
and related subcontracts exceeding \$10,000**

During the performance of this contract, the contractor agrees as follows:

- 1.a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

- 2. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and- applicants for employment.

- d) The contractor will comply with all provisions of Executive, Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for 'purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into -such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance

The applicant further agrees that it will refrain from entering into any contract. Or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order

and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part II Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply within these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR

Prior to the award of any construction contract or subcontract exceeding \$10,000, the Contractor shall submit signed Certification of Nonsegregated Facilities Forms for him/herself and all subcontractors.

4. THE AGE DISCRIMINATION ACT OF 1975

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

5. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

6. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

In connection with the planning and carrying out of any project assisted with CDBG funds, and to the greatest extent feasible, opportunities for training and employment should be given to lower-income persons residing within the unit of local government in which the project is located, and contracts for work in connection with the project should be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing -in, the same unit of local government in which the project is located. And that this contract, or any subcontracts, must adhere to and contain what is referred to as the Section 3 Clause, and which follows in its entirety:

Section 3 Clause:

- a) The work to be performed under this contracts subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The contract agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for

training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of sections 3 and 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with sec 7(b).

7. LABOR STANDARDS

- a) Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.
- c) Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.

8. TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT

LEAD-BASED PAINT HAZARDS -The use of lead-based paint, that is any paint containing more than 1%- lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being rehabilitated with funding from the Community Development program. Additionally, any evidence of a health hazard, which is, defined as cracking, scaling, peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

9. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

(P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

10. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.

The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in

the areas of historic preservation, noise control floodplains, coastal zones and wetlands, air quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.

The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

11. THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L 93-234), AS AMENDED.

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

12. ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

13. THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

14. MINORITY BUSINESS ENTERPRISES

Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.

15. CDBG CERTIFICATION

Grantee shall provide any certification required under Sections 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, and shall comply with the terms of such certifications.

16. SECTION 319 OF PUBLIC LAW 101-121

The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.

**SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND
ACCIDENT PREVENTION**

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision of direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safely Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

Federal Labor Standards Provisions (HUD 4010)
U.S. Department of Housing and Urban Development

Applicability

The Project of Program to which the Construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction of development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers of mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such

weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work actually performed, without regard to skill, excepts as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contact shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their

representatives, and HUD or its designee on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or

under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan

or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide

them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable

wage determination incorporated into the contract.

(c) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph AA.3. (ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor of subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in

his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and

participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirement of Executive Order 11246, s amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5

7. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor as provided in 29 CFR 5.12

8. Compliance with Davis-Bacon and Related Act Requirements. All ruling and interpretations of the Davis-Bacon and Related Act contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering in to this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such

Administration...makes, utter of publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surrounding or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX C



CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

DUNS NUMBER:

TAXPAYER/EMPLOYER ID NUMBER:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
 Partnership
 Individual

- Joint Venture
 Other

1. How many years has your organization been in business as a general contractor?

2. How many years has your organization been in business under its present business name?
 - a. Under what other or former names has your organization operated?

PROVIDENCE REDEVELOPMENT AGENCY
444 Westminster Street, Providence, Rhode Island 02903
401 680 8400 ph | 401 680 8492 fax
www.providenceri.com

3. If a corporation, answer the following:
 - a. Date of incorporation
 - b. State of incorporation
 - c. President's name
 - d. Vice-president's name(s)
 - e. Secretary's name
 - f. Treasurer's name

4. If an individual or a partnership, answer the following:
 - a. Date of organization
 - b. Name and address of all partners (state whether general or limited partnership)

5. If other than a corporation or partnership, describe organization and name principals.

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.

7. We normally perform the following work with our own forces.

8. Have you ever failed to complete any work awarded to you? If so, note when, where and why.

9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.

10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

11. On a separate sheet, list the major projects your organization has completed in the past five (5) years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

12. On a separate sheet, list the construction experience of the key individuals of your organization.

13. Trade references.

14. Bank references.

15. Name of bonding company and name and address of agent.

16. Attach a financial statement, audited if available, including contractor's latest balance sheet and income statement showing the following items:
 - a. Current assets (i.e. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (i.e. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - e. Other liabilities (i.e. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
 - f. Name of firm preparing financial statement and date thereof.
 - g. Is this financial statement for the identical organization named on Page One (1)?
 - h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (i.e. parent-subsiary).
 - i. Will this organization act as guarantor of the contract for construction?

17. Dated at _____ this _____
day of _____, 20_____.

Name of organization: _____

By

Title

18. _____ being duly sworn deposes and says that he/she is
the _____ of _____
contractor(s) and that answers to the foregoing questions and all statements therein contained
are true and correct.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

APPENDIX D

SCOPE OF WORK

DEMOLITION REQUIREMENTS AND SPECIFICATIONS

Providence Redevelopment Agency (PRA) seeks to engage qualified building demolition contractors to assist in the demolition of a vacant commercial property located at 246 Prairie Avenue, Providence, Rhode Island (the “Property”). Demolition work will include the demolition and removal of building, basements, and foundations, as well as, the demolition and removal of site improvements and select landscaping, as more particularly described below. Time is of the essence in the performance of this Scope of Work: demolition and all related work must be completed by January 31, 2025. The successful respondent shall be referred to herein as the “Contractor.”

CONTRACT

The Request for Proposals to which this Scope of Work is attached, and of which this Scope of Work is a material part, together with Contractor’s proposal, shall form the basis of a service contract to be entered by the parties. Contractor shall coordinate with owner and provide demolition, removal, and disposal plan for review and approval prior to initiating any work on-site.

SUMMARY

This Scope of Work includes the following components with respect to the Property. All work should be done in accordance with the following documentation made available in the following documents, as well as all applicable federal, state, and local laws and regulations.

- SITE INVESTIGATION REPORT & ADDENDUM (Fuss & O’Neil Aug 2023)
- LIMITED HAZARDOUS MATERIALS INSPECTIONS REPORT (Fuss & O’Neil Mar 2024)
- REMEDIAL ACTION WORK PLAN (Fuss & O’Neil Feb 2024)
 - DRAFT ASBESTOS ABATEMENT PLAN (Fuss & O’Neil Apr 2024)
 - ASBESTOS ABATEMENT (Fuss & O’Neil Apr 2024)
 - LEAD-BASED PAINT AWARENESS (Fuss & O’Neil Apr 2024)
 - LIGHTING BALLASTS AND MERCURY MANAGEMENT (Fuss & O’Neil Apr 2024)
- REMEDIAL APPROVAL LETTER (RIDEM Feb 2024)

PROVIDENCE REDEVELOPMENT AGENCY

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING

1. Installation of soil erosion-sedimentation control as required by DEM regulation.
2. Removal and legal disposal of asbestos in accordance with State of Rhode Island Asbestos Abatement Specifications and the federal Clean Air Act (and all implementing regulations).
3. Demolition, removal and legal disposal of building, basements, concrete/asphalt slabs, and foundations.
4. Demolition, removal and legal disposal of site improvements, including but not limited to foundation, parking slab, retaining wall, concrete sidewalk.
5. Filling of the demolition site with clean, contaminate free gravel of 1” or less, to meet existing site grades, compacted as necessary to stabilize the material and eliminate excessive settling, and cover with at least 3” of screened loam.

DEFINITIONS

Remove: Remove and legally dispose of building materials and contents

QUALITY ASSURANCE

Contractor shall comply with all applicable EPA, state and local notification regulations before starting demolition. Contractor shall comply with hauling and disposal regulations of authorities having jurisdiction; all other codes, standards, regulations, and workers' safety rules that are administered by federal agencies (HUD, EPA, OSHA, and DOT) or state agencies (State OSHA, DEM, DOH, etc.); and any other local regulations and standards (i.e. building codes) that may apply. The demolition contractor must secure all local permits. By submitting a proposal, Contractor affirms that they have familiarized themselves with the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and other conditions which may affect performance of this Scope of Work.

PROJECT CONDITIONS

The building to be demolished is vacant. PRA shall make its best efforts to maintain the site conditions existing at the time of inspection for bidding purposes.

Contractor must comply with any/all required demolition permits required by local authorities and ordinances. Contractor will not be permitted to store any removed items or materials on-site.

PROVIDENCE REDEVELOPMENT AGENCY

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING

PREPARATION

Contractor must secure all necessary permits to cut and/or cap all utilities including water, gas, electricity, and sewer; contact Dig Safe and coordinate identification of all underground utilities; and consult with RI Energy to coordinate the protection of power lines adjacent to the building.

EXPLOSIVES

The use of explosives will NOT be permitted.

POLLUTION CONTROLS

Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S.C. 1857 (C-7) (the “Clean Air Act”), the U.S. Environmental Protection Agency (“EPA”) promulgated National Emission Standards for Hazardous Air Pollutants. See 38 F.R. 8820. Asbestos was designated a hazardous air pollutant, and standards were set for its use and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures. In keeping with the Clean Air Act, Contractor shall cooperate with EPA personnel and allow EPA personnel to freely enter the demolition site, review any records, inspect any demolition method, and sample or observe any omissions.

All demolition operations conducted by Contractor are to be in compliance with applicable provisions of Section 112 of the Clean Air Act and 40 C.F.R. Part 61.

By responding to this RFP Contractor acknowledges that Sections 113(c)(1) and (2) of the Clean Air Act carry penalties and fines for non-compliance.

Contractor must use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Contractor must comply with all applicable environmental protection regulations, including DEM Regulation #5 – Fugitive Dust.

Contractor must not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

Contractor must remove and transport debris only in a manner that will prevent spillage on adjacent surfaces and areas.

Contractor must clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations, and return adjacent areas to the conditions existing before the start of demolition.

Contractor shall limit hours of operation, including staging and set up, to Monday through Friday during the hours of 7:00 a.m. to 4:00 p.m. Special hours of operation outside the normal hours must be approved in advance by Rhode Island Housing. Contractor shall limit noise pollution at all times to prevent objectionable conditions.

PROVIDENCE REDEVELOPMENT AGENCY

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING

DEMOLITION

Building Demolition: Subject to the exceptions listed above, Contractor shall demolish all buildings, structures, facilities, and other debris (including brush) that comprise the Property, and completely remove same from the site. Contractor shall perform demolition operations in accordance with all applicable laws and regulations and the following general policies:

- Ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.
- Dispose of demolished items and materials promptly. On-site storage of removed items is prohibited.
- Break up and remove concrete and asphalt slabs on grade, unless otherwise shown to remain.
- Remove air-conditioning equipment without releasing refrigerants.
- Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:

- Basement Excavation
- Below grade structures, foundation and basement slab shall be totally removed.
- Filling Below-Grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with lead free gravel to meet existing site grades with clean soil.

Special Conditions: The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Any damage to surrounding buildings or property will be promptly repaired by the Contractor at its sole expense.

DISPOSAL OF DEMOLISHED MATERIALS

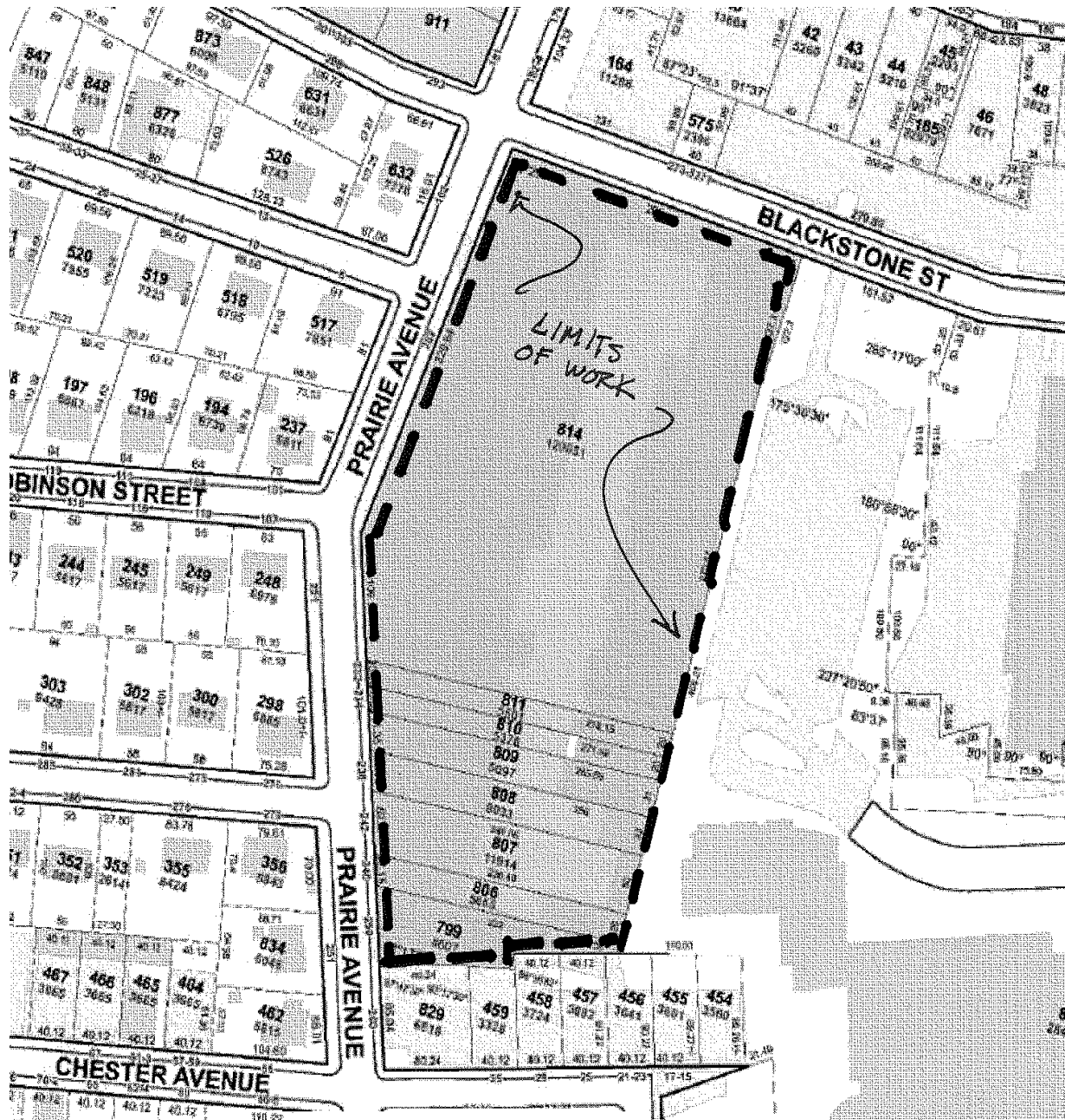
General: Contractor must promptly and properly dispose of demolished materials. Contractor may not allow demolished materials to accumulate on-site, and may not burn demolished materials.

Landfill Disposal: Contractor shall transport all demolished materials off-site and legally dispose of them. Contractor must supply PRA with copies of all landfill and disposal receipts.

PROVIDENCE REDEVELOPMENT AGENCY

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING

Site Plan



PROVIDENCE REDEVELOPMENT AGENCY

JOSEPH A. DOORLEY JR. MUNICIPAL BUILDING, 444 WESTMINSTER ST, PROVIDENCE RI 02903
PHONE 401.680.8400 | WWW.PROVIDENCERI.GOV/PLANNING

APPENDIX E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

APPENDIX F

CERTIFICATE OF CORPORATE AUTHORITY
CONSTRUCTION SERVICES FOR
246 PRAIRIE AVENUE PROJECT

P R O V I D E N C E , R H O D E I S L A N D

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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as Contractor in the within submission; that, _____ who signed the submission on behalf of the Contractor was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said submission was duly signed, sealed, and attested to for and on behalf of said Corporation by its own authority.

_____(Corporate Seal)

Title

NON-COLLUSION AFFIDAVIT of PRIME BIDDER
CONSTRUCTION SERVICES FOR
ROGER WILLIAMS PARK GATEWAY 246
PRAIRIE AVENUE PROJECT

PROVIDENCE, RHODE ISLAND

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State of _____)
County of _____) ss

_____, being first duly sworn, deposes and says that:

- (1) He is the _____ of _____, the Bidder that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Providence Redevelopment Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to before me this

_____ day of _____, 20_____

Title

My Commission expires _____

**CERTIFICATION OF NON-SEGREGATED FACILITIES
CONSTRUCTION SERVICES FOR
ROGER WILLIAMS PARK GATEWAY246
PRAIRIE AVENUE PROJECT**

P R O V I D E N C E , R H O D E I S L A N D

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CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work rooms, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. & 1001.

DATE _____, 20____

Official Address:

Name of Bidder (Firm):

By _____
(Signature)
Title _____

BIDDER'S CERTIFICATION for
EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION SERVICES FOR
ROGER WILLIAMS PARK GATEWAY246
PRAIRIE AVENUE PROJECT
PROVIDENCE, RHODE ISLAND

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In compliance with Executive Order 11246 Equal Opportunity (GC II, Section 210, or latest publication) the Bidder hereby certifies he shall comply with Bid Conditions, Affirmative Action Requirements, Equal Employment Opportunity, as provided in the attachment Shown on pages GC II - 47a to GC II - 47f, or latest publication.

Full name and address of individual or concern submitting this Bid:

Signed _____ Title

_____ Date

Notice: Bid should be signed in ink by a person having proper legal authority, and the person's title should be given, such as "Owner" in the case of an individual, "Partner" in the case of a general partnership, "President", Treasurer, or other authorized officer in the case of a corporation.

SPECIAL REQUIREMENT for
ALL OUT-OF-STATE CONTRACTORS and FIRMS
CONSTRUCTION SERVICES FOR
ROGER WILLIAMS PARK GATEWAY246 PRAIRIE AVENUE
PROJECT
P R O V I D E N C E , R H O D E I S L A N D

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It is the understanding of any and all out-of-state firms and companies must be registered to do business in the State of Rhode Island with the Secretary of State's Office. Any false statements made in this regard will cause this Contract to become null and void at the option of the Agency, therefore, in accordance with this requirement the following statement is made:

I (we) being duly sworn officers of said company or firm, hereby declare and affirm that this company or firm is registered with the Rhode Island Secretary of State's Office to do business in Rhode Island.

Company or Firm

Attest:

By _____

Title _____

Note: If proposal is being made by an in-state contractor or firm, this form may be left blank.

**CERTIFICATION with Regard to PERFORMANCE
of PREVIOUS CONTRACTS and SUB CONTRACTS
CONSTRUCTION SERVICES FOR
ROGER WILLIAMS PARK GATEWAY²⁴⁶
PRAIRIE AVENUE PROJECT
P R O V I D E N C E , R H O D E I S L A N D**

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The Bidder _____, proposed Subcontractor _____, hereby certifies that he has _____ has not _____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10924, 11114, or 11246 and that he has _____, has not _____, filled with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements:

(Company)

By _____

Date _____

Title _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1)), and must be submitted by bidders and proposed subcontractors any in connection with the contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-15. Generally, only contracts or subcontracts of \$10,000.00 or under are exempt.

Currently, Standard Form 100 (EEO-11) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**AFFIDAVIT of NON-DISCRIMINATION
CONSTRUCTION SERVICES FOR
ROGER WILLIAMS PARK GATEWAY 246 PRAIRIE AVENUE PROJECT
PROVIDENCE, RHODE ISLAND**

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State of _____ ss.
County of _____

_____, being first duly sworn, deposes and says that:

He is the _____ of _____
a corporation organized and existing under the Laws of _____ and the
Contractor for the _____

Project No. _____ that he makes this affidavit for and on behalf of said Corporation; that during the period
_____, 20__ to _____, 20__, the said corporation has maintained the

practices of employment as required by federal, state, and city laws in regards to the hiring of employees for the
aforementioned project and that in employment, upgrading, the demotion or transfer, recruitment or recruitment
advertising; layoffs or termination, rates of pay or other forms of compensation; and selection for training including
apprenticeship, that it has not discriminated against any employee or applicant for employment on the work
covered by this contract because of race, religion, color or national origin.

(Signed) _____

Title

Subscribed and sworn to before me this

_____ day of _____, 20 ____

(Signed) _____

Title

(Seal)

My Commission Expires _____, 20 ____

CERTIFICATION OF NON-DISCRIMINATION IN
EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION SERVICES FOR
ROGER WILLIAMS PARK GATEWAY 246 PRAIRIE
AVENUE PROJECT

PROVIDENCE, RHODE ISLAND

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CERTIFICATION OF NON-DISCRIMINATION IN EQUAL EMPLOYMENT OPPORTUNITY

The bidder represents the he/she has, _has not, participated in a previous contract or subcontract to either the equal opportunity clause contracted in Section 202 of the Executive Order 11246; that he/she has, has not, filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations; and that representations indicating submission of required compliance reports, signed by proposed subcontractors will be obtained prior to subcontract awards.

Company Name

BY: _____

Title: _____

Date

**PROPOSED SUBCONTRACTORS
CONSTRUCTION SERVICES FOR
ROGER WILLIAMS PARK GATEWAY246
PRAIRIE AVENUE PROJECT
P R O V I D E N C E , R H O D E I S L A N D**

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I, _____ the BIDDER, hereby propose to utilize the following named SUBCONTRACTORS for the CONSTRUCTION SERVICES FOR ROGER WILLIAMS PARK GATEWAY246 PRAIRIE AVENUE PROJECT, Providence, RI. for the work items and/or estimated prices stated below and understand that the Owner reserves the right to reject any subcontractor if investigation determines they do not meet federal requirements or are otherwise unacceptable for the Project.

1. WORK ITEM/DESCRIPTION:

Estimated Value of Work \$ _____
Subcontractor: _____
Address: _____
City/State/Zip-Code: _____
Telephone No.: _____

2. WORK ITEM/DESCRIPTION:

Estimated Value of Work: \$ _____
Subcontractor: _____
Address: _____
City/State/Zip-Code: _____
Telephone No.: _____

3. WORK ITEM/DESCRIPTION:

Estimated Value of Work: \$ _____
Subcontractor: _____
Address: _____
City/State/Zip-Code: _____
Telephone No.: _____

4. WORK ITEM/DESCRIPTION:

Estimated Value of Work: \$ _____
Subcontractor: _____
Address: _____
City/State/Zip-Code: _____
Telephone No.: _____

PROPOSED SUBCONTRACTORS
Page 2

5. WORK ITEM/DESCRIPTION:

Estimated Value of Work \$ _____
Subcontractor: _____
Address: _____
City/State/Zip-Code: _____
Telephone No.: _____

6. WORK ITEM/DESCRIPTION:

Estimated Value of Work: \$ _____
Subcontractor: _____
Address: _____
City/State/Zip-Code: _____
Telephone No.: _____

7. WORK ITEM/DESCRIPTION:

Estimated Value of Work: \$ _____
Subcontractor: _____
Address: _____
City/State/Zip-Code: _____
Telephone No.: _____

8. WORK ITEM/DESCRIPTION:

Estimated Value of Work: \$ _____
Subcontractor: _____
Address: _____
City/State/Zip-Code: _____
Telephone No.: _____

9. WORK ITEM/DESCRIPTION:

Estimated Value of Work: \$ _____
Subcontractor: _____
Address: _____
City/State/Zip-Code: _____
Telephone No.: _____

APPENDIX G

Environmental documents

- SITE INVESTIGATION REPORT & ADDENDUM (Fuss & O'Neil Aug 2023)
- LIMITED HAZARDOUS MATERIALS INSPECTIONS REPORT (Fuss & O'Neil Mar 2024)
- REMEDIAL ACTION WORK PLAN (Fuss & O'Neil Feb 2024)
 - DRAFT ASBESTOS ABATEMENT PLAN (Fuss & O'Neil Apr 2024)
 - ASBESTOS ABATEMENT (Fuss & O'Neil Apr 2024)
 - LEAD-BASED PAINT AWARENESS (Fuss & O'Neil Apr 2024)
 - LIGHTING BALLASTS AND MERCURY MANAGEMENT (Fuss & O'Neil Apr 2024)
- REMEDIAL APPROVAL LETTER (RIDEM Feb 2024)



FUSS & O'NEILL

August 4, 2023

Ms. Rachel Simpson
Senior Environmental Scientist
Office of Land Revitalization & Sustainable Materials Management
Rhode Island Department of Environmental Management
235 Promenade Street
Providence, RI 02908-5767

RE: Site Investigation Report Addendum
Former Urban League of Rhode Island, Inc.
City of Providence Assessor's Plat 45, Lot 911
246 Prairie Avenue, Providence, Rhode Island
RIDEM File No. SR-28-2086

Dear Ms. Simpson:

The purpose of this letter is to provide a Site Investigation Report (SIR) Addendum and a response to comments issued following review of the *Site Investigation Report (SIR)* for the above-referenced Site, which was prepared by Fuss & O'Neill, Inc. (Fuss & O'Neill) and submitted to the Rhode Island Department of Environmental Management (RIDEM) on September 30, 2022. Comments were issued by RIDEM to the Providence Redevelopment Agency (PRA) via an *SIR Comment Letter* (SR-28-2086) dated October 14, 2022.

Below is a brief summation of your comments (*in italics*), followed by our response:

- 1) **RIDEM Comment** – *Section 2.1: Please confirm whether the building in which the former dry-cleaning facility existed remains on-site or has been demolished, slab and all. Also, please provide any additional information regarding the commercial businesses previously at the Site.*

Fuss & O'Neill Response: The former dry-cleaning facility is no longer present on Site. Based on an inspection of the Site and a review of historical sources (i.e., aerial photographs and Sanborn fire insurance maps) the former dry-cleaning facility was located in the central portion of the existing Site building and was not a separate structure. Consequently, the slab of the former dry-cleaning facility is presumed to still be intact.

According to a *Phase I Environmental Site Assessment (ESA) Report* for the Site, completed by Environmental Strategies & Management (ES&M) in August 2020, the Site building was previously divided into various units identified as 198-246 Prairie Avenue. According to historical City Directories, businesses previously located at the Site included restaurants,

317 Iron Horse Way
Suite 204
Providence, RI
02908
t 401.861.3070
800.286.2469
f 401.861.3076

www.fando.com

California
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

Ms. Rachel Simpson

August 4, 2023

Page 2

markets, a barber, a health center, the aforementioned dry cleaner, and a neighborhood center.

- 2) **RIDEM Comment** – *Section 2.6.3: It is stated in this section that National Grid allegedly contracted Clean Harbors to “conduct remedial response actions for the soil containing petroleum surrounding the transformer.” It is later stated that “files or documentation regarding the cleanup and transformer replacement were not available for review.” If files were not available for review to confirm remedial actions surrounding the transformer, please explain why no additional assessment of this area was completed as part of the investigation to ensure that petroleum is no longer a concern at the Site.*

Fuss & O’Neill Response: Representatives from RI Energy (formerly National Grid) confirmed that the transformer was replaced and the release to soil remediated in 2021. On May 25, 2021, a *Release Response Report* was completed by Coneco Engineers & Scientists (Coneco). According to the report, the mineral oil dielectric fluid (MODF) in the transformer was sampled and characterized to be “non-PCB.”

Remedial actions conducted at the Site included draining the remaining MODF (approximately 157 gallons) from the transformer, the excavation of soil containing petroleum, and the removal of approximately seven (7) cubic yards of remediation waste. The remediation waste included soil, the former transformer concrete pad, and spent sorbent materials.

Confirmatory soil samples were collected from the limits of the soil excavation and submitted for analysis of total petroleum hydrocarbons (TPH). Laboratory analysis of the soil samples reported concentrations of TPH below the RIDEM Residential Direct Exposure Criteria (R-DEC) of 500 milligrams per kilogram (mg/kg) and the GB Leachability Criteria of 2,500 mg/kg.

Coneco’s opinion was that no further action was warranted for the release. The *Release Response Report* by Coneco is provided as *Attachment A*.

- 3) **RIDEM Comment** – *Section 2.8:*
- a. *Why were PAHs not considered a compound of concern and included in soil analyses by F&O, especially when it is later stated throughout the report that soil throughout the subject site was observed to consist of fill and soil boring logs noted trace coal? The two samples taken by ES&M in their Limited Subsurface Investigation and analyzed for SVOCs are not enough to definitively state that SVOCs/PAHs are not a concern at the Site. Please take additional samples, both at the surface and at depth, and analyze for SVOCs.*

Ms. Rachel Simpson

August 4, 2023

Page 3

Fuss & O'Neill Response: Additional soil sampling was conducted by Fuss & O'Neill personnel on behalf of the City and funded by the RIDEM Targeted Brownfield Assessment Program. The soil sampling was conducted in accordance with a site-specific *Quality Assurance Project Plan (QAPP) Modification* that was prepared by Fuss & O'Neill and approved by the United States Environmental Protection Agency (USEPA) on June 1, 2023. The *QAPP Modification* was an amendment to the 2022 Site-specific *QAPP Addendum* that was previously prepared for Phase II Environmental Site Assessment activities to be conducted at the Site and previously approved by USEPA and RIDEM.

The additional soil sampling was conducted on June 21, 2023, by Fuss & O'Neill personnel. Five (5) additional soil borings were advanced throughout the Site using direct-push Geoprobe® drilling methods. Boring locations were chosen to provide horizontal coverage of the Site to evaluate for Site-wide presence of fill material. Refer to the attached *Figure 1* for boring locations, and soil boring logs are included in *Attachment B*.

Soil samples were screened using a photoionization detector (PID) utilizing the “Bag Method.” Two soil samples were collected from each boring for laboratory analysis, and an additional soil sample was collected as a field duplicate. One (1) soil sample was collected from each boring location at shallow depths (zero to two feet below grade (fbg)), and one (1) soil sample was collected deeper – either in native soil or at the observed groundwater table. If boring locations were within pavement, the shallow soil sample was collected deeper (i.e., one to three fbg) to avoid cross contaminating the sample with asphalt debris.

Samples were analyzed at New England Testing Laboratory (NETLab) of West Warwick, Rhode Island for semi-volatile organic compounds (SVOC) by USEPA Method 8270. A summary of the results is included in the attached *Table 1*, and a copy of the laboratory analytical report is included herein in *Attachment C*.

The results were compared to the RIDEM Method 1 Residential and Industrial/Commercial Direct Exposure Criteria (R-DEC and I/C-DEC, respectively). The reported concentrations of SVOC in soil samples were below the applicable RIDEM regulatory criteria, except for the shallow soil sample collected from soil boring SB-01 and its field duplicate. As indicated in *Table 1*, multiple SVOC were present in a soil sample collected from soil boring SB-01 at a depth of 0.5 to 2 fbg at concentrations above the applicable RIDEM R-DEC and/or I/C-DEC. As depicted on *Figure 1*, soil boring SB-01 was located at the southeast portion of the Site.

Ms. Rachel Simpson

August 4, 2023

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In addition to the sample from soil boring SB-01 containing SVOC, the 2022 *SIR* reported concentrations of arsenic in a soil sample collected from soil boring MW-01 at a depth of zero to two fbg above the applicable RIDEM R-DEC and I/C-DEC. No other soil samples collected from the Site contained analytes at concentrations above the R-DEC.

Accounting for the information presented herein, an updated review of the Remedial Alternatives Evaluation for the Site was conducted. Based on the information provided in the *SIR* and the *SIR* Addendum herein, the most feasible remediation strategy for the subject site remains Remedial Alternative #3 – Excavation of Soil Containing Arsenic and SVOC, Vapor Mitigation, and Institutional Controls. Construction of a soil remediation cap should be considered as a contingency remedial option. If the volume of soil containing arsenic and SVOC requiring off-Site disposal becomes financially or technically infeasible for the performing party to excavate and dispose, this contingency remedial option may be implemented. The final remedial design would be presented in a Remedial Action Work Plan (RAWP) for submission to and approval by RIDEM, in accordance with Section 1.10 of the *Remediation Regulations*. The RAWP should be compatible with the final redevelopment plan for the Site.

- b. Why was TPH not considered a compound of concern given no records have been provided to confirm the remedial actions surrounding the transformer?*

Fuss & O'Neill Response: Refer to our response to RIDEM Comment No. 2 for a detailed discussion of the transformer remediation.

- 4) ***RIDEM Comment*** – *Section 8.4: Should the existing on-site building remain, a sub-slab vapor mitigation system shall also be installed in said building. Additionally, sub-slab soil gas sampling and analysis via TO-15 is necessary, especially near the dry cleaner area, to determine if the system should be active or passive.*

Fuss & O'Neill Response: The current building will be fully demolished, and redevelopment activities will include the construction of a new building for commercial use. Therefore, no additional sub-slab soil gas sampling was conducted. The RAWP for the Site will include a requirement for a sub-slab mitigation system, either passive or active, and a soil vapor barrier to mitigate exposure VOC vapors to future Site building users.

Ms. Rachel Simpson

August 4, 2023

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If you have any questions or require additional information, please contact the undersigned.

Sincerely,



Timothy F. Nevins, LSP, CHMM
Senior Project Manager

Brian E. Kortz, CPG, LSP, CNU-A
Vice President | Office Manager

/rlz

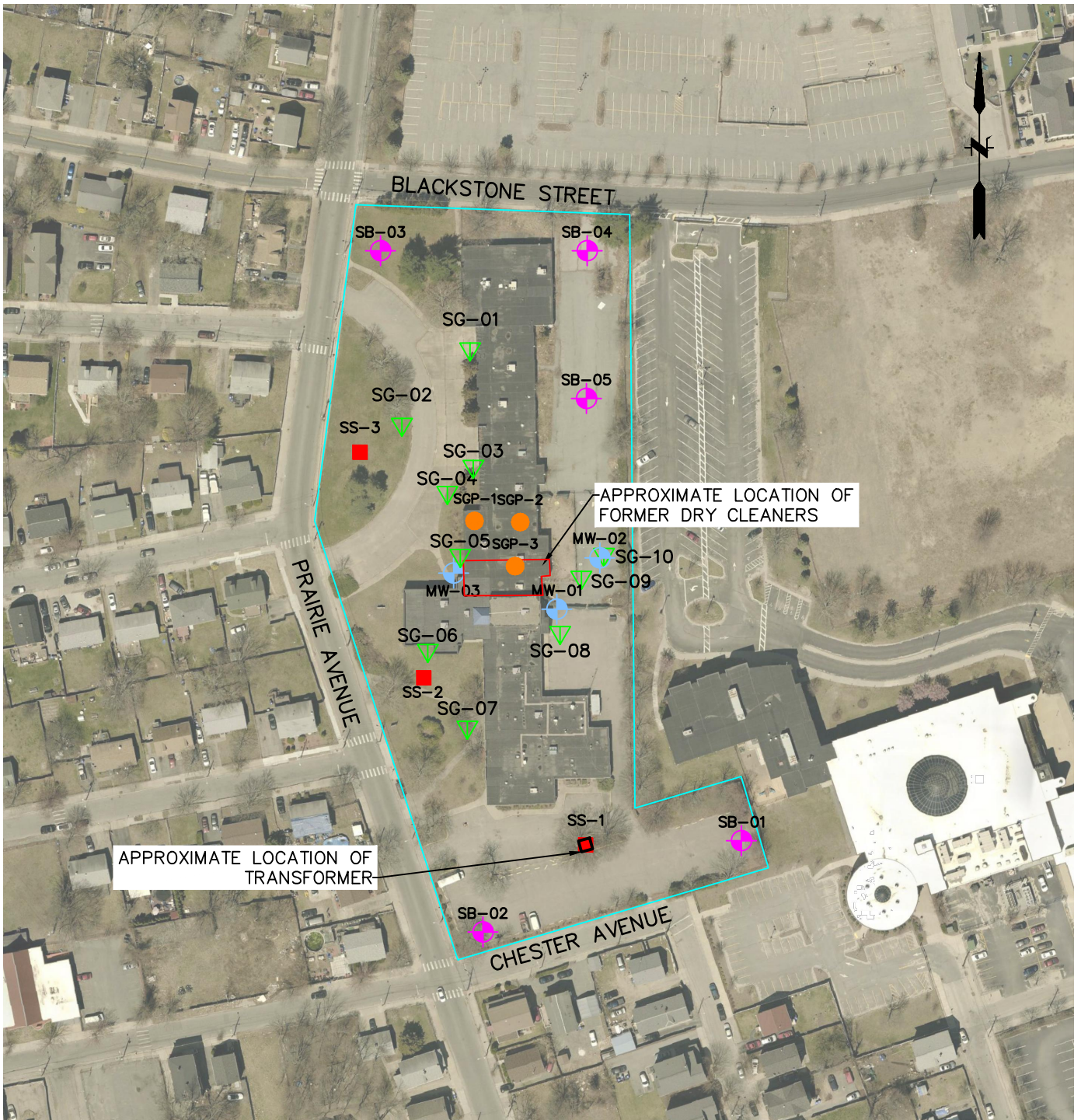
Attachments: Figure 1 – Site Plan
Table 1 – Summary of Soil Analytical Results
A – *Release Response Report* for Pad-Mounted Electrical Transformer
B – Soil Boring Logs
C – Laboratory Analytical Report

C: Mr. David Everett, City of Providence
Ms. Jessica Lance, City of Providence
Ms. Erin Bradley, Providence Redevelopment Agency
Mr. Nick Cicchitelli, City of Providence
Ms. Amy Jean McKeown, USEPA

Figure

Site Plan

File Path: J:\DWG\2015\1007\U10\EnvironmentalPlan\20151007_A30_STP01.dwg Layer: 08:5X11-P Plotted: Fri, August 04, 2023 - 1:18 PM User: cflannery
 Plotter: DWG TO PDF-PC3 CTB File: FO.STB
 LAYER STATE:



LEGEND

- SITE BOUNDARY
- ◆ JUNE 2022 SOIL BORING/MONITORING WELL
- ◆ JUNE 2023 SOIL BORING
- ▼ JUNE/JULY 2022 SOIL GAS SAMPLE
- SEPTEMBER 2020 SOIL GAS SAMPLE
- SEPTEMBER 2020 SOIL SAMPLE

MAP REFERENCES AND NOTES

THIS MAP WAS PREPARED FROM RIGIS COLOR ORTHO IMAGERY (2019)
 SOURCE: THE RHODE ISLAND GEOGRAPHIC INFORMATION SYSTEM (RIGIS)
 SITE FEATURES ARE APPROXIMATE
 SEPTEMBER 2020 SAMPLING LOCATIONS BASED ON A DRAWING TITLED "SITE MAP" PREPARED BY ES&M.

SCALE:	
HORZ.:	1" = 150'
VERT.:	
DATUM:	
HORZ.:	
VERT.:	
GRAPHIC SCALE	



FUSS & O'NEILL

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 PROVIDENCE, RI 02908
 401.861.3070
 www.fando.com

CITY OF PROVIDENCE

SITE PLAN

246 PRAIRIE AVENUE

PROVIDENCE

RHODE ISLAND

PROJ. No.: 20151007.U10
 DATE: AUGUST 2023

FIGURE 1

Table

Summary of Soil Analytical Results



Table 1
Summary of Soil Analytical Data

Former Urban League of Rhode Island, Inc.
246 Prairie Avenue, Providence, Rhode Island
August 2023

	Location ID	SB-01	Field Dup (SB-01)	SB-01	SB-02	SB-02	SB-03	SB-03	SB-04	SB-04	SB-05	SB-05	RIDEM Regulatory Criteria		
	Sample Number	0621-03	0621-FD	0621-04	0621-01	0621-02	0621-05	0621-06	0621-07	0621-08	0621-09	0621-10	R-DEC	I/C-DEC	GB-LC
	Sample Date	6/21/2023	6/21/2023	6/21/2023	6/21/2023	6/21/2023	6/21/2023	6/21/2023	6/21/2023	6/21/2023	6/21/2023	6/21/2023			
	Depth Interval (fbg)	0.5-2	0.5-2	14-15	1-2	13-14	2-3	13-14	1-3	15-16	1-3	14-15.5			
	Headspace (ppmv)	0.1	0.1	0.0	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0			
	Sample Type	Grab	Duplicate	Grab	Grab	Grab	Grab	Grab	Grab	Grab	Grab	Grab			
USEPA METHOD 8270D-E - SVOC															
Benzo(a)anthracene	µg/kg	912	1,060	220	215	ND<133	340	ND<133	209	ND<140	ND<139	ND<140	900	7,800	----
Benzo(a)pyrene	µg/kg	1,070	1,240	202	254	ND<133	318	ND<133	241	ND<140	ND<139	ND<140	400	800	----
Benzo(b)fluoranthene	µg/kg	1,380	1,570	253	321	ND<133	397	ND<133	314	ND<140	162	ND<140	900	7,800	----
Benzo(g,h,i)perylene	µg/kg	949	1,130	ND<139	234	ND<133	ND<265	ND<133	219	ND<140	ND<139	ND<140	800	10,000,000	----
Benzo(k)fluoranthene	µg/kg	522	561	ND<139	ND<135	ND<133	ND<265	ND<133	ND<135	ND<140	ND<139	ND<140	900	78,000	----
Chrysene	µg/kg	956	1,090	197	202	ND<133	315	ND<133	217	ND<140	ND<139	ND<140	400	780,000	----
Fluoranthene	µg/kg	1,830	2060	444	456	ND<133	670	ND<133	361	ND<140	ND<139	ND<140	20,000	10,000,000	----
Indeno(1,2,3-cd)pyrene	µg/kg	896	1,070	ND<139	219	ND<133	ND<265	ND<133	205	ND<140	ND<139	ND<140	900	7,800	----
Phenanthrene	µg/kg	642	796	229	154	ND<133	473	ND<133	ND<135	ND<140	ND<139	ND<140	40,000	10,000,000	----
Pyrene	µg/kg	1,760	1,960	394	454	ND<133	593	ND<133	400	ND<140	273	ND<140	13,000	10,000,000	----

Created by: EFK
Checked by: CJE

NOTES:

fbg: feet below grade
ppmv: part per million by volume
Only the last six digits of the sample numbers are given.
Only target analytes detected in at least one sample are listed
SVOC: semi-volatile organic compounds

RIDEM: Rhode Island Department of Environmental Management
µg/kg: micrograms per kilogram
ND<X: compound not detected above laboratory reporting limit
----: not established

R-DEC: Residential direct exposure criteria
I/C-DEC: Industrial/Commercial direct exposure criteria
GB-LC: GB leachability criteria
Shaded, bold, and underlined values exceed one or more regulatory criteria.
Shaded and bold = Values exceed the R-DEC
Shaded, underlined, and bold = Values exceed the R-DEC and I/C-DEC

Attachment A

Release Response Report for Pad Mounted
Electrical Transformers

RELEASE RESPONSE REPORT
NO-PCB MINERAL OIL DIELECTRIC FLUID RELEASE
PAD-MOUNTED ELECTRICAL TRANSFORMER
246 PRAIRIE AVENUE
PROVIDENCE, RHODE ISLAND
CASE No. 2021-114


SUBMITTED TO:

Ms. Lynne DeBritto
Rhode Island Department of Environmental Management
Office of Emergency Response
235 Promenade Street, Suite 438
Providence, Rhode Island 02908-5767

ON BEHALF OF:

The Narragansett Electric Company
Mr. William Howard
Principal Environmental Scientist
280 Melrose Street
Providence, Rhode Island 02907

PREPARED BY:

 **C O N E C O**
Engineers & Scientists
May 25, 2021
Coneco Project No. 11317



May 25, 2021
Coneco Project No. 11317

Ms. Lynne DeBritto
Rhode Island Department of Environmental Management
Office of Emergency Response
235 Promenade Street, Suite 438
Providence, Rhode Island 02908-5767

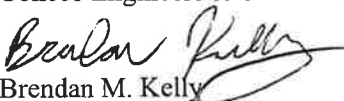
RE: Release Response Report
No-PCB Mineral Oil Dielectric Fluid Release
Pad-Mounted Electrical Transformer
246 Prairie Avenue
Providence, Rhode Island
Case No. 2021-114

Dear Ms. DeBritto:


On behalf of The Narragansett Electric Company (TNEC), Coneco Engineers & Scientists, Incorporated provided oversight of remedial actions pertaining to a historical release of approximately 58 gallons of no-polychlorinated biphenyl (no-PCB) mineral oil dielectric fluid (MODF). The release occurred from a 150 kVA pad-mounted electrical transformer located at 246 Prairie Avenue in Providence, Rhode Island. The release was identified on March 18, 2021 and was the result of corrosion at the base of the transformer’s oil-filled reservoir, resulting in a slow, intermittent weep of no-PCB MODF. Response actions were conducted to assess release conditions, remediate impacted media and surfaces to the extent practicable, and evaluate whether this release is likely to adversely affect human health and environmental receptors. The information contained in this report supplements the initial documentation submitted by TNEC to the Rhode Island Department of Environmental Management (RIDEM) Office of Emergency Response on March 30, 2021. The remedial actions completed to address this release were performed in accordance with the requirements of RIDEM’s *Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases* and the *Oil Pollution Control Regulations*.

In summary, remedial activities completed in relation to this release have remediated no-PCB MODF-impacted media in accordance with the applicable regulations and no further action is required at this time to address this release. If there are any questions regarding this submittal, please contact the undersigned.

Respectfully Submitted,
Coneco Engineers & Scientists, Incorporated


Brendan M. Kelly
Environmental Scientist


Katie M. Loftus
Project Manager


Brian F. Klingler, PG, LSP
Principal Geologist

BMK:KML:BFK;jw
U:\11317_RRR.docx

cc: Mr. William Howard - TNEC

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FIGURES

Figure 1	Locus Map
Figure 2	Aerial Image
Figure 3	Site Plan

APPENDICES

Appendix 1	Photographs
Appendix 2	Laboratory Analytical Documentation
Appendix 3	Disposal Documentation
Appendix 4	TNEC Release Documentation

1.0 RELEASE OVERVIEW

1.1 Introduction

On March 18, 2021, The Narragansett Electric Company (TNEC) identified a historical release of mineral oil dielectric fluid (MODF) from a 150 kVA pad-mounted electrical transformer located at 246 Prairie Avenue in Providence, Rhode Island. Following the identification of the release, TNEC contracted Coneco Engineers & Scientists, Incorporated (Coneco) to assess release conditions and oversee response actions. TNEC conducted an inspection of the leaking transformer and surrounding area to evaluate the release conditions. Based on visual observations of staining, the release was noted to have impacted an approximately 90 square-foot surficial area comprising the concrete transformer pad, landscaped mulch, and underlying soil. On March 18, 2021, Clean Harbors Environmental Services, Incorporated (CHESI) deployed granular absorbent material throughout the release area to absorb and mitigate tracking and further migration of the released MODF. An electrical outage, required to facilitate remedial actions, was coordinated with the customer and scheduled for March 23, 2021.

In accordance with the Rhode Island Department of Environmental Management (RIDEM) *Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations)* and *Oil Pollution Control Regulations (OPC Regulations)*, on behalf of TNEC, Coneco notified RIDEM of the release at approximately 9:27 a.m. on March 18, 2021.

Consistent with the requirements of RIDEM regulations, this corrective action and assessment was intended to remediate impacted media and surfaces to the extent practicable, document environmental conditions in the vicinity of the release at the conclusion of response actions, and evaluate whether this release is likely to adversely affect human health and environmental receptors.

1.2 Release Area Parameters

The contact information for the party conducting response actions in relation to the MODF release is as follows:

The Narragansett Electric Company
Mr. William Howard
Principal Environmental Scientist
280 Melrose Street
Providence, Rhode Island 02907
Tel: (401) 784-7490
Email: William.Howard@nationalgrid.com

Coordinates:

Latitude/Longitude:	41.80746°	-71.41495°
UTM:	4,631,218 Meters N	299,391 Meters E (Zone 19)

Location:

The “Release Area,” which is defined as the approximately 90 square-foot area impacted by the release, is located approximately 60 feet south of the commercial structure identified as 246 Prairie Avenue and approximately 170 feet northeast of the intersection of Prairie Avenue and Chester Avenue in a mixed-use residential/commercial portion of Providence, Rhode Island. A Locus Map and Aerial Image are included as Figures 1 and 2, respectively. Photographs of the Release Area are included as Appendix 1.

Weather:

Weather conditions during the performance of response actions on March 23, 2021, were clear and dry with temperatures in the 50s, Fahrenheit.

Vegetation:

No vegetation was impacted by the release.

Utilities:

Underground electrical lines associated with the subject pad-mounted electrical transformer are located in the immediate vicinity of the Release Area. Approximate known utility locations are depicted in Figure 3.

Ownership:

The pad-mounted electrical transformer associated with the release of MODF is owned by TNEC. According to the City of Providence Assessor’s office, the commercial property impacted by the release, identified as 246 Prairie Avenue, is owned by Urban League of Rhode Island Incorporated with a mailing address of 246 Prairie Avenue in Providence, Rhode Island 02905.

Sensitive Receptors:

The RIDEM Environmental Resource Map (<http://www.dem.ri.gov/maps>) was reviewed online for the Release Area and surrounding area on March 29, 2021. According to information presented in the RIDEM Environmental Resource Map, no environmentally sensitive areas, as defined in Section 1.4.21 of the RIDEM Remediation Regulations, were noted within a 500-foot radius of the Release Area.

The release occurred in a mixed-use residential/commercial portion of Providence, Rhode Island; therefore, adults and children are likely to be present in the vicinity of the Release Area. The groundwater underlying the Release Area has been designated as Category GB, defined as groundwater resources which may not be suitable for drinking water use without treatment due to known or presumed degradation. No private drinking water supply wells were observed in the vicinity of the Release Area. No completed pathways to surface water, groundwater, public or private potable water supply wells, stormwater drainage systems or sewer systems, or additional sensitive receptors were noted by Coneco to have been impacted by the release.

1.3 Release Information

Release Source:

The source of the release was a 150 kVA pad-mounted electrical transformer manufactured by General Electric in 1978 with serial number L719466 TCNA. Original manufacturer's nameplate information present on the transformer did not indicate the polychlorinated biphenyl (PCB)-content of the MODF contained within the transformer. Therefore, Coneco collected an MODF sample from the transformer and field-screened the MODF sample for PCBs using a Dexsil Clor-N-Oil[®] PCB screening kit (United States Environmental Protection Agency [EPA] SW-846 Method 9079). Results of the Clor-N-Oil[®] field screening identified no concentrations of PCBs in excess of 50 parts per million (ppm). Thus, the released MODF was initially characterized as "non-PCB" in accordance with 40 CFR 761.3.

To confirm the field screening results and to quantify the PCB content of the released MODF, an additional aliquot of the MODF sample collected on March 23, 2021, was submitted to ESS Laboratory (ESS), a Rhode Island and National Environmental Laboratory Accreditation Program-certified analytical laboratory located in Cranston, Rhode Island, to be analyzed for PCBs by EPA Method 8082. Laboratory analytical results received subsequent to the completion of response actions indicated that the MODF within the transformer did not contain concentrations of PCBs in excess of the laboratory detection limit of 0.50 milligrams per kilogram (mg/kg). As such, the MODF released from the transformer was confirmed to be "non-PCB" in accordance with 40 CFR 761.3 and is also considered by TNEC to be "no-PCB" as the MODF associated with the transformer contained no concentrations of PCBs in excess of 2 ppm. Laboratory analytical documentation is included as Appendix 2.

Release Volume:

Based on the initial capacity of the transformer (215 gallons per the manufacturer's nameplate information), and the volume of no-PCB MODF remaining within the transformer reservoir relative to the marked original fill line, Coneco estimated that approximately 58 gallons of no-PCB MODF had been released.

Cause of Release:

The release was the result of corrosion at the base of the transformer's oil-filled reservoir, resulting in a slow, intermittent weep of no-PCB MODF.

Impacted Media:

The release impacted an approximately 90 square-foot area (the "Release Area") consisting of the concrete transformer pad, adjacent landscaped mulch, and underlying soil within an engineered concrete containment system associated with the pad-mounted electrical installation. The approximate limits of the Release Area are shown in Figure 3. Photographs depicting release conditions and response actions are included as Appendix 1.

2.0 FIELD ACTIVITIES

2.1 Remedial Actions

Following the identification of the release on March 18, 2021, TNEC conducted an inspection of the Site and surrounding area to evaluate release conditions. TNEC noted that no stormwater catch basins were located in the vicinity of the pad-mounted transformer, nor impacted by the release, and no pathways to public water, sewer systems, or private water supply wells were identified. As the transformer was functioning normally, it was not removed from the Site at the time the release was identified. Due to customer energy demands, an electrical outage, required to facilitate remedial actions, was coordinated with the customer and scheduled for March 23, 2021. On March 18, 2021, CHESI deployed granular absorbent material throughout the release area in order to absorb and mitigate tracking and further migration of the released no-PCB MODF.

On March 23, 2021, TNEC de-energized electrical equipment in the area and removed the transformer; thereby eliminating the source of the release and stabilizing environmental conditions in relation to the release. Prior to the removal of the transformer, to prevent a potential release of no-PCB MODF from the transformer during transport, CHESI pumped 157 gallons of remaining no-PCB MODF from the transformer and contained it within a Guzzler[®] vacuum truck. TNEC placed the transformer in a vehicle equipped with secondary containment and transported it to the TNEC facility located at 280 Melrose Street in Providence, Rhode Island for further evaluation and disposal.

Following the removal of the transformer, CHESI utilized the Guzzler[®] vacuum truck and hand tools to collect previously deployed granular absorbent material. CHESI then washed the impacted concrete transformer pad with oil-emulsifying soap and clean rinse water. Wash and rinse liquids generated during remedial activities were collected using additional granular absorbent material.

Subsequent to solid surface cleaning activities, CHESI utilized hand tools and the Guzzler[®] vacuum truck to remove landscaped mulch and underlying soil from around the perimeter of the concrete transformer pad. As impacted soil was noted beneath the concrete pad, Coneco determined that it would be necessary to remove the concrete pad from the excavation area to facilitate access to underlying soil. Universal Construction Company utilized a backhoe to remove the remediated concrete pad for subsequent disposal as construction and demolition debris. Following the removal of the concrete transformer pad, CHESI utilized hand tools and the Guzzler[®] vacuum truck to excavate impacted soil adjacent to and beneath the concrete transformer pad. The extent to which no-PCB MODF-impacted soil was removed was evaluated by olfactory and visual indications as well as periodic field screening of soil samples collected from the excavation area, as detailed in Section 2.2.

At the completion of soil removal activities on March 23, 2021, the dimensions of the excavation area measured 9 feet long by 10 feet wide. The excavation was advanced to depths of 1 to 3 feet, 4 feet, and 6 feet below surface grade based on field screening results, as depicted in Figure 3. The northern and eastern sides of the excavation extended up to the engineered concrete containment system associated with the pad-mounted electrical transformer installation. The engineered concrete containment system extended from grade

to 3 feet below grade. Overburden stratigraphy around the perimeter of the former concrete transformer pad consisted of silty sand with dense root mats from grade to 6 feet below grade. Overburden stratigraphy directly beneath the former concrete transformer pad consisted of sand from grade to 3 feet below grade, underlain by silty sand with dense root mats from 3 feet to 6 feet below grade. Neither groundwater nor bedrock were encountered during excavation activities.

As a result of remedial activities conducted on March 23, 2021, 157 gallons of no-PCB MODF and 7 cubic yards of remediation waste were contained within the Guzzler[®] vacuum truck for proper off-Site disposal, as discussed in Section 2.3.

2.2 PetroFlag[®] Field Screening and Confirmatory Soil Sampling

The extent to which no-PCB MODF-impacted soil was removed was evaluated by olfactory and visual indications as well as periodic field screening of soil samples collected from the excavation area. Soil removal activities were continued until no visual or olfactory indication of no-PCB MODF was present within the excavation area and a vertical and lateral buffer surrounding the visually-impacted materials was excavated and removed. In addition, the extent to which impacted soil was excavated was directed by periodic field screening of total petroleum hydrocarbon (TPH) concentrations in soil samples collected from the excavation area using a PetroFlag[®] hydrocarbon analyzer. This method allows for the calculation of approximate TPH concentrations in soil using a methanol extraction and developing solution and has been approved as EPA SW-846 Method 9074 for petroleum hydrocarbons analysis. The PetroFlag[®] analyzer was calibrated to the transformer oil response factor.

At the completion of soil excavation activities, PetroFlag[®] TPH concentrations for discrete soil samples collected from the soil excavation area ranged from below the instrument quantification limit (15 ppm) to 96 ppm. The field-screening values were considered to be indicative of no-PCB MODF TPH concentrations below the applicable Method 1 soil objectives, and TPH levels consistent with or approaching Natural Background conditions. Therefore, excavation activities were discontinued, and the excavation was backfilled with appropriate, imported replacement soils.

In order to evaluate *in-situ* soil conditions following the completion of excavation activities, Coneco composited discrete soil samples collected from the limits of the excavation area into six confirmatory soil samples, designated CS-01 through CS-06. The confirmatory soil samples were placed in laboratory-provided, pre-preserved containers, labeled and logged onto a chain-of-custody form, and cooled to 4 degrees Celsius in accordance with standard field collection and preservation techniques. The samples were submitted to ESS for TPH analysis by EPA Method 8100M. Sample collection, field screening, and equipment decontamination were conducted in accordance with Coneco's standard operating procedures. The sample locations are depicted in Figure 3. Laboratory analytical results are discussed in Section 3.2.

2.3 Remediation Waste

As a result of remedial activities conducted on March 23, 2021, 157 gallons of no-PCB MODF and 7 cubic yards of remediation waste, consisting of granular absorbent material,

mulch, and soil, were collected and contained within the Guzzler[®] vacuum truck for proper off-site disposal. The remediation waste was categorized as non-Department of Transportation-regulated material (oil, speedy dri) and transported off-site by CHESI under Uniform Hazardous Waste Manifest (015503943 FLE) to the Clean Harbors of Braintree, Incorporated facility in Braintree, Massachusetts for proper disposal. A copy of the Uniform Hazardous Waste Manifest is included as Appendix 3.

3.0 RELEASE AREA CLASSIFICATION AND ANALYTICAL RESULTS

3.1 Soil and Groundwater Classification

The soil objectives for TPH associated with identified petroleum releases are established in Section 1.9.2(B)(4) of the Remediation Regulations. The current and foreseeable future use of the Release Area is commercial. However, in accordance with Section 1.9.2(B)(1)(b) of the Remediation Regulations, the detected TPH concentrations are compared to the Residential Direct Exposure Criteria (RDEC) to evaluate whether a condition of risk to human health and environment exists within the Release Area for any current or potential future uses or activities. As detailed in Section 1.2, groundwater underlying the Release Area has been designated as Category GB. In accordance with Section 1.9.2(B)(2) of the Remediation Regulations, soil conditions within the Release Area are compared to the applicable GB Leachability Criteria (GBLC). TPH concentrations, if any, detected in the submitted confirmatory soil samples and applicable RDEC and GBLC soil objectives are presented in Table 1 in Section 3.2.

3.2 Soil Analytical Results

The composite confirmatory soil samples, designated CS-01 through CS-06, were submitted to ESS to be analyzed for TPH by EPA Method 8100M. Laboratory analytical documentation is included as Appendix 2. Analytical results are summarized in Table 1.

Table 1 - Soil Analytical Results	
Sample Identification and Depth (feet)	TPH (mg/kg)
CS-01 (0-3)	44.2
CS-02 (0-4)	23.2
CS-03 (2-6)	42.7
CS-04 (0-3)	24.0
CS-05 (3-4)	45.4
CS-06 (6)	53.8
RDEC	500
GBLC	2,500
Note: 1) Method 1 soil objectives obtained from Section 1.9.2 of <u>Remediation Regulations</u> and derived in Section 3.1.	

3.3 Data Usability Evaluation

Following the receipt of analytical results, Coneco conducted a data validation review to ensure that laboratory data are of defensible analytical quality. Procedures employed were consistent with *EPA Region I Data Validation Functional Guidelines for Evaluating Environmental Analyses*.

Coneco's review of laboratory documentation, including analytical results, narratives, and chain-of-custody forms provided by ESS for the collected samples, identified no departure from the requirements specified by the EPA. An evaluation of information provided by ESS concerning sample integrity, chain-of-custody procedures, laboratory Quality Assurance/Quality Control (QA/QC), and necessary report components identified no issues of concern. Accordingly, it is Coneco's opinion that the presented laboratory data comply with the applicable EPA and RIDEM standards and laboratory QC requirements. Thus, laboratory data produced for the above samples are considered valid and do not require adjustment.

4.0 REGULATORY OVERVIEW

Pursuant to RIDEM regulations, remedial objectives for hazardous substances in impacted media at a property shall be evaluated to manage the actual or potential risks to human health and the environment. As presented in Section 1.9.2 in the Remediation Regulations, soil contaminated as a result of a release of oil and/or hazardous material (OHM) shall be remediated in a manner that meets the Direct Exposure and Leachability Criteria for each hazardous substance established in Section 1.9.2.

Based on observed release conditions, the volume of no-PCB MODF released from the transformer, results of laboratory analysis of the confirmatory soil samples, and the absence of groundwater during the performance of response actions, Coneco is of the opinion that groundwater was not impacted by this release; therefore, groundwater was not evaluated as part of response actions. In addition, no completed pathways to surface water, public or private potable water supply wells, stormwater drainage systems or sewer systems, or additional sensitive receptors were noted by Coneco to have been impacted by the release.

Based on a review of laboratory data for the confirmatory soil samples collected at the completion of response actions, remedial efforts have reduced OHM concentrations related to the release of no-PCB MODF to below the applicable RIDEM Method 1 RDEC and GBLC soil objectives for TPH as presented in Section 1.9.2(B)(4) of the Remediation Regulations.

5.0 CONCLUSIONS

On March 18, 2021, TNEC identified a release of MODF that occurred from a 150 kVA pad-mounted electrical transformer located at 246 Prairie Avenue in Providence, Rhode Island. The release was the result of corrosion at the base of the transformer's oil-filled reservoir, resulting in a slow, intermittent weep of approximately 58 gallons of MODF. The following is a summary of activities completed in relation to the release of MODF.

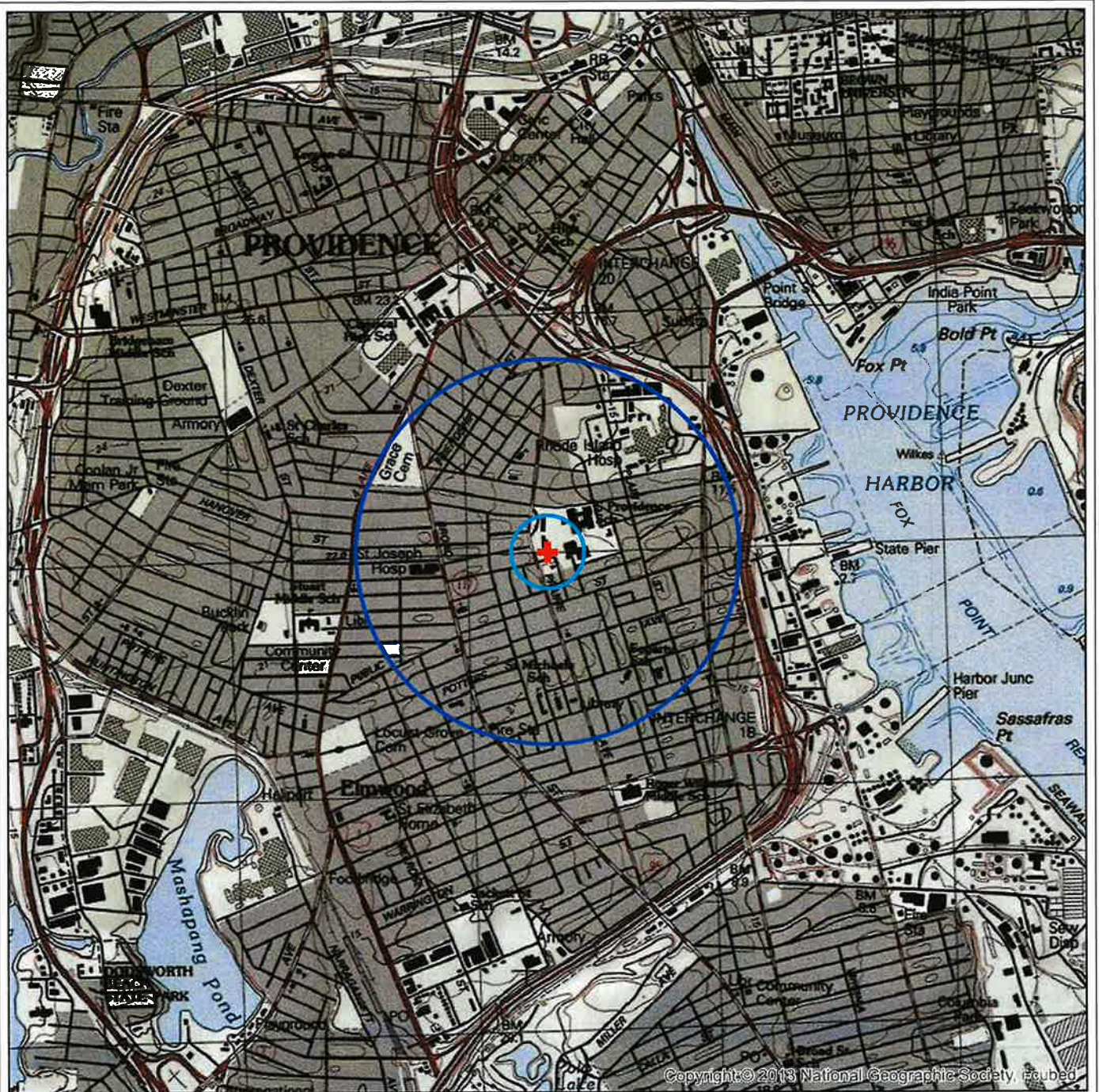
- Following the identification of the release on March 18, 2021, an electrical outage, required to facilitate remedial actions, was coordinated with the customer and scheduled for March 23, 2021.
- TNEC removed the transformer, thereby eliminating the source of the release and stabilizing environmental conditions in relation to the release.
- MODF released from the transformer was confirmed to be “non-PCB” in accordance with 40 CFR 761.3 and is also considered by TNEC to be “no-PCB” as the MODF associated with the transformer contained no concentrations of PCBs in excess of 2 ppm.
- Based on visual observations of surficial staining, the release was noted to have impacted an approximately 90 square-foot area consisting of the concrete transformer pad, landscaped mulch, and underlying soil in the immediate vicinity of the damaged electrical transformer.
- Response actions conducted on March 23, 2021, consisted of washing the impacted concrete transformer pad, removing the concrete transformer pad, and excavating impacted mulch and underlying soil.
- A total of 157 gallons of no-PCB MODF and 7 cubic yards of remediation waste consisting of granular absorbent material, mulch, and soil were removed on March 23, 2021, and transported off-site by CHESI under Uniform Hazardous Waste Manifest to the Clean Harbors of Braintree, Incorporated facility in Braintree, Massachusetts for proper disposal.
- At the conclusion of remedial activities on March 23, 2021, Coneco composited discrete soil samples collected from the excavation area into six confirmatory soil samples for TPH analysis by EPA Method 8100M. Laboratory analytical results for the submitted composite soil samples indicate no concentrations of TPH in excess of the applicable RIDEM Method 1 RDEC and/or GBLC soil objectives.
- No completed pathways to surface water, groundwater, public or private potable water supply wells, stormwater drainage systems or sewer systems, or additional sensitive receptors were noted by Coneco to have been impacted by the release.

Remedial activities have eliminated the source of the release and remediated no-PCB MODF-impacted media such that this release does not present a significant risk to human health or environmental receptors. Based on the information detailed herein, Coneco’s opinion is that no further action is warranted at this time in relation to this release of no-PCB MODF. Information pertaining to the costs of the response actions is available upon request. As this release was not feasibly avoidable, measures to prevent future occurrences of this type of release are not being actively sought out. Release documentation provided by TNEC to RIDEM is included as Appendix 4.

6.0 LIMITATIONS

The conclusions expressed by Coneco in this report are based solely on the references cited. Observations were made under the conditions stated. Information provided by subcontractors and federal, state, and local agencies contacted was relied upon as complete. This report represents Coneco's opinion relative to such evidence. The purpose of response actions was to assess release conditions, remediate impacted media and surfaces, and evaluate whether the release of OHM represents a significant risk to human or environmental receptors. Unless otherwise specified in the scope of work, Coneco accepts no responsibility for client performance of recommendations as may be offered in this report.

Should additional information become available concerning this Release Area or neighboring properties in the future, that information should be made available to Coneco for review so that the conclusions presented in this report may be modified as necessary. With specific regard to limited remedial actions, data obtained from sampling activities may not be wholly representative of the nature and extent of subsurface conditions at locations other than the actual sample locations on the date the samples were obtained. Variable conditions may only become evident upon further sampling, analysis, or exploration. If variations become apparent in the future, it may be necessary to re-evaluate the conclusions and recommendations offered in this report.



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LATITUDE: 41.80746° LONGITUDE: -71.41495°
 UTM: 4,631,218 N 299,391 E (Zone 19)



 SITE LOCUS
 500-FOOT RADIUS
 0.5-MILE RADIUS


CONECO
 Engineers & Scientists
 www.coneco.com


SITE LOCUS MAP
 NO-PCB MODF RELEASE
 PAD-MOUNTED ELECTRICAL TRANSFORMER
 246 PRAIRIE AVENUE
 PROVIDENCE, RHODE ISLAND

SCALE	PROJECT NO.	DRAWING NUMBER
1:25000	11317	FIGURE 1



APPROXIMATE RELEASE AREA

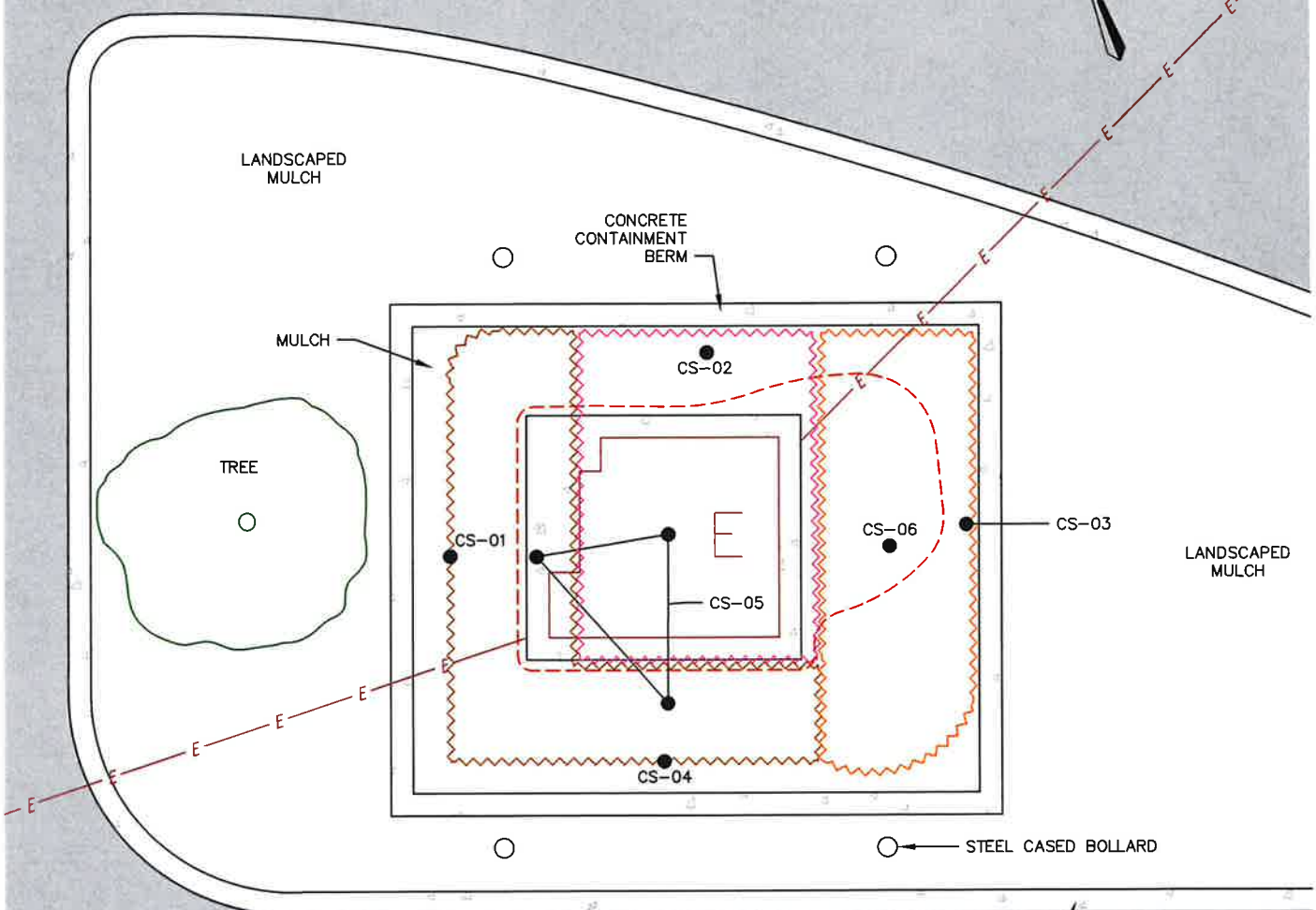
U:\11300 - 11399\11317 - Providence, RI - 246PrairieAve-Pad\Figures\11317_Aerial.mxd

 <p>CONECO Engineers & Scientists www.coneco.com</p>		DRAWN	CHECKED	<p>NO-PCB MODF RELEASE PAD-MOUNTED ELECTRICAL TRANSFORMER 246 PRAIRIE AVENUE PROVIDENCE, RHODE ISLAND</p> <p>FIGURE 2 - AERIAL IMAGE</p>
	BY	WRA	KML	
	DATE	3/30/2021	4/12/2021	
	PROJECT NO. 11317			

NOTE: THE LOCATION AND DIMENSIONS OF THE SITE AND VICINITY FEATURES ARE APPROXIMATE AND BASED UPON CONEKO FIELD OBSERVATIONS.

COMMERCIAL STRUCTURE APPROXIMATELY 50 FEET

ASPHALT-PAVED PARKING LOT

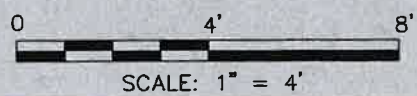


LEGEND

- APPROXIMATE LIMITS OF SURFICIAL STAINING
- APPROXIMATE LIMITS OF EXCAVATION TO 1' TO 3'
- APPROXIMATE LIMITS OF EXCAVATION TO 4'
- APPROXIMATE LIMITS OF EXCAVATION TO 6'
- UNDERGROUND ELECTRICAL LINES
- PAD-MOUNTED ELECTRICAL TRANSFORMER
- CONFIRMATORY SOIL SAMPLE LOCATION AND IDENTIFICATION

ASPHALT-PAVED PARKING LOT

CONCRETE CURBING



	DRAWN	CHECKED
BY	WCB	KML
DATE	4/12/21	4/13/21

NO-PCB MODF RELEASE
PAD-MOUNTED ELECTRICAL TRANSFORMER
246 PRAIRIE AVENUE
PROVIDENCE, RHODE ISLAND

PROJECT NO. 11317

FIGURE 3 - SITE PLAN

PHOTOGRAPHS



Photo 1
 Overview of Release Area conditions upon Coneco's arrival, as viewed from the south. Note the stained area of landscaped mulch, as indicted by the read arrow.




Photo 2
 View of the Release Area during the performance of solid surface cleaning activities, as viewed from the southwest.



Photo 3
 View of the Release Area subsequent to the removal of the concrete transformer pad, as viewed from the west.



Photo 4
 Overview of Release Area conditions following the completion of remedial activities, as viewed from the west.

 OFFICES THROUGHOUT NEW ENGLAND (800) 548-3355			PHOTOGRAPHS		
			NO-PCB MODF RELEASE PAD-MOUNTED ELECTRICAL TRANSFORMER 246 PRAIRIE AVENUE PROVIDENCE, RHODE ISLAND		
PHOTOGRAPHER	DATE	CHECKED	CONECO PROJECT No. 11317		
BMK	3/23/2021	KML			

LABORATORY ANALYTICAL DOCUMENTATION



CERTIFICATE OF ANALYSIS

Katie Loftus
Coneco Engineers, Scientists & Surveyors
4 First Street
Bridgewater, MA 02324

RE: 246 Prairie Avenue Providence RI (11317)
ESS Laboratory Work Order Number: 21C0918

This signed Certificate of Analysis is our approved release of your analytical results. These results are only representative of sample aliquots received at the laboratory. ESS Laboratory expects its clients to follow all regulatory sampling guidelines. Beginning with this page, the entire report has been paginated. This report should not be copied except in full without the approval of the laboratory. Samples will be disposed of thirty days after the final report has been delivered. If you have any questions or concerns, please feel free to call our Customer Service Department.

Laurel Stoddard
Laboratory Director

REVIEWED
By ESS Laboratory at 3:14 pm, Mar 26, 2021

Analytical Summary

The project as described above has been analyzed in accordance with the ESS Quality Assurance Plan. This plan utilizes the following methodologies: US EPA SW-846, US EPA Methods for Chemical Analysis of Water and Wastes per 40 CFR Part 136, APHA Standard Methods for the Examination of Water and Wastewater, American Society for Testing and Materials (ASTM), and other recognized methodologies. The analyses with these noted observations are in conformance to the Quality Assurance Plan. In chromatographic analysis, manual integration is frequently used instead of automated integration because it produces more accurate results.

The test results present in this report are in compliance with TNI and relative state standards, and/or client Quality Assurance Project Plans (QAPP). The laboratory has reviewed the following: Sample Preservations, Hold Times, Initial Calibrations, Continuing Calibrations, Method Blanks, Blank Spikes, Blank Spike Duplicates, Duplicates, Matrix Spikes, Matrix Spike Duplicates, Surrogates and Internal Standards. Any results which were found to be outside of the recommended ranges stated in our SOPs will be noted in the Project Narrative.



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0918

SAMPLE RECEIPT

The following samples were received on March 25, 2021 for the analyses specified on the enclosed Chain of Custody Record.

Lab Number	Sample Name	Matrix	Analysis
21C0918-01	L719466 TCNA	Oil	8082A



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0918

PROJECT NARRATIVE

No unusual observations noted.

End of Project Narrative.

DATA USABILITY LINKS

To ensure you are viewing the most current version of the documents below, please clear your internet cookies for www.ESSLaboratory.com. Consult your IT Support personnel for information on how to clear your internet cookies.

[Definitions of Quality Control Parameters](#)

[Semivolatile Organics Internal Standard Information](#)

[Semivolatile Organics Surrogate Information](#)

[Volatile Organics Internal Standard Information](#)

[Volatile Organics Surrogate Information](#)

[EPH and VPH Alkane Lists](#)



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0918

CURRENT SW-846 METHODOLOGY VERSIONS

Analytical Methods

- 1010A - Flashpoint
- 6010C - ICP
- 6020A - ICP MS
- 7010 - Graphite Furnace
- 7196A - Hexavalent Chromium
- 7470A - Aqueous Mercury
- 7471B - Solid Mercury
- 8011 - EDB/DBCP/TCP
- 8015C - GRO/DRO
- 8081B - Pesticides
- 8082A - PCB
- 8100M - TPH
- 8151A - Herbicides
- 8260B - VOA
- 8270D - SVOA
- 8270D SIM - SVOA Low Level
- 9014 - Cyanide
- 9038 - Sulfate
- 9040C - Aqueous pH
- 9045D - Solid pH (Corrosivity)
- 9050A - Specific Conductance
- 9056A - Anions (IC)
- 9060A - TOC
- 9095B - Paint Filter
- MADEP 04-1.1 - EPH
- MADEP 18-2.1 - VPH

Prep Methods

- 3005A - Aqueous ICP Digestion
- 3020A - Aqueous Graphite Furnace / ICP MS Digestion
- 3050B - Solid ICP / Graphite Furnace / ICP MS Digestion
- 3060A - Solid Hexavalent Chromium Digestion
- 3510C - Separatory Funnel Extraction
- 3520C - Liquid / Liquid Extraction
- 3540C - Manual Soxhlet Extraction
- 3541 - Automated Soxhlet Extraction
- 3546 - Microwave Extraction
- 3580A - Waste Dilution
- 5030B - Aqueous Purge and Trap
- 5030C - Aqueous Purge and Trap
- 5035A - Solid Purge and Trap

SW846 Reactivity Methods 7.3.3.2 (Reactive Cyanide) and 7.3.4.1 (Reactive Sulfide) have been withdrawn by EPA. These methods are reported per client request and are not NELAP accredited.



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
 Client Project ID: 246 Prairie Avenue Providence RI
 Client Sample ID: L719466 TCNA
 Date Sampled: 03/23/21 09:40
 Percent Solids: N/A
 Initial Volume: 1.01
 Final Volume: 10
 Extraction Method: 3580A

ESS Laboratory Work Order: 21C0918
 ESS Laboratory Sample ID: 21C0918-01
 Sample Matrix: Oil
 Units: mg/kg
 Analyst: MJV
 Prepared: 3/25/21 20:30

8082A Polychlorinated Biphenyls (PCB)

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Aroclor 1016	ND (0.50)		8082A		1	03/26/21 8:26		DC12533
Aroclor 1221	ND (0.50)		8082A		1	03/26/21 8:26		DC12533
Aroclor 1232	ND (0.50)		8082A		1	03/26/21 8:26		DC12533
Aroclor 1242	ND (0.50)		8082A		1	03/26/21 8:26		DC12533
Aroclor 1248	ND (0.50)		8082A		1	03/26/21 8:26		DC12533
Aroclor 1254	ND (0.50)		8082A		1	03/26/21 8:26		DC12533
Aroclor 1260	ND (0.50)		8082A		1	03/26/21 8:26		DC12533
Aroclor 1262	ND (0.50)		8082A		1	03/26/21 8:26		DC12533
Aroclor 1268	ND (0.50)		8082A		1	03/26/21 8:26		DC12533

	<u>%Recovery</u>	<u>Qualifier</u>	<u>Limits</u>
Surrogate: Decachlorobiphenyl	65 %		30-150
Surrogate: Decachlorobiphenyl [2C]	78 %		30-150
Surrogate: Tetrachloro-m-xylene	54 %		30-150
Surrogate: Tetrachloro-m-xylene [2C]	73 %		30-150



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0918

Quality Control Data

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
---------	--------	-----	-------	-------------	---------------	------	-------------	-----	-----------	-----------

8082A Polychlorinated Biphenyls (PCB)

Batch DC12533 - 3580A

Blank

Aroclor 1016	ND	0.50	mg/kg							
Aroclor 1016 [2C]	ND	0.50	mg/kg							
Aroclor 1221	ND	0.50	mg/kg							
Aroclor 1221 [2C]	ND	0.50	mg/kg							
Aroclor 1232	ND	0.50	mg/kg							
Aroclor 1232 [2C]	ND	0.50	mg/kg							
Aroclor 1242	ND	0.50	mg/kg							
Aroclor 1242 [2C]	ND	0.50	mg/kg							
Aroclor 1248	ND	0.50	mg/kg							
Aroclor 1248 [2C]	ND	0.50	mg/kg							
Aroclor 1254	ND	0.50	mg/kg							
Aroclor 1254 [2C]	ND	0.50	mg/kg							
Aroclor 1260	ND	0.50	mg/kg							
Aroclor 1260 [2C]	ND	0.50	mg/kg							
Aroclor 1262	ND	0.50	mg/kg							
Aroclor 1262 [2C]	ND	0.50	mg/kg							
Aroclor 1268	ND	0.50	mg/kg							
Aroclor 1268 [2C]	ND	0.50	mg/kg							

Surrogate: Decachlorobiphenyl	ND		mg/kg	0.5000		86	30-150			
Surrogate: Decachlorobiphenyl [2C]	ND		mg/kg	0.5000		87	30-150			
Surrogate: Tetrachloro-m-xylene	ND		mg/kg	0.5000		93	30-150			
Surrogate: Tetrachloro-m-xylene [2C]	0.536		mg/kg	0.5000		107	30-150			

LCS

Aroclor 1016	9.82	0.50	mg/kg	10.00		98	40-140			
Aroclor 1016 [2C]	9.98	0.50	mg/kg	10.00		100	40-140			
Aroclor 1260	9.47	0.50	mg/kg	10.00		95	40-140			
Aroclor 1260 [2C]	9.24	0.50	mg/kg	10.00		92	40-140			

Surrogate: Decachlorobiphenyl	0.457		mg/kg	0.5000		91	30-150			
Surrogate: Decachlorobiphenyl [2C]	0.462		mg/kg	0.5000		92	30-150			
Surrogate: Tetrachloro-m-xylene	0.529		mg/kg	0.5000		106	30-150			
Surrogate: Tetrachloro-m-xylene [2C]	0.558		mg/kg	0.5000		112	30-150			

LCS Dup

Aroclor 1016	10.1	0.50	mg/kg	10.00		101	40-140	3	30	
Aroclor 1016 [2C]	10.0	0.50	mg/kg	10.00		100	40-140	0.6	30	
Aroclor 1260	9.52	0.50	mg/kg	10.00		95	40-140	0.5	30	
Aroclor 1260 [2C]	9.27	0.50	mg/kg	10.00		93	40-140	0.3	30	

Surrogate: Decachlorobiphenyl	0.437		mg/kg	0.5000		87	30-150			
Surrogate: Decachlorobiphenyl [2C]	0.445		mg/kg	0.5000		89	30-150			
Surrogate: Tetrachloro-m-xylene	0.508		mg/kg	0.5000		102	30-150			
Surrogate: Tetrachloro-m-xylene [2C]	0.535		mg/kg	0.5000		107	30-150			



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0918

Notes and Definitions

- U Analyte included in the analysis, but not detected
- ND Analyte NOT DETECTED at or above the MRL (LOQ), LOD for DoD Reports, MDL for J-Flagged Analytes
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference
- MDL Method Detection Limit
- MRL Method Reporting Limit
- LOD Limit of Detection
- LOQ Limit of Quantitation
- DL Detection Limit
- I/V Initial Volume
- F/V Final Volume
- § Subcontracted analysis; see attached report
- 1 Range result excludes concentrations of surrogates and/or internal standards eluting in that range.
- 2 Range result excludes concentrations of target analytes eluting in that range.
- 3 Range result excludes the concentration of the C9-C10 aromatic range.
- Avg Results reported as a mathematical average.
- NR No Recovery
- [CALC] Calculated Analyte
- SUB Subcontracted analysis; see attached report
- RL Reporting Limit
- EDL Estimated Detection Limit
- MF Membrane Filtration
- MPN Most Probably Number
- TNTC Too numerous to Count
- CFU Colony Forming Units



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0918

ESS LABORATORY CERTIFICATIONS AND ACCREDITATIONS

ENVIRONMENTAL

Rhode Island Potable and Non Potable Water: LAI00179
<http://www.health.ri.gov/find/labs/analytical/ESS.pdf>

Connecticut Potable and Non Potable Water, Solid and Hazardous Waste: PH-0750
http://www.ct.gov/dph/lib/dph/environmental_health/environmental_laboratories/pdf/OutofStateCommercialLaboratories.pdf

Maine Potable and Non Potable Water, and Solid and Hazardous Waste: RI00002
<http://www.maine.gov/dhhs/mecdc/environmental-health/dwp/partners/labCert.shtml>

Massachusetts Potable and Non Potable Water: M-RI002
<http://public.dep.state.ma.us/Labcert/Labcert.aspx>

New Hampshire (NELAP accredited) Potable and Non Potable Water, Solid and Hazardous Waste: 2424
<http://des.nh.gov/organization/divisions/water/dwgb/nhelap/index.htm>

New York (NELAP accredited) Non Potable Water, Solid and Hazardous Waste: 11313
<http://www.wadsworth.org/labcert/elap/comm.html>

New Jersey (NELAP accredited) Non Potable Water, Solid and Hazardous Waste: RI006
http://datamine2.state.nj.us/DEP_OPR/OpraMain/pi_main?mode=pi_by_site&sort_order=PI_NAMEA&Select+a+Site:=58715

United States Department of Agriculture Soil Permit: P330-12-00139

Pennsylvania: 68-01752
<http://www.dep.pa.gov/Business/OtherPrograms/Labs/Pages/Laboratory-Accreditation-Program.aspx>

ESS Laboratory Sample and Cooler Receipt Checklist

Client: Coneco Engineers, Scientists & Surv - KPB/TB

ESS Project ID: 21C0918
 Date Received: 3/25/2021
 Project Due Date: 3/26/2021
 Days for Project: 1 Day

Shipped/Delivered Via: ESS Courier

- 1. Air bill manifest present? No
Air No.: NA
- 2. Were custody seals present? No
- 3. Is radiation count <100 CPM? Yes
- 4. Is a Cooler Present? Yes
Temp: 3.9 Iced with: Ice
- 5. Was COC signed and dated by client? Yes

- 6. Does COC match bottles? Yes
- 7. Is COC complete and correct? Yes
- 8. Were samples received intact? Yes
- 9. Were labs informed about short holds & rushes? Yes / No / NA
- 10. Were any analyses received outside of hold time? Yes No

11. Any Subcontracting needed? Yes / No
 ESS Sample IDs: _____
 Analysis: _____
 TAT: _____

12. Were VOAs received? Yes / No
 a. Air bubbles in aqueous VOAs? Yes / No
 b. Does methanol cover soil completely? Yes / No / NA

13. Are the samples properly preserved? Yes / No
 a. If metals preserved upon receipt: Date: _____ Time: _____ By: _____
 b. Low Level VOA vials frozen: Date: _____ Time: _____ By: _____

Sample Receiving Notes:

14. Was there a need to contact Project Manager? Yes / No
 a. Was there a need to contact the client? Yes / No
 Who was contacted? _____ Date: _____ Time: _____ By: _____

Sample Number	Container ID	Proper Container	Air Bubbles Present	Sufficient Volume	Container Type	Preservative	Record pH (Cyanide and 608 Pesticides)
1	146777	Yes	N/A	Yes	Driller Jar	NP	

2nd Review

- Were all containers scanned into storage/lab?
- Are barcode labels on correct containers?
- Are all Flashpoint stickers attached/container ID # circled?
- Are all Hex Chrome stickers attached?
- Are all QC stickers attached?
- Are VOA stickers attached if bubbles noted?

Initials: [Signature]
 Yes / No
 Yes / No / NA
 Yes / No / NA
 Yes / No / NA
 Yes / No / NA

Completed By: [Signature] Date & Time: 3/25/21 18:14
 Reviewed By: [Signature] Date & Time: 3/25/21 18:19



CERTIFICATE OF ANALYSIS

Katie Loftus
Coneco Engineers, Scientists & Surveyors
4 First Street
Bridgewater, MA 02324

RE: 246 Prairie Avenue Providence RI (11317)
ESS Laboratory Work Order Number: 21C0920

This signed Certificate of Analysis is our approved release of your analytical results. These results are only representative of sample aliquots received at the laboratory. ESS Laboratory expects its clients to follow all regulatory sampling guidelines. Beginning with this page, the entire report has been paginated. This report should not be copied except in full without the approval of the laboratory. Samples will be disposed of thirty days after the final report has been delivered. If you have any questions or concerns, please feel free to call our Customer Service Department.

Laurel Stoddard
Laboratory Director

REVIEWED
By ESS Laboratory at 12:14 pm, Apr 01, 2021

Analytical Summary

The project as described above has been analyzed in accordance with the ESS Quality Assurance Plan. This plan utilizes the following methodologies: US EPA SW-846, US EPA Methods for Chemical Analysis of Water and Wastes per 40 CFR Part 136, APHA Standard Methods for the Examination of Water and Wastewater, American Society for Testing and Materials (ASTM), and other recognized methodologies. The analyses with these noted observations are in conformance to the Quality Assurance Plan. In chromatographic analysis, manual integration is frequently used instead of automated integration because it produces more accurate results.

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CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0920

SAMPLE RECEIPT

The following samples were received on March 25, 2021 for the analyses specified on the enclosed Chain of Custody Record.

Lab Number	Sample Name	Matrix	Analysis
21C0920-01	CS-01	Soil	8100M
21C0920-02	CS-02	Soil	8100M
21C0920-03	CS-03	Soil	8100M
21C0920-04	CS-04	Soil	8100M
21C0920-05	CS-05	Soil	8100M
21C0920-06	CS-06	Soil	8100M



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0920

PROJECT NARRATIVE

No unusual observations noted.

End of Project Narrative.

DATA USABILITY LINKS

To ensure you are viewing the most current version of the documents below, please clear your internet cookies for www.ESSLaboratory.com. Consult your IT Support personnel for information on how to clear your internet cookies.

[Definitions of Quality Control Parameters](#)

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[Volatile Organics Internal Standard Information](#)

[Volatile Organics Surrogate Information](#)

[EPH and VPH Alkane Lists](#)



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0920

CURRENT SW-846 METHODOLOGY VERSIONS

Analytical Methods

- 1010A - Flashpoint
- 6010C - ICP
- 6020A - ICP MS
- 7010 - Graphite Furnace
- 7196A - Hexavalent Chromium
- 7470A - Aqueous Mercury
- 7471B - Solid Mercury
- 8011 - EDB/DBCP/TCP
- 8015C - GRO/DRO
- 8081B - Pesticides
- 8082A - PCB
- 8100M - TPH
- 8151A - Herbicides
- 8260B - VOA
- 8270D - SVOA
- 8270D SIM - SVOA Low Level
- 9014 - Cyanide
- 9038 - Sulfate
- 9040C - Aqueous pH
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- 9060A - TOC
- 9095B - Paint Filter
- MADEP 04-1.1 - EPH
- MADEP 18-2.1 - VPH

Prep Methods

- 3005A - Aqueous ICP Digestion
- 3020A - Aqueous Graphite Furnace / ICP MS Digestion
- 3050B - Solid ICP / Graphite Furnace / ICP MS Digestion
- 3060A - Solid Hexavalent Chromium Digestion
- 3510C - Separatory Funnel Extraction
- 3520C - Liquid / Liquid Extraction
- 3540C - Manual Soxhlet Extraction
- 3541 - Automated Soxhlet Extraction
- 3546 - Microwave Extraction
- 3580A - Waste Dilution
- 5030B - Aqueous Purge and Trap
- 5030C - Aqueous Purge and Trap
- 5035A - Solid Purge and Trap

SW846 Reactivity Methods 7.3.3.2 (Reactive Cyanide) and 7.3.4.1 (Reactive Sulfide) have been withdrawn by EPA. These methods are reported per client request and are not NELAP accredited.



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
 Client Project ID: 246 Prairie Avenue Providence RI
 Client Sample ID: CS-01
 Date Sampled: 03/23/21 14:30
 Percent Solids: 95
 Initial Volume: 19.6
 Final Volume: 1
 Extraction Method: 3546

ESS Laboratory Work Order: 21C0920
 ESS Laboratory Sample ID: 21C0920-01
 Sample Matrix: Soil
 Units: mg/kg dry
 Analyst: TLW
 Prepared: 3/25/21 22:15

8100M Total Petroleum Hydrocarbons

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Total Petroleum Hydrocarbons	44.2 (10.8)		8100M		1	03/30/21 4:53	D1C0477	DC12552
		<i>%Recovery</i>	<i>Qualifier</i>	<i>Limits</i>				
<i>Surrogate: O-Terphenyl</i>		89 %		40-140				



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
 Client Project ID: 246 Prairie Avenue Providence RI
 Client Sample ID: CS-02
 Date Sampled: 03/23/21 14:35
 Percent Solids: 94
 Initial Volume: 20.6
 Final Volume: 1
 Extraction Method: 3546

ESS Laboratory Work Order: 21C0920
 ESS Laboratory Sample ID: 21C0920-02
 Sample Matrix: Soil
 Units: mg/kg dry
 Analyst: TLW
 Prepared: 3/25/21 22:15

8100M Total Petroleum Hydrocarbons

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Total Petroleum Hydrocarbons	23.2 (10.3)		8100M		1	03/30/21 5:26	D1C0477	DC12552
		<i>%Recovery</i>	<i>Qualifier</i>	<i>Limits</i>				
<i>Surrogate: O-Terphenyl</i>		92 %		40-140				



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI
Client Sample ID: CS-03
Date Sampled: 03/23/21 15:20
Percent Solids: 90
Initial Volume: 19.5
Final Volume: 1
Extraction Method: 3546

ESS Laboratory Work Order: 21C0920
ESS Laboratory Sample ID: 21C0920-03
Sample Matrix: Soil
Units: mg/kg dry
Analyst: TLW
Prepared: 3/25/21 22:15

8100M Total Petroleum Hydrocarbons

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Total Petroleum Hydrocarbons	42.7 (11.3)		8100M		1	03/30/21 0:59	D1C0477	DC12552
		<i>%Recovery</i>	<i>Qualifier</i>	<i>Limits</i>				
<i>Surrogate: O-Terphenyl</i>		99 %		40-140				



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI
Client Sample ID: CS-04
Date Sampled: 03/23/21 14:45
Percent Solids: 97
Initial Volume: 19.6
Final Volume: 1
Extraction Method: 3546

ESS Laboratory Work Order: 21C0920
ESS Laboratory Sample ID: 21C0920-04
Sample Matrix: Soil
Units: mg/kg dry
Analyst: TLW
Prepared: 3/25/21 22:15

8100M Total Petroleum Hydrocarbons

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Total Petroleum Hydrocarbons	24.0 (10.6)		8100M		1	03/30/21 5:59	D1C0477	DC12552
		<i>%Recovery</i>	<i>Qualifier</i>	<i>Limits</i>				
<i>Surrogate: O-Terphenyl</i>		97 %		40-140				



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
 Client Project ID: 246 Prairie Avenue Providence RI
 Client Sample ID: CS-05
 Date Sampled: 03/23/21 14:53
 Percent Solids: 89
 Initial Volume: 20.3
 Final Volume: 1
 Extraction Method: 3546

ESS Laboratory Work Order: 21C0920
 ESS Laboratory Sample ID: 21C0920-05
 Sample Matrix: Soil
 Units: mg/kg dry
 Analyst: TLW
 Prepared: 3/25/21 22:15

8100M Total Petroleum Hydrocarbons

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Total Petroleum Hydrocarbons	45.4 (11.1)		8100M		1	03/29/21 23:19	D1C0477	DC12552
		<i>%Recovery</i>	<i>Qualifier</i>	<i>Limits</i>				
<i>Surrogate: O-Terphenyl</i>		96 %		40-140				



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
 Client Project ID: 246 Prairie Avenue Providence RI
 Client Sample ID: CS-06
 Date Sampled: 03/23/21 15:53
 Percent Solids: 89
 Initial Volume: 20.5
 Final Volume: 1
 Extraction Method: 3546

ESS Laboratory Work Order: 21C0920
 ESS Laboratory Sample ID: 21C0920-06
 Sample Matrix: Soil
 Units: mg/kg dry
 Analyst: TLW
 Prepared: 3/25/21 22:15

8100M Total Petroleum Hydrocarbons

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Total Petroleum Hydrocarbons	53.8 (11.0)		8100M		1	03/29/21 22:46	D1C0477	DC12552
		<i>%Recovery</i>	<i>Qualifier</i>	<i>Limits</i>				
<i>Surrogate: O-Terphenyl</i>		90 %		40-140				



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0920

Quality Control Data

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
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8100M Total Petroleum Hydrocarbons

Batch DC12552 - 3546

Blank

Decane (C10)	ND	0.2	mg/kg wet							
Docosane (C22)	ND	0.2	mg/kg wet							
Dodecane (C12)	ND	0.2	mg/kg wet							
Eicosane (C20)	ND	0.2	mg/kg wet							
Hexacosane (C26)	ND	0.2	mg/kg wet							
Hexadecane (C16)	ND	0.2	mg/kg wet							
Hexatriacontane (C36)	ND	0.2	mg/kg wet							
Nonadecane (C19)	ND	0.2	mg/kg wet							
Nonane (C9)	ND	0.2	mg/kg wet							
Octacosane (C28)	ND	0.2	mg/kg wet							
Octadecane (C18)	ND	0.2	mg/kg wet							
Tetracosane (C24)	ND	0.2	mg/kg wet							
Tetradecane (C14)	ND	0.2	mg/kg wet							
Total Petroleum Hydrocarbons	ND	10.0	mg/kg wet							
Triacontane (C30)	ND	0.2	mg/kg wet							

<i>Surrogate: O-Terphenyl</i>	4.79		mg/kg wet	5.000		96	40-140			
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LCS

Decane (C10)	2.0	0.2	mg/kg wet	2.500		78	40-140			
Docosane (C22)	2.3	0.2	mg/kg wet	2.500		91	40-140			
Dodecane (C12)	2.1	0.2	mg/kg wet	2.500		84	40-140			
Eicosane (C20)	2.3	0.2	mg/kg wet	2.500		91	40-140			
Hexacosane (C26)	2.3	0.2	mg/kg wet	2.500		91	40-140			
Hexadecane (C16)	2.3	0.2	mg/kg wet	2.500		91	40-140			
Hexatriacontane (C36)	2.3	0.2	mg/kg wet	2.500		90	40-140			
Nonadecane (C19)	2.4	0.2	mg/kg wet	2.500		94	40-140			
Nonane (C9)	1.7	0.2	mg/kg wet	2.500		68	30-140			
Octacosane (C28)	2.3	0.2	mg/kg wet	2.500		91	40-140			
Octadecane (C18)	2.3	0.2	mg/kg wet	2.500		90	40-140			
Tetracosane (C24)	2.3	0.2	mg/kg wet	2.500		91	40-140			
Tetradecane (C14)	2.2	0.2	mg/kg wet	2.500		89	40-140			
Total Petroleum Hydrocarbons	29.8	10.0	mg/kg wet	35.00		85	40-140			
Triacontane (C30)	2.2	0.2	mg/kg wet	2.500		89	40-140			

<i>Surrogate: O-Terphenyl</i>	4.84		mg/kg wet	5.000		97	40-140			
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LCS Dup

Decane (C10)	1.9	0.2	mg/kg wet	2.500		78	40-140	0.7	25	
Docosane (C22)	2.2	0.2	mg/kg wet	2.500		90	40-140	2	25	
Dodecane (C12)	2.1	0.2	mg/kg wet	2.500		83	40-140	1	25	
Eicosane (C20)	2.3	0.2	mg/kg wet	2.500		90	40-140	1	25	
Hexacosane (C26)	2.2	0.2	mg/kg wet	2.500		89	40-140	2	25	
Hexadecane (C16)	2.2	0.2	mg/kg wet	2.500		89	40-140	2	25	
Hexatriacontane (C36)	2.2	0.2	mg/kg wet	2.500		87	40-140	4	25	
Nonadecane (C19)	2.3	0.2	mg/kg wet	2.500		92	40-140	2	25	



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
 Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0920

Quality Control Data

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
8100M Total Petroleum Hydrocarbons										
Batch DC12552 - 3546										
Nonane (C9)	1.7	0.2	mg/kg wet	2.500		67	30-140	1	25	
Octacosane (C28)	2.2	0.2	mg/kg wet	2.500		89	40-140	2	25	
Octadecane (C18)	2.2	0.2	mg/kg wet	2.500		89	40-140	2	25	
Tetracosane (C24)	2.2	0.2	mg/kg wet	2.500		89	40-140	2	25	
Tetradecane (C14)	2.2	0.2	mg/kg wet	2.500		87	40-140	2	25	
Total Petroleum Hydrocarbons	29.2	10.0	mg/kg wet	35.00		83	40-140	2	25	
Triacotane (C30)	2.2	0.2	mg/kg wet	2.500		87	40-140	2	25	
<i>Surrogate: O-Terphenyl</i>	<i>4.70</i>		<i>mg/kg wet</i>	<i>5.000</i>		<i>94</i>	<i>40-140</i>			



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors

Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0920

Notes and Definitions

- U Analyte included in the analysis, but not detected
- ND Analyte NOT DETECTED at or above the MRL (LOQ), LOD for DoD Reports, MDL for J-Flagged Analytes
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference
- MDL Method Detection Limit
- MRL Method Reporting Limit
- LOD Limit of Detection
- LOQ Limit of Quantitation
- DL Detection Limit
- I/V Initial Volume
- F/V Final Volume
- § Subcontracted analysis; see attached report
- 1 Range result excludes concentrations of surrogates and/or internal standards eluting in that range.
- 2 Range result excludes concentrations of target analytes eluting in that range.
- 3 Range result excludes the concentration of the C9-C10 aromatic range.
- Avg Results reported as a mathematical average.
- NR No Recovery
- [CALC] Calculated Analyte
- SUB Subcontracted analysis; see attached report
- RL Reporting Limit
- EDL Estimated Detection Limit
- MF Membrane Filtration
- MPN Most Probably Number
- TNTC Too numerous to Count
- CFU Colony Forming Units



CERTIFICATE OF ANALYSIS

Client Name: Coneco Engineers, Scientists & Surveyors
Client Project ID: 246 Prairie Avenue Providence RI

ESS Laboratory Work Order: 21C0920

ESS LABORATORY CERTIFICATIONS AND ACCREDITATIONS

ENVIRONMENTAL

Rhode Island Potable and Non Potable Water: LAI00179

<http://www.health.ri.gov/find/labs/analytical/ESS.pdf>

Connecticut Potable and Non Potable Water, Solid and Hazardous Waste: PH-0750

http://www.ct.gov/dph/lib/dph/environmental_health/environmental_laboratories/pdf/OutofStateCommercialLaboratories.pdf

Maine Potable and Non Potable Water, and Solid and Hazardous Waste: RI00002

<http://www.maine.gov/dhhs/mecdc/environmental-health/dwp/partners/labCert.shtml>

Massachusetts Potable and Non Potable Water: M-RI002

<http://public.dep.state.ma.us/Labcert/Labcert.aspx>

New Hampshire (NELAP accredited) Potable and Non Potable Water, Solid and Hazardous Waste: 2424

<http://des.nh.gov/organization/divisions/water/dwgb/nhelap/index.htm>

New York (NELAP accredited) Non Potable Water, Solid and Hazardous Waste: 11313

<http://www.wadsworth.org/labcert/elap/comm.html>

New Jersey (NELAP accredited) Non Potable Water, Solid and Hazardous Waste: RI006

http://datamine2.state.nj.us/DEP_OPRA/OpraMain/pi_main?mode=pi_by_site&sort_order=PI_NAMEA&Select+a+Site:=58715

United States Department of Agriculture Soil Permit: P330-12-00139

Pennsylvania: 68-01752

<http://www.dep.pa.gov/Business/OtherPrograms/Labs/Pages/Laboratory-Accreditation-Program.aspx>

ESS Laboratory Sample and Cooler Receipt Checklist

Client: Coneco Engineers, Scientists & Surv - KP/KB/TB
 Shipped/Delivered Via: ESS Courier

ESS Project ID: 21C0920
 Date Received: 3/25/2021
 Project Due Date: 4/1/2021
 Days for Project: 5 Day

- 1. Air bill manifest present? No
Air No.: NA
- 2. Were custody seals present? No
- 3. Is radiation count <100 CPM? Yes
- 4. Is a Cooler Present? Yes
Temp: 3.9 Iced with: Ice
- 5. Was COC signed and dated by client? Yes

- 6. Does COC match bottles? Yes
- 7. Is COC complete and correct? Yes
- 8. Were samples received intact? Yes
- 9. Were labs informed about short holds & rushes? Yes / No / NA
- 10. Were any analyses received outside of hold time? Yes / No

11. Any Subcontracting needed? Yes / No
 ESS Sample IDs: _____
 Analysis: _____
 TAT: _____

12. Were VOAs received? Yes / No
 a. Air bubbles in aqueous VOAs? Yes / No
 b. Does methanol cover soil completely? Yes / No / NA

13. Are the samples properly preserved? Yes / No
 a. If metals preserved upon receipt: Date: _____ Time: _____ By: _____
 b. Low Level VOA vials frozen: Date: _____ Time: _____ By: _____

Sample Receiving Notes:

14. Was there a need to contact Project Manager? Yes / No
 a. Was there a need to contact the client? Yes / No
 Who was contacted? _____ Date: _____ Time: _____ By: _____

Sample Number	Container ID	Proper Container	Air Bubbles Present	Sufficient Volume	Container Type	Preservative	Record pH (Cyanide and 608 Pesticides)
1	146784	Yes	N/A	Yes	8 oz jar	NP	
2	146785	Yes	N/A	Yes	8 oz jar	NP	
3	146786	Yes	N/A	Yes	8 oz jar	NP	
4	146787	Yes	N/A	Yes	8 oz jar	NP	
5	146788	Yes	N/A	Yes	8 oz jar	NP	
6	146789	Yes	N/A	Yes	8 oz jar	NP	

2nd Review
Were all containers scanned into storage/lab? Initials: TD
 Are barcode labels on correct containers? Yes / No
 Are all Flashpoint stickers attached/container ID # circled? Yes / No / NA
 Are all Hex Chrome stickers attached? Yes / No / NA
 Are all QC stickers attached? Yes / No / NA
 Are VOA stickers attached if bubbles noted? Yes / No / NA

Completed By: Taylor D... Date & Time: 3/25/21 19:12

ESS Laboratory Sample and Cooler Receipt Checklist

Client: Coneco Engineers, Scientists & Surv - KPB/TB

ESS Project ID: 21C0920

Date Received: 3/25/2021

Reviewed
By:

Amber Garcia

Date & Time:

3/25/21 19:34

DISPOSAL DOCUMENTATION

TRK # 4164

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material.

Form Approved. OMB No. 2050-0039

Please print or type.

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number RID99999999	2. Page 1 of 1	3. Emergency Response Phone (800) 483-3718	4. Manifest Tracking Number 015503943 FLE			
5. Generator's Name and Mailing Address Narragansett Electric Company 40 Sylvan Road Attn: Susan Brochu Waltham, MA 02451				Generator's Site Address (if different than mailing address) 246 Prairie Avenue Providence, RI 02908				
Generator's Phone: (781) 907-3647 ATTN: Susan Brochu				U.S. EPA ID Number MAD039322250				
6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc.				U.S. EPA ID Number				
7. Transporter 2 Company Name				U.S. EPA ID Number				
8. Designated Facility Name and Site Address Clean Harbors of Braintree Inc 1 Hill Avenue Braintree, MA 02184				U.S. EPA ID Number MAD053452637				
Facility's Phone: (781) 380-7100								
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
		No.	Type					
		1. NON DOT REGULATED MATERIAL, (OIL, SPEEDY DR)	001	TT	7	Y	MA01	RO15
		2.						
		3.						
4.								
14. Special Handling Instructions and Additional Information 1:030608								
<p style="text-align: right;">Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience, or safety.</p>								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Officer's Printed/Typed Name JIM AEWOLF #1215 AGENT FOR NARRAGANSETT ELEC.				Signature <i>[Signature]</i>		Month Day Year 13 13 12		
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.				Port of entry/exit: Date leaving U.S.:				
17. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name Jacky Tommaso				Signature <i>[Signature]</i>		Month Day Year 13 13 12		
Transporter 2 Printed/Typed Name				Signature		Month Day Year		
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
Manifest Reference Number:								
18b. Alternate Facility (or Generator)				U.S. EPA ID Number				
Facility's Phone:								
18c. Signature of Alternate Facility (or Generator)				Month Day Year				
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1. H141		2.		3.		4.		
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a								
Printed/Typed Name Huyen Hoang				Signature <i>[Signature]</i>		Month Day Year 13 12 12		

TNEC RELEASE DOCUMENTATION



March 30, 2021

Ms. Lynne DeBritto
Rhode Island Department of Environmental Management
Office of Emergency Response
235 Promenade Street, Suite 438
Providence, Rhode Island 02908-5767

RE: Release Notification
The Narragansett Electric Company (TNEC)
Pad-Mounted Electrical Transformer
246 Prairie Avenue
Providence, Rhode Island
Case No. 2021-114

Dear Ms. DeBritto:

Please find enclosed a completed *Release Summary Report* for a historical release of approximately 58 gallons of no-polychlorinated biphenyl (no-PCB) mineral oil dielectric fluid (MODF) that occurred from a 150 kVA pad-mounted electrical transformer formerly in use at 246 Prairie Avenue in Providence, Rhode Island. The release was identified on March 18, 2021 and was the result of corrosion at the base of the transformer tank seam, resulting in a slow, intermittent weep of no-PCB MODF. The release impacted an approximately 50 square-foot surficial area consisting of the concrete transformer pad, mulch, and underlying soil in the immediate vicinity of the leaking electrical transformer.

The pad-mounted electrical transformer from which the release occurred was removed by TNEC on March 23, 2021 in order to eliminate the source of the release. Clean Harbors Environmental Services, Incorporated, with observation provided by Coneco Engineers & Scientists, Incorporated, conducted response actions to address the no-PCB MODF release, as detailed in the attached *Release Summary Report*.

As this release was not feasibly avoidable, measures to prevent future occurrences of this type of release are not being actively sought out. Information pertaining to the costs of the response and cleanup actions is available upon request.

If you have any questions pertaining to this notification, please do not hesitate to contact me at 401-784-7490. Thank you for your attention to this matter.

Sincerely,

William Howard
Principal Environmental Scientist

Enclosures: Release Summary Report
Disposal Documentation

RELEASE SUMMARY REPORT

1. Notifier Information

Name: Coneco Engineers & Scientists, Incorporated (Coneco)
Contact: Katie Loftus - Project Manager
Address: 4 First Street, Bridgewater, Massachusetts 02324
Phone: (978) 877-8000
Status: Representative for Potentially Responsible Party (Generator)

2. Release Information

Date of Discovery: 3/18/2021
Source: 150 kVA pad-mounted electrical transformer, manufactured by General Electric in 1978 with serial number L719466 TCNA
Site Address: 246 Prairie Avenue, Providence, Rhode Island
Release Media: Concrete transformer pad, mulch, and soil
Hazardous Materials and Concentrations: Approximately 58 gallons of no-polychlorinated biphenyl (no-PCB) mineral oil dielectric fluid (MODF) (less than 0.50 milligrams per kilogram [mg/kg] PCBs per certified laboratory analysis)
Location of Release: The release area is located approximately 65 feet south of the commercial structure identified as 246 Prairie Avenue and approximately 185 feet northeast of the intersection of Prairie Avenue and Chestnut Avenue.
Extent of Contamination: Surficial staining was noted over an approximately 50 square-foot area of the concrete pad and adjacent landscaped mulch. Soil underlying and adjacent to the concrete pad was noted to have been impacted by the release and consisted of an area of 90 square-feet, to a maximum depth of 6 feet below surface grade on the eastern side of the concrete pad.

3. Resource Information

Site Land Usage: Commercial
Adjacent Land Usage: Commercial/Residential
Site Groundwater Class: GB
Adjacent Groundwater Class: GB
Nearest Surface Water or Wetland: The Providence River is located approximately 3,500 feet east of the release area.
Potential for Adverse Impact: No

4. Potentially Responsible Parties

Name: The Narragansett Electric Company (TNEC)
Contact: Mr. William Howard, Principal Environmental Scientist
Address: 280 Melrose Street, Providence, Rhode Island 02907
Phone: (401) 784-7490
Status: Generator

William Howard
National Grid
280 Melrose Street
Providence, RI 02907

RELEASE SUMMARY REPORT

5. Measures Taken or Proposed to be Taken in Response to Release

Activities conducted to date include the following:

- a) As the transformer was functioning normally, it was not removed from the Site at the time the release was identified on March 18, 2021. TNEC conducted an inspection of the leaking transformer and the surrounding area to evaluate release conditions. TNEC observed petroleum staining atop the concrete transformer pad and adjacent landscaped mulch. TNEC noted that no stormwater catch basins were impacted by the release and no completed pathways to public water, sewer systems, or private water supply wells were identified. On March 18, 2021, Clean Harbors Environmental Services, Incorporated (CHESI) deployed granular absorbent material throughout the release area in order to absorb and mitigate tracking and further migration of the released no-PCB MODF. An electrical outage, required to facilitate remedial actions, was scheduled for March 23, 2021.
- b) On March 23, 2021, TNEC de-energized electrical equipment in the area and removed the leaking transformer, thereby eliminating the source of the release and stabilizing environmental conditions at the Site. To prevent a potential release of MODF from the leaking transformer during transport, CHESI removed and transferred the remaining MODF (approximately 157 gallons) from the leaking transformer into a Guzzler[®] vacuum truck. TNEC then placed the transformer in a vehicle equipped with secondary containment and transported it to the TNEC facility located at 280 Melrose Street in Providence, Rhode Island for further evaluation and disposal.
- c) Based on the initial capacity of the damaged transformer (215 gallons per manufacturer's nameplate) and the volume of MODF remaining within the transformer reservoir relative to the marked original fill line, Coneco estimated that approximately 58 gallons of no-PCB MODF were released.
- d) Original manufacturer's nameplate information present on the 150 kVA pad-mounted electrical transformer, manufactured by General Electric in 1978 with serial number L719466 TCNA, did not indicate the PCB content of the MODF contained within the transformer. Therefore, Coneco collected an MODF sample from the transformer and field-screened the MODF sample for PCBs using a Dexsil Clor-N-Oil[®] screening kit (United States Environmental Protection Agency [EPA] SW-846 Method 9079). Results of the Clor-N-Oil[®] field screening identified no concentrations of PCBs in excess of 50 parts per million (ppm). Thus, the released MODF was initially characterized as "non-PCB" in accordance with 40 CFR 761.3.
- e) To confirm the field screening results and to quantify the PCB-content of the released MODF, an additional aliquot of the MODF sample collected on March 23, 2021, was submitted to ESS Laboratory (ESS), a Rhode Island and National Environmental Laboratory Accreditation Program-certified analytical laboratory located in Cranston, Rhode Island, to be analyzed for PCBs by EPA Method 8082. Laboratory analytical results received subsequent to the completion of response actions indicated the MODF within the transformer did not contain concentrations of PCBs in excess of the laboratory

William Howard
National Grid
280 Melrose Street
Providence, RI 02907

RELEASE SUMMARY REPORT

detection limit of 0.50 mg/kg. As such, the MODF released from the transformer was confirmed to be “non-PCB” in accordance with 40 CFR 761.3 and is also considered by TNEC to be “no-PCB” as the MODF associated with the transformer contained no concentrations of PCBs in excess of 2 ppm.

- f) Following the removal of the transformer, CHESI, with oversight provided by Coneco, conducted response actions at the Site. CHESI utilized oil-emulsifying soap and clean rinse water to wash impacted portions of the concrete transformer pad. Wash and rinse liquids were collected using granular absorbent material and contained within the Guzzler[®] vacuum truck. Universal Construction Company (UCC) utilized a backhoe loader to remove the concrete pad. The remediated concrete pad was removed from the Site for disposal as general construction and demolition debris. CHESI then utilized the Guzzler[®] vacuum truck and hand tools to excavate and remove impacted mulch and soil that was located adjacent to and beneath the concrete transformer pad. At the conclusion of response actions on March 23, 2021, the excavation area measured approximately 10 feet long by 9 feet wide by 6 feet deep (at the deepest point of excavation).
- g) Following remedial activities, Coneco collected soil samples from the excavation area, field screened the samples, and submitted six composite confirmatory soil samples to be analyzed for total petroleum hydrocarbons (TPH) by Unites States Environmental Protection Agency Method 8100M. Analytical results for the samples are pending.
- h) No stormwater catch basins or other drainage structures were noted in the vicinity of the release area. No private drinking water wells were noted within the vicinity of the release. Groundwater was not encountered during excavation activities. No impact to or completed migration pathways to groundwater, drinking water wells, drainage structures, or surface water were observed.
- i) As a result of remedial activities conducted on March 23, 2021, approximately 157 gallons of MODF and 7 cubic yards of remediation waste, consisting of granular absorbent material, mulch, and soil, were collected and contained within the Guzzler[®] vacuum truck. The remediation waste was categorized as “non-Department of Transportation (DOT) Regulated Material (oil, speedy dri)” and transported under Uniform Hazardous Waste Manifest (015503943 FLE) to the Clean Harbors of Braintree, Incorporated facility located in Braintree, Massachusetts for proper off-Site disposal. A copy of the Uniform Hazardous Waste Manifest is enclosed for reference.

Proposed activities:

- a) Response actions at the Site were performed to assess release conditions, remediate impacted media to the extent feasible, and determine whether this release of oil and/or hazardous materials represents a significant risk to human or environmental receptors. As Site conditions were stabilized, the source of the release eliminated, and as no-PCB MODF-impacted media was remediated to the extent practicable, pending receipt of laboratory analytical results, no further action is warranted at the Site. Laboratory analytical results will be reviewed, and the findings will be summarized in a Release Response Report which will be forwarded to RIDEM.

TRK # 4164

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material.

Form Approved. OMB No. 2050-0039

Please print or type.

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number RI D999999999	2. Page 1 of 1	3. Emergency Response Phone (800) 483-3718	4. Manifest Tracking Number 015503943 FLE			
5. Generator's Name and Mailing Address Narragansett Electric Company 40 Sylvan Road Attn: Susan Brochu Waltham, MA 02451				Generator's Site Address (if different than mailing address) 246 Prairie Avenue Providence, RI 02908				
6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc.		U.S. EPA ID Number MAD039322250						
7. Transporter 2 Company Name		U.S. EPA ID Number						
8. Designated Facility Name and Site Address Clean Harbors of Braintree Inc 1 Hill Avenue Braintree, MA 02184				U.S. EPA ID Number MAD063452637				
Facility's Phone: (781) 380-7100								
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
	1. NON DOT REGULATED MATERIAL, (OIL, SPEEDY DR)	001 TT		7	Y	MA01	R015	
	2.							
	3.							
	4.							
14. Special Handling Instructions and Additional Information 1. US06005								
<p>authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience, or safety.</p> <p>Contract retained by generator confers agency of transportation efficiency, convenience, or safety.</p>								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Officer's Printed/Typed Name JIM ARNOLD		Signature <i>[Signature]</i>		BIDIS AGENT FOR TNEC		Month 3	Day 23	Year 21
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____								
17. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name JACKY TOMASSO		Signature <i>[Signature]</i>		Month 3		Day 23	Year 21	
Transporter 2 Printed/Typed Name		Signature		Month		Day	Year	
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
Manifest Reference Number: _____								
18b. Alternate Facility (or Generator)				U.S. EPA ID Number				
Facility's Phone: _____								
18c. Signature of Alternate Facility (or Generator)						Month	Day	Year
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1. H141	2.	3.	4.					
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a								
Printed/Typed Name Huyen Hoang		Signature <i>[Signature]</i>		Month 3		Day 24	Year 21	

Attachment B

Soil Boring Logs

PROJECT NUMBER 20151007.U10 DATE STARTED 6/21/23
 PROJECT NAME 246 Prairie Avenue DATE COMPLETED 6/21/23
 LOCATION Providence, RI CASING TYPE/DIAMETER ----
 DRILLING METHOD Geologic / Geoprobe / Direct Push SCREEN TYPE/SLOT/INTERVAL ----
 HAMMER WEIGHT/FALL -- GRAVEL PACK TYPE ----
 ELEVATION (FT) --- GROUT TYPE/QUANTITY ----
 TOP OF CASING ---- DEPTH TO WATER (FT) 17.0
 LOGGED BY Evan Koncewicz GROUND WATER ELEVATION ---
 REMARKS No refusal encountered.






LOG A EVNN01 - ESDAT_LOG1.GDT - 8/3/23 20:38 - \\PRIVATE\DFS\PROJECTDATA\20151007.U10\DELIVERABLES\IR_ADDENDUM\IR_ATTACHMENTS\SB - BORINGS LOGS\SB - BORINGS LOGS\20220729.GPJ

PID (ppm)	BLOW COUNTS	RECOVERY (inches)	SAMPLE ID.	EXTENT	DEPTH (ft. BGL)	U.S.C.S.	GRAPHIC LOG	LITHOLOGIC DESCRIPTION	WATER DEPTH
0.1		38	GB 0621-03			AS		Asphalt	
						FILL		FI SAND, f-c; little subangular gravel; trace silt; trace brick; brown/black/white/gray; dry; no odor.	
0.1		30			5	FILL		FI SAND, f-c; trace subangular gravel; trace brick; light gray; dry; no odor.	
						SW		SW SAND, f-c; trace silt; trace subrounded gravel; brown/light brown; dry; no odor.	
						SP		SP SAND, f-m; little silt; dark gray/brown; dry; no odor.	
0.1		24	GB 0621-04		10	SP		SP SAND, f-m; little silt; dark gray/brown; dry; no odor.	
						SW		SW SAND, f-c; trace silt; trace subrounded gravel; tan; dry; no odor.	
						SW		SW SAND, f-c; trace silt; trace subrounded gravel; trace coal; trace ash; gray/black; dry; no odor.	
						SW		SW SAND, f-c; trace silt; trace subrounded gravel; tan; dry; no odor.	
0.0		20			15	SW		SW SAND, f-c; trace silt; trace subrounded gravel; light brown/brown/tan; wet; no odor.	
						SW		SW SAND, f-c; trace silt; trace rounded gravel; dark brown; wet; no odor.	

Bottom of borehole at 20.0 feet.

PROJECT NUMBER <u>20151007.U10</u>	DATE STARTED <u>6/21/23</u>
PROJECT NAME <u>246 Prairie Avenue</u>	DATE COMPLETED <u>6/21/23</u>
LOCATION <u>Providence, RI</u>	CASING TYPE/DIAMETER <u>----</u>
DRILLING METHOD <u>Geologic / Geoprobe / Direct Push</u>	SCREEN TYPE/SLOT/INTERVAL <u>----</u>
HAMMER WEIGHT/FALL <u>--</u>	GRAVEL PACK TYPE <u>----</u>
ELEVATION (FT) <u>---</u>	GROUT TYPE/QUANTITY <u>----</u>
TOP OF CASING <u>----</u>	DEPTH TO WATER (FT) <u>15.5</u>
LOGGED BY <u>Evan Koncewicz</u>	GROUND WATER ELEVATION <u>---</u>
REMARKS <u>No refusal encountered.</u>	







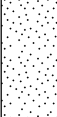
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PID (ppm)	BLOW COUNTS	RECOVERY (inches)	SAMPLE ID.	EXTENT	DEPTH (ft. BGL)	U.S.C.S.	GRAPHIC LOG	LITHOLOGIC DESCRIPTION	WATER DEPTH
0.0		37	GB 0621-01			TS		Topsoil FI SAND, f-c; trace silt; trace subrounded gravel; brown/light brown; dry; no odor.	
					5	FILL		FI SAND, f-c; trace silt; trace subrounded gravel; trace brick; trace glass; light brown/tan; dry; no odor.	
0.2		30							
					10	SW		SW SAND, f-c; tan; dry; no odor.	
0.0		33							
			GB 0621-02			SP		SP SAND, f-c; trace silt; tan; orange lens @ 12.25' - 12.41'; dry (tip of soil moist (~15')); no odor.	
					15	SP		SP SAND, f-m; little silt; light brown/gray; wet; no odor.	▼
0.0		42							

Bottom of borehole at 20.0 feet.

PROJECT NUMBER <u>20151007.U10</u>	DATE STARTED <u>6/21/23</u>
PROJECT NAME <u>246 Prairie Avenue</u>	DATE COMPLETED <u>6/21/23</u>
LOCATION <u>Providence, RI</u>	CASING TYPE/DIAMETER <u>----</u>
DRILLING METHOD <u>Geologic / Geoprobe / Direct Push</u>	SCREEN TYPE/SLOT/INTERVAL <u>----</u>
HAMMER WEIGHT/FALL <u>--</u>	GRAVEL PACK TYPE <u>----</u>
ELEVATION (FT) <u>---</u>	GROUT TYPE/QUANTITY <u>----</u>
TOP OF CASING <u>----</u>	DEPTH TO WATER (FT) <u>14.0</u>
LOGGED BY <u>Evan Koncewicz</u>	GROUND WATER ELEVATION <u>---</u>
REMARKS <u>No refusal encountered.</u>	









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PID (ppm)	BLOW COUNTS	RECOVERY (inches)	SAMPLE ID.	EXTENT	DEPTH (ft. BGL)	U.S.C.S.	GRAPHIC LOG	LITHOLOGIC DESCRIPTION	WATER DEPTH
0.1		41				TS		Topsoil	
			GB 0621-05			FILL		FI SAND, f-c; little subangular gravel; trace silt; trace brick; trace asphalt; light brown/brown/gray/black; dry; no odor.	
0.1		23			5	FILL		FI SAND, f-c; little subangular gravel; trace silt; trace brick; trace asphalt; light brown/brown/gray/black; dry; no odor.	
0.0		40			10	FILL SW		FI SAND, f-c; little subangular gravel; trace silt; trace brick; trace asphalt; light brown/brown/gray/black; dry; no odor.	
			GB 0621-06			SP		SW SAND, f-c; trace silt; brown; dry; no odor. SP SAND, f-m; trace silt; light brown/tan; wet @ 13.08'; no odor.	
0.0		38			15	SP		SP SAND, f-m; trace silt; light brown/tan; wet; no odor.	
						SP		SP SAND, f; some silt; light brown/orange; wet; no odor.	
									▼

Bottom of borehole at 20.0 feet.

PROJECT NUMBER <u>20151007.U10</u>	DATE STARTED <u>6/21/23</u>
PROJECT NAME <u>246 Prairie Avenue</u>	DATE COMPLETED <u>6/21/23</u>
LOCATION <u>Providence, RI</u>	CASING TYPE/DIAMETER <u>----</u>
DRILLING METHOD <u>Geologic / Geoprobe / Direct Push</u>	SCREEN TYPE/SLOT/INTERVAL <u>----</u>
HAMMER WEIGHT/FALL <u>--</u>	GRAVEL PACK TYPE <u>----</u>
ELEVATION (FT) <u>----</u>	GROUT TYPE/QUANTITY <u>----</u>
TOP OF CASING <u>----</u>	DEPTH TO WATER (FT) <u>17.0</u>
LOGGED BY <u>Evan Koncewicz</u>	GROUND WATER ELEVATION <u>---</u>
REMARKS <u>No refusal encountered.</u>	





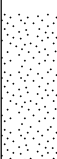





LOG A EVNN01 - ESDAT_LOG1.GDT - 8/3/23 20:38 - \\PRIVATE\DFS\PROJECTDATA\20151007.U10\DELIVERABLES\IR_ADDENDUM\IR_ATTACHMENTS\SB - BORINGS LOGS\SB - BORINGS LOGS\20220729.GPJ

PID (ppm)	BLOW COUNTS	RECOVERY (inches)	SAMPLE ID.	EXTENT	DEPTH (ft. BGL)	U.S.C.S.	GRAPHIC LOG	LITHOLOGIC DESCRIPTION	WATER DEPTH
0.1		42	GB 0621-07			AS		Asphalt	
						FILL		FI SAND, f-c; trace silt; trace subangular gravel; trace asphalt; light brown/dark brown; dry; no odor.	
						SW		SW SAND, f-c; trace silt; light brown/tan; dry; no odor.	
0.0		44			5	SW		SW SAND, f-c; trace silt; light brown/tan; dry; no odor.	
0.0		49			10	SW		SW SAND, f-c; trace silt; light brown/tan; dry; no odor.	
						SP		SP SAND, f-m; trace silt; tan; dry; no odor.	
0.0		37	GB 0621-08		15	SP		SP SAND, f-m; trace silt; tan/yellow; dry; no odor.	
						SM		SM SAND AND SILT, f-m (layers of sand and silt); tan/yellow/brown; wet; no odor.	
									▼

Bottom of borehole at 20.0 feet.

PROJECT NUMBER 20151007.U10	DATE STARTED 6/21/23
PROJECT NAME 246 Prairie Avenue	DATE COMPLETED 6/21/23
LOCATION Providence, RI	CASING TYPE/DIAMETER ----
DRILLING METHOD Geologic / Geoprobe / Direct Push	SCREEN TYPE/SLOT/INTERVAL ----
HAMMER WEIGHT/FALL --	GRAVEL PACK TYPE ----
ELEVATION (FT) ----	GROUT TYPE/QUANTITY ----
TOP OF CASING ----	DEPTH TO WATER (FT) 17.0
LOGGED BY Evan Koncewicz	GROUND WATER ELEVATION ---
REMARKS No refusal encountered.	

LOG A EIVN01 - ESDAT_LOG1.GDT - 8/3/23 20:38 - \\PRIVATE\DFS\PROJECTDATA\20151007.U10\DELIVERABLES\IR_ADDENDUM\IR_ATTACHMENTS\B - BORINGS LOGS\SB - BORINGS LOGS\20220729.GPJ

PID (ppm)	BLOW COUNTS	RECOVERY (inches)	SAMPLE ID.	EXTENT	DEPTH (ft. BGL)	U.S.C.S.	GRAPHIC LOG	LITHOLOGIC DESCRIPTION	WATER DEPTH
0.0		43	GB 0621-09			AS FILL		Asphalt	
						SW		FI SAND, f-c; trace subrounded gravel; trace silt; trace brick; trace asphalt; dark brown; dry; no odor.	
						SW		SW SAND, f-c; trace subrounded gravel; light brown; dry; no odor.	
						SW		SW SAND, f-c; tan; dry; no odor.	
0.0		49			5	SP		SP SAND, f-m; trace coarse sand; trace silt; tan; dry; no odor.	
0.0		30			10	SP		SP SAND, f-m; trace coarse sand; trace silt; tan; dry; no odor.	
			GB 0621-10			ML		ML SILT, trace fine sand; gray/tan; dry; no odor.	
						SP		SP SAND, f-m; trace silt; tan; dry; no odor.	
0.0		27			15	SP		SP SAND, f-m; trace silt; tan; moist; no odor.	
						SP		SP SAND, fine; some silt; tan/light brown; wet; no odor.	

Bottom of borehole at 20.0 feet.

Attachment C

Laboratory Analytical Report



New England Testing Laboratory, Inc.
(401) 353-3420

REPORT OF ANALYTICAL RESULTS

NETLAB Work Order Number: 3F23017

Client Project: 20151007 - 246 Pairie Ave, Providence

Report Date: 30-June-2023

Prepared for:

Tim Nevins
Fuss & O'Neill
317 Iron Horse Way
Providence, RI 02908

Richard Warila, Laboratory Director
New England Testing Laboratory, Inc.
59 Greenhill Street
West Warwick, RI 02893
rich.warila@newenglandtesting.com

Samples Submitted :

The samples listed below were submitted to New England Testing Laboratory on 06/23/23. The group of samples appearing in this report was assigned an internal identification number (case number) for laboratory information management purposes. The client's designations for the individual samples, along with our case numbers, are used to identify the samples in this report. This report of analytical results pertains only to the sample(s) provided to us by the client which are indicated on the custody record. The case number for this sample submission is 3F23017. Custody records are included in this report.

Lab ID	Sample	Matrix	Date Sampled	Date Received
3F23017-01	1708230621-01	Soil	06/21/2023	06/23/2023
3F23017-02	1708230621-02	Soil	06/21/2023	06/23/2023
3F23017-03	1708230621-03	Soil	06/21/2023	06/23/2023
3F23017-04	1708230621-04	Soil	06/21/2023	06/23/2023
3F23017-05	1708230621-05	Soil	06/21/2023	06/23/2023
3F23017-06	1708230621-06	Soil	06/21/2023	06/23/2023
3F23017-07	1708230621-07	Soil	06/21/2023	06/23/2023
3F23017-08	1708230621-08	Soil	06/21/2023	06/23/2023
3F23017-09	1708230621-09	Soil	06/21/2023	06/23/2023
3F23017-10	1708230621-10	Soil	06/21/2023	06/23/2023
3F23017-11	1708230621-FD	Soil	06/21/2023	06/23/2023

Request for Analysis

At the client's request, the analyses presented in the following table were performed on the samples submitted.

1708230621-01 (Lab Number: 3F23017-01)

Analysis

Semivolatile Organic Compounds

Method

EPA 8270D

1708230621-02 (Lab Number: 3F23017-02)

Analysis

Semivolatile Organic Compounds

Method

EPA 8270D

1708230621-03 (Lab Number: 3F23017-03)

Analysis

Semivolatile Organic Compounds

Method

EPA 8270D

1708230621-04 (Lab Number: 3F23017-04)

Analysis

Semivolatile Organic Compounds

Method

EPA 8270D

1708230621-05 (Lab Number: 3F23017-05)

Analysis

Semivolatile Organic Compounds

Method

EPA 8270D

1708230621-06 (Lab Number: 3F23017-06)

Analysis

Semivolatile Organic Compounds

Method

EPA 8270D

1708230621-07 (Lab Number: 3F23017-07)

Analysis

Semivolatile Organic Compounds

Method

EPA 8270D

1708230621-08 (Lab Number: 3F23017-08)

Analysis

Semivolatile Organic Compounds

Method

EPA 8270D

1708230621-09 (Lab Number: 3F23017-09)

Analysis

Semivolatile Organic Compounds

Method

EPA 8270D

1708230621-10 (Lab Number: 3F23017-10)

Analysis

Semivolatile Organic Compounds

Method

EPA 8270D

1708230621-FD (Lab Number: 3F23017-11)

Analysis

Semivolatile Organic Compounds

Method

EPA 8270D

Method References

Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, SW846, USEPA

Case Narrative

Sample Receipt:

The samples associated with this work order were received in appropriately cooled and preserved containers. The chain of custody was adequately completed and corresponded to the samples submitted.

Exceptions: None

Analysis:

All samples were prepared and analyzed within method specified holding times and according to NETLAB's documented standard operating procedures. The results for the associated calibration, method blank and laboratory control sample (LCS) were within method specified quality control requirements and allowances. Results for all soil samples, unless otherwise indicated, are reported on a dry weight basis.

Exceptions:

8270: The samples 1788230621-03, 05, and 11" have one surrogate outside quality control limits due to matrix interference.

Results: Semivolatile organic compounds

Sample: 1708230621-01

Lab Number: 3F23017-01 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		135	ug/kg	06/24/23	06/26/23
1,2-Dichlorobenzene	ND		135	ug/kg	06/24/23	06/26/23
1,3-Dichlorobenzene	ND		135	ug/kg	06/24/23	06/26/23
1,4-Dichlorobenzene	ND		135	ug/kg	06/24/23	06/26/23
Phenol	ND		135	ug/kg	06/24/23	06/26/23
2,4,5-Trichlorophenol	ND		135	ug/kg	06/24/23	06/26/23
2,4,6-Trichlorophenol	ND		135	ug/kg	06/24/23	06/26/23
2,4-Dichlorophenol	ND		135	ug/kg	06/24/23	06/26/23
2,4-Dimethylphenol	ND		343	ug/kg	06/24/23	06/26/23
2,4-Dinitrophenol	ND		343	ug/kg	06/24/23	06/26/23
2,4-Dinitrotoluene	ND		135	ug/kg	06/24/23	06/26/23
2,6-Dinitrotoluene	ND		135	ug/kg	06/24/23	06/26/23
2-Chloronaphthalene	ND		135	ug/kg	06/24/23	06/26/23
2-Chlorophenol	ND		135	ug/kg	06/24/23	06/26/23
2-Methylnaphthalene	ND		135	ug/kg	06/24/23	06/26/23
Nitrobenzene	ND		135	ug/kg	06/24/23	06/26/23
2-Methylphenol	ND		135	ug/kg	06/24/23	06/26/23
2-Nitroaniline	ND		135	ug/kg	06/24/23	06/26/23
2-Nitrophenol	ND		343	ug/kg	06/24/23	06/26/23
3,3'-Dichlorobenzidine	ND		343	ug/kg	06/24/23	06/26/23
3-Nitroaniline	ND		135	ug/kg	06/24/23	06/26/23
4,6-Dinitro-2-methylphenol	ND		343	ug/kg	06/24/23	06/26/23
4-Bromophenyl phenyl ether	ND		135	ug/kg	06/24/23	06/26/23
4-Chloro-3-methylphenol	ND		135	ug/kg	06/24/23	06/26/23
4-Chloroaniline	ND		135	ug/kg	06/24/23	06/26/23
4-Chlorophenyl phenyl ether	ND		135	ug/kg	06/24/23	06/26/23
4-Nitroaniline	ND		135	ug/kg	06/24/23	06/26/23
4-Nitrophenol	ND		343	ug/kg	06/24/23	06/26/23
Acenaphthene	ND		135	ug/kg	06/24/23	06/26/23
Acenaphthylene	ND		135	ug/kg	06/24/23	06/26/23
Aniline	ND		135	ug/kg	06/24/23	06/26/23
Anthracene	ND		135	ug/kg	06/24/23	06/26/23
Benzo(a)anthracene	215		135	ug/kg	06/24/23	06/26/23
Benzo(a)pyrene	254		135	ug/kg	06/24/23	06/26/23
Benzo(b)fluoranthene	321		135	ug/kg	06/24/23	06/26/23
Benzo(g,h,i)perylene	234		135	ug/kg	06/24/23	06/26/23
Benzo(k)fluoranthene	ND		135	ug/kg	06/24/23	06/26/23
Benzoic acid	ND		1040	ug/kg	06/24/23	06/26/23
Biphenyl	ND		42	ug/kg	06/24/23	06/26/23
Bis(2-chloroethoxy)methane	ND		135	ug/kg	06/24/23	06/26/23
Bis(2-chloroethyl)ether	ND		135	ug/kg	06/24/23	06/26/23
Bis(2-chloroisopropyl)ether	ND		135	ug/kg	06/24/23	06/26/23
Bis(2-ethylhexyl)phthalate	ND		415	ug/kg	06/24/23	06/26/23
Butyl benzyl phthalate	ND		135	ug/kg	06/24/23	06/26/23
Chrysene	202		135	ug/kg	06/24/23	06/26/23
Di-n-octyl phthalate	ND		208	ug/kg	06/24/23	06/26/23
Dibenz(a,h)anthracene	ND		135	ug/kg	06/24/23	06/26/23
Dibenzofuran	ND		135	ug/kg	06/24/23	06/26/23

Results: Semivolatile organic compounds (Continued)

Sample: 1708230621-01 (Continued)

Lab Number: 3F23017-01 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		135	ug/kg	06/24/23	06/26/23
Dimethyl phthalate	ND		343	ug/kg	06/24/23	06/26/23
Di-n-butyl phthalate	ND		208	ug/kg	06/24/23	06/26/23
Fluoranthene	456		135	ug/kg	06/24/23	06/26/23
Fluorene	ND		135	ug/kg	06/24/23	06/26/23
Hexachlorobenzene	ND		135	ug/kg	06/24/23	06/26/23
Hexachlorobutadiene	ND		135	ug/kg	06/24/23	06/26/23
Hexachlorocyclopentadiene	ND		343	ug/kg	06/24/23	06/26/23
Hexachloroethane	ND		135	ug/kg	06/24/23	06/26/23
Indeno(1,2,3-cd)pyrene	219		135	ug/kg	06/24/23	06/26/23
Isophorone	ND		135	ug/kg	06/24/23	06/26/23
Naphthalene	ND		135	ug/kg	06/24/23	06/26/23
N-Nitrosodimethylamine	ND		135	ug/kg	06/24/23	06/26/23
N-Nitrosodi-n-propylamine	ND		135	ug/kg	06/24/23	06/26/23
N-Nitrosodiphenylamine	ND		135	ug/kg	06/24/23	06/26/23
Pentachlorophenol	ND		343	ug/kg	06/24/23	06/26/23
Phenanthrene	154		135	ug/kg	06/24/23	06/26/23
Pyrene	454		135	ug/kg	06/24/23	06/26/23
m&p-Cresol	ND		270	ug/kg	06/24/23	06/26/23
Pyridine	ND		135	ug/kg	06/24/23	06/26/23
Azobenzene	ND		135	ug/kg	06/24/23	06/26/23
Total Dichlorobenzene	ND		135	ug/kg	06/24/23	06/26/23
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	64.6%		30-126		06/24/23	06/26/23
<i>p-Terphenyl-d14</i>	83.7%		47-130		06/24/23	06/26/23
<i>2-Fluorobiphenyl</i>	71.3%		34-130		06/24/23	06/26/23
<i>Phenol-d6</i>	66.9%		30-130		06/24/23	06/26/23
<i>2,4,6-Tribromophenol</i>	78.5%		30-130		06/24/23	06/26/23
<i>2-Fluorophenol</i>	66.1%		30-130		06/24/23	06/26/23

Results: Semivolatile organic compounds

Sample: 1708230621-02

Lab Number: 3F23017-02 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
1,2-Dichlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
1,3-Dichlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
1,4-Dichlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
Phenol	ND		133	ug/kg	06/24/23	06/26/23
2,4,5-Trichlorophenol	ND		133	ug/kg	06/24/23	06/26/23
2,4,6-Trichlorophenol	ND		133	ug/kg	06/24/23	06/26/23
2,4-Dichlorophenol	ND		133	ug/kg	06/24/23	06/26/23
2,4-Dimethylphenol	ND		338	ug/kg	06/24/23	06/26/23
2,4-Dinitrophenol	ND		338	ug/kg	06/24/23	06/26/23
2,4-Dinitrotoluene	ND		133	ug/kg	06/24/23	06/26/23
2,6-Dinitrotoluene	ND		133	ug/kg	06/24/23	06/26/23
2-Chloronaphthalene	ND		133	ug/kg	06/24/23	06/26/23
2-Chlorophenol	ND		133	ug/kg	06/24/23	06/26/23
2-Methylnaphthalene	ND		133	ug/kg	06/24/23	06/26/23
Nitrobenzene	ND		133	ug/kg	06/24/23	06/26/23
2-Methylphenol	ND		133	ug/kg	06/24/23	06/26/23
2-Nitroaniline	ND		133	ug/kg	06/24/23	06/26/23
2-Nitrophenol	ND		338	ug/kg	06/24/23	06/26/23
3,3'-Dichlorobenzidine	ND		338	ug/kg	06/24/23	06/26/23
3-Nitroaniline	ND		133	ug/kg	06/24/23	06/26/23
4,6-Dinitro-2-methylphenol	ND		338	ug/kg	06/24/23	06/26/23
4-Bromophenyl phenyl ether	ND		133	ug/kg	06/24/23	06/26/23
4-Chloro-3-methylphenol	ND		133	ug/kg	06/24/23	06/26/23
4-Chloroaniline	ND		133	ug/kg	06/24/23	06/26/23
4-Chlorophenyl phenyl ether	ND		133	ug/kg	06/24/23	06/26/23
4-Nitroaniline	ND		133	ug/kg	06/24/23	06/26/23
4-Nitrophenol	ND		338	ug/kg	06/24/23	06/26/23
Acenaphthene	ND		133	ug/kg	06/24/23	06/26/23
Acenaphthylene	ND		133	ug/kg	06/24/23	06/26/23
Aniline	ND		133	ug/kg	06/24/23	06/26/23
Anthracene	ND		133	ug/kg	06/24/23	06/26/23
Benzo(a)anthracene	ND		133	ug/kg	06/24/23	06/26/23
Benzo(a)pyrene	ND		133	ug/kg	06/24/23	06/26/23
Benzo(b)fluoranthene	ND		133	ug/kg	06/24/23	06/26/23
Benzo(g,h,i)perylene	ND		133	ug/kg	06/24/23	06/26/23
Benzo(k)fluoranthene	ND		133	ug/kg	06/24/23	06/26/23
Benzoic acid	ND		1020	ug/kg	06/24/23	06/26/23
Biphenyl	ND		41	ug/kg	06/24/23	06/26/23
Bis(2-chloroethoxy)methane	ND		133	ug/kg	06/24/23	06/26/23
Bis(2-chloroethyl)ether	ND		133	ug/kg	06/24/23	06/26/23
Bis(2-chloroisopropyl)ether	ND		133	ug/kg	06/24/23	06/26/23
Bis(2-ethylhexyl)phthalate	ND		410	ug/kg	06/24/23	06/26/23
Butyl benzyl phthalate	ND		133	ug/kg	06/24/23	06/26/23
Chrysene	ND		133	ug/kg	06/24/23	06/26/23
Di-n-octyl phthalate	ND		205	ug/kg	06/24/23	06/26/23
Dibenzo(a,h)anthracene	ND		133	ug/kg	06/24/23	06/26/23
Dibenzofuran	ND		133	ug/kg	06/24/23	06/26/23

Results: Semivolatile organic compounds (Continued)

Sample: 1708230621-02 (Continued)

Lab Number: 3F23017-02 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		133	ug/kg	06/24/23	06/26/23
Dimethyl phthalate	ND		338	ug/kg	06/24/23	06/26/23
Di-n-butyl phthalate	ND		205	ug/kg	06/24/23	06/26/23
Fluoranthene	ND		133	ug/kg	06/24/23	06/26/23
Fluorene	ND		133	ug/kg	06/24/23	06/26/23
Hexachlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
Hexachlorobutadiene	ND		133	ug/kg	06/24/23	06/26/23
Hexachlorocyclopentadiene	ND		338	ug/kg	06/24/23	06/26/23
Hexachloroethane	ND		133	ug/kg	06/24/23	06/26/23
Indeno(1,2,3-cd)pyrene	ND		133	ug/kg	06/24/23	06/26/23
Isophorone	ND		133	ug/kg	06/24/23	06/26/23
Naphthalene	ND		133	ug/kg	06/24/23	06/26/23
N-Nitrosodimethylamine	ND		133	ug/kg	06/24/23	06/26/23
N-Nitrosodi-n-propylamine	ND		133	ug/kg	06/24/23	06/26/23
N-Nitrosodiphenylamine	ND		133	ug/kg	06/24/23	06/26/23
Pentachlorophenol	ND		338	ug/kg	06/24/23	06/26/23
Phenanthrene	ND		133	ug/kg	06/24/23	06/26/23
Pyrene	ND		133	ug/kg	06/24/23	06/26/23
m&p-Cresol	ND		266	ug/kg	06/24/23	06/26/23
Pyridine	ND		133	ug/kg	06/24/23	06/26/23
Azobenzene	ND		133	ug/kg	06/24/23	06/26/23
Total Dichlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
Surrogate(s)	Recovery%		Limits			

<i>Nitrobenzene-d5</i>	72.1%		30-126		06/24/23	06/26/23
<i>p-Terphenyl-d14</i>	95.7%		47-130		06/24/23	06/26/23
<i>2-Fluorobiphenyl</i>	77.8%		34-130		06/24/23	06/26/23
<i>Phenol-d6</i>	76.4%		30-130		06/24/23	06/26/23
<i>2,4,6-Tribromophenol</i>	88.2%		30-130		06/24/23	06/26/23
<i>2-Fluorophenol</i>	75.4%		30-130		06/24/23	06/26/23

Results: Semivolatile organic compounds

Sample: 1708230621-03

Lab Number: 3F23017-03 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		272	ug/kg	06/24/23	06/28/23
1,2-Dichlorobenzene	ND		272	ug/kg	06/24/23	06/28/23
1,3-Dichlorobenzene	ND		272	ug/kg	06/24/23	06/28/23
1,4-Dichlorobenzene	ND		272	ug/kg	06/24/23	06/28/23
Phenol	ND		272	ug/kg	06/24/23	06/28/23
2,4,5-Trichlorophenol	ND		272	ug/kg	06/24/23	06/28/23
2,4,6-Trichlorophenol	ND		272	ug/kg	06/24/23	06/28/23
2,4-Dichlorophenol	ND		272	ug/kg	06/24/23	06/28/23
2,4-Dimethylphenol	ND		690	ug/kg	06/24/23	06/28/23
2,4-Dinitrophenol	ND		690	ug/kg	06/24/23	06/28/23
2,4-Dinitrotoluene	ND		272	ug/kg	06/24/23	06/28/23
2,6-Dinitrotoluene	ND		272	ug/kg	06/24/23	06/28/23
2-Chloronaphthalene	ND		272	ug/kg	06/24/23	06/28/23
2-Chlorophenol	ND		272	ug/kg	06/24/23	06/28/23
2-Methylnaphthalene	ND		272	ug/kg	06/24/23	06/28/23
Nitrobenzene	ND		272	ug/kg	06/24/23	06/28/23
2-Methylphenol	ND		272	ug/kg	06/24/23	06/28/23
2-Nitroaniline	ND		272	ug/kg	06/24/23	06/28/23
2-Nitrophenol	ND		690	ug/kg	06/24/23	06/28/23
3,3'-Dichlorobenzidine	ND		690	ug/kg	06/24/23	06/28/23
3-Nitroaniline	ND		272	ug/kg	06/24/23	06/28/23
4,6-Dinitro-2-methylphenol	ND		690	ug/kg	06/24/23	06/28/23
4-Bromophenyl phenyl ether	ND		272	ug/kg	06/24/23	06/28/23
4-Chloro-3-methylphenol	ND		272	ug/kg	06/24/23	06/28/23
4-Chloroaniline	ND		272	ug/kg	06/24/23	06/28/23
4-Chlorophenyl phenyl ether	ND		272	ug/kg	06/24/23	06/28/23
4-Nitroaniline	ND		272	ug/kg	06/24/23	06/28/23
4-Nitrophenol	ND		690	ug/kg	06/24/23	06/28/23
Acenaphthene	ND		272	ug/kg	06/24/23	06/28/23
Acenaphthylene	ND		272	ug/kg	06/24/23	06/28/23
Aniline	ND		272	ug/kg	06/24/23	06/28/23
Anthracene	ND		272	ug/kg	06/24/23	06/28/23
Benzo(a)anthracene	912		272	ug/kg	06/24/23	06/28/23
Benzo(a)pyrene	1070		272	ug/kg	06/24/23	06/28/23
Benzo(b)fluoranthene	1380		272	ug/kg	06/24/23	06/28/23
Benzo(g,h,i)perylene	949		272	ug/kg	06/24/23	06/28/23
Benzo(k)fluoranthene	522		272	ug/kg	06/24/23	06/28/23
Benzoic acid	ND		2090	ug/kg	06/24/23	06/28/23
Biphenyl	ND		84	ug/kg	06/24/23	06/28/23
Bis(2-chloroethoxy)methane	ND		272	ug/kg	06/24/23	06/28/23
Bis(2-chloroethyl)ether	ND		272	ug/kg	06/24/23	06/28/23
Bis(2-chloroisopropyl)ether	ND		272	ug/kg	06/24/23	06/28/23
Bis(2-ethylhexyl)phthalate	ND		836	ug/kg	06/24/23	06/28/23
Butyl benzyl phthalate	ND		272	ug/kg	06/24/23	06/28/23
Chrysene	956		272	ug/kg	06/24/23	06/28/23
Di-n-octyl phthalate	ND		418	ug/kg	06/24/23	06/28/23
Dibenz(a,h)anthracene	ND		272	ug/kg	06/24/23	06/28/23
Dibenzofuran	ND		272	ug/kg	06/24/23	06/28/23

Results: Semivolatile organic compounds (Continued)

Sample: 1708230621-03 (Continued)

Lab Number: 3F23017-03 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		272	ug/kg	06/24/23	06/28/23
Dimethyl phthalate	ND		690	ug/kg	06/24/23	06/28/23
Di-n-butyl phthalate	ND		418	ug/kg	06/24/23	06/28/23
Fluoranthene	1830		272	ug/kg	06/24/23	06/28/23
Fluorene	ND		272	ug/kg	06/24/23	06/28/23
Hexachlorobenzene	ND		272	ug/kg	06/24/23	06/28/23
Hexachlorobutadiene	ND		272	ug/kg	06/24/23	06/28/23
Hexachlorocyclopentadiene	ND		690	ug/kg	06/24/23	06/28/23
Hexachloroethane	ND		272	ug/kg	06/24/23	06/28/23
Indeno(1,2,3-cd)pyrene	896		272	ug/kg	06/24/23	06/28/23
Isophorone	ND		272	ug/kg	06/24/23	06/28/23
Naphthalene	ND		272	ug/kg	06/24/23	06/28/23
N-Nitrosodimethylamine	ND		272	ug/kg	06/24/23	06/28/23
N-Nitrosodi-n-propylamine	ND		272	ug/kg	06/24/23	06/28/23
N-Nitrosodiphenylamine	ND		272	ug/kg	06/24/23	06/28/23
Pentachlorophenol	ND		690	ug/kg	06/24/23	06/28/23
Phenanthrene	642		272	ug/kg	06/24/23	06/28/23
Pyrene	1760		272	ug/kg	06/24/23	06/28/23
m&p-Cresol	ND		543	ug/kg	06/24/23	06/28/23
Pyridine	ND		272	ug/kg	06/24/23	06/28/23
Azobenzene	ND		272	ug/kg	06/24/23	06/28/23
Total Dichlorobenzene	ND		272	ug/kg	06/24/23	06/28/23

Surrogate(s)	Recovery%	Limits	Date Prepared	Date Analyzed
<i>Nitrobenzene-d5</i>	65.1%	30-126	06/24/23	06/28/23
<i>p-Terphenyl-d14</i>	105%	47-130	06/24/23	06/28/23
<i>2-Fluorobiphenyl</i>	92.0%	34-130	06/24/23	06/28/23
<i>Phenol-d6</i>	74.5%	30-130	06/24/23	06/28/23
<i>2,4,6-Tribromophenol</i>	8.76%	30-130	06/24/23	06/28/23
<i>2-Fluorophenol</i>	57.5%	30-130	06/24/23	06/28/23

Results: Semivolatile organic compounds

Sample: 1708230621-04

Lab Number: 3F23017-04 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
1,2-Dichlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
1,3-Dichlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
1,4-Dichlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
Phenol	ND		139	ug/kg	06/24/23	06/26/23
2,4,5-Trichlorophenol	ND		139	ug/kg	06/24/23	06/26/23
2,4,6-Trichlorophenol	ND		139	ug/kg	06/24/23	06/26/23
2,4-Dichlorophenol	ND		139	ug/kg	06/24/23	06/26/23
2,4-Dimethylphenol	ND		352	ug/kg	06/24/23	06/26/23
2,4-Dinitrophenol	ND		352	ug/kg	06/24/23	06/26/23
2,4-Dinitrotoluene	ND		139	ug/kg	06/24/23	06/26/23
2,6-Dinitrotoluene	ND		139	ug/kg	06/24/23	06/26/23
2-Chloronaphthalene	ND		139	ug/kg	06/24/23	06/26/23
2-Chlorophenol	ND		139	ug/kg	06/24/23	06/26/23
2-Methylnaphthalene	ND		139	ug/kg	06/24/23	06/26/23
Nitrobenzene	ND		139	ug/kg	06/24/23	06/26/23
2-Methylphenol	ND		139	ug/kg	06/24/23	06/26/23
2-Nitroaniline	ND		139	ug/kg	06/24/23	06/26/23
2-Nitrophenol	ND		352	ug/kg	06/24/23	06/26/23
3,3'-Dichlorobenzidine	ND		352	ug/kg	06/24/23	06/26/23
3-Nitroaniline	ND		139	ug/kg	06/24/23	06/26/23
4,6-Dinitro-2-methylphenol	ND		352	ug/kg	06/24/23	06/26/23
4-Bromophenyl phenyl ether	ND		139	ug/kg	06/24/23	06/26/23
4-Chloro-3-methylphenol	ND		139	ug/kg	06/24/23	06/26/23
4-Chloroaniline	ND		139	ug/kg	06/24/23	06/26/23
4-Chlorophenyl phenyl ether	ND		139	ug/kg	06/24/23	06/26/23
4-Nitroaniline	ND		139	ug/kg	06/24/23	06/26/23
4-Nitrophenol	ND		352	ug/kg	06/24/23	06/26/23
Acenaphthene	ND		139	ug/kg	06/24/23	06/26/23
Acenaphthylene	ND		139	ug/kg	06/24/23	06/26/23
Aniline	ND		139	ug/kg	06/24/23	06/26/23
Anthracene	ND		139	ug/kg	06/24/23	06/26/23
Benzo(a)anthracene	220		139	ug/kg	06/24/23	06/26/23
Benzo(a)pyrene	202		139	ug/kg	06/24/23	06/26/23
Benzo(b)fluoranthene	253		139	ug/kg	06/24/23	06/26/23
Benzo(g,h,i)perylene	ND		139	ug/kg	06/24/23	06/26/23
Benzo(k)fluoranthene	ND		139	ug/kg	06/24/23	06/26/23
Benzoic acid	ND		1070	ug/kg	06/24/23	06/26/23
Biphenyl	ND		43	ug/kg	06/24/23	06/26/23
Bis(2-chloroethoxy)methane	ND		139	ug/kg	06/24/23	06/26/23
Bis(2-chloroethyl)ether	ND		139	ug/kg	06/24/23	06/26/23
Bis(2-chloroisopropyl)ether	ND		139	ug/kg	06/24/23	06/26/23
Bis(2-ethylhexyl)phthalate	ND		426	ug/kg	06/24/23	06/26/23
Butyl benzyl phthalate	ND		139	ug/kg	06/24/23	06/26/23
Chrysene	197		139	ug/kg	06/24/23	06/26/23
Di-n-octyl phthalate	ND		213	ug/kg	06/24/23	06/26/23
Dibenz(a,h)anthracene	ND		139	ug/kg	06/24/23	06/26/23
Dibenzofuran	ND		139	ug/kg	06/24/23	06/26/23

Results: Semivolatile organic compounds (Continued)

Sample: 1708230621-04 (Continued)

Lab Number: 3F23017-04 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		139	ug/kg	06/24/23	06/26/23
Dimethyl phthalate	ND		352	ug/kg	06/24/23	06/26/23
Di-n-butyl phthalate	ND		213	ug/kg	06/24/23	06/26/23
Fluoranthene	444		139	ug/kg	06/24/23	06/26/23
Fluorene	ND		139	ug/kg	06/24/23	06/26/23
Hexachlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
Hexachlorobutadiene	ND		139	ug/kg	06/24/23	06/26/23
Hexachlorocyclopentadiene	ND		352	ug/kg	06/24/23	06/26/23
Hexachloroethane	ND		139	ug/kg	06/24/23	06/26/23
Indeno(1,2,3-cd)pyrene	ND		139	ug/kg	06/24/23	06/26/23
Isophorone	ND		139	ug/kg	06/24/23	06/26/23
Naphthalene	ND		139	ug/kg	06/24/23	06/26/23
N-Nitrosodimethylamine	ND		139	ug/kg	06/24/23	06/26/23
N-Nitrosodi-n-propylamine	ND		139	ug/kg	06/24/23	06/26/23
N-Nitrosodiphenylamine	ND		139	ug/kg	06/24/23	06/26/23
Pentachlorophenol	ND		352	ug/kg	06/24/23	06/26/23
Phenanthrene	229		139	ug/kg	06/24/23	06/26/23
Pyrene	394		139	ug/kg	06/24/23	06/26/23
m&p-Cresol	ND		277	ug/kg	06/24/23	06/26/23
Pyridine	ND		139	ug/kg	06/24/23	06/26/23
Azobenzene	ND		139	ug/kg	06/24/23	06/26/23
Total Dichlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	73.1%		30-126		06/24/23	06/26/23
<i>p-Terphenyl-d14</i>	97.9%		47-130		06/24/23	06/26/23
<i>2-Fluorobiphenyl</i>	82.3%		34-130		06/24/23	06/26/23
<i>Phenol-d6</i>	78.0%		30-130		06/24/23	06/26/23
<i>2,4,6-Tribromophenol</i>	90.1%		30-130		06/24/23	06/26/23
<i>2-Fluorophenol</i>	74.8%		30-130		06/24/23	06/26/23

Results: Semivolatile organic compounds

Sample: 1708230621-05

Lab Number: 3F23017-05 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		265	ug/kg	06/24/23	06/28/23
1,2-Dichlorobenzene	ND		265	ug/kg	06/24/23	06/28/23
1,3-Dichlorobenzene	ND		265	ug/kg	06/24/23	06/28/23
1,4-Dichlorobenzene	ND		265	ug/kg	06/24/23	06/28/23
Phenol	ND		265	ug/kg	06/24/23	06/28/23
2,4,5-Trichlorophenol	ND		265	ug/kg	06/24/23	06/28/23
2,4,6-Trichlorophenol	ND		265	ug/kg	06/24/23	06/28/23
2,4-Dichlorophenol	ND		265	ug/kg	06/24/23	06/28/23
2,4-Dimethylphenol	ND		673	ug/kg	06/24/23	06/28/23
2,4-Dinitrophenol	ND		673	ug/kg	06/24/23	06/28/23
2,4-Dinitrotoluene	ND		265	ug/kg	06/24/23	06/28/23
2,6-Dinitrotoluene	ND		265	ug/kg	06/24/23	06/28/23
2-Chloronaphthalene	ND		265	ug/kg	06/24/23	06/28/23
2-Chlorophenol	ND		265	ug/kg	06/24/23	06/28/23
2-Methylnaphthalene	ND		265	ug/kg	06/24/23	06/28/23
Nitrobenzene	ND		265	ug/kg	06/24/23	06/28/23
2-Methylphenol	ND		265	ug/kg	06/24/23	06/28/23
2-Nitroaniline	ND		265	ug/kg	06/24/23	06/28/23
2-Nitrophenol	ND		673	ug/kg	06/24/23	06/28/23
3,3'-Dichlorobenzidine	ND		673	ug/kg	06/24/23	06/28/23
3-Nitroaniline	ND		265	ug/kg	06/24/23	06/28/23
4,6-Dinitro-2-methylphenol	ND		673	ug/kg	06/24/23	06/28/23
4-Bromophenyl phenyl ether	ND		265	ug/kg	06/24/23	06/28/23
4-Chloro-3-methylphenol	ND		265	ug/kg	06/24/23	06/28/23
4-Chloroaniline	ND		265	ug/kg	06/24/23	06/28/23
4-Chlorophenyl phenyl ether	ND		265	ug/kg	06/24/23	06/28/23
4-Nitroaniline	ND		265	ug/kg	06/24/23	06/28/23
4-Nitrophenol	ND		673	ug/kg	06/24/23	06/28/23
Acenaphthene	ND		265	ug/kg	06/24/23	06/28/23
Acenaphthylene	ND		265	ug/kg	06/24/23	06/28/23
Aniline	ND		265	ug/kg	06/24/23	06/28/23
Anthracene	ND		265	ug/kg	06/24/23	06/28/23
Benzo(a)anthracene	340		265	ug/kg	06/24/23	06/28/23
Benzo(a)pyrene	318		265	ug/kg	06/24/23	06/28/23
Benzo(b)fluoranthene	397		265	ug/kg	06/24/23	06/28/23
Benzo(g,h,i)perylene	ND		265	ug/kg	06/24/23	06/28/23
Benzo(k)fluoranthene	ND		265	ug/kg	06/24/23	06/28/23
Benzoic acid	ND		2040	ug/kg	06/24/23	06/28/23
Biphenyl	ND		82	ug/kg	06/24/23	06/28/23
Bis(2-chloroethoxy)methane	ND		265	ug/kg	06/24/23	06/28/23
Bis(2-chloroethyl)ether	ND		265	ug/kg	06/24/23	06/28/23
Bis(2-chloroisopropyl)ether	ND		265	ug/kg	06/24/23	06/28/23
Bis(2-ethylhexyl)phthalate	ND		816	ug/kg	06/24/23	06/28/23
Butyl benzyl phthalate	ND		265	ug/kg	06/24/23	06/28/23
Chrysene	315		265	ug/kg	06/24/23	06/28/23
Di-n-octyl phthalate	ND		408	ug/kg	06/24/23	06/28/23
Dibenz(a,h)anthracene	ND		265	ug/kg	06/24/23	06/28/23
Dibenzofuran	ND		265	ug/kg	06/24/23	06/28/23

Results: Semivolatile organic compounds (Continued)

Sample: 1708230621-05 (Continued)

Lab Number: 3F23017-05 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		265	ug/kg	06/24/23	06/28/23
Dimethyl phthalate	ND		673	ug/kg	06/24/23	06/28/23
Di-n-butyl phthalate	ND		408	ug/kg	06/24/23	06/28/23
Fluoranthene	670		265	ug/kg	06/24/23	06/28/23
Fluorene	ND		265	ug/kg	06/24/23	06/28/23
Hexachlorobenzene	ND		265	ug/kg	06/24/23	06/28/23
Hexachlorobutadiene	ND		265	ug/kg	06/24/23	06/28/23
Hexachlorocyclopentadiene	ND		673	ug/kg	06/24/23	06/28/23
Hexachloroethane	ND		265	ug/kg	06/24/23	06/28/23
Indeno(1,2,3-cd)pyrene	ND		265	ug/kg	06/24/23	06/28/23
Isophorone	ND		265	ug/kg	06/24/23	06/28/23
Naphthalene	ND		265	ug/kg	06/24/23	06/28/23
N-Nitrosodimethylamine	ND		265	ug/kg	06/24/23	06/28/23
N-Nitrosodi-n-propylamine	ND		265	ug/kg	06/24/23	06/28/23
N-Nitrosodiphenylamine	ND		265	ug/kg	06/24/23	06/28/23
Pentachlorophenol	ND		673	ug/kg	06/24/23	06/28/23
Phenanthrene	473		265	ug/kg	06/24/23	06/28/23
Pyrene	593		265	ug/kg	06/24/23	06/28/23
m&p-Cresol	ND		530	ug/kg	06/24/23	06/28/23
Pyridine	ND		265	ug/kg	06/24/23	06/28/23
Azobenzene	ND		265	ug/kg	06/24/23	06/28/23
Total Dichlorobenzene	ND		265	ug/kg	06/24/23	06/28/23
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	60.0%		30-126		06/24/23	06/28/23
<i>p-Terphenyl-d14</i>	91.2%		47-130		06/24/23	06/28/23
<i>2-Fluorobiphenyl</i>	84.3%		34-130		06/24/23	06/28/23
<i>Phenol-d6</i>	68.9%		30-130		06/24/23	06/28/23
<i>2,4,6-Tribromophenol</i>	12.2%		30-130		06/24/23	06/28/23
<i>2-Fluorophenol</i>	58.1%		30-130		06/24/23	06/28/23

Results: Semivolatile organic compounds

Sample: 1708230621-06

Lab Number: 3F23017-06 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
1,2-Dichlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
1,3-Dichlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
1,4-Dichlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
Phenol	ND		133	ug/kg	06/24/23	06/26/23
2,4,5-Trichlorophenol	ND		133	ug/kg	06/24/23	06/26/23
2,4,6-Trichlorophenol	ND		133	ug/kg	06/24/23	06/26/23
2,4-Dichlorophenol	ND		133	ug/kg	06/24/23	06/26/23
2,4-Dimethylphenol	ND		339	ug/kg	06/24/23	06/26/23
2,4-Dinitrophenol	ND		339	ug/kg	06/24/23	06/26/23
2,4-Dinitrotoluene	ND		133	ug/kg	06/24/23	06/26/23
2,6-Dinitrotoluene	ND		133	ug/kg	06/24/23	06/26/23
2-Chloronaphthalene	ND		133	ug/kg	06/24/23	06/26/23
2-Chlorophenol	ND		133	ug/kg	06/24/23	06/26/23
2-Methylnaphthalene	ND		133	ug/kg	06/24/23	06/26/23
Nitrobenzene	ND		133	ug/kg	06/24/23	06/26/23
2-Methylphenol	ND		133	ug/kg	06/24/23	06/26/23
2-Nitroaniline	ND		133	ug/kg	06/24/23	06/26/23
2-Nitrophenol	ND		339	ug/kg	06/24/23	06/26/23
3,3'-Dichlorobenzidine	ND		339	ug/kg	06/24/23	06/26/23
3-Nitroaniline	ND		133	ug/kg	06/24/23	06/26/23
4,6-Dinitro-2-methylphenol	ND		339	ug/kg	06/24/23	06/26/23
4-Bromophenyl phenyl ether	ND		133	ug/kg	06/24/23	06/26/23
4-Chloro-3-methylphenol	ND		133	ug/kg	06/24/23	06/26/23
4-Chloroaniline	ND		133	ug/kg	06/24/23	06/26/23
4-Chlorophenyl phenyl ether	ND		133	ug/kg	06/24/23	06/26/23
4-Nitroaniline	ND		133	ug/kg	06/24/23	06/26/23
4-Nitrophenol	ND		339	ug/kg	06/24/23	06/26/23
Acenaphthene	ND		133	ug/kg	06/24/23	06/26/23
Acenaphthylene	ND		133	ug/kg	06/24/23	06/26/23
Aniline	ND		133	ug/kg	06/24/23	06/26/23
Anthracene	ND		133	ug/kg	06/24/23	06/26/23
Benzo(a)anthracene	ND		133	ug/kg	06/24/23	06/26/23
Benzo(a)pyrene	ND		133	ug/kg	06/24/23	06/26/23
Benzo(b)fluoranthene	ND		133	ug/kg	06/24/23	06/26/23
Benzo(g,h,i)perylene	ND		133	ug/kg	06/24/23	06/26/23
Benzo(k)fluoranthene	ND		133	ug/kg	06/24/23	06/26/23
Benzoic acid	ND		1030	ug/kg	06/24/23	06/26/23
Biphenyl	ND		41	ug/kg	06/24/23	06/26/23
Bis(2-chloroethoxy)methane	ND		133	ug/kg	06/24/23	06/26/23
Bis(2-chloroethyl)ether	ND		133	ug/kg	06/24/23	06/26/23
Bis(2-chloroisopropyl)ether	ND		133	ug/kg	06/24/23	06/26/23
Bis(2-ethylhexyl)phthalate	ND		410	ug/kg	06/24/23	06/26/23
Butyl benzyl phthalate	ND		133	ug/kg	06/24/23	06/26/23
Chrysene	ND		133	ug/kg	06/24/23	06/26/23
Di-n-octyl phthalate	ND		205	ug/kg	06/24/23	06/26/23
Dibenz(a,h)anthracene	ND		133	ug/kg	06/24/23	06/26/23
Dibenzofuran	ND		133	ug/kg	06/24/23	06/26/23

Results: Semivolatile organic compounds (Continued)

Sample: 1708230621-06 (Continued)

Lab Number: 3F23017-06 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		133	ug/kg	06/24/23	06/26/23
Dimethyl phthalate	ND		339	ug/kg	06/24/23	06/26/23
Di-n-butyl phthalate	ND		205	ug/kg	06/24/23	06/26/23
Fluoranthene	ND		133	ug/kg	06/24/23	06/26/23
Fluorene	ND		133	ug/kg	06/24/23	06/26/23
Hexachlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
Hexachlorobutadiene	ND		133	ug/kg	06/24/23	06/26/23
Hexachlorocyclopentadiene	ND		339	ug/kg	06/24/23	06/26/23
Hexachloroethane	ND		133	ug/kg	06/24/23	06/26/23
Indeno(1,2,3-cd)pyrene	ND		133	ug/kg	06/24/23	06/26/23
Isophorone	ND		133	ug/kg	06/24/23	06/26/23
Naphthalene	ND		133	ug/kg	06/24/23	06/26/23
N-Nitrosodimethylamine	ND		133	ug/kg	06/24/23	06/26/23
N-Nitrosodi-n-propylamine	ND		133	ug/kg	06/24/23	06/26/23
N-Nitrosodiphenylamine	ND		133	ug/kg	06/24/23	06/26/23
Pentachlorophenol	ND		339	ug/kg	06/24/23	06/26/23
Phenanthrene	ND		133	ug/kg	06/24/23	06/26/23
Pyrene	ND		133	ug/kg	06/24/23	06/26/23
m&p-Cresol	ND		267	ug/kg	06/24/23	06/26/23
Pyridine	ND		133	ug/kg	06/24/23	06/26/23
Azobenzene	ND		133	ug/kg	06/24/23	06/26/23
Total Dichlorobenzene	ND		133	ug/kg	06/24/23	06/26/23
Surrogate(s)	Recovery%		Limits			

<i>Nitrobenzene-d5</i>	80.8%		30-126		06/24/23	06/26/23
<i>p-Terphenyl-d14</i>	106%		47-130		06/24/23	06/26/23
<i>2-Fluorobiphenyl</i>	90.8%		34-130		06/24/23	06/26/23
<i>Phenol-d6</i>	86.6%		30-130		06/24/23	06/26/23
<i>2,4,6-Tribromophenol</i>	102%		30-130		06/24/23	06/26/23
<i>2-Fluorophenol</i>	83.8%		30-130		06/24/23	06/26/23

Results: Semivolatile organic compounds

Sample: 1708230621-07

Lab Number: 3F23017-07 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		135	ug/kg	06/24/23	06/26/23
1,2-Dichlorobenzene	ND		135	ug/kg	06/24/23	06/26/23
1,3-Dichlorobenzene	ND		135	ug/kg	06/24/23	06/26/23
1,4-Dichlorobenzene	ND		135	ug/kg	06/24/23	06/26/23
Phenol	ND		135	ug/kg	06/24/23	06/26/23
2,4,5-Trichlorophenol	ND		135	ug/kg	06/24/23	06/26/23
2,4,6-Trichlorophenol	ND		135	ug/kg	06/24/23	06/26/23
2,4-Dichlorophenol	ND		135	ug/kg	06/24/23	06/26/23
2,4-Dimethylphenol	ND		343	ug/kg	06/24/23	06/26/23
2,4-Dinitrophenol	ND		343	ug/kg	06/24/23	06/26/23
2,4-Dinitrotoluene	ND		135	ug/kg	06/24/23	06/26/23
2,6-Dinitrotoluene	ND		135	ug/kg	06/24/23	06/26/23
2-Chloronaphthalene	ND		135	ug/kg	06/24/23	06/26/23
2-Chlorophenol	ND		135	ug/kg	06/24/23	06/26/23
2-Methylnaphthalene	ND		135	ug/kg	06/24/23	06/26/23
Nitrobenzene	ND		135	ug/kg	06/24/23	06/26/23
2-Methylphenol	ND		135	ug/kg	06/24/23	06/26/23
2-Nitroaniline	ND		135	ug/kg	06/24/23	06/26/23
2-Nitrophenol	ND		343	ug/kg	06/24/23	06/26/23
3,3'-Dichlorobenzidine	ND		343	ug/kg	06/24/23	06/26/23
3-Nitroaniline	ND		135	ug/kg	06/24/23	06/26/23
4,6-Dinitro-2-methylphenol	ND		343	ug/kg	06/24/23	06/26/23
4-Bromophenyl phenyl ether	ND		135	ug/kg	06/24/23	06/26/23
4-Chloro-3-methylphenol	ND		135	ug/kg	06/24/23	06/26/23
4-Chloroaniline	ND		135	ug/kg	06/24/23	06/26/23
4-Chlorophenyl phenyl ether	ND		135	ug/kg	06/24/23	06/26/23
4-Nitroaniline	ND		135	ug/kg	06/24/23	06/26/23
4-Nitrophenol	ND		343	ug/kg	06/24/23	06/26/23
Acenaphthene	ND		135	ug/kg	06/24/23	06/26/23
Acenaphthylene	ND		135	ug/kg	06/24/23	06/26/23
Aniline	ND		135	ug/kg	06/24/23	06/26/23
Anthracene	ND		135	ug/kg	06/24/23	06/26/23
Benzo(a)anthracene	209		135	ug/kg	06/24/23	06/26/23
Benzo(a)pyrene	241		135	ug/kg	06/24/23	06/26/23
Benzo(b)fluoranthene	314		135	ug/kg	06/24/23	06/26/23
Benzo(g,h,i)perylene	219		135	ug/kg	06/24/23	06/26/23
Benzo(k)fluoranthene	ND		135	ug/kg	06/24/23	06/26/23
Benzoic acid	ND		1040	ug/kg	06/24/23	06/26/23
Biphenyl	ND		42	ug/kg	06/24/23	06/26/23
Bis(2-chloroethoxy)methane	ND		135	ug/kg	06/24/23	06/26/23
Bis(2-chloroethyl)ether	ND		135	ug/kg	06/24/23	06/26/23
Bis(2-chloroisopropyl)ether	ND		135	ug/kg	06/24/23	06/26/23
Bis(2-ethylhexyl)phthalate	ND		416	ug/kg	06/24/23	06/26/23
Butyl benzyl phthalate	ND		135	ug/kg	06/24/23	06/26/23
Chrysene	217		135	ug/kg	06/24/23	06/26/23
Di-n-octyl phthalate	ND		208	ug/kg	06/24/23	06/26/23
Dibenz(a,h)anthracene	ND		135	ug/kg	06/24/23	06/26/23
Dibenzofuran	ND		135	ug/kg	06/24/23	06/26/23

Results: Semivolatile organic compounds (Continued)

Sample: 1708230621-07 (Continued)

Lab Number: 3F23017-07 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		135	ug/kg	06/24/23	06/26/23
Dimethyl phthalate	ND		343	ug/kg	06/24/23	06/26/23
Di-n-butyl phthalate	ND		208	ug/kg	06/24/23	06/26/23
Fluoranthene	361		135	ug/kg	06/24/23	06/26/23
Fluorene	ND		135	ug/kg	06/24/23	06/26/23
Hexachlorobenzene	ND		135	ug/kg	06/24/23	06/26/23
Hexachlorobutadiene	ND		135	ug/kg	06/24/23	06/26/23
Hexachlorocyclopentadiene	ND		343	ug/kg	06/24/23	06/26/23
Hexachloroethane	ND		135	ug/kg	06/24/23	06/26/23
Indeno(1,2,3-cd)pyrene	205		135	ug/kg	06/24/23	06/26/23
Isophorone	ND		135	ug/kg	06/24/23	06/26/23
Naphthalene	ND		135	ug/kg	06/24/23	06/26/23
N-Nitrosodimethylamine	ND		135	ug/kg	06/24/23	06/26/23
N-Nitrosodi-n-propylamine	ND		135	ug/kg	06/24/23	06/26/23
N-Nitrosodiphenylamine	ND		135	ug/kg	06/24/23	06/26/23
Pentachlorophenol	ND		343	ug/kg	06/24/23	06/26/23
Phenanthrene	ND		135	ug/kg	06/24/23	06/26/23
Pyrene	400		135	ug/kg	06/24/23	06/26/23
m&p-Cresol	ND		271	ug/kg	06/24/23	06/26/23
Pyridine	ND		135	ug/kg	06/24/23	06/26/23
Azobenzene	ND		135	ug/kg	06/24/23	06/26/23
Total Dichlorobenzene	ND		135	ug/kg	06/24/23	06/26/23

Surrogate(s)	Recovery%	Limits	Date Prepared	Date Analyzed
<i>Nitrobenzene-d5</i>	86.7%	30-126	06/24/23	06/26/23
<i>p-Terphenyl-d14</i>	116%	47-130	06/24/23	06/26/23
<i>2-Fluorobiphenyl</i>	96.2%	34-130	06/24/23	06/26/23
<i>Phenol-d6</i>	90.1%	30-130	06/24/23	06/26/23
<i>2,4,6-Tribromophenol</i>	111%	30-130	06/24/23	06/26/23
<i>2-Fluorophenol</i>	87.8%	30-130	06/24/23	06/26/23

Results: Semivolatile organic compounds

Sample: 1708230621-08

Lab Number: 3F23017-08 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
1,2-Dichlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
1,3-Dichlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
1,4-Dichlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
Phenol	ND		140	ug/kg	06/24/23	06/26/23
2,4,5-Trichlorophenol	ND		140	ug/kg	06/24/23	06/26/23
2,4,6-Trichlorophenol	ND		140	ug/kg	06/24/23	06/26/23
2,4-Dichlorophenol	ND		140	ug/kg	06/24/23	06/26/23
2,4-Dimethylphenol	ND		356	ug/kg	06/24/23	06/26/23
2,4-Dinitrophenol	ND		356	ug/kg	06/24/23	06/26/23
2,4-Dinitrotoluene	ND		140	ug/kg	06/24/23	06/26/23
2,6-Dinitrotoluene	ND		140	ug/kg	06/24/23	06/26/23
2-Chloronaphthalene	ND		140	ug/kg	06/24/23	06/26/23
2-Chlorophenol	ND		140	ug/kg	06/24/23	06/26/23
2-Methylnaphthalene	ND		140	ug/kg	06/24/23	06/26/23
Nitrobenzene	ND		140	ug/kg	06/24/23	06/26/23
2-Methylphenol	ND		140	ug/kg	06/24/23	06/26/23
2-Nitroaniline	ND		140	ug/kg	06/24/23	06/26/23
2-Nitrophenol	ND		356	ug/kg	06/24/23	06/26/23
3,3'-Dichlorobenzidine	ND		356	ug/kg	06/24/23	06/26/23
3-Nitroaniline	ND		140	ug/kg	06/24/23	06/26/23
4,6-Dinitro-2-methylphenol	ND		356	ug/kg	06/24/23	06/26/23
4-Bromophenyl phenyl ether	ND		140	ug/kg	06/24/23	06/26/23
4-Chloro-3-methylphenol	ND		140	ug/kg	06/24/23	06/26/23
4-Chloroaniline	ND		140	ug/kg	06/24/23	06/26/23
4-Chlorophenyl phenyl ether	ND		140	ug/kg	06/24/23	06/26/23
4-Nitroaniline	ND		140	ug/kg	06/24/23	06/26/23
4-Nitrophenol	ND		356	ug/kg	06/24/23	06/26/23
Acenaphthene	ND		140	ug/kg	06/24/23	06/26/23
Acenaphthylene	ND		140	ug/kg	06/24/23	06/26/23
Aniline	ND		140	ug/kg	06/24/23	06/26/23
Anthracene	ND		140	ug/kg	06/24/23	06/26/23
Benzo(a)anthracene	ND		140	ug/kg	06/24/23	06/26/23
Benzo(a)pyrene	ND		140	ug/kg	06/24/23	06/26/23
Benzo(b)fluoranthene	ND		140	ug/kg	06/24/23	06/26/23
Benzo(g,h,i)perylene	ND		140	ug/kg	06/24/23	06/26/23
Benzo(k)fluoranthene	ND		140	ug/kg	06/24/23	06/26/23
Benzoic acid	ND		1080	ug/kg	06/24/23	06/26/23
Biphenyl	ND		43	ug/kg	06/24/23	06/26/23
Bis(2-chloroethoxy)methane	ND		140	ug/kg	06/24/23	06/26/23
Bis(2-chloroethyl)ether	ND		140	ug/kg	06/24/23	06/26/23
Bis(2-chloroisopropyl)ether	ND		140	ug/kg	06/24/23	06/26/23
Bis(2-ethylhexyl)phthalate	ND		432	ug/kg	06/24/23	06/26/23
Butyl benzyl phthalate	ND		140	ug/kg	06/24/23	06/26/23
Chrysene	ND		140	ug/kg	06/24/23	06/26/23
Di-n-octyl phthalate	ND		216	ug/kg	06/24/23	06/26/23
Dibenz(a,h)anthracene	ND		140	ug/kg	06/24/23	06/26/23
Dibenzofuran	ND		140	ug/kg	06/24/23	06/26/23

Results: Semivolatile organic compounds (Continued)

Sample: 1708230621-08 (Continued)

Lab Number: 3F23017-08 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		140	ug/kg	06/24/23	06/26/23
Dimethyl phthalate	ND		356	ug/kg	06/24/23	06/26/23
Di-n-butyl phthalate	ND		216	ug/kg	06/24/23	06/26/23
Fluoranthene	ND		140	ug/kg	06/24/23	06/26/23
Fluorene	ND		140	ug/kg	06/24/23	06/26/23
Hexachlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
Hexachlorobutadiene	ND		140	ug/kg	06/24/23	06/26/23
Hexachlorocyclopentadiene	ND		356	ug/kg	06/24/23	06/26/23
Hexachloroethane	ND		140	ug/kg	06/24/23	06/26/23
Indeno(1,2,3-cd)pyrene	ND		140	ug/kg	06/24/23	06/26/23
Isophorone	ND		140	ug/kg	06/24/23	06/26/23
Naphthalene	ND		140	ug/kg	06/24/23	06/26/23
N-Nitrosodimethylamine	ND		140	ug/kg	06/24/23	06/26/23
N-Nitrosodi-n-propylamine	ND		140	ug/kg	06/24/23	06/26/23
N-Nitrosodiphenylamine	ND		140	ug/kg	06/24/23	06/26/23
Pentachlorophenol	ND		356	ug/kg	06/24/23	06/26/23
Phenanthrene	ND		140	ug/kg	06/24/23	06/26/23
Pyrene	ND		140	ug/kg	06/24/23	06/26/23
m&p-Cresol	ND		281	ug/kg	06/24/23	06/26/23
Pyridine	ND		140	ug/kg	06/24/23	06/26/23
Azobenzene	ND		140	ug/kg	06/24/23	06/26/23
Total Dichlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
Surrogate(s)	Recovery%		Limits			

<i>Nitrobenzene-d5</i>	79.9%		30-126		06/24/23	06/26/23
<i>p-Terphenyl-d14</i>	103%		47-130		06/24/23	06/26/23
<i>2-Fluorobiphenyl</i>	89.6%		34-130		06/24/23	06/26/23
<i>Phenol-d6</i>	85.3%		30-130		06/24/23	06/26/23
<i>2,4,6-Tribromophenol</i>	101%		30-130		06/24/23	06/26/23
<i>2-Fluorophenol</i>	83.8%		30-130		06/24/23	06/26/23

Results: Semivolatile organic compounds

Sample: 1708230621-09

Lab Number: 3F23017-09 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
1,2-Dichlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
1,3-Dichlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
1,4-Dichlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
Phenol	ND		139	ug/kg	06/24/23	06/26/23
2,4,5-Trichlorophenol	ND		139	ug/kg	06/24/23	06/26/23
2,4,6-Trichlorophenol	ND		139	ug/kg	06/24/23	06/26/23
2,4-Dichlorophenol	ND		139	ug/kg	06/24/23	06/26/23
2,4-Dimethylphenol	ND		353	ug/kg	06/24/23	06/26/23
2,4-Dinitrophenol	ND		353	ug/kg	06/24/23	06/26/23
2,4-Dinitrotoluene	ND		139	ug/kg	06/24/23	06/26/23
2,6-Dinitrotoluene	ND		139	ug/kg	06/24/23	06/26/23
2-Chloronaphthalene	ND		139	ug/kg	06/24/23	06/26/23
2-Chlorophenol	ND		139	ug/kg	06/24/23	06/26/23
2-Methylnaphthalene	ND		139	ug/kg	06/24/23	06/26/23
Nitrobenzene	ND		139	ug/kg	06/24/23	06/26/23
2-Methylphenol	ND		139	ug/kg	06/24/23	06/26/23
2-Nitroaniline	ND		139	ug/kg	06/24/23	06/26/23
2-Nitrophenol	ND		353	ug/kg	06/24/23	06/26/23
3,3'-Dichlorobenzidine	ND		353	ug/kg	06/24/23	06/26/23
3-Nitroaniline	ND		139	ug/kg	06/24/23	06/26/23
4,6-Dinitro-2-methylphenol	ND		353	ug/kg	06/24/23	06/26/23
4-Bromophenyl phenyl ether	ND		139	ug/kg	06/24/23	06/26/23
4-Chloro-3-methylphenol	ND		139	ug/kg	06/24/23	06/26/23
4-Chloroaniline	ND		139	ug/kg	06/24/23	06/26/23
4-Chlorophenyl phenyl ether	ND		139	ug/kg	06/24/23	06/26/23
4-Nitroaniline	ND		139	ug/kg	06/24/23	06/26/23
4-Nitrophenol	ND		353	ug/kg	06/24/23	06/26/23
Acenaphthene	ND		139	ug/kg	06/24/23	06/26/23
Acenaphthylene	ND		139	ug/kg	06/24/23	06/26/23
Aniline	ND		139	ug/kg	06/24/23	06/26/23
Anthracene	ND		139	ug/kg	06/24/23	06/26/23
Benzo(a)anthracene	ND		139	ug/kg	06/24/23	06/26/23
Benzo(a)pyrene	ND		139	ug/kg	06/24/23	06/26/23
Benzo(b)fluoranthene	162		139	ug/kg	06/24/23	06/26/23
Benzo(g,h,i)perylene	ND		139	ug/kg	06/24/23	06/26/23
Benzo(k)fluoranthene	ND		139	ug/kg	06/24/23	06/26/23
Benzoic acid	ND		1070	ug/kg	06/24/23	06/26/23
Biphenyl	ND		43	ug/kg	06/24/23	06/26/23
Bis(2-chloroethoxy)methane	ND		139	ug/kg	06/24/23	06/26/23
Bis(2-chloroethyl)ether	ND		139	ug/kg	06/24/23	06/26/23
Bis(2-chloroisopropyl)ether	ND		139	ug/kg	06/24/23	06/26/23
Bis(2-ethylhexyl)phthalate	ND		428	ug/kg	06/24/23	06/26/23
Butyl benzyl phthalate	ND		139	ug/kg	06/24/23	06/26/23
Chrysene	ND		139	ug/kg	06/24/23	06/26/23
Di-n-octyl phthalate	ND		214	ug/kg	06/24/23	06/26/23
Dibenzo(a,h)anthracene	ND		139	ug/kg	06/24/23	06/26/23
Dibenzofuran	ND		139	ug/kg	06/24/23	06/26/23

Results: Semivolatile organic compounds (Continued)

Sample: 1708230621-09 (Continued)

Lab Number: 3F23017-09 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		139	ug/kg	06/24/23	06/26/23
Dimethyl phthalate	ND		353	ug/kg	06/24/23	06/26/23
Di-n-butyl phthalate	ND		214	ug/kg	06/24/23	06/26/23
Fluoranthene	ND		139	ug/kg	06/24/23	06/26/23
Fluorene	ND		139	ug/kg	06/24/23	06/26/23
Hexachlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
Hexachlorobutadiene	ND		139	ug/kg	06/24/23	06/26/23
Hexachlorocyclopentadiene	ND		353	ug/kg	06/24/23	06/26/23
Hexachloroethane	ND		139	ug/kg	06/24/23	06/26/23
Indeno(1,2,3-cd)pyrene	ND		139	ug/kg	06/24/23	06/26/23
Isophorone	ND		139	ug/kg	06/24/23	06/26/23
Naphthalene	ND		139	ug/kg	06/24/23	06/26/23
N-Nitrosodimethylamine	ND		139	ug/kg	06/24/23	06/26/23
N-Nitrosodi-n-propylamine	ND		139	ug/kg	06/24/23	06/26/23
N-Nitrosodiphenylamine	ND		139	ug/kg	06/24/23	06/26/23
Pentachlorophenol	ND		353	ug/kg	06/24/23	06/26/23
Phenanthrene	ND		139	ug/kg	06/24/23	06/26/23
Pyrene	273		139	ug/kg	06/24/23	06/26/23
m&p-Cresol	ND		278	ug/kg	06/24/23	06/26/23
Pyridine	ND		139	ug/kg	06/24/23	06/26/23
Azobenzene	ND		139	ug/kg	06/24/23	06/26/23
Total Dichlorobenzene	ND		139	ug/kg	06/24/23	06/26/23
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Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	84.0%		30-126		06/24/23	06/26/23
<i>p-Terphenyl-d14</i>	111%		47-130		06/24/23	06/26/23
<i>2-Fluorobiphenyl</i>	93.6%		34-130		06/24/23	06/26/23
<i>Phenol-d6</i>	90.8%		30-130		06/24/23	06/26/23
<i>2,4,6-Tribromophenol</i>	92.1%		30-130		06/24/23	06/26/23
<i>2-Fluorophenol</i>	87.6%		30-130		06/24/23	06/26/23

Results: Semivolatile organic compounds

Sample: 1708230621-10

Lab Number: 3F23017-10 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
1,2-Dichlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
1,3-Dichlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
1,4-Dichlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
Phenol	ND		140	ug/kg	06/24/23	06/26/23
2,4,5-Trichlorophenol	ND		140	ug/kg	06/24/23	06/26/23
2,4,6-Trichlorophenol	ND		140	ug/kg	06/24/23	06/26/23
2,4-Dichlorophenol	ND		140	ug/kg	06/24/23	06/26/23
2,4-Dimethylphenol	ND		354	ug/kg	06/24/23	06/26/23
2,4-Dinitrophenol	ND		354	ug/kg	06/24/23	06/26/23
2,4-Dinitrotoluene	ND		140	ug/kg	06/24/23	06/26/23
2,6-Dinitrotoluene	ND		140	ug/kg	06/24/23	06/26/23
2-Chloronaphthalene	ND		140	ug/kg	06/24/23	06/26/23
2-Chlorophenol	ND		140	ug/kg	06/24/23	06/26/23
2-Methylnaphthalene	ND		140	ug/kg	06/24/23	06/26/23
Nitrobenzene	ND		140	ug/kg	06/24/23	06/26/23
2-Methylphenol	ND		140	ug/kg	06/24/23	06/26/23
2-Nitroaniline	ND		140	ug/kg	06/24/23	06/26/23
2-Nitrophenol	ND		354	ug/kg	06/24/23	06/26/23
3,3'-Dichlorobenzidine	ND		354	ug/kg	06/24/23	06/26/23
3-Nitroaniline	ND		140	ug/kg	06/24/23	06/26/23
4,6-Dinitro-2-methylphenol	ND		354	ug/kg	06/24/23	06/26/23
4-Bromophenyl phenyl ether	ND		140	ug/kg	06/24/23	06/26/23
4-Chloro-3-methylphenol	ND		140	ug/kg	06/24/23	06/26/23
4-Chloroaniline	ND		140	ug/kg	06/24/23	06/26/23
4-Chlorophenyl phenyl ether	ND		140	ug/kg	06/24/23	06/26/23
4-Nitroaniline	ND		140	ug/kg	06/24/23	06/26/23
4-Nitrophenol	ND		354	ug/kg	06/24/23	06/26/23
Acenaphthene	ND		140	ug/kg	06/24/23	06/26/23
Acenaphthylene	ND		140	ug/kg	06/24/23	06/26/23
Aniline	ND		140	ug/kg	06/24/23	06/26/23
Anthracene	ND		140	ug/kg	06/24/23	06/26/23
Benzo(a)anthracene	ND		140	ug/kg	06/24/23	06/26/23
Benzo(a)pyrene	ND		140	ug/kg	06/24/23	06/26/23
Benzo(b)fluoranthene	ND		140	ug/kg	06/24/23	06/26/23
Benzo(g,h,i)perylene	ND		140	ug/kg	06/24/23	06/26/23
Benzo(k)fluoranthene	ND		140	ug/kg	06/24/23	06/26/23
Benzoic acid	ND		1070	ug/kg	06/24/23	06/26/23
Biphenyl	ND		43	ug/kg	06/24/23	06/26/23
Bis(2-chloroethoxy)methane	ND		140	ug/kg	06/24/23	06/26/23
Bis(2-chloroethyl)ether	ND		140	ug/kg	06/24/23	06/26/23
Bis(2-chloroisopropyl)ether	ND		140	ug/kg	06/24/23	06/26/23
Bis(2-ethylhexyl)phthalate	ND		430	ug/kg	06/24/23	06/26/23
Butyl benzyl phthalate	ND		140	ug/kg	06/24/23	06/26/23
Chrysene	ND		140	ug/kg	06/24/23	06/26/23
Di-n-octyl phthalate	ND		215	ug/kg	06/24/23	06/26/23
Dibenz(a,h)anthracene	ND		140	ug/kg	06/24/23	06/26/23
Dibenzofuran	ND		140	ug/kg	06/24/23	06/26/23

Results: Semivolatile organic compounds (Continued)

Sample: 1708230621-10 (Continued)

Lab Number: 3F23017-10 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		140	ug/kg	06/24/23	06/26/23
Dimethyl phthalate	ND		354	ug/kg	06/24/23	06/26/23
Di-n-butyl phthalate	ND		215	ug/kg	06/24/23	06/26/23
Fluoranthene	ND		140	ug/kg	06/24/23	06/26/23
Fluorene	ND		140	ug/kg	06/24/23	06/26/23
Hexachlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
Hexachlorobutadiene	ND		140	ug/kg	06/24/23	06/26/23
Hexachlorocyclopentadiene	ND		354	ug/kg	06/24/23	06/26/23
Hexachloroethane	ND		140	ug/kg	06/24/23	06/26/23
Indeno(1,2,3-cd)pyrene	ND		140	ug/kg	06/24/23	06/26/23
Isophorone	ND		140	ug/kg	06/24/23	06/26/23
Naphthalene	ND		140	ug/kg	06/24/23	06/26/23
N-Nitrosodimethylamine	ND		140	ug/kg	06/24/23	06/26/23
N-Nitrosodi-n-propylamine	ND		140	ug/kg	06/24/23	06/26/23
N-Nitrosodiphenylamine	ND		140	ug/kg	06/24/23	06/26/23
Pentachlorophenol	ND		354	ug/kg	06/24/23	06/26/23
Phenanthrene	ND		140	ug/kg	06/24/23	06/26/23
Pyrene	ND		140	ug/kg	06/24/23	06/26/23
m&p-Cresol	ND		279	ug/kg	06/24/23	06/26/23
Pyridine	ND		140	ug/kg	06/24/23	06/26/23
Azobenzene	ND		140	ug/kg	06/24/23	06/26/23
Total Dichlorobenzene	ND		140	ug/kg	06/24/23	06/26/23
Surrogate(s)	Recovery%		Limits			

<i>Nitrobenzene-d5</i>	70.3%		30-126		06/24/23	06/26/23
<i>p-Terphenyl-d14</i>	93.9%		47-130		06/24/23	06/26/23
<i>2-Fluorobiphenyl</i>	82.2%		34-130		06/24/23	06/26/23
<i>Phenol-d6</i>	76.0%		30-130		06/24/23	06/26/23
<i>2,4,6-Tribromophenol</i>	93.0%		30-130		06/24/23	06/26/23
<i>2-Fluorophenol</i>	74.0%		30-130		06/24/23	06/26/23

Results: Semivolatile organic compounds

Sample: 1708230621-FD

Lab Number: 3F23017-11 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		279	ug/kg	06/24/23	06/28/23
1,2-Dichlorobenzene	ND		279	ug/kg	06/24/23	06/28/23
1,3-Dichlorobenzene	ND		279	ug/kg	06/24/23	06/28/23
1,4-Dichlorobenzene	ND		279	ug/kg	06/24/23	06/28/23
Phenol	ND		279	ug/kg	06/24/23	06/28/23
2,4,5-Trichlorophenol	ND		279	ug/kg	06/24/23	06/28/23
2,4,6-Trichlorophenol	ND		279	ug/kg	06/24/23	06/28/23
2,4-Dichlorophenol	ND		279	ug/kg	06/24/23	06/28/23
2,4-Dimethylphenol	ND		708	ug/kg	06/24/23	06/28/23
2,4-Dinitrophenol	ND		708	ug/kg	06/24/23	06/28/23
2,4-Dinitrotoluene	ND		279	ug/kg	06/24/23	06/28/23
2,6-Dinitrotoluene	ND		279	ug/kg	06/24/23	06/28/23
2-Chloronaphthalene	ND		279	ug/kg	06/24/23	06/28/23
2-Chlorophenol	ND		279	ug/kg	06/24/23	06/28/23
2-Methylnaphthalene	ND		279	ug/kg	06/24/23	06/28/23
Nitrobenzene	ND		279	ug/kg	06/24/23	06/28/23
2-Methylphenol	ND		279	ug/kg	06/24/23	06/28/23
2-Nitroaniline	ND		279	ug/kg	06/24/23	06/28/23
2-Nitrophenol	ND		708	ug/kg	06/24/23	06/28/23
3,3'-Dichlorobenzidine	ND		708	ug/kg	06/24/23	06/28/23
3-Nitroaniline	ND		279	ug/kg	06/24/23	06/28/23
4,6-Dinitro-2-methylphenol	ND		708	ug/kg	06/24/23	06/28/23
4-Bromophenyl phenyl ether	ND		279	ug/kg	06/24/23	06/28/23
4-Chloro-3-methylphenol	ND		279	ug/kg	06/24/23	06/28/23
4-Chloroaniline	ND		279	ug/kg	06/24/23	06/28/23
4-Chlorophenyl phenyl ether	ND		279	ug/kg	06/24/23	06/28/23
4-Nitroaniline	ND		279	ug/kg	06/24/23	06/28/23
4-Nitrophenol	ND		708	ug/kg	06/24/23	06/28/23
Acenaphthene	ND		279	ug/kg	06/24/23	06/28/23
Acenaphthylene	ND		279	ug/kg	06/24/23	06/28/23
Aniline	ND		279	ug/kg	06/24/23	06/28/23
Anthracene	ND		279	ug/kg	06/24/23	06/28/23
Benzo(a)anthracene	1060		279	ug/kg	06/24/23	06/28/23
Benzo(a)pyrene	1240		279	ug/kg	06/24/23	06/28/23
Benzo(b)fluoranthene	1570		279	ug/kg	06/24/23	06/28/23
Benzo(g,h,i)perylene	1130		279	ug/kg	06/24/23	06/28/23
Benzo(k)fluoranthene	561		279	ug/kg	06/24/23	06/28/23
Benzoic acid	ND		2150	ug/kg	06/24/23	06/28/23
Biphenyl	ND		86	ug/kg	06/24/23	06/28/23
Bis(2-chloroethoxy)methane	ND		279	ug/kg	06/24/23	06/28/23
Bis(2-chloroethyl)ether	ND		279	ug/kg	06/24/23	06/28/23
Bis(2-chloroisopropyl)ether	ND		279	ug/kg	06/24/23	06/28/23
Bis(2-ethylhexyl)phthalate	ND		859	ug/kg	06/24/23	06/28/23
Butyl benzyl phthalate	ND		279	ug/kg	06/24/23	06/28/23
Chrysene	1090		279	ug/kg	06/24/23	06/28/23
Di-n-octyl phthalate	ND		429	ug/kg	06/24/23	06/28/23
Dibenz(a,h)anthracene	ND		279	ug/kg	06/24/23	06/28/23
Dibenzofuran	ND		279	ug/kg	06/24/23	06/28/23

Results: Semivolatile organic compounds (Continued)

Sample: 1708230621-FD (Continued)

Lab Number: 3F23017-11 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		279	ug/kg	06/24/23	06/28/23
Dimethyl phthalate	ND		708	ug/kg	06/24/23	06/28/23
Di-n-butyl phthalate	ND		429	ug/kg	06/24/23	06/28/23
Fluoranthene	2060		279	ug/kg	06/24/23	06/28/23
Fluorene	ND		279	ug/kg	06/24/23	06/28/23
Hexachlorobenzene	ND		279	ug/kg	06/24/23	06/28/23
Hexachlorobutadiene	ND		279	ug/kg	06/24/23	06/28/23
Hexachlorocyclopentadiene	ND		708	ug/kg	06/24/23	06/28/23
Hexachloroethane	ND		279	ug/kg	06/24/23	06/28/23
Indeno(1,2,3-cd)pyrene	1070		279	ug/kg	06/24/23	06/28/23
Isophorone	ND		279	ug/kg	06/24/23	06/28/23
Naphthalene	ND		279	ug/kg	06/24/23	06/28/23
N-Nitrosodimethylamine	ND		279	ug/kg	06/24/23	06/28/23
N-Nitrosodi-n-propylamine	ND		279	ug/kg	06/24/23	06/28/23
N-Nitrosodiphenylamine	ND		279	ug/kg	06/24/23	06/28/23
Pentachlorophenol	ND		708	ug/kg	06/24/23	06/28/23
Phenanthrene	796		279	ug/kg	06/24/23	06/28/23
Pyrene	1960		279	ug/kg	06/24/23	06/28/23
m&p-Cresol	ND		558	ug/kg	06/24/23	06/28/23
Pyridine	ND		279	ug/kg	06/24/23	06/28/23
Azobenzene	ND		279	ug/kg	06/24/23	06/28/23
Total Dichlorobenzene	ND		279	ug/kg	06/24/23	06/28/23

Surrogate(s)	Recovery%	Limits	Date Prepared	Date Analyzed
<i>Nitrobenzene-d5</i>	60.8%	30-126	06/24/23	06/28/23
<i>p-Terphenyl-d14</i>	93.2%	47-130	06/24/23	06/28/23
<i>2-Fluorobiphenyl</i>	84.1%	34-130	06/24/23	06/28/23
<i>Phenol-d6</i>	68.4%	30-130	06/24/23	06/28/23
<i>2,4,6-Tribromophenol</i>	0.320%	30-130	06/24/23	06/28/23
<i>2-Fluorophenol</i>	51.6%	30-130	06/24/23	06/28/23

Quality Control

Semivolatile organic compounds

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B3F1108 - 1_Semivolatiles Extractions										
Blank (B3F1108-BLK1)				Prepared: 06/24/23 Analyzed: 06/26/23						
1,2,4-Trichlorobenzene	ND		129	ug/kg						
1,2-Dichlorobenzene	ND		129	ug/kg						
1,3-Dichlorobenzene	ND		129	ug/kg						
1,4-Dichlorobenzene	ND		129	ug/kg						
Phenol	ND		129	ug/kg						
2,4,5-Trichlorophenol	ND		129	ug/kg						
2,4,6-Trichlorophenol	ND		129	ug/kg						
2,4-Dichlorophenol	ND		129	ug/kg						
2,4-Dimethylphenol	ND		328	ug/kg						
2,4-Dinitrophenol	ND		328	ug/kg						
2,4-Dinitrotoluene	ND		129	ug/kg						
2,6-Dinitrotoluene	ND		129	ug/kg						
2-Chloronaphthalene	ND		129	ug/kg						
2-Chlorophenol	ND		129	ug/kg						
2-Methylnaphthalene	ND		129	ug/kg						
Nitrobenzene	ND		129	ug/kg						
2-Methylphenol	ND		129	ug/kg						
2-Nitroaniline	ND		129	ug/kg						
2-Nitrophenol	ND		328	ug/kg						
3,3'-Dichlorobenzidine	ND		328	ug/kg						
3-Nitroaniline	ND		129	ug/kg						
4,6-Dinitro-2-methylphenol	ND		328	ug/kg						
4-Bromophenyl phenyl ether	ND		129	ug/kg						
4-Chloro-3-methylphenol	ND		129	ug/kg						
4-Chloroaniline	ND		129	ug/kg						
4-Chlorophenyl phenyl ether	ND		129	ug/kg						
4-Nitroaniline	ND		129	ug/kg						
4-Nitrophenol	ND		328	ug/kg						
Acenaphthene	ND		129	ug/kg						
Acenaphthylene	ND		129	ug/kg						
Aniline	ND		129	ug/kg						
Anthracene	ND		129	ug/kg						
Benzo(a)anthracene	ND		129	ug/kg						
Benzo(a)pyrene	ND		129	ug/kg						
Benzo(b)fluoranthene	ND		129	ug/kg						
Benzo(g,h,i)perylene	ND		129	ug/kg						
Benzo(k)fluoranthene	ND		129	ug/kg						
Benzoic acid	ND		993	ug/kg						
Biphenyl	ND		40	ug/kg						
Bis(2-chloroethoxy)methane	ND		129	ug/kg						
Bis(2-chloroethyl)ether	ND		129	ug/kg						
Bis(2-chloroisopropyl)ether	ND		129	ug/kg						
Bis(2-ethylhexyl)phthalate	ND		397	ug/kg						
Butyl benzyl phthalate	ND		129	ug/kg						
Chrysene	ND		129	ug/kg						
Di-n-octyl phthalate	ND		199	ug/kg						
Dibenz(a,h)anthracene	ND		129	ug/kg						
Dibenzofuran	ND		129	ug/kg						
Diethyl phthalate	ND		129	ug/kg						
Dimethyl phthalate	ND		328	ug/kg						
Di-n-butyl phthalate	ND		199	ug/kg						
Fluoranthene	ND		129	ug/kg						
Fluorene	ND		129	ug/kg						
Hexachlorobenzene	ND		129	ug/kg						

Quality Control
(Continued)

Semivolatile organic compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B3F1108 - 1_Semivolatiles Extractions (Continued)										
Blank (B3F1108-BLK1)					Prepared: 06/24/23 Analyzed: 06/26/23					
Hexachlorobutadiene	ND		129	ug/kg						
Hexachlorocyclopentadiene	ND		328	ug/kg						
Hexachloroethane	ND		129	ug/kg						
Indeno(1,2,3-cd)pyrene	ND		129	ug/kg						
Isophorone	ND		129	ug/kg						
Naphthalene	ND		129	ug/kg						
N-Nitrosodimethylamine	ND		129	ug/kg						
N-Nitrosodi-n-propylamine	ND		129	ug/kg						
N-Nitrosodiphenylamine	ND		129	ug/kg						
Pentachlorophenol	ND		328	ug/kg						
Phenanthrene	ND		129	ug/kg						
Pyrene	ND		129	ug/kg						
m&p-Cresol	ND		258	ug/kg						
Pyridine	ND		129	ug/kg						
Azobenzene	ND		129	ug/kg						
Total Dichlorobenzene	ND		129	ug/kg						
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<i>Surrogate: Nitrobenzene-d5</i>			2100	ug/kg	3310		63.3	30-126		
<i>Surrogate: p-Terphenyl-d14</i>			2710	ug/kg	3310		81.7	47-130		
<i>Surrogate: 2-Fluorobiphenyl</i>			2350	ug/kg	3310		71.0	34-130		
<i>Surrogate: Phenol-d6</i>			2200	ug/kg	3310		66.4	30-130		
<i>Surrogate: 2,4,6-Tribromophenol</i>			2030	ug/kg	3310		61.2	30-130		
<i>Surrogate: 2-Fluorophenol</i>			2070	ug/kg	3310		62.4	30-130		
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LCS (B3F1108-BS1)					Prepared: 06/24/23 Analyzed: 06/26/23					
1,2,4-Trichlorobenzene	1960		129	ug/kg	3310		59.3	40-130		
1,2-Dichlorobenzene	1990		129	ug/kg	3310		60.0	40-130		
1,3-Dichlorobenzene	1910		129	ug/kg	3310		57.8	40-130		
1,4-Dichlorobenzene	1790		129	ug/kg	3310		54.1	40-130		
Phenol	2010		129	ug/kg	3310		60.6	40-130		
2,4,5-Trichlorophenol	1940		129	ug/kg	3310		58.5	40-130		
2,4,6-Trichlorophenol	2000		129	ug/kg	3310		60.3	40-130		
2,4-Dichlorophenol	2020		129	ug/kg	3310		60.9	40-130		
2,4-Dimethylphenol	1990		328	ug/kg	3310		60.1	40-130		
2,4-Dinitrophenol	472		328	ug/kg	3310		14.2	15-140		
2,4-Dinitrotoluene	2130		129	ug/kg	3310		64.3	40-130		
2,6-Dinitrotoluene	2130		129	ug/kg	3310		64.2	40-130		
2-Chloronaphthalene	2060		129	ug/kg	3310		62.1	40-130		
2-Chlorophenol	2050		129	ug/kg	3310		61.9	40-130		
2-Methylnaphthalene	2060		129	ug/kg	3310		62.1	40-130		
Nitrobenzene	1820		129	ug/kg	3310		55.0	40-130		
2-Methylphenol	2180		129	ug/kg	3310		65.8	40-130		
2-Nitroaniline	1950		129	ug/kg	3310		58.9	40-130		
2-Nitrophenol	1980		328	ug/kg	3310		59.8	40-130		
3-Nitroaniline	2130		129	ug/kg	3310		64.4	40-130		
4,6-Dinitro-2-methylphenol	1100		328	ug/kg	3310		33.2	30-130		
4-Bromophenyl phenyl ether	2100		129	ug/kg	3310		63.6	40-130		
4-Chloro-3-methylphenol	2030		129	ug/kg	3310		61.2	40-130		
4-Chlorophenyl phenyl ether	2120		129	ug/kg	3310		64.0	40-130		
4-Nitroaniline	2400		129	ug/kg	3310		72.4	40-130		
4-Nitrophenol	1780		328	ug/kg	3310		53.8	40-130		
Acenaphthene	2130		129	ug/kg	3310		64.4	40-130		
Acenaphthylene	2150		129	ug/kg	3310		65.1	40-130		
Anthracene	2240		129	ug/kg	3310		67.5	40-130		
Benzo(a)anthracene	2250		129	ug/kg	3310		68.0	40-130		
Benzo(a)pyrene	2290		129	ug/kg	3310		69.3	40-130		
Benzo(b)fluoranthene	2320		129	ug/kg	3310		70.1	40-130		
Benzo(g,h,i)perylene	2290		129	ug/kg	3310		69.2	40-130		

Quality Control
(Continued)

Semivolatile organic compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B3F1108 - 1_Semivolatiles Extractions (Continued)										
LCS (B3F1108-BS1)					Prepared: 06/24/23 Analyzed: 06/26/23					
Benzo(k)fluoranthene	2410		129	ug/kg	3310		72.9	40-130		
Biphenyl	546		40	ug/kg	828		65.9	40-130		
Bis(2-chloroethoxy)methane	2100		129	ug/kg	3310		63.5	40-130		
Bis(2-chloroethyl)ether	2030		129	ug/kg	3310		61.2	40-130		
Bis(2-chloroisopropyl)ether	2420		129	ug/kg	3310		73.0	40-130		
Bis(2-ethylhexyl)phthalate	2260		397	ug/kg	3310		68.2	40-130		
Butyl benzyl phthalate	2250		129	ug/kg	3310		67.8	40-130		
Chrysene	2230		129	ug/kg	3310		67.3	40-130		
Di-n-octyl phthalate	2330		199	ug/kg	3310		70.3	40-130		
Dibenz(a,h)anthracene	2310		129	ug/kg	3310		69.8	40-130		
Dibenzofuran	2200		129	ug/kg	3310		66.6	40-130		
Diethyl phthalate	2050		129	ug/kg	3310		62.0	40-130		
Dimethyl phthalate	2110		328	ug/kg	3310		63.8	40-130		
Di-n-butyl phthalate	2270		199	ug/kg	3310		68.6	40-130		
Fluoranthene	2360		129	ug/kg	3310		71.4	40-130		
Fluorene	2180		129	ug/kg	3310		65.9	40-130		
Hexachlorobenzene	2080		129	ug/kg	3310		62.7	40-130		
Hexachlorobutadiene	1990		129	ug/kg	3310		60.0	40-130		
Hexachlorocyclopentadiene	2010		328	ug/kg	3310		60.8	40-130		
Hexachloroethane	1840		129	ug/kg	3310		55.4	40-130		
Indeno(1,2,3-cd)pyrene	2240		129	ug/kg	3310		67.6	40-130		
Isophorone	1940		129	ug/kg	3310		58.6	40-130		
Naphthalene	2100		129	ug/kg	3310		63.5	40-130		
N-Nitrosodimethylamine	1720		129	ug/kg	3310		51.9	40-130		
N-Nitrosodi-n-propylamine	1930		129	ug/kg	3310		58.1	40-130		
N-Nitrosodiphenylamine	2510		129	ug/kg	3310		75.9	40-130		
Pentachlorophenol	1120		328	ug/kg	3310		33.7	15-140		
Phenanthrene	2230		129	ug/kg	3310		67.3	40-130		
Pyrene	2300		129	ug/kg	3310		69.4	40-130		
m&p-Cresol	2070		258	ug/kg	3310		62.6	40-130		
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<i>Surrogate: Nitrobenzene-d5</i>			1990	ug/kg	3310		60.0	30-126		
<i>Surrogate: p-Terphenyl-d14</i>			2570	ug/kg	3310		77.7	47-130		
<i>Surrogate: 2-Fluorobiphenyl</i>			2220	ug/kg	3310		67.0	34-130		
<i>Surrogate: Phenol-d6</i>			2130	ug/kg	3310		64.3	30-130		
<i>Surrogate: 2,4,6-Tribromophenol</i>			2290	ug/kg	3310		69.1	30-130		
<i>Surrogate: 2-Fluorophenol</i>			2060	ug/kg	3310		62.2	30-130		

Quality Control
(Continued)

Semivolatile organic compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B3F1108 - 1_Semivolatiles Extractions (Continued)										
LCS Dup (B3F1108-BSD1)										
					Prepared: 06/24/23 Analyzed: 06/26/23					
1,2,4-Trichlorobenzene	1810		129	ug/kg	3310		54.6	40-130	8.11	30
1,2-Dichlorobenzene	1830		129	ug/kg	3310		55.3	40-130	8.05	30
1,3-Dichlorobenzene	1780		129	ug/kg	3310		53.8	40-130	7.14	30
1,4-Dichlorobenzene	1620		129	ug/kg	3310		49.0	40-130	9.93	30
Phenol	1890		129	ug/kg	3310		57.1	40-130	5.88	30
2,4,5-Trichlorophenol	1770		129	ug/kg	3310		53.3	40-130	9.26	30
2,4,6-Trichlorophenol	1820		129	ug/kg	3310		55.1	40-130	9.15	30
2,4-Dichlorophenol	1840		129	ug/kg	3310		55.6	40-130	9.07	30
2,4-Dimethylphenol	1830		328	ug/kg	3310		55.1	40-130	8.64	30
2,4-Dinitrophenol	454		328	ug/kg	3310		13.7	15-140	3.72	30
2,4-Dinitrotoluene	1960		129	ug/kg	3310		59.3	40-130	8.19	30
2,6-Dinitrotoluene	1970		129	ug/kg	3310		59.5	40-130	7.73	30
2-Chloronaphthalene	1870		129	ug/kg	3310		56.6	40-130	9.26	30
2-Chlorophenol	1860		129	ug/kg	3310		56.0	40-130	9.97	30
2-Methylnaphthalene	1830		129	ug/kg	3310		55.2	40-130	11.9	30
Nitrobenzene	1680		129	ug/kg	3310		50.6	40-130	8.33	30
2-Methylphenol	1990		129	ug/kg	3310		60.2	40-130	8.89	30
2-Nitroaniline	1800		129	ug/kg	3310		54.2	40-130	8.20	30
2-Nitrophenol	1800		328	ug/kg	3310		54.3	40-130	9.71	30
3-Nitroaniline	1970		129	ug/kg	3310		59.6	40-130	7.68	30
4,6-Dinitro-2-methylphenol	1020		328	ug/kg	3310		30.7	30-130	7.81	30
4-Bromophenyl phenyl ether	1940		129	ug/kg	3310		58.6	40-130	8.12	30
4-Chloro-3-methylphenol	1820		129	ug/kg	3310		55.0	40-130	10.7	30
4-Chlorophenyl phenyl ether	1920		129	ug/kg	3310		58.0	40-130	9.94	30
4-Nitroaniline	2200		129	ug/kg	3310		66.3	40-130	8.77	30
4-Nitrophenol	1640		328	ug/kg	3310		49.7	40-130	8.00	30
Acenaphthene	1930		129	ug/kg	3310		58.2	40-130	10.1	30
Acenaphthylene	1980		129	ug/kg	3310		59.8	40-130	8.46	30
Anthracene	2010		129	ug/kg	3310		60.6	40-130	10.9	30
Benzo(a)anthracene	2110		129	ug/kg	3310		63.6	40-130	6.68	30
Benzo(a)pyrene	2100		129	ug/kg	3310		63.5	40-130	8.67	30
Benzo(b)fluoranthene	2120		129	ug/kg	3310		64.1	40-130	8.97	30
Benzo(g,h,i)perylene	2150		129	ug/kg	3310		64.9	40-130	6.41	30
Benzo(k)fluoranthene	2240		129	ug/kg	3310		67.7	40-130	7.31	30
Biphenyl	489		40	ug/kg	828		59.1	40-130	10.9	30
Bis(2-chloroethoxy)methane	1910		129	ug/kg	3310		57.7	40-130	9.44	30
Bis(2-chloroethyl)ether	1880		129	ug/kg	3310		56.9	40-130	7.22	30
Bis(2-chloroisopropyl)ether	2180		129	ug/kg	3310		66.0	40-130	10.1	30
Bis(2-ethylhexyl)phthalate	2060		397	ug/kg	3310		62.3	40-130	9.01	30
Butyl benzyl phthalate	2090		129	ug/kg	3310		63.0	40-130	7.43	30
Chrysene	2060		129	ug/kg	3310		62.3	40-130	7.75	30
Di-n-octyl phthalate	2150		199	ug/kg	3310		65.1	40-130	7.65	30
Dibenz(a,h)anthracene	2150		129	ug/kg	3310		64.9	40-130	7.25	30
Dibenzofuran	2030		129	ug/kg	3310		61.2	40-130	8.42	30
Diethyl phthalate	1870		129	ug/kg	3310		56.6	40-130	9.21	30
Dimethyl phthalate	1920		328	ug/kg	3310		58.1	40-130	9.32	30
Di-n-butyl phthalate	2060		199	ug/kg	3310		62.3	40-130	9.50	30
Fluoranthene	2170		129	ug/kg	3310		65.4	40-130	8.77	30
Fluorene	2000		129	ug/kg	3310		60.4	40-130	8.65	30
Hexachlorobenzene	1890		129	ug/kg	3310		57.1	40-130	9.31	30
Hexachlorobutadiene	1850		129	ug/kg	3310		55.9	40-130	7.00	30
Hexachlorocyclopentadiene	1850		328	ug/kg	3310		55.8	40-130	8.47	30
Hexachloroethane	1660		129	ug/kg	3310		50.3	40-130	9.73	30
Indeno(1,2,3-cd)pyrene	2070		129	ug/kg	3310		62.4	40-130	8.00	30
Isophorone	1780		129	ug/kg	3310		53.9	40-130	8.29	30
Naphthalene	1940		129	ug/kg	3310		58.7	40-130	7.92	30
N-Nitrosodimethylamine	1490		129	ug/kg	3310		45.1	40-130	14.8	30

Quality Control
(Continued)

Semivolatile organic compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B3F1108 - 1_Semivolatiles Extractions (Continued)										
LCS Dup (B3F1108-BSD1)					Prepared: 06/24/23 Analyzed: 06/26/23					
N-Nitrosodi-n-propylamine	1780		129	ug/kg	3310		53.6	40-130	8.09	30
N-Nitrosodiphenylamine	2260		129	ug/kg	3310		68.2	40-130	10.7	30
Pentachlorophenol	986		328	ug/kg	3310		29.8	15-140	12.5	30
Phenanthrene	2010		129	ug/kg	3310		60.8	40-130	10.1	30
Pyrene	2150		129	ug/kg	3310		64.8	40-130	6.88	30
m&p-Cresol	1930		258	ug/kg	3310		58.4	40-130	6.94	30
<hr/>										
<i>Surrogate: Nitrobenzene-d5</i>			<i>1790</i>	<i>ug/kg</i>	<i>3310</i>		<i>54.1</i>	<i>30-126</i>		
<i>Surrogate: p-Terphenyl-d14</i>			<i>2360</i>	<i>ug/kg</i>	<i>3310</i>		<i>71.4</i>	<i>47-130</i>		
<i>Surrogate: 2-Fluorobiphenyl</i>			<i>2030</i>	<i>ug/kg</i>	<i>3310</i>		<i>61.4</i>	<i>34-130</i>		
<i>Surrogate: Phenol-d6</i>			<i>2040</i>	<i>ug/kg</i>	<i>3310</i>		<i>61.6</i>	<i>30-130</i>		
<i>Surrogate: 2,4,6-Tribromophenol</i>			<i>2110</i>	<i>ug/kg</i>	<i>3310</i>		<i>63.8</i>	<i>30-130</i>		
<i>Surrogate: 2-Fluorophenol</i>			<i>1920</i>	<i>ug/kg</i>	<i>3310</i>		<i>58.1</i>	<i>30-130</i>		

Notes and Definitions

Item	Definition
Wet	Sample results reported on a wet weight basis.
ND	Analyte NOT DETECTED at or above the reporting limit.



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146 Hartford Road, Manchester, CT 06040
 56 Quarry Road, Trumbull, CT 06611
 1419 Richland Street, Columbia, SC 29201

78 Interstate Drive, West Springfield, MA 010
 108 Myrtle Street, #502, North Quincy, MA 01
 317 Iron Horse Way, Suite 204, Providence, RI



CHAIN-OF-CUSTODY RECORD 42242

Turnaround

24-Hour* 72-Hour* Other _____ (days)
 48-Hour* Standard (____ days) *Surcharge Applies

PROJECT NAME: Former Urban League PROJECT LOCATION: 246 Prairie Ave. Providence PROJECT NUMBER: 20151007.410 LABORATORY: NETLab

REPORT TO: Tim Nevins tnevins@fand.com
INVOICE TO: Bill DEM via MPA - 48
P.O. No.: 170820151007.410
Sampler's Signature: [Signature] Date: 6/21/23

Analysis Request

Containers

NOCs via USEPA 8170

Soil TOA Vial, methanol
Soil TOA Vial, water Na₂(S₂O₃)₂
Glass Soil Container (oz)
Other: Glass
Water TOA Vial, As is HCl
Glass Amber () ml, As is H₂SO₄
Plastic - As is, 250 ml 500 1000 ml
Plastic - H₂SO₄, 250 ml 500 ml
Plastic - HNO₃, 250 ml Filtered 0.45µ 1µ

Source Codes:
MW=Monitoring Well PW=Potable Water T=Treatment Facility S=Soil B=Sediment
SW=Surface Water ST=Stormwater W=Waste A=Air C=Concrete
X=Other _____

Item No.	Transfer Check				Sample Number	Source Code	Date Sampled	Time Sampled	Containers										Comments					
	1	2	3	4					Soil TOA Vial, <input type="checkbox"/> methanol	Soil TOA Vial, <input type="checkbox"/> water	Glass Soil Container (<input checked="" type="checkbox"/> oz)	Other: <u>Glass</u>	Water TOA Vial, <input type="checkbox"/> As is	Glass Amber () ml	Plastic - As is	Plastic - H ₂ SO ₄	Plastic - HNO ₃	Plastic - NaOH						
1	X				1708230621-01	S	6/21/23	0855	X														SB-02	
2	X				-02	S		0900	X															SB-02
3	X				-03	S		0940	X															SB-01
4	X				-04	S		0950	X															SB-01
5	X				-05	S		1035	X															SB-03
6	X				-06	S		1040	X															SB-03
7	X				-07	S		1130	X															SB-04
8	X				-08	S		1140	X															SB-04
9	X				-09	S		1215	X															SB-05
10	X				-10	S		1225	X															SB-05

Transfer Number	Relinquished By	Accepted By	Date	Time	Charge Exceptions: <input type="checkbox"/> CT Tax Exempt <input type="checkbox"/> QA/QC <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Duplicates _____ Blanks (Item Nos: _____)
1	<u>Evan Korcevich</u>	<u>FAO Prov. Fridge</u>	<u>6/21/23</u>	<u>1345</u>	Reporting and Detection Limit Requirements: <input type="checkbox"/> RCP Deliverables <input type="checkbox"/> MCP CAM Cert. <u>[Signature]</u>
2	<u>[Signature]</u>	<u>[Signature]</u>	<u>6/23/23</u>	<u>11:12</u>	<u>RIDEM Rec DEC</u>
3			<u>6/23/23</u>	<u>12:10</u>	Additional Comments: <u>Please complete attached</u>
4		<u>[Signature]</u>	<u>6/23/23</u>	<u>12:10</u>	



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Limited Hazardous Building Materials Inspection Report

Former Urban League of Rhode Island Property
246 Prairie Avenue
Providence, Rhode Island

Rhode Island Department of Environmental
Management
Providence, Rhode Island

March 2024



FUSS & O'NEILL

Fuss & O'Neill, Inc.

317 Iron Horse Way, Suite 204
Providence, RI 02908



FUSS & O'NEILL

March 8, 2024

Ms. Rachel T. Simpson
Senior Environmental Scientist
Rhode Island Department of Environmental Management
Office of Land Revitalization and Sustainable Materials Management
Site Remediation Program
235 Promenade Street
Providence, RI 02908

**RE: Limited Hazardous Building Materials Inspection
Former Urban League of Rhode Island Property
246 Prairie Avenue, Providence, Rhode Island**
Fuss & O'Neill Project No. 20151007.U10

Dear Ms. Simpson:

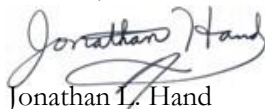
Enclosed is the limited Hazardous Building Materials Inspection Report for the inspection conducted at the commercial building located at 246 Prairie Avenue in Providence, Rhode Island.

Between January 30, 2024, and February 1, 2024, a Fuss & O'Neill, Inc. state-licensed Asbestos Inspector performed a limited asbestos inspection, a lead-based paint screening, a fluorescent light ballast and mercury-containing equipment inventory, and polychlorinated biphenyl (PCB)-containing source building materials sampling prior to building demolition.

The information summarized in this report is solely for the abovementioned materials only. The work was performed in accordance with our written scope of services dated March 22, 2023.

If you should have any questions regarding the contents of the enclosed report, please do not hesitate to contact me at 401-595-8270. Thank you for this opportunity to have served your environmental needs.

Sincerely,



Jonathan L. Hand
Project Manager

Enclosure

317 Iron Horse Way
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Limited Hazardous Building Materials Inspection Report

Former Urban League of Rhode Island Property

Rhode Island Department of Environmental Management

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Appendices**End of Report**

APPENDIX A	LIMITATIONS
APPENDIX B	FUSS & O'NEILL ASBESTOS INSPECTOR LICENSE & EPA ACCREDITATION
APPENDIX C	ASBESTOS LABORATORY ANALYTICAL REPORTS & CHAIN-OF-CUSTODY FORMS
APPENDIX D	XRF LEAD-BASED PAINT SCREENING FIELD DATA SHEETS
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APPENDIX F	PCB LABORATORY ANALYTICAL REPORT & CHAIN-OF-CUSTODY FORM

1 Introduction

Between January 30, 2024, and February 1, 2024, Fuss & O'Neill, Inc. (Fuss & O'Neill) representatives, Mr. Tylar Pelletier, Mr. Jaimorri Sanders, and Mr. Jonathan Hand, performed a limited hazardous building materials inspection prior to the proposed demolition of the former Urban League of Rhode Island property located at 246 Prairie Avenue in Providence, Rhode Island (the "Site").

1.1 Scope of Work

The work was performed for the Rhode Island Department of Environmental Management (RIDEM; the "Client") in accordance with our written scope of services dated March 22, 2023. This report is subject to the limitations presented in *Appendix A*. The scope of work included the following:

- Limited Asbestos-Containing Materials (ACM) Inspection;
- Lead-Based Paint (LBP) Screening;
- Fluorescent Light Ballast and Mercury-Containing Equipment Inventory; and
- Polychlorinated Biphenyl (PCB)-Source Building Materials Sampling.

Destructive investigations to access hidden and inaccessible areas were performed as part of the inspection. Hidden and inaccessible areas that were inspected included voids behind the exterior façade, wall cavities, pipe chases, spaces above fixed ceilings, and underneath flooring systems.

Due to the structural integrity of the roofing system, limited areas of the roof were inspected. Therefore, certain roofing materials were not accessible and are assumed to be asbestos containing.

Fuss & O'Neill did not conduct subsurface investigations to identify concealed suspect materials throughout the subject property.

1.2 Building Description

The Site building is a one-story concrete-masonry-unit (CMU) structure with 49,254-square feet of interior space. Interior finishes consist of resilient floor coverings, carpet, gypsum wallboard with joint compound, and suspended ceiling systems with acoustical ceiling tiles. The exterior finishes consist of CMU and a flat rubber membrane roofing system on a corrugated metal deck.

2 Limited Asbestos Inspection

A property owner or operator must ensure that a thorough asbestos inspection is performed prior to possible disturbance of suspect ACM during renovation or demolition activities. This is a requirement of the United States Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation located at Title 40 CFR, Part 61, Subpart M.

Between January 30, 2024, and February 1, 2024, Mr. Pelletier of Fuss & O'Neill conducted the inspection. Mr. Pelletier is a Rhode Island Department of Health (RIDOH)-licensed Asbestos Inspector. Refer to *Appendix B* for copies of the Asbestos Inspector's license and EPA accreditation.

2.1 Methodology

The inspection was conducted by visually inspecting for suspect ACM and touching each of the suspect ACM. The suspect ACM were grouped into three EPA NESHAP categories: Friable; Category I Non-Friable, and Category II Non-Friable.

- Friable is defined as material that contains greater than one percent (> 1%) asbestos that, when dry, **can** be crumbled, pulverized, or reduced to powder by hand pressure.
- Category I Non-Friable refers to material that contains > 1% asbestos (i.e., packings, gaskets, resilient floor coverings, and asphalt roofing products) that when dry **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.
- Category II Non-Friable refers to any non-friable material excluding Category I materials that contain > 1% asbestos that when dry **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.

The suspect ACM were also categorized into their applications including: Thermal System Insulation (TSI), Surfacing ACM, and Miscellaneous ACM. TSI includes those materials used to prevent heat loss/gain or water condensation on mechanical systems. Examples of TSI include, but are not limited to, pipe insulation, boiler insulation, duct insulation, mudded pipe fitting insulation, etc. Surfacing ACM includes those ACM that are sprayed-on, troweled-on, or otherwise applied to an existing surface. Surfacing ACM is commonly used for fireproofing, decorative, and acoustical applications. Miscellaneous ACM include those not listed as TSI or Surfacing ACM, such as sheet flooring, floor tiles, ceiling tiles, caulking, mastics, construction adhesives, etc.

The EPA recommends collecting suspect ACM samples in a manner sufficient to determine asbestos content and separating suspect ACM into homogenous material types (similar in color, texture, and date of application). The EPA NESHAP regulation does not specifically identify a minimum number of samples to be collected for each homogeneous material, but the NESHAP regulation does recommend the use of sampling protocols included in EPA Title 40 CFR, Part 763, Subpart E: Asbestos Hazard Emergency Response Act (AHERA).

The EPA AHERA regulation requires a specific number of samples be collected based on the material type and quantity present. This regulation includes the following protocol:

1. Surfacing Materials (e.g., plaster, spray-applied fireproofing, etc.) shall be collected in a randomly-distributed manner representing each homogenous area based on the overall quantity as follows:
 - a. At least three (3) bulk samples collected from each homogenous area that is less than or equal to 1,000 square feet.
 - b. At least five (5) bulk samples collected from each homogenous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
 - c. At least seven (7) bulk samples collected from each homogenous area that is greater than 5,000 square feet.

2. Thermal System Insulation (e.g., pipe insulation, tank insulation, etc.) shall be collected in a randomly-distributed manner representing each homogenous area. At least three (3) bulk samples shall be collected of each homogenous material type. Also, at least one (1) bulk sample of any patching material applied to TSI, presuming the patched area is less than six linear or square feet, shall be collected.
3. Miscellaneous Materials (e.g., floor tile, mastic, cement board, caulking, glazing, etc.) should have at least two (2) bulk samples collected of each homogenous material type. Sample collection shall be conducted in a manner sufficient to determine the asbestos content of the homogenous material type as determined by the inspector.

Suspect ACM samples were collected, and proper chain-of-custody forms were prepared for transmission of collected samples to RI Analytical, Inc. (RIAL) for analysis. RIAL is a Rhode Island-licensed and American Industrial Hygiene Association (AIHA)-accredited Asbestos Analytical Laboratory. Initial asbestos sample analysis was conducted using the EPA Interim Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116) via Polarized Light Microscopy with Dispersion Staining (PLM/DS). Analysis was stopped upon receipt of the first positive asbestos result of each different suspect homogenous material type.

If samples of suspect ACM could not be collected, these materials were assumed to contain asbestos and quantities were approximated.

2.2 Results

The EPA, the Occupational Safety and Health Administration (OSHA), and RIDOH define a material that contains > 1% asbestos (by PLM/DS analysis) as an ACM.

Utilizing EPA, OSHA, and RIDOH protocols and criteria, the following materials were determined to be **ACM**:

- Black Window Glazing Compound;
- Biege 12" x 12" Floor Tile;
- Cementitious Pipe Debris; and
- Brown Wall Panel Adhesive.

The black asphaltic layer on metal roof deck was determined to contain >1% asbestos. While this material doesn't meet the definition of an ACM, OSHA requirements for employee protection and removal and disposal still exist. Fuss & O'Neill recommends treating this material as an ACM.

Refer to **Table 1**, attached, for the detailed list of ACM and non-ACM identified by sample identification, material type, sample location, and asbestos content as part of this inspection.

Certain roofing materials couldn't be accessed for sampling (due to safety) and are assumed to contain asbestos.

Refer to **Table 2**, attached, for the identified ACM inventory.

Refer to *Appendix C* for the asbestos laboratory analytical reports and chain-of-custody forms.

2.3 Conclusions and Recommendations

Based on visual observations, sample collection, and laboratory analysis, ACM were identified at the Site.

Prior to disturbance, ACM that would likely be impacted by the proposed demolition activities must first be abated by a RIDOH-licensed Asbestos Abatement Contractor. This is a requirement of the RIDOH and the EPA NESHAP regulations governing asbestos abatement.

Destructive investigations to access hidden and inaccessible areas were performed as part of the inspection. Hidden and inaccessible areas that were inspected included voids behind the exterior façade, wall cavities, pipe chases, spaces above fixed ceilings, and underneath flooring systems.

Due to the structural integrity of the roofing system, limited areas of the roof were inspected. Therefore, the remaining roofing materials that were not accessible are assumed to be asbestos containing.

If suspect materials are encountered during demolition activities that are not identified in this report as being non-ACM, they shall be assumed to be ACM until laboratory analysis indicates otherwise.

This report is not intended to be utilized as a bidding or a project specification document. This report is designed to aid the building owner, architect, construction manager, general contractor(s), and asbestos abatement contractor(s) in locating ACM.

3 Lead-Based Paint Screening

Between January 30, 2024, and February 1, 2024, Mr. Pelletier of Fuss & O'Neill performed an LBP screening associated with painted building components at the Site that may be disturbed during demolition activities. Fuss & O'Neill used an X-ray fluorescence (XRF) spectrum analyzer to perform the LBP screening. The screening was conducted in accordance with generally accepted industry standards for non-residential (i.e., not child-occupied) buildings.

3.1 Methodology

A Radiation Monitoring Device Model LPA-1 (Serial Number 1157) was utilized for the LBP screening. The instrument was calibrated according to the manufacturer's Performance Characteristic Sheet (PCS) prior to each use.

For the purpose of this LBP screening, representative, coated building components were tested for LBP. Individual repainting efforts are not always discernable in such a limited program. LBP issues involving properties that are not residential are only regulated to a limited degree for worker protection relating to LBP-disturbing work activities and waste disposal.

Worker protection is regulated by OSHA regulations. These regulations include air monitoring of workers to determine exposure levels when disturbing lead-containing paint. An LBP screening cannot determine a safe level of lead, but is intended to provide guidance for implementing industry standards for lead in paint at identified locations. Contractors may better determine worker exposure to airborne lead by understanding the different concentrations of LBP on representative components and surfaces. Air monitoring can then be performed during activities that disturb paint on representative surfaces.

The EPA Resource Conservation and Recovery Act (RCRA) regulates lead-containing waste disposal. If lead is determined to be present, representative composite samples of the anticipated waste stream must be collected and analyzed using the Toxicity Characteristic Leaching Procedure (TCLP). The results are compared to a threshold value of 5.0 milligrams per liter (mg/L). If TCLP sample analytical results exceed this value, the waste is characterized as hazardous lead waste. If the result is below the threshold value, the waste material is not considered hazardous and may be disposed of as construction and demolition debris.

A level of paint exceeding 1.0 milligram of lead per square centimeter (mg/cm^2) of surface area is considered toxic or dangerous by EPA and the RIDOH child-occupied residential standards. For the purpose of this screening, the level of 1.0 mg/cm^2 has been utilized as a guide to segregate coated building materials from general demolition debris for disposal purposes.

3.2 XRF Screening Results

The LBP screening indicated consistent painting trends associated with representative building components that may be impacted by potential demolition activities. No building components were identified to contain lead-based paint.

Refer to *Appendix D* for the XRF lead-based paint screening field data sheets.

3.3 Discussion

OSHA published a Lead in Construction Standard (OSHA Lead Standard) Title 29 CFR, Part 1926.62 in May of 1993. This Standard sets no limit for the content of lead in paint below which the OSHA standards do not apply. The OSHA Lead Standards are task-based and are also based on airborne exposures and blood lead levels.

The results of this LBP screening are intended to provide guidance to contractors for occupational lead exposure controls. Building components coated with lead levels above industry standards may cause exposures to lead above OSHA standards during proposed demolition/renovation activities. The results of this screening are also intended to provide insight into waste disposal requirements, in accordance with EPA RCRA regulations. At the Client's request, TCLP samples to characterize the expected waste that may result from demolition were collected as part of this inspection.

3.4 Conclusions and Recommendations

Based on our LBP screening results, LBP was not identified on coated and painted building components screened at the Site.

Contractors must be made aware that OSHA has not established a level of lead in a material below which OSHA Title 29 CFR, Part 1926.62 does not apply. Contractors shall comply with exposure assessment criteria, interim worker protection, and other requirements of the regulation as necessary to protect workers during any renovation and/or demolition activities that will impact LBP.

If disturbed by demolition activities, LBP-coated building components should be segregated from the general demolition waste stream for sample collection and analysis by TCLP to determine proper off-site waste disposal. If disturbed and managed off-site, non-porous LBP-coated building materials (i.e., metals) may be segregated and recycled as scrap metal. Metal LBP-coated building components cannot be subject to grinding, sawing, drilling, sanding, or torch cutting.

The building is not considered a “child-occupied facility” and therefore, it is not subject to lead safe renovation requirements.

4 Waste Characterization for Lead

A waste is a solid or liquid material that serves no further purpose. Waste is defined by EPA to be hazardous if it contains certain properties that could pose dangers to human health and the environment after it is discarded. Waste that is ignitable, corrosive, reactive, or toxic is regulated under the EPA Hazardous Waste Regulations. TCLP is a method that extracts the compounds of interest in a standard way simulating landfill conditions (EPA Title 40 CFR, Part 261).

4.1 Sample Collection Methodology

On February 1, 2024, Mr. Pelletier and Mr. Sanders of Fuss & O'Neill collected representative aliquots of various LBP-coated building components throughout the building. Material substrates such as brick, concrete, and wood were segregated in accordance with LBP screening data. Representative aliquots were collected of the individual substrates/surfaces and composited based on their respective quantities into a single sample. The composite samples were analyzed by TCLP for lead as a representation of the total waste stream, prior to building demolition.

RIAL analyzed the composite samples. RIAL is a Rhode Island-licensed analytical laboratory. The samples were analyzed using EPA Method SW-846 6010C (Extraction Method 1311).

4.2 Results

In total, three (3) composite sample were collected and analyzed. The EPA Resource Conservation and Recovery Act (RCRA) regulations defines toxic concentrations for lead which is commonly identified in paint to greater than five milligrams per liter (> 5.0 mg/L), or parts per million (ppm).

The analytical results of the representative composite samples indicate the waste leaches lead at less than 5.0 mg/L and is therefore, not classified as a hazardous waste. Refer to *Appendix E* for the TCLP lead laboratory analytical report and chain-of-custody form.

4.3 Conclusion

Based on the TCLP laboratory analytical results of the representative waste stream composite samples, the waste generated during building demolition would not be classified by the EPA as hazardous waste.

5 Fluorescent Light Ballasts and Mercury-Containing Equipment

5.1 Fluorescent Light Ballasts

Fluorescent light ballasts manufactured prior to 1979 may contain capacitors that contain PCBs. Light ballasts installed as late as 1985 may contain PCB capacitors. Fluorescent light ballasts that are not labeled as “No PCBs” must be assumed to contain PCBs unless proven otherwise by quantitative analysis. Capacitors in fluorescent light ballasts labeled as non-PCB-containing may contain diethylhexyl phthalate (DEHP). DEHP was the primary substitute to replace PCBs for small capacitors in fluorescent lighting ballasts in use until 1991. DEHP is a toxic substance, a suspected carcinogen, and is listed under RCRA and the Superfund Law as a hazardous waste. Therefore, Superfund liability exists for landfilling both PCB- and DEHP-containing light ballasts. These listed materials are considered hazardous waste under RCRA and require special handling and disposal considerations.

5.2 Mercury-Containing Equipment

Fluorescent lamps/tubes are presumed to contain mercury vapor, which is a hazardous substance to both human health and the environment. Thermostatic controls and electrical switch gear may contain a vial or bulb of liquid mercury associated with the control. Mercury-containing equipment is regulated for proper disposal by EPA RCRA regulations.

5.3 Results

Between January 30, 2024, and February 1, 2024, Mr. Pelletier and Mr. Sanders of Fuss & O'Neill performed a visual inspection of representative fluorescent light fixtures to identify possible PCB-containing ballasts in the building. The inspection involved visually inspecting labels on representative light ballasts to identify manufacture dates and labels indicating “No PCBs”. Ballasts manufactured after 1991 were not listed as PCB- or DEHP-containing ballasts and were not quantified for disposal. An in-place inventory of the fluorescent lamps/tubes and other mercury-containing equipment was completed concurrently. Refer to **Table 3**, attached, for an inventory of fluorescent light ballast and mercury-containing equipment identified during the inspection.

5.4 Conclusions and Recommendations

Presumed PCB-containing fluorescent light ballasts and mercury-containing equipment were identified in the building during this inspection.

Fluorescent light ballasts marked as “No PCBs” with date labels indicating manufacture prior to 1991 are presumed to contain DEHP. DEHP-containing ballasts must be segregated for proper packaging, transporting, and disposal as non-PCB hazardous waste. Note that disposal requirements for DEHP-containing ballasts are slightly varied, and disposal costs are slightly less, when compared to PCB-containing light ballasts.

According to the EPA, mercury-containing equipment is characterized as a hazardous waste and mercury lamps/tubes are characterized as a Universal Waste. The mercury-containing equipment and fluorescent lamps/tubes identified in the proposed renovation areas must be recycled, reclaimed, or disposed as hazardous waste or Universal Waste prior to disturbance.

6 Polychlorinated Biphenyls (PCBs) Bulk Sample Analysis

On February 1, 2024, Mr. Tylar Pelletier and Mr. Jonathan Hand collected samples of source building materials for PCB analysis.

6.1 Background

Sampling of suspect PCB-containing building materials is presently not mandated by the EPA. However, significant liability risk exists for improperly disposing PCB-containing waste materials. Recent knowledge and awareness of PCBs within matrices such as caulking, glazing compounds, paints, adhesives, and ceiling tiles has become more prevalent, especially amongst remediation contractors, waste haulers, and disposal facilities.

Many property owners have become subject to large changes in schedule, scope, and costs as a result of failure to identify these possible contaminants prior to renovation or demolition. We recommended this testing as part of the work. This information serves as useful to significant impact and potential requirements for planning required by the EPA, which must be implemented if PCBs are identified at a project site.

The EPA requirements apply and require removal of PCBs once identified, regardless of project intent as an unauthorized use of PCBs. Therefore, if buildings are to remain for re-use and PCBs are identified, the EPA still requires PCB material removal once it is determined that PCBs are present. In addition to identification of source materials containing PCBs, if PCBs are present at certain concentrations, additional sampling and analysis of adjacent surfaces in contact with PCB sources, or which may have been contaminated from a source of PCBs (e.g., soil), must also be performed or remediated.

EPA requirements apply only if PCBs are present in concentrations above a specified level. Presently, PCB-containing materials at concentrations equal to or greater than (\geq) 50 parts per million (ppm), or equivalent units of milligrams per kilogram (mg/kg) are regulated. Note materials containing \geq 1 ppm, but less than ($<$) 50 ppm may also be regulated unless proven to be an “Excluded PCB Product”. The definition of an Excluded PCB Product includes those products or source of the products containing $<$ 50 ppm concentration PCBs that were legally manufactured, processed, distributed in commerce, or used before October 1, 1984.

6.2 Methodology

Sampling involved removal of bulk product materials (source materials) using hand tools to submit in bulk form for analysis. Fuss & O'Neill used disposable tools to collect these samples. The sampling tools were discarded after each individual sample was collected to avoid potential sample cross-contamination. Each sample was individually containerized, labeled, preserved with ice, and delivered to Rhode Island Analytical Laboratories, Inc. (RIAL) of Warwick, Rhode Island using proper chain-of-custody forms. The analytical method for analysis included extraction Method 3540C (Soxhlet) and analysis Method SW-846 8082.

6.3 Results

Utilizing the EPA protocol and criteria, the sampled source building materials were not determined to contain regulated concentrations of PCB.

Refer to **Table 4**, attached, for the complete list of PCB-containing and non-PCB-containing materials identified by sample identification, material type, sample location, PCB concentration, and substrate as part of this inspection.

Refer to *Appendix F* for laboratory analytical report and chain-of-custody form.

6.4 Conclusions and Recommendations

The analytical results indicated that none of the source building materials collected and analyzed contained regulated PCB concentrations (≥ 50 ppm).

Report prepared by Environmental Technician, Tylar Pelletier.

Reviewed by:



Jonathan L. Hand
Project Manager



Neal P. McMorrow
Assistant Project Manager

Tables

Table 1
Suspect Asbestos-Containing Materials Laboratory Analytical Data Summary

Former Urban League of Rhode Island
246 Prairie Avenue, Providence, RI

Rhode Island Department of Environmental Management
 March 2024
 Fuss & O'Neill Reference No. 20151007.U10

Sample Number	Material Type	NESHAP Category	Sample Location	Result	Comments
01A	Gray Exterior Door Caulking	Non-ACM	West Wing	ND	
01B	Gray Exterior Door Caulking	Non-ACM	South East Door	ND	
02A	Gray Exterior Window Caulk	Non-ACM	West Wing	ND	
02B	Gray Exterior Window Caulk	Non-ACM	South East Door	ND	
03A	Gray Exterior Door Caulk	Non-ACM	North Entrance	ND	
03B	Gray Exterior Door Caulk	Non-ACM	East Door	ND	
04A	Gray Control Joint Caulk	Non-ACM	North Exterior Wall	ND	
04B	Gray Control Joint Caulk	Non-ACM	East Exterior Wall	ND	
05A	Black Window Glazing Compound	Cat 2 NF	South East Wing	5.0-15.0% Chrysotile	
05B	Black Window Glazing Compound	Cat 2 NF	North Wing	Pos Stop	
06A	Gray Expansion-Joint Caulking	Non-ACM	Exterior Wall	ND	
06B	Gray Expansion-Joint Caulking	Non-ACM	Exterior Wall	ND	
7A	Gypsum Wallboard	Non-ACM	"Childrens Daycare"	ND	
7B	Gypsum Wallboard	Non-ACM	"Childrens Daycare"	ND	
08A	White Joint Compound	Non-ACM	"Childrens Daycare"	ND	
08B	White Joint Compound	Non-ACM	"Childrens Daycare"	ND	
09A	Gypsum Wallboard	Non-ACM	"Senior Help Center"	ND	
09B	Gypsum Wallboard	Non-ACM	"Senior Help Center"	ND	
10A	White Joint Compound	Non-ACM	"Senior Help Center"	ND	
10B	White Joint Compound	Non-ACM	"Senior Help Center"	ND	
11A	Gypsum Wallboard	Non-ACM	Unit 232-234	ND	
11B	Gypsum Wallboard	Non-ACM	Unit 232-234	ND	
12A	White Joint Compound	Non-ACM	Unit 232-234	ND	
12B	White Joint Compound	Non-ACM	Unit 232-234	ND	
13A	EIFS Gray Adhesive	Non-ACM	Exterior Back Entrance	ND	
13B	EIFS Gray Adhesive	Non-ACM	Exterior Back Entrance	ND	
14A	White Surfacing Material on EIFS	Non-ACM	Exterior Back Entrance	ND	
14B	White Surfacing Material on EIFS	Non-ACM	Exterior Back Entrance	ND	
14C	White Surfacing Material on EIFS	Non-ACM	Exterior Back Entrance	ND	
15A	Blue 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
15B	Blue 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	

Table 1
Suspect Asbestos-Containing Materials Laboratory Analytical Data Summary

Sample Number	Material Type	NESHAP Category	Sample Location	Result	Comments
16A	Yellow 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
16B	Yellow 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
17A	Red 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
17B	Red 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
18A	Green 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
18B	Green 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
19A	Beige 12" x 12" Floor Tile	Cat 2 NF	"Childrens Daycare"	5.0-15.0% Chrysotile	
19B	Beige 12" x 12" Floor Tile	Cat 2 NF	"Childrens Daycare"	Pos Stop	
20A	Gray 12" x 12" Floor Tile	Non-ACM	"Senior Help Center"	ND	
20B	Gray 12" x 12" Floor Tile	Non-ACM	"Senior Help Center"	ND	
21A	Cementitious Pipe Debris	Cat 2 NF	Exterior Back Side	5.0-20.0% Chrysotile	
21B	Cementitious Pipe Debris	Cat 2 NF	Exterior Back Side	Pos Stop	
22A	White Mudded Elbow	Non-ACM	"Childrens Daycare"	ND	
22B	White Mudded Elbow	Non-ACM	"Childrens Daycare"	ND	
22C	White Mudded Elbow	Non-ACM	"Childrens Daycare"	ND	
23A	White Joint Compound	Non-ACM	Unit 1 - Conference Room	ND	
23B	White Joint Compound	Non-ACM	Unit 1 - Hallway	ND	
24A	Gypsum Wallboard	Non-ACM	Unit 1 - Conference Room	ND	
24B	Gypsum Wallboard	Non-ACM	Unit 1 - Hallway	ND	
25A	2' x 2' White Suspended Ceiling Tile	Non-ACM	Unit 1 - Hallway	ND	
25B	2' x 2' White Suspended Ceiling Tile	Non-ACM	Unit 2 - Main Room	ND	
26A	Red 4" Baseboard	Non-ACM	Unit 1 - Conference Room	ND	
26B	Red 4" Baseboard	Non-ACM	Unit 3 - Main Office	ND	
27A	Brown Adhesive Associated with 26A/B	Non-ACM	Unit 1 - Conference Room	ND	
27B	Brown Adhesive Associated with 26A/B	Non-ACM	Unit 3 - Main Office	ND	
31A	Brown Mottled Floor Tile	Non-ACM	Unit 1 - Conference Room	ND	
28B	Tan Adhesive Associated with 26A/B	Non-ACM	Unit 3 - Main Office	ND	
29A	Brown Wallpanel Adhesive	Cat 2 NF	Unit 1 - Conference Room	5.0-15.0% Chrysotile	
29B	Brown Wallpanel Adhesive	Cat 2 NF	Unit 1 - Office 2	Pos Stop	
30A	Yellow Carpet Adhesive	Non-ACM	Unit 1 - Conference Room	ND	
30B	Yellow Carpet Adhesive	Non-ACM	Unit 3 - Main Office	ND	
31A	Brown Mottled Floor Tile	Non-ACM	Unit 1 - Kitchen	ND	
31B	Brown Mottled Floor Tile	Non-ACM	Unit 4 - Entrance	ND	
32A	Black Floor Tile Mastic Associated with 31A/B	Non-ACM	Unit 1 - Kitchen	ND	
32B	Black Floor Tile Mastic Associated with 31A/B	Non-ACM	Unit 4 - Entrance	ND	

Table 1
Suspect Asbestos-Containing Materials Laboratory Analytical Data Summary

Sample Number	Material Type	NESHAP Category	Sample Location	Result	Comments
33A	Gray Sink Undercoat	Non-ACM	Unit 1 - Kitchen	ND	
33B	Gray Sink Undercoat	Non-ACM	Unit 1 - Kitchen	ND	
34A	Brown 4" Baseboard	Non-ACM	"Childrens Daycare"	ND	
34B	Brown 4" Baseboard	Non-ACM	Unit 1 - Kitchen	ND	
35A	Tan Ceramic Wall Tile Thin-Set Mortar	Non-ACM	Unit 1 - Kitchen	ND	
35B	Tan Ceramic Wall Tile Thin-Set Mortar	Non-ACM	Unit 1 - Kitchen	ND	
36A	Gray Ceramic Floor Tile Grout	Non-ACM	Unit 1 - Restroom	ND	
36B	Gray Ceramic Floor Tile Grout	Non-ACM	Unit 2 - Restroom	ND	
37A	White Ceramic Wall Tile Thin-Set Mortar	Non-ACM	Unit 1 - Restroom	ND	
37B	White Ceramic Wall Tile Thin-Set Mortar	Non-ACM	Unit 2 - Restroom	ND	
38A	Gypsum Wallboard	Non-ACM	Unit 2 - Main Room	ND	
38B	Gypsum Wallboard	Non-ACM	Unit 2 - Side Room	ND	
39A	White Joint Compound	Non-ACM	Unit 2 - Main Room	ND	
39B	White Joint Compound	Non-ACM	Unit 2 - Side Room	ND	
40A	White 12" x 12" Floor Tile	Non-ACM	Unit 2 - Main Room	ND	
40B	White 12" x 12" Floor Tile	Non-ACM	Unit 2 - Side Room	ND	
41A	Tan Floor Tile Adhesive Associated with 40A/B	Non-ACM	Unit 2 - Main Room	ND	
41B	Tan Floor Tile Adhesive Associated with 40A/B	Non-ACM	Unit 3 - Main Office	ND	
42A	Black 4" Baseboard	Non-ACM	Unit 2 - Main Room	ND	
42B	Black 4" Baseboard	Non-ACM	Unit 3 - Main Office	ND	
44A	Yellow Wall Panel Adhesive	Non-ACM	Unit 2 - Back Office	ND	
44B	Yellow Wall Panel Adhesive	Non-ACM	Unit 4 - Side Office	ND	
44A	Gypsum Wallboard	Non-ACM	Unit 3 - Front Office	ND	
44B	Gypsum Wallboard	Non-ACM	Unit 3 - Side Office	ND	
45A	White Joint Compound	Non-ACM	Unit 3 - Front Office	ND	
45B	White Joint Compound	Non-ACM	Unit 3 - Side Office	ND	
46A	Asphaltic Through-Wall Flashing	Non-ACM	Unit 3 - Hole in Wall	ND	
46B	Asphaltic Through-Wall Flashing	Non-ACM	Unit 3 - Hole in Wall	ND	
47A	Black Window Glazing Compound	Cat 2 NF	Unit 2 - Window Wall	5.0-15.0% Chrysotile	
47B	Black Window Glazing Compound	Cat 2 NF	Unit 4 - Window Wall	Pos Stop	
48A	Gypsum Wallboard	Non-ACM	Unit 4 - Entrance	ND	
48B	Gypsum Wallboard	Non-ACM	Unit 4 - Hallway	ND	
49A	White Joint Compound	Non-ACM	Unit 4 - Entrance	ND	
49B	White Joint Compound	Non-ACM	Unit 4 - Hallway	ND	
50A	Gray 4" Baseboard	Non-ACM	Unit 4 - Men's Room	ND	

Table 1
Suspect Asbestos-Containing Materials Laboratory Analytical Data Summary

Sample Number	Material Type	NESHAP Category	Sample Location	Result	Comments
50B	Gray 4" Baseboard	Non-ACM	Unit 4 - Women's Room	ND	
51A	Black Asphaltic Roofing Layer on Metal Roof Deck	Cat 1 NF	Roof	<1.0% Chrysotile	
51B	Black Asphaltic Roofing Layer on Metal Roof Deck	Cat 1 NF	Roof	Pos Stop	
52A	Asphaltic Built-Up Roofing	Non-ACM	Exterior Roof Edges	ND	
52B	Asphaltic Built-Up Roofing	Non-ACM	Exterior Roof Edges	ND	
53A	Black Flashing Mastic/Adhesive	Cat 1 NF	Roof Vents	1.0-5.0% Chrysotile	
53B	Black Flashing Mastic/Adhesive	Cat 1 NF	Roof Vents	Pos Stop	
54A	Gray/Black Lap Sealant	Non-ACM	Exterior Roof	ND	
54B	Gray/Black Lap Sealant	Non-ACM	Exterior Roof	ND	
55A	Gray Roof Drain Caulking	Non-ACM	Exterior Roof	ND	
55B	Gray Roof Drain Caulking	Non-ACM	Exterior Roof	ND	
56A	Lap-Seam Sealant Roof, South	Non-ACM	Exterior Roof	ND	
56B	Lap-Seam Sealant Roof, North	Non-ACM	Exterior Roof	ND	

Cat 1 NF = Category I Non-Friable Material

Cat 2 NF = Category II Non-Friable Material

Pos Stop = Positive Stop

ND = None Detected

ACM = Asbestos-Containing Material

ACWM = Asbestos-Containing Waste Material

TEM = Transmission Electron Microscopy

Table 2
Asbestos-Containing Materials Summary

**Former Urban League of Rhode Island
264 Prairie Avenue
Providence, Rhode Island**

Rhode Island Department of Environmental Management
March 2024
Fuss & O'Neill Reference No. 20151007.U10

Asbestos-Containing Material Type	Locations(s)	Asbestos Content	Estimated Total Quantity	Comments
Black Window Glazing Compound	Exterior Windows & Interior Window Walls of Office Spaces	5.0-15.0% Chrysotile	20 EA	
Beige 12" x 12" Floor Tile	Children's Daycare	5.0-15.0% Chrysotile	21,000 SF	
Cementitious Pipe Debris	Exterior on Ground at East Lot	5.0-20.0% Chrysotile	<2 CY	
Brown Wallpanel Adhesive	Unit 1 - Conference Room & Office 2	5.0-15.0% Chrysotile	75 SF	
Black Asphaltic Roofing Layers on Metal Roof Deck	Roof	<1.0% Chrysotile	48,000 SF	Material should be removed and disposed of as an ACM
Black Flashing Mastic/Adhesive	Roof Perimeter Edge	1.0-5.0% Chrysotile	3,500 SF	

EA = Each, SF = Square Feet

ACM = Asbestos-Containing Material

Table 3
Fluorescent Light Ballast and Mercury-Containing Equipment Inventory Summary

Type	Estimated Quantity
Presumed PCB-Containing	150
2' Light Tube	100
4' Light Tube	200
8' Light Tube	50
Thermostatic Controller	5

Table 4
PCB-Containing Source Material Analytical Results Summary

Material Type	Sample Location	Sample No.	PCB Content (mg/kg)	Substrate
Gray Door Caulking	Exterior South/West	01	<0.10	Metal/CMU
Gray Control Joint Caulking	Exterior West	02	<0.10	CMU (Fluted)
Gray Control Joint Caulking	Exterior West	03	<0.10	CMU (Square)
Brown Door Caulking	Exterior West	04	<0.10	Metal/CMU
Brown Window Caulking	Exterior West (North Face)	05	<0.10	CMU (Square)/Metal
Gray Window Caulking	Exterior West	06	<0.10	CMU (Fluted)/Metal
Black Window Glazing Compound*	Exterior West	07	<0.10	Metal/CMU
Gray Control Joint Caulking	Exterior West	08	<0.10	CMU/CMU

mg/kg = Milligrams per Kilogram

*Material contains or is assumed to contain asbestos

Appendix A

Limitations

APPENDIX A

Former Urban League of Rhode Island Property Providence, Rhode Island

1. This environmental report has been prepared for the exclusive use of the Client, and is subject to, and is issued in connection with, the general terms and conditions of the original Agreement (March 22, 2023) and all of its provisions. Any use or reliance upon information provided in this report, without the specific written authorization of the Client and Fuss & O'Neill, shall be at the User's individual risk. This report should not be used as an abatement specification. All quantities of materials identified during this inspection are approximate.
2. Fuss & O'Neill has obtained and relied upon laboratory analytical results in conducting the inspection. This information was used to form conclusions regarding the types and quantities of ACM, LBP, and PCB source materials that must be managed prior to renovation or demolition activities that may disturb these materials at the subject property(ies), and waste stream characterization for leachable lead. Fuss & O'Neill has not performed an independent review of the reliability of this laboratory data.
3. Unless otherwise noted, only suspect hazardous materials associated within or located on the building (aboveground) were included in this inspection. Suspect hazardous materials may exist below the ground surfaces that were not included in the scope of work of this inspection. Fuss & O'Neill cannot guarantee all asbestos or suspect hazardous materials were identified within the areas included in the scope of work. Only visible and accessible areas were included in the scope of work for this inspection.
4. The findings, observations, and conclusions presented in this report are limited by the scope of services outlined in our original Agreement, which reflects schedule and budgetary constraints imposed by the Client. Furthermore, the assessment has been conducted in accordance with generally accepted environmental practices. No other warranty, expressed or implied, is made.
5. The conclusions presented in this report are based solely upon information gathered by Fuss & O'Neill to date. Should further environmental or other relevant information be discovered at a later date, the Client should immediately bring the information to Fuss & O'Neill's attention. Based upon an evaluation and assessment of relevant information, Fuss & O'Neill may modify the report and its conclusions.

Appendix B

Fuss & O'Neill Asbestos Inspector Licenses & EPA Accreditations

Rhode Island Department of Health

Asbestos Program

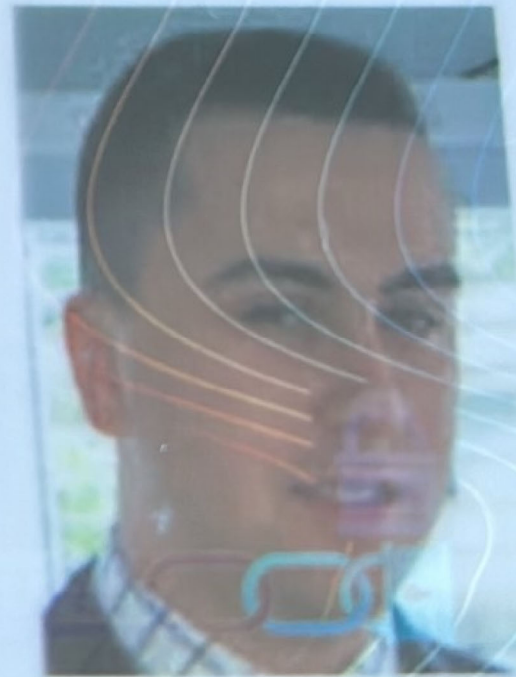
Asbestos Inspector

TYLAR PELLETIER

Exp. Date: **10/31/2024**

License #: **AI01109**

Member of C.O.N.E.S.





This is to certify that

Tylar J. Pelletier

933 McKinstry Avenue, Chicopee, MA 01020



*has completed requisite training by Video Conference, and has passed an examination for
reaccreditation as:*

Asbestos Inspector Refresher

pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

Course Location

Zoom Video Conference

Institute for Environmental Education 16 Upton Drive Wilmington, MA 01887

March 3, 2023

Course Dates

23-4801-106-402724

Certificate Number

March 03, 2023

Examination Date

March 03, 2024

Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetrains.com

INSTITUTE FOR ENVIRONMENTAL EDUCATION

Appendix C

Asbestos Laboratory Analytical Report & Chain-of-Custody Form

LABORATORY REPORT

Fuss & O Neill
Attn: Jon Hand
108 Myrtle Street
Quincy, MA 02171

Date Received: 2/2/2024
Date Reported: 2/9/2024
Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

Analysis by Polarized Light Microscopy (PLM) was performed in accordance with EPA 40 CFR Appendix E to Subpart E of Part 763 and/or EPA 600/R-93/116.

R.I. Analytical Laboratories, Inc. maintains bulk asbestos fiber NVLAP accreditation under Lab Code 101440-0. This report does not serve as a product certification, approval, and/or endorsement by NVLAP, NIST, or any federal agency.

The sample(s) submitted for analysis were accepted by R.I. Analytical unless otherwise noted in the report. If a sample is found to be inhomogeneous, individual components will be analyzed separately. If individual components cannot be separated, the sample will be homogenized and a single result will be provided. These results only pertain to the samples submitted for this Work Order # and this report shall not be reproduced except in its entirety.

In accordance with EPA guidelines, vermiculite materials should be assumed to contain asbestos even if PLM analysis reports asbestos not detected. All NOB (Non-Friable Organically Bound) materials such as vinyl floor tile, vinyl sheet flooring, glues, and mastics, that test as <1% asbestos, trace asbestos and no asbestos detected, should be further analyzed by TEM (Transmission Electron Microscopy).

Samples submitted for analysis will be retained for three months for future reference.

We certify that the following results are true and accurate to the best of our knowledge. If you have questions or need further assistance, please contact our Customer Service Department.

Approved by:



Asbestos Signatory

R.I. Analytical Laboratories, Inc.

LABORATORY REPORT

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
001	01A Gray Exterior Door Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
002	01B Gray Exterior Door Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
003	02A Gray Exterior Window Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
004	02B Gray Exterior Window Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
005	03A Gray Exterior Door Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
006	03B Gray Exterior Door Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.

LABORATORY REPORT

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
007	04A Gray Control Joint Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
008	04B Gray Control Joint Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
009	05A Black Window Glazing Compound	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
010	05B Black Window Glazing Compound	PLM Fiber Analysis			
	Positive stop to previous sample.				
011	06A Gray Expansion Joint Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
012	06B Gray Expansion Joint Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.

LABORATORY REPORT

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
013	7A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	1-5 %	2/9/2024	KMG
		Non-fibrous	95-99 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
014	7B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	1-5 %	2/9/2024	KMG
		Non-fibrous	95-99 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
015	08A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
016	08B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
017	09A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	1-5 %	2/9/2024	KMG
		Non-fibrous	95-99 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.

LABORATORY REPORT

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
018	09B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	1-5 %	2/9/2024	KMG
		Non-fibrous	95-99 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
019	10A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
020	10B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
021	11A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
022	11B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
023	12A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.

LABORATORY REPORT

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
024	12B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
025	13A EFIS Gray Adhesive	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
026	10B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
027	14A White Surfacing Material on EFIS	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
028	14B White Surfacing Material on EFIS	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
029	14C White Surfacing Material on EFIS	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG

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METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
030	15A Blue 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Blue	2/9/2024	KMG
031	15B Blue 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Blue	2/9/2024	KMG
032	16A Yellow 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
033	16B Yellow 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
034	17A Red 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Red	2/9/2024	KMG
035	17B Red 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Red	2/9/2024	KMG

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METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
036	18A Green 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Green	2/9/2024	KMG
037	18B Green 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Green	2/9/2024	KMG
038	19A Beige 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Beige	2/9/2024	KMG
039	19B Beige 12x12 Floor Tile	PLM Fiber Analysis			
	Positive stop to previous sample.				
040	20A Gray 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
041	20B Gray 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

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METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
042	21A Cementitious Pipe Debris	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	5-15 %	2/9/2024	KMG
		Crocidolite	1-5 %	2/9/2024	KMG
		Non-fibrous	80-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
043	21B Cementitious Pipe Debris	PLM Fiber Analysis			
	Positive stop to previous sample.				
044	22A White Mudded Elbow	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Glass Fiber	50-60 %	2/9/2024	KMG
		Non-fibrous	40-50 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
045	22B White Mudded Elbow	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Glass Fiber	50-60 %	2/9/2024	KMG
		Non-fibrous	40-50 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
046	22C White Mudded Elbow	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Glass Fiber	50-60 %	2/9/2024	KMG
		Non-fibrous	40-50 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
047	23A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG

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METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
048	23B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
049	24A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
050	24B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
051	25A 2'x2' White Suspended Ceiling Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Glass Fiber	40-60 %	2/9/2024	KMG
		Non-fibrous	40-60 %	2/9/2024	KMG
052	25B 2'x2' White Suspended Ceiling Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Glass Fiber	40-60 %	2/9/2024	KMG
		Non-fibrous	40-60 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.**LABORATORY REPORT**

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METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
053	26A Red 4" Cove Base	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Red	2/9/2024	KMG
054	26B Red 4" Cove Base	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Red	2/9/2024	KMG
055	27A Brown Adhesive assoc. w/ 26A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
056	27B Brown Adhesive assoc. w/ 26A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
057	31A Brown Mottled floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG
058	28B Tan Adhesive assoc. w/ 26A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG

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LABORATORY REPORT

Fuss & O Neill

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Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
059	29A Brown Wallpanel Adhesive	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
060	29B Brown Wallpanel Adhesive	PLM Fiber Analysis			
	Positive stop to previous sample.				
061	30A Yellow Carpet Adhesive	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
062	30B Yellow Carpet Adhesive	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
063	31A Brown Mottled floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
064	31B Brown Mottled floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
065	32A Black Floor Tile Mastic assoc. w/ 31A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG

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LABORATORY REPORT

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SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
066	32B Black Floor Tile Mastic assoc. w/ 31A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
067	33A Gray Sink Undercoat	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
068	33B Gray Sink Undercoat	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
069	34A Brown 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
070	34B Brown 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
071	35A Tan Ceramic Wall Tile Thinsset	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG

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METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
072	35B Tan Ceramic Wall Tile Thinset	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG
073	36A Gray Ceramic Floor Tile Grout	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
074	36B Gray Ceramic Floor Tile Grout	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
075	37A White Ceramic Wall Tile Thinset	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
076	37B White Ceramic Wall Tile Thinset	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
077	38A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

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SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
078	38B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
079	39A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
080	39B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
081	40A White 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
082	40B White 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
083	41A Tan Floor Tile Adhesive assoc. w/ 40A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG

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SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
084	41B Tan Floor Tile Adhesive assoc. w/ 40A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG
085	42A Black 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
086	42B Black 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
087	44A Yellow Wall Panel Adhesive	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
088	44B Yellow Wall Panel Adhesive	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
089	44A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

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SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
090	44B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
091	45A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
092	45B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
093	46A Asphaltic Through-Wall Flashing	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
094	46B Asphaltic Through-Wall Flashing	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
095	47A Black Window Glazing Compound	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.**LABORATORY REPORT**

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
096	47B Black Window Glazing Compound	PLM Fiber Analysis			
Positive stop to previous sample.					
097	48A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
098	48B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
099	49A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
100	49B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
101	50A Gray 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.

LABORATORY REPORT

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
102	50B Gray 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
103	51A Black Asphaltic Layer on Metal Roof Deck	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	<1 %	2/9/2024	KMG
		Non-fibrous	>99 %	2/9/2024	KMG
	Sample Color	Black	2/9/2024	KMG	
104	51B Black Asphaltic Layer on Metal Roof Deck	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	<1 %	2/9/2024	KMG
		Non-fibrous	>99 %	2/9/2024	KMG
	Sample Color	Black	2/9/2024	KMG	
105	52A Asphaltic Built-Up Roofing	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
	Sample Color	Black	2/9/2024	KMG	
106	52B Asphaltic Built-Up Roofing	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
	Sample Color	Black	2/9/2024	KMG	
107	53A Black Flashing Material	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	1-5 %	2/9/2024	KMG
		Non-fibrous	95-99 %	2/9/2024	KMG
	Sample Color	Black	2/9/2024	KMG	

R.I. Analytical Laboratories, Inc.**LABORATORY REPORT**

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
108	53B Black Flashing Material	PLM Fiber Analysis			
Positive stop to previous sample.					
109	54A Gray/Black Lap Sealant	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
110	54B Gray/Black Lap Sealant	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
111	55A Gray Roof Drain Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
112	55B Gray Roof Drain Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
113	56A Lap Seam Sealant Roof, South	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
114	56B Lap Seam Sealant Roof, North	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG



108 Myrtle Street, Suite 502, Quincy, MA 02171

Phone (617) 282-4675 Fax (617) 282-8253

Asbestos Bulk Sample Chain-of-Custody Form

Sheet 1 of 7

Project Name: Urban League of RI Project No.: 20151007.410 Task: _____

Building Name/Number: _____ Project Manager: J. Hand

Site Address: 246 Prairie Avenue, Providence, RI Total # of Samples: 112

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/Quantities
1 01A -01/31/24-TD	Gray Exterior Door Caulking	West Wing	
2 01B		South East Door	
3 02A -	Gray Ext. Window Caulk	west wing	
4 02B		South East Wing	
5 03A -	Black Int Door Caulk	North Entrance	
6 03B -	" "	West Door	
7 04A	Gray Control Joint Caulk	North Ext Wall	
8 04B	" "	East Ext Wall	
9 05A	Black Window Glazing Compound	South East Wing	
10 05B	" "	North Wing	
11 06A	Gray Expansion Joint	Exterior Wall	
12 06B	Caulking ↓	↓	
13 07A	Gypsum Wallboard	"Childrens Playcare"	
14 07B	↓	↓	
15 08A	white Joint Compound		
16 08B	↓	↓	

Analysis Method: PLM TEM Other _____ Turnaround Time: 1 week

Email Results to: JHand@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (★) by TEM NOB on a 48 hr turnaround time. Analyze a MAXIMUM of 20 samples by TEM in noted order.

Samples Collected by: Tyler Pelletier Date: 01/31/24

Samples Sent by: Tyler Pelletier Date: 02/01/24 Time: 0 1600

Shipped To: EMSL Other RIAL

Method of Shipment: Fed Ex Lab Drop Off Other 2402-04819 502921

Rec: MEW 2/2/24 12:00
2077



Asbestos Bulk Sample Chain-of-Custody Form

Sheet 2 of 7

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/ Quantities
17 09A - 013124 - TP	Gypsum Wallboard	"Senior Help Center"	
18 09B -	↓	↓	
19 10A -	White Joint Compound		
20 10B -	↓	↓	
21 11A -	Gypsum Wallboard	Unit 232-234	
22 11B -	↓	↓	
23 12A -	White Joint Compound		
24 12B -	↓	↓	
25 13A -	EFIS Gray Adhesive	Exterior Back entrance	
26 13B -	↓	↓	
27 14A -	White Surfacing Material		
28 14B -	on EFIS		
29 14C -	↓	↓	
30 15A	Blue 12"x12" Floor tile	"Childrens Daycare"	
31 15B	↓	↓	
32 16A	Yellow 12"x12" Floor tile		

Analysis Method: PLM TEM Other _____ Turnaround Time: _____

Email Results to: _____@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (★) by TEM NOB on a _____ turnaround time. Analyze a MAXIMUM of _____ samples by TEM in noted order.

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: Fed Ex Lab Drop Off Other 2402-01819 ^{EX} 2,9,21

240202077
Rec: MEX 2/2/24 12:00
Via fed ex



Asbestos Bulk Sample Chain-of-Custody Form

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/Quantities
33 16B - 013124-TP	yellow 12"x12" floor tile	"childrens Daycare"	
34 17A -	Red 12"x12" floor tile		
35 17B -	↓		
36 18A -	Green 12"x12" floor tile		
37 18B -	↓		
38 19A -	Beige 12"x12" floor tile		
39 19B -			
40 20A -	Gray 12"x12" floor tile	"senior Help center"	
41 20B -	↓		
42 21A -	Cementitious Pipe Debris	Exterior Back side	
43 21B -	↓		
44 22A -	White mudded elbow	"children Daycare"	only seen Hepo
* 22B - 45	Insulation		* Dash 111 MEW z/s
46 22C -	White Joint compound		
47 23A -	white joint compound	Unit 1 - Conference Room	
* 23B - 48	↓	unit 1 - Hallway	* Dash 112 z/s

Analysis Method: PLM TEM Other _____

Turnaround Time: _____ missed in LIMS added after

Email Results to: _____@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (*) by TEM NOB on a _____ turnaround time. Analyze a MAXIMUM of _____ samples by TEM in noted order.

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: Fed Ex Lab Drop Off Other 2402-01819 EN 29.24 02077

Rec: MEW 2/2/24 12:00 via Fed ex



108 Myrtle Street, Suite 502, Quincy, MA 02171

Phone (617) 282-4675 Fax (617) 282-8253

Asbestos Bulk Sample Chain-of-Custody Form

Sheet 4 of 7

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/Quantities
24A - 013124-TP	Gypsum wall board	Unit 1 - Conference Room	
24B - 50	↓	Unit 1 - Hallway	
25A - 51	2' x 2' white dot & fissure suspended ceiling tile	Unit 1 - Hallway	
25B - 52	↓	Unit 2 - Main Room	
26A - 53	Red 4" cae base	(Unit 1 - Conference Room)	
26B - 54	↓	(Unit 3 - main office)	
27A - 55	Brown Adhesive assoc. w/ 26A/B	↓	
27B - 56			
28A - 57	Tan Adhesive assoc. w/ 26A/B	↓	
28B - 58			
29A - 59	Brown Wallpanel adhesive	Unit 1 - Conference Room	
29B - 60	↓	Unit 1 - office 2	
30A - 61	yellow Carpet Adhesive	Unit 1 - Conference	
30B - 62	↓	Unit 3 - main office	
31A - 63	12" x 12" Brown mottled floor tile	Unit 1 - kitchen	
31B - 64	↓	Unit 4 - Entrance	

Analysis Method: PLM TEM Other _____ Turnaround Time: _____

Email Results to: _____@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (★) by

TEM NOB on a _____ turnaround time. Analyze a MAXIMUM of _____ samples by TEM in noted order.

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: FedEx Lab Drop Off Other 2402-01819 ED 2/24/24 02077

Rec = Mew 2/2/24 1200 via fed ex



Asbestos Bulk Sample Chain-of-Custody Form

Sheet 5 of 7

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/Quantities
65 32A - 03/24-TP	Black Floor tile mastic	unit 1 - kitchen	
32B - 66	assoc. w/ 31A/B ↓	unit 4 - Back Entrance	
33A - 67	Gray Sink Undercoat	unit 1 - kitchen	
33B - 68	↓	↓	
34A - 69	Brown 4" Casabase	"childrens daycare"	
34B - 70	↓	unit 1 - kitchen	
35A - 71	Tan Ceramic Walltile	↓	
35B - 72	Thinset ↓	↓	
36A - 73	Gray Ceramic floor tile	(unit 1 - Restroom)	
36B - 74	Grout ↓	(unit 2 - Restroom)	
37A - 75	White Ceramic floor tile	↓	
37B - 76	Thinset ↓	↓	
38A - 77	Gypsum Wallboard	(unit 2 - main Room)	
38B - 78	↓	(unit 2 - side Room)	
39A - 79	White Joint Compound	↓	
39B - 80	↓	↓	

Analysis Method: PLM TEM Other _____ Turnaround Time: _____

Email Results to: _____@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (★) by TEM NOB on a _____ turnaround time. Analyze a MAXIMUM of _____ samples by TEM in noted order.

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: Fed Ex Lab Drop Off Other 2402-D1819 ^{EN} 2/7/24

Rec: MEW 2/2/24 1200
Via Fed ex

-02077



Asbestos Bulk Sample Chain-of-Custody Form

Sheet 6 of 7

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/Quantities
40A - 013124 - TD	White 12"x12" Floor tile	(Unit 2 - Main Room)	
40B - 82	↓	(Unit 2 - Side Room)	
41A - 83	Tan floor tile adhesive.	↓	
41B - 84	assoc. w/ 40A/B ↓	(Unit 2 - Main Room)	
42A - 85	Black 4" Carbase	(Unit 3 - Main office)	
42B - 86	↓	↓	
43A - 87	yellow wall panel adhesive ↓	unit 2 - Back office	
43B - 88	↓	unit 4 - side office	
44A - 89	Gypsum wallboard ↓	(unit 3 - front office)	
44B - 90	↓	(unit 3 - side office)	
45A - 91	white joint compound ↓	↓	
45B - 92	↓	↓	
46A - 93	Asphaltic Through-Wall Flashing ↓	unit 3 - Hole in wall	
46B - 94	↓	↓	
47A - 95	Black window glazing compound ↓	unit 2 - window wall	
47B - 96	↓	unit 4 - window wall	

Analysis Method: PLM TEM Other _____ Turnaround Time: _____

Email Results to: _____ @fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: ~~Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (★) by TEM NOB on a [] turnaround time. Analyze a MAXIMUM of [] samples by TEM in noted order.~~

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: Fed Ex Lab Drop Off Other 2402-01819 EN 2.9.24

Rec: MEL 2/2/24 1200 2402-02077 via fed ex



Asbestos Bulk Sample Chain-of-Custody Form

Sheet 87 of 7

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/Quantities
48A - 013124 - TP	Gypsum Wallboard	(Unit 4 - Entrance)	
48B - 98	↓	(Unit 4 - Hallway)	
49A - 99	White Joint Compound	↓	
49B - 100	↓	↓	
50A - 101	Gray 4" Covebase	unit 4 - mens room	
50B - 102	↓	unit 4 - womens room	
51A - 103	Black Asphaltic layer	Ext. Roof	
51B - 104	↓ on metal roof deck	↓	
52A - 105	Asphaltic Built-up Roofing	Ext Roof Edges	
52B - 106	↓	↓	
53A - 107	Black Flashing material	Ext Roof vents	
53B - 108	↓	↓	
54A - 109	Gray/Black Lap Sealant	Ext Roof	
54B - 110	↓	↓	
55A - 111	Grey Roof Drain Caulk		
55B - 112	↓		

55B, 24
2
+ 56 A/B sealant
56a Black lap sealant North
56b - Black lap sealant - South
Per Jon Hand

Analysis Method: PLM TEM Other _____

Turnaround Time: _____

Email Results to: _____@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (★) by TEM NOB on a _____ turnaround time. Analyze a MAXIMUM of _____ samples by TEM in noted order.

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: Fed Ex Lab Drop Off Other 2402-01819 EN 2/2/24 02077

Rec: M&W 2/2/24 12:00

Appendix D

XRF Lead-Based Paint Screening Field Data Sheets



Inspector: _____ XRF Lead-Based Paint Screening Field Data Sheet Page 1 of

Project Name: _____ XRF Model: RMD-1157 Serial: 3241R

Building Name/Number: _____ Date: _____

Site Address: _____ Project Number: _____

Project Manager: Dustin Diedricksen

XRF Calibration Check - RMD (0.7 to 1.3 mg/cm² inclusive)

Start Check
Finish Check

First Reading	Second Reading	Third Reading	Average

Room	Side	Surface/Component	Color	Substrate*	XRF Reading	Positive
Unit 1 Entrance Door		Door	Blue	M	-0.1	
Unit 1 Entrance Door Frame		Frame	Black	M	-0.1	
Unit 1 Door		Wall	White	D	-0.2	
Unit 1 Door		Door	White	M	-0.2	
Unit 1 Mens BR		Frame	White	M	-0.1	
Unit 1 Mens BR		Wall	White	M	-0.2	
Unit 250 Entrance Door		Frame	Beige	D	-0.2	
Unit 250 Entrance Door		Door	White	M	-0.2	
Unit 250 Entrance Door		Door	Green	M	-0.2	
Unit 250 Door Entrance		Frame	White	M	0.1	
Unit 250 Main Room		Wall	Black	M	-0.2	
Unit 250 Main Room		Wall	Green	C	0.1	
Unit 250 sidewalk		Wall	Black	C	0.1	
Unit 250 Main room		Wall	Light Green	D	-0.2	
Unit 246 Main Room		Wall	Yellow	C	-0.1	
Unit 246 Main Room		Wall	Black	D	-0.1	
Unit 246 Office		Wall	White	C	-0.2	
Unit 246 Office		Wall	White	D	0.1	
Unit 246 Office		Wall	Perch	C	0.1	
Unit 246 Door		Wall	Perch	D	0.1	
Unit 246 Door		Door	Blue	M	-0.2	
Unit 246 Door		Frame	White	M	-0.1	

* Substrate Type: M = Metal, W = Wood, P = Plaster, D = Drywall, C = Concrete, B = Brick, CMU = Concrete Masonry Unit, A = Aluminum, CT = Ceramic Tile
N/A = Not Accessible, N/C = Not Coated, COV = Covered, VR = Vinyl Replacement, POS = Positive



XRF Lead-Based Paint Screening Field Data Sheet

Inspector: _____ XRF Model: RMD-1157 Serial: 3241R

Project Name: _____ Date: _____

Building Name/Number: _____ Project Number: _____

Site Address: _____ Project Manager: Dustin Diedricksen

XRF Calibration Check - RMD (0.7 to 1.3 mg/cm² inclusive)

Start Check

Finish Check

First Reading	Second Reading	Third Reading	Average

Room	Side	Surface/Component	Color	Substrate*	XRF Reading	Positive
Unit 1 Entrance Door		Door	Blue	M	-0.1	
Unit 1 Entrance Door frame		Frame	Black	M	-0.1	
Unit 1		Wall	White	D	-0.2	
Unit 1 Door		Door	White	M	-0.2	
Unit 1 Door		Frame	White	M	-0.1	
Unit 7 Mens BR		Wall	Buge	D	-0.2	
Unit 7 Mens BR		Frame	White	M	-0.2	
Unit 250 Entrance Door		Door	Green	M	0.1	
Unit 250 Entrance Door		Door	white	M	-0.2	
Unit 250 Entrance Door		Frame	Black	M	0.1	
Unit 250 Door Entrance		Wall	Green	C	0.1	
Unit 250 Main Room		Wall	Black	C	-0.2	
Unit 250 Main Room		Wall	Light Green	D	-0.2	
Unit 250 sidewalk		Wall	Yellow	C	-0.1	
Unit 250 Main room		Wall	Black	D	-0.1	
Unit 246 Main Room		Wall	White	C	-0.2	
Unit 246 Main Room		Wall	White	D	-0.1	
Unit 246 Office		Wall	Perch	C	0.1	
Unit 246 Office		Wall	Perch	D	0.1	
Unit 246 Door		Door	Blue	M	-0.2	
Unit 246 Door		Frame	White	M	-0.1	

* Substrate Type: M = Metal, W = Wood, P = Plaster, D = Drywall, C = Concrete, B = Brick, CMU = Concrete Masonry Unit, A = Aluminum, CT = Ceramic Tile
N/A = Not Accessible, N/C = Not Coated, COV = Covered, VR = Vinyl Replacement, POS = Positive

Appendix E

TCLP Laboratory Analytical Report & Chain-of-Custody Form



R.I. ANALYTICAL
Specialists in Environmental Services

LABORATORY REPORT

Fuss & O Neill
Attn: Jon Hand
108 Myrtle Street, Suite 502
Quincy, MA 02171

Date Received: 2/2/2024
Date Reported: 2/12/2024
P.O. Number

Work Order #: 2402-01783

Project Name: PROJECT #20151007. U10 URBAN LEAGUE OF RI - 246 PRARIE AVE

Enclosed are the analytical results and Chain of Custody for your project referenced above. The sample(s) were analyzed by our Warwick, RI laboratory unless noted otherwise. When applicable subcontracted results are noted and subcontracted reports are enclosed in their entirety.

All samples were analyzed within the established guidelines of US EPA approved methods with all requirements met, unless otherwise noted at the end of a given sample's analytical results or in a case narrative.

The Detection Limit is defined as the lowest concentration of an analyte that can be reliably detected under routine laboratory conditions. The Reporting Limit is the minimum concentration that can be reliably quantified under routine laboratory conditions.

These results only pertain to the samples submitted for this Work Order # and this report shall not be reproduced except in its entirety.

We certify that the following results are true and accurate to the best of our knowledge. If you have questions or need further assistance, please contact our Customer Service Department.

Approved by:

Kristin Phelan
Data Reporting Manager

Laboratory Certification Numbers (as applicable to sample's origin state):
Warwick RI * RI LAI00033, MA M-RI015, CT PH-0508

Report Qualifiers & Abbreviations

These qualifiers/abbreviations may or may not be present in this report.

Qualifier	Descriptions
*	Recovery outside of acceptance limits
B	Analyte detected in method blank at a level about the detection limit
D	Surrogate diluted out to reach a parameter result within the instrument calibration curve
E	Parameter result exceeds calibration curve
J	Estimated result based on MDL

Abbreviation	Definition
BLK	Method Blank
CFU	Colony Forming Unit
DF	Dilution Factor
DL	Detection Limit
LCS(D)	Laboratory Control Standard (Duplicate)
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
MDL	Method Detection Limit
MPN	Most Probable Number
MS(D)	Matrix Spike (Duplicate)
QC	Quality Control
RPD	Relative Percent Difference
TIC	Tentatively Identified Compound
TNTC	Too Numerous to Count
*CS	Field data provided by the client

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-01783

Project Name: PROJECT #20151007. U10 URBAN LEAGUE OF RI - 246 PRARIE AVE

Sample Number: 001
Sample Description: 01-TP-020124 URBAN LEAGUE OF RI - ASSOC. BUILDING MATERIALS
Sample Type : GRAB
Sample Date / Time : 2/01/2024 @ 11:00

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
TCLP Metals						
Lead	<0.25	0.25	mg/L	SW-846 6010C	2/9/2024 13:28	KK
ICP Digestion				SW-846 3010A	2/9/2024 9:00	KK
TCLP Extraction	Extracted			SW-846 1311	2/7/2024 15:00	BRB

Sample Number: 002
Sample Description: 02-TP-020124 URBAN LEAGUE OF RI - ASSOC. BUILDING MATERIALS
Sample Type : GRAB
Sample Date / Time : 2/01/2024 @ 11:00

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
TCLP Metals						
Lead	<0.25	0.25	mg/L	SW-846 6010C	2/9/2024 13:30	KK
ICP Digestion				SW-846 3010A	2/9/2024 9:00	KK
TCLP Extraction	Extracted			SW-846 1311	2/7/2024 15:00	BRB

Sample Number: 003
Sample Description: 03-TP-020124 URBAN LEAGUE OF RI - ASSOC. BUILDING MATERIALS
Sample Type : GRAB
Sample Date / Time : 2/01/2024 @ 11:00

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
TCLP Metals						
Lead	<0.25	0.25	mg/L	SW-846 6010C	2/9/2024 13:32	KK
ICP Digestion				SW-846 3010A	2/9/2024 9:00	KK
TCLP Extraction	Extracted			SW-846 1311	2/7/2024 15:00	BRB

Appendix F

PCB Laboratory Analytical Report & Chain-of-Custody Form



LABORATORY REPORT

Fuss & O Neill
Attn: Jon Hand
108 Myrtle Street
Quincy, MA 02171

Date Received: 2/10/2024
Date Reported: 2/21/2024
P.O. Number

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Enclosed are the analytical results and Chain of Custody for your project referenced above. The sample(s) were analyzed by our Warwick, RI laboratory unless noted otherwise. When applicable subcontracted results are noted and subcontracted reports are enclosed in their entirety.

All samples were analyzed within the established guidelines of US EPA approved methods with all requirements met, unless otherwise noted at the end of a given sample's analytical results or in a case narrative.

The Detection Limit is defined as the lowest concentration of an analyte that can be reliably detected under routine laboratory conditions. The Reporting Limit is the minimum concentration that can be reliably quantified under routine laboratory conditions.

These results only pertain to the samples submitted for this Work Order # and this report shall not be reproduced except in its entirety.

We certify that the following results are true and accurate to the best of our knowledge. If you have questions or need further assistance, please contact our Customer Service Department.

Approved by:

A handwritten signature in black ink that reads "Kristin Phelan".

Kristin Phelan
Data Reporting Manager

Laboratory Certification Numbers (as applicable to sample's origin state):
Warwick RI * RI LAI00033, MA M-RI015, CT PH-0508

Report Qualifiers & Abbreviations

These qualifiers/abbreviations may or may not be present in this report.

Qualifier	Descriptions
*	Recovery outside of acceptance limits
B	Analyte detected in method blank at a level about the detection limit
D	Surrogate diluted out to reach a parameter result within the instrument calibration curve
E	Parameter result exceeds calibration curve
J	Estimated result based on MDL

Abbreviation	Definition
BLK	Method Blank
CFU	Colony Forming Unit
DF	Dilution Factor
DL	Detection Limit
LCS(D)	Laboratory Control Standard (Duplicate)
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
MDL	Method Detection Limit
MPN	Most Probable Number
MS(D)	Matrix Spike (Duplicate)
QC	Quality Control
RPD	Relative Percent Difference
TIC	Tentatively Identified Compound
TNTC	Too Numerous to Count
*CS	Field data provided by the client

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Sample Number: 001
Sample Description: 01-20240202JH-PCB EXTERIOR, SOUTH
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	76		30-150%	SW-846 8082A	2/20/2024 21:06	SGM
Decachlorobiphenyl	81		30-150%	SW-846 8082A	2/20/2024 21:06	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

Sample Number: 002
Sample Description: 02-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	91		30-150%	SW-846 8082A	2/20/2024 21:23	SGM
Decachlorobiphenyl	77		30-150%	SW-846 8082A	2/20/2024 21:23	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Sample Number: 003
Sample Description: 03-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	96		30-150%	SW-846 8082A	2/20/2024 21:39	SGM
Decachlorobiphenyl	105		30-150%	SW-846 8082A	2/20/2024 21:39	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

Sample Number: 004
Sample Description: 04-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	89		30-150%	SW-846 8082A	2/20/2024 21:55	SGM
Decachlorobiphenyl	75		30-150%	SW-846 8082A	2/20/2024 21:55	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	99.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	0.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Sample Number: 005
Sample Description: 05-20240202JH-PCB EXTERIOR, WEST (NORTH FACE)
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	80		30-150%	SW-846 8082A	2/20/2024 22:11	SGM
Decachlorobiphenyl	72		30-150%	SW-846 8082A	2/20/2024 22:11	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	99.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	0.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

Sample Number: 006
Sample Description: 06-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	82		30-150%	SW-846 8082A	2/20/2024 22:28	SGM
Decachlorobiphenyl	67		30-150%	SW-846 8082A	2/20/2024 22:28	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	99.2		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	0.8		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Sample Number: 007
Sample Description: 07-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	101		30-150%	SW-846 8082A	2/20/2024 22:44	SGM
Decachlorobiphenyl	73		30-150%	SW-846 8082A	2/20/2024 22:44	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.3		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.7		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

Sample Number: 008
Sample Description: 08-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	71		30-150%	SW-846 8082A	2/20/2024 23:00	SGM
Decachlorobiphenyl	70		30-150%	SW-846 8082A	2/20/2024 23:00	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Sample Number: 009
Sample Description: 02D-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	79		30-150%	SW-846 8082A	2/20/2024 23:16	SGM
Decachlorobiphenyl	69		30-150%	SW-846 8082A	2/20/2024 23:16	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.8		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.2		%	SM2540G 18-21ed	2/14/2024 15:14	BRB



FUSS & O'NEILL

108 Myrtle Street, Suite 502, Quincy, MA 02171

www.fando.com
(617) 282-4675

PCB Bulk Sample Chain-of-Custody Form

Sheet 1 of 1

Project Name: 246 Prairie Ave, Providence, RI Site Address: 246 Prairie Ave, Providence, RI

Project Number: 20151607, U10 Building Name/Number: Project Manager: Jon Hand

Sample ID (#-Initial-Date-PCB)	Material Type	Location	Substrate(s)	Conc. Code (Below)
01-20240202JH-PCB	Door Caulking, Gray	Extension, South	metal / CMU	
02-20240202JH-PCB	Control Joint Caulk, Gray	↓ west	CMU (Fluted)	
03-20240202JH-PCB	↓	↓ west	CMU (Square)	
04- ↓	Door caulk, Brown	↓	CMU (Square) / metal	
05- ↓	Window Caulk, ↓	↓ west (North Face)	↓ / ↓	
06- ↓	↓ Gray	↓ west	CMU (Fluted) / ↓	
07- ↓	Window Glazing Compound, Black	↓ west	CMU / metal	
08- ↓	Control Joint Caulk, Gray	↓ west	CMU / CMU	
02D- ↓	Control Joint Caulk, Gray	↓ west	CMU (Fluted)	Dup

Analysis Method: EPA Method 3500B/3540C (Extraction) EPA Method 8082 (Analysis) Laboratory: RIAL Turnaround Time: 1-week
(48-Hour is Fastest)

Concentration Code: H=High, M=Medium, L=Low, C=Clean, U=Unknown

E-Mail PDF of Results to jhand@fando.com

Special Instruction/Comments: Preserved with Ice in Glass Jars with Teflon Lined Caps. MPA 48 Rates Bill To Rachel.Simpson@dem.ri.gov

Samples Collected By: Jon Hand a-Tyler Collection Date: 2-17-24

Relinquished [By][To] [Jon Hand] [Date: 2-19-24] Time: 14:18

Relinquished [By][To] [R.DAVIS] [Date: 2-19-24] Time: 13:13

Relinquished [By][To] [] [Date: 2-12-24] Time: 16:27

Q:\EnviroScience\Admin\FORMS\PCBs\July 2014 Revised COC Forms 1.10C 2/15/24

2402-02260

**Remedial Action Work Plan
Former Urban League of Rhode Island
246 Prairie Avenue
Providence, Rhode Island
RIDEM File No. SR-28-2086**

Providence Redevelopment Agency
Providence, Rhode Island

February 2024



317 Iron Horse Way
Suite 204
Providence, RI 02908



FUSS & O'NEILL

February 7, 2024

Ms. Rachel Simpson
Senior Environmental Scientist
Office of Land Revitalization & Sustainable Materials Management
Rhode Island Department of Environmental Management
235 Promenade Street
Providence, RI 02908

RE: Remedial Action Work Plan
Former Urban League of Rhode Island
246 Prairie Avenue, Providence, Rhode Island
RIDEM File No. SR-28-2086

Dear Ms. Simpson:

The purpose of this letter is to present the enclosed *Remedial Action Work Plan (RAWP)* for the above-referenced site. Fuss & O'Neill, Inc. (Fuss & O'Neill) prepared this *RAWP* on behalf of the Providence Redevelopment Agency. A check for the Remedial Action Approval Application Fee of \$1,000 will be submitted under separate cover.

Please contact us if you require any additional information or if you have any questions regarding this *RAWP*.

Sincerely,

Brian E. Kortz, CPG, LSP, CNU-A
Vice President | Office Manager

/rlz

Attachments: Remedial Action Work Plan

C: Mr. Nicholas Cicchitelli, Providence Redevelopment Agency

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\\private\DFS\ProjectData\P2015\1007\U10\Deliverables\Report\RAWP\cjf-bek_UrbanLeague_RAWP_20240207.docx

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1 Introduction

The purpose of this document is to provide a Remedial Action Work Plan (RAWP) in accordance with *Section 1.10* of the Rhode Island Department of Environmental Management (RIDEM) *Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations; 250-RICR-140-30-1)*. This RAWP, prepared by Fuss & O'Neill, Inc. (Fuss & O'Neill) on behalf of RIDEM and the Providence Redevelopment Agency (PRA) as part of a Targeted Brownfields Assessment (TBA) details remedial actions that are planned for the property located at 246 Prairie Avenue, Providence, Rhode Island (hereafter, the "Site" or "subject site"). The planned remedial measures are to mitigate risk posed to future Site users and environmental receptors by Site characteristics and environmental media containing volatile organic compounds (VOC), semi-volatile organic compounds (SVOC), and metals.

2 Background

2.1 Site Property Description

The Site consists of an approximately 4.64-acre irregular-shaped parcel located in a Heavy Commercial District (C-3) zone at 246 Prairie Avenue, Assessor's Plat 45, Lot 911, Providence, Rhode Island (Providence County). A 49,254-square foot structure is located in the center of the Site, and an approximately 95,000-square foot paved parking lot surface surrounds most of the building to the north, south, and east. A map consisting of a portion of a United States Geological Survey (USGS) topographic map showing the Site location is provided as *Figure 1*.

2.2 Site History

According to City records, early 1900's Sanborn Fire Insurance mapping, and aerial photographs, the Site was previously divided into several City parcels and was improved with numerous residential properties. In 1970, the current building on the Site was divided into several commercial businesses, including Kent Cleansers, a dry-cleaning facility, located in the central portion of the building. In September 2010, the lots were combined to form Lot 911. At the time of this report, the Site was occupied by the Urban League of Rhode Island, Inc. as an office building.

2.3 Previous Investigation Activities

Previous Site investigation activities were conducted between August 2020 and August 2023 and included the sampling and analysis of soil, groundwater, and soil gas at the Site. In March 2021, a leaking transformer and approximately seven cubic yards of soil containing transformer oil were removed from the Site by Rhode Island Energy (RI Energy). The following reports were submitted to the RIDEM for the Site.

- A Phase I Environmental Site Assessment (ESA) Report, prepared by ES&M and dated July 2021.

- A *Limited Subsurface Report*, prepared by Environmental Strategies & Management, Inc. (ES&M) and dated July 2021.
- A *Site Investigation Report*, prepared by Fuss and O'Neill and dated September 2022.
- A *Release Response Report*, prepared by Coneco Engineers and Scientists, Inc. (Coneco) and dated May 2021; and,
- A *SIR Addendum*, prepared by Fuss and O'Neill and dated August 2023.

Previous Site investigation activities were summarized in detail in the *SIR* and *SIR Addendum*. As discussed in the *SIR* and *SIR Addendum*, remedial activities are required for the following areas of the Site:

- The presence of arsenic in a soil sample collected from soil boring MW-1 from 0.5 to 2 feet below grade (fbg) at a concentration above the RIDEM Method 1 Residential and Industrial/Commercial Direct Exposure Criteria (R-DEC and I/C-DEC, respectively).
- The presence of SVOC in a soil sample collected from soil boring SB-01 at a depth of 0.5 to 2 fbg at concentrations above the applicable RIDEM R-DEC and/or I/C-DEC.
- The presence of trichloroethylene (TCE) and tetrachloroethylene (PCE) in soil vapor samples collected from beneath the existing building at concentrations above the Massachusetts Department of Environmental Protection's (MassDEP's) Commercial and/or Residential Sub Slab Soil Gas Screening Values (SSGSV). A portion of the Site building was formerly utilized as a dry cleaner.

Refer to *Figure 2* for the locations of the soil borings.

2.4 Conceptual Site Remedy

The preferred conceptual remedial approach for the Site was documented in the *SIR* and *SIR Addendum*. On August 15, 2023, RIDEM issued a *Program Letter* for the Site. The *Program Letter* acknowledged that Site investigation activities were now complete, and that public notification, review and comment was now required. On September 1, 2023, Fuss and O'Neill distributed the public notification documents, and RIDEM subsequently issued a *Remedial Decision Letter* on September 27, 2023, that approved the Site Investigation and conceptual remedial approach.

Specific plans for the redevelopment of the Site consist of the following:

- Demolition of the existing Site building, with the future construction of a new building.
- Site to be redeveloped into a hub for community organizations focused on advocacy, recreation, and social services.

The preferred conceptual remedial approach for the Site was documented in the August 2023 *SIR Addendum* by Fuss & O'Neill. The remedial approach included the following actions:

- Limited soil excavation and off-Site disposal of soil containing SVOC and/or arsenic. Additional delineation of soil containing SVOC and arsenic may be necessary to confirm the volume of soil to be excavated. Confirmatory sampling would be required to confirm the extents of the excavation.

- Should all jurisdictional soil not be excavated from the Site, encapsulation of Site soils by an engineered control will be implemented. For the soil containing SVOC, the engineered control would consist of a minimum of two feet of clean fill, one foot of clean fill over a geotextile fabric, and/or four inches of hardscape over six inches of clean fill.
- As outlined in *Section 1.13* of the *Remediation Regulations*, remedial options for arsenic-only releases are dependent on the reported concentration of arsenic in Site soil. The maximum reported concentration of arsenic in samples collected from the Site was 21.6 parts per million (ppm). Based on this concentration of arsenic, an engineered control would require six inches of clean soil with vegetation and/or mulch to mitigate erosion, four inches of clean soil over a layer of appropriate geotextile fabric, or four inches of gravel with a minimum of two inches of asphalt, concrete pavers, or concrete. However, to use the pre-approved limited capping specifications listed in *Section 1.13.3.C* of the *Remediation Regulations*, the area of soil containing arsenic will require delineation and confirmation that soil containing SVOC is not located in this area. The pre-approved capping specifications can only be used on areas of the site in which arsenic is the sole contaminant of concern.
- To mitigate the potential for intrusion of soil vapor containing VOC to indoor air, a spray-applied vapor barrier system, or equivalent, would be applied to the ground level of any existing or future habitable structure in areas where VOC have been identified in soil gas at concentrations exceeding the MassDEP Residential SSGSV limits.
- A sub-slab vapor mitigation system would be incorporated into the foundation design of any existing or future habitable structure in areas where VOC has been identified in soil gas at concentrations exceeding the MassDEP Residential SSGSV limits. The system would be passively or actively vented to mitigate intrusion of soil gas containing VOC to the building interior.
- Institutional controls in the form of an Environmental Land Usage Restriction (ELUR) would also be implemented. The ELUR would require that future uses of the Site be compatible with the vapor mitigation measures and would ensure the integrity of the engineered controls through inspection, maintenance, and reporting requirements.

This remedial strategy is compatible with the proposed redevelopment of the Site by PRA.

3 Remedial Action Work Plan

Fuss & O'Neill prepared this *RAWP* to address the requirements of *Section 1.10.1* of the *Remediation Regulations*. To facilitate RIDEM review of the *RAWP*, each of the following sections addresses a specific section of the *Remediation Regulations*, noting the relevant section in parentheses, where applicable.

3.1 Remedial Objectives (Section 1.10.2)

3.1.1 Groundwater Objectives

No VOC was detected in the groundwater samples collected from the Site at concentrations exceeding the RIDEM Method 1 GB Groundwater Objectives (GB-GO). No further actions regarding groundwater quality at the subject are warranted to achieve compliance with the RIDEM GB-GO.

3.1.2 Surface Water and Sediment Objectives

No surface waters or sediment are present on the subject site, and therefore, no objectives have been established.

3.1.3 Soil Objectives

The remedial objective for soil at the Site consists of additional delineation of soil containing SVOC and arsenic, the targeted removal and off-Site disposal of the soil, and confirmatory sampling to confirm the extents of excavation. As discussed in *Section 2.4* and in sub-sections below, soil capping may be implemented if the excavation of jurisdictional soil proves to be infeasible.

3.1.4 Air Objectives

The remedial objective for soil vapor/indoor air involves the installation of an active or passive sub-slab vapor mitigation system, combined with a spray-applied vapor barrier on the new building slab to mitigate the intrusion of soil vapors into occupied building spaces.

3.2 Proposed Remedy (Section 1.10.3)

Excavation activities will be limited to the excavation and grading activities necessary to remove and dispose of soil containing arsenic and SVOC and facilitate Site construction activities. The removal of soil with concentrations above RIDEM I/C DEC will mitigate direct contact exposure to arsenic and

SVOC by human and environmental receptors. As discussed, capping of impacted soils may be required if the excavation of all the arsenic and SVOC-impacted soils cannot be achieved.

The installation of a passive or active sub-slab vapor mitigation system (SSVS) will mitigate the inhalation pathway by collecting soil vapors beneath the building. A passive system utilizes the natural “stack effect” to collect soil vapors, while an active system utilizes in line fans or a skid mounted blower to create a zone of negative pressure beneath the slab.

In addition to the SSVS, the installation of a vapor barrier will provide another layer of protection by minimizing the intrusion of subsurface vapors into the occupied building.

Refer to *Appendix A* for conceptual plans for the SSVS and the vapor barrier. The SSVS and vapor intrusion barrier construction is discussed in detail in *Section 3.9.1* of this *RAWP*. Please note that the final plans for the SSVS and vapor barrier are contingent upon the design of any new Site buildings.

As the design of the Site redevelopment progresses from permitting to final Construction Documents, changes may be incorporated that may alter the remedial strategies. However, the overall objective of the remedies, as discussed herein, will remain. A copy of the final Construction Documents for the redevelopment of the Site will be provided to RIDEM under separate cover. The final remedial design will also be provided to RIDEM in a *Remedial Action Closure Report (RACR)* at the completion of the project.

An integral part of the remediation strategy will be the implementation of an ELUR at the Site. The implementation of an ELUR will require that future uses of the Site be compatible with the implemented remedial strategies at the Site. If capping of impacted soils is conducted, an associated Post-Remediation Soil Management Plan (SMP) will be prepared for the Site. Procedures to be followed subsequent to the completion of construction activities at the Site will be documented in the Post-Remediation SMP. Drafts of the ELURs and Post-Remediation SMP are included in *Appendix C* and *C*, respectively, and will also be submitted for RIDEM review at the completion of the remedial activities documented herein.

3.3 Remediation of Impacted Groundwater (Section 1.10.4)

Active remediation of groundwater beneath the Site is not included as part of the remedial approach, as exceedances of applicable RIDEM GB-GO were not documented in samples collected from on-Site monitoring wells.

3.4 Limited Design Investigation (Section 1.10.5)

No additional design investigations were conducted or needed beyond those documented in the reports discussed in *Section 2.3* above.

3.5 Points of Compliance (Section 1.10.6)

3.5.1 Targeted Soil Excavation

Prior to the soil excavation, a series of shallow soil borings in the vicinity of soil borings MW-1 and SB-01 may be conducted to refine the extent of soil containing arsenic and SVOC prior to excavation. The borings will be advanced in a grid pattern at twenty-five-foot intervals. Borings will be advanced to depths of approximately five fbg, and two soil samples will be collected from each boring to refine the vertical and horizontal extent of the impact. Refer to *Figure 3* for the proposed boring configuration and approximate excavation area. Please note that the final boring configuration and excavation area will be contingent on laboratory analytical results of soil samples.

The soil borings will be used to fully delineate the excavation extent and to serve as confirmation that the residual concentrations of SVOC and arsenic are below the RIDEM R-DEC and/or I/C DEC. No post-excavation soil samples from the base and sidewalls of the excavation areas are proposed.

If laboratory analytical results of samples collected from the soil borings indicate that the extent of soils with concentrations of arsenic and/or SVOCs above the RIDEM R-DEC and/or I/C-DEC is greater than anticipated, then the feasibility of the targeted soil excavation will be re-evaluated. If it is determined that a targeted soil excavation is not feasible, soil capping will be implemented in its place. Refer to *Section 3.9* for details about potential soil capping.

3.5.2 Clean Soil

One of the remedial objectives is to mitigate the potential for direct exposure to soil containing oil and/or hazardous materials (OHM) at concentrations exceeding the RIDEM R-DEC and/or I/C-DEC. To ensure that this remedial objective is met, imported fill materials which are used at the Site must meet the definition of Clean Soil as documented in the RIDEM *Remediation Regulations* or be categorically Clean Soil in accordance with applicable regulations, as discussed below. For the purposes of this project, Clean Soil is defined as follows:

- Imported soil that meets the definition of Clean Soil as documented in the RIDEM *Remediation Regulations*, as further discussed in *Section 3.5.2.1* below.
- Compost that meets the requirements for Class “A” compost in accordance with RIDEM *Solid Waste Regulation No. 8*, October 2005. Rule 8.8.03 of this regulation allows for unrestricted use of compost classified as Class “A.”
- New or recycled asphalt, new concrete, waste concrete (un-painted with no steel reinforcing), or stone.
- Any combination of two or more of the materials listed above that, prior to being combined, meets the requirements for Clean Soil, as defined above.

3.5.2.1 Imported Fill Material

To evaluate compliance with the R-DEC, and thus consistency with the Clean Soil definition prior to importation, samples of Clean Soil to be used for backfilling of excavated areas and/or the construction of a cap will be collected at a minimum frequency of one sample per 2,000 cubic yards to be imported, per source of material. Prior to importation to the Site, each sample will be submitted for laboratory analysis for:

- VOC by USEPA Method 8260/5035
- SVOC by USEPA Method 8270
- Total Petroleum Hydrocarbons (TPH) by USEPA Method 8100
- Polychlorinated biphenyls (PCBs) by USEPA Method 8082
- Priority Pollutant 13 Metals (PP13 Metals – antimony, arsenic, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, zinc) by USEPA Method 6010/7471

The analytical results for the imported soil samples will be reviewed by an Environmental Professional to confirm compliance with the RIDEM R-DEC prior to importation. Soil represented by samples that do not comply with RIDEM R-DEC, based on laboratory analytical results, will be rejected for importation to the Site.

3.6 Remediation Schedule (Section 1.10.7)

Targeted excavation and the installation of engineered controls on the Site will be performed concurrently with other redevelopment activities, including the demolition of the existing Site building and future building construction. Consequently, the schedule of remediation implementation will be contingent upon the overall construction schedule. Once finalized, the construction schedule will be submitted to RIDEM under separate cover when a schedule has been established for the Site.

3.7 Contractors and Consultants (Section 1.10.8)

At this time, an Environmental Professional and remedial contractor(s) have not been selected for the Site. It is likely that separate contractors/consultants will be needed for the final design /installation of the SSVS and the vapor intrusion barrier. Contact information for remedial contractors will be provided to RIDEM under separate cover before the start of remedial activities.

3.8 Site Plan (Section 1.10.9)

A Site Plan showing the current conditions at the Site, including soil, groundwater, and soil vapor sampling locations, is provided as *Figure 2*.

3.9 Design Standards and Technical Specifications (Section 1.10.10)

3.9.1 Active/Passive Sub Slab Vapor Mitigation System/Vapor Intrusion Barrier

An active or passive SSVS beneath new buildings is proposed for the Site. The system will be constructed with perforated PVC pipe in a bed of crushed stone beneath the foundation and will be designed to collect accumulated VOC vapors from beneath the slab, prior to entry into the building, and vent the vapors to ambient air.

The sub-slab network will consist of four-inch High Density Polyethylene (HDPE) perforated pipe laterals and six-inch diameter solid HDPE pipe headers. The HDPE pipe will be corrugated exterior and smooth finish interior pipe bedded in a minimum six-inch layer of one-half-inch to one-inch diameter coarse aggregate (i.e., meeting standards for ASTM #5 coarse aggregate).

Conceptual plans for an SSVS system are included in *Appendix A*. Note that this design has not been finalized, as the Site redevelopment plans have not been finalized. Once the plans have been finalized, the final design will be submitted to RIDEM.

The proposed vapor intrusion barrier will consist of a Liquid Boot® or a similar product. Liquid Boot® is a seamless, spray-applied water-based membrane that contains no VOC and is installed below existing slabs. The Liquid Boot® system consists of a subgrade layer of crushed stone and a fabric base layer. The Liquid Boot® is then sprayed on the base layer, which is capped with a layer of geotextile protection course, and finally with the new structural slab. The Liquid Boot® will also be applied to sub-grade vertical walls, penetrations, and other irregular surfaces.

Conceptual plans for a vapor intrusion barrier are included in *Appendix A*. Note that this design has not been finalized, as the Site redevelopment plans have not been finalized. Once the plans have been finalized, the final design will be submitted to RIDEM.

3.9.2 Remediation Cap

If implemented, the remediation cap at the Site will be constructed in accordance with federal, state, and local regulations, the specifications detailed herein and in *Appendix A*, and the final Construction Documents to be prepared for the Site remediation and redevelopment and provided to RIDEM under separate cover. In particular, the specific design standards and technical specifications are discussed below. Compliance with this RAWP will be documented in the RACR prepared after Site remediation activities are complete.

The various remediation cap types to mitigate the potential for direct exposure to the soil are depicted on the *Soil Capping Details* in *Appendix B* and further described below. These cap types are considered the minimum requirements for capping in accordance with the *Remediation Regulations*, and the civil

engineering plans for the redevelopment of the Site may specify additional requirements to meet the needs of the redevelopment.

- **Landscaped Cap:** The cap types that will be used at landscaped areas within the Site boundary will consist of either two feet of imported Clean Soil overlying existing soil, or a minimum of 12 inches of imported Clean Soil, overlying geotextile fabric, overlying existing soil.
- **Hardscape Cap:** The cap type that will be constructed at hardscaped areas within the Site boundary will consist of a minimum of four inches of bituminous asphalt or concrete overlying a minimum of six inches of structural sub-base fill or pulverized existing pavement, overlying existing soil. Existing gravel base beneath the existing asphalt surface may also be utilized as the structural sub-base fill of the hardscaped cap if it meets the thickness and physical requirements of the re-paved areas.
- **Existing Asphalt Cap:** Existing asphalt pavement at portions of the Site may remain and not be further developed as part of the redevelopment project. The existing asphalt surface will serve as part of the cap in those areas. Pavement that is to remain as part of the cap shall be in good condition, and significant cracks shall be repaired.
- **Arsenic-Only Cap:** *Section 1.13.3.C* of the *Remediation Regulations* outlines remedial options for arsenic-only releases. Based on the concentration of arsenic at soil boring MW-1 at the Site, an engineered control will require six inches of clean soil with vegetation and/or mulch to mitigate erosion, four inches of clean soil over a layer of appropriate geotextile fabric, or four inches of gravel with a minimum of two inches of asphalt, concrete pavers, or concrete. However, to use these pre-approved limited capping specifications, the area of soil containing arsenic will require delineation and confirmation that soil containing SVOC is not located in this area. These pre-approved capping specifications can only be used on areas of the site in which arsenic is the sole contaminant of concern.

Clean Soil imported to the Site will be subject to applicable civil and structural requirements for the project as well as the sampling and approval requirements discussed in *Section 3.5.2*. Remediation cap details of the various cap types to be installed at the Site are provided herein as *Soil Capping Details* in *Appendix B*.

At areas of the Site to be landscaped with a one-foot cap, geotextile fabric will be applied to the existing ground surface. Imported Clean Soil material will then be applied across the capping area and compacted until the appropriate thickness is achieved. The thickness requirements referenced in the above cap type descriptions will apply to the final compacted cap layers. Asphalt, concrete, or screened loam to support vegetation in landscaped areas will then be added and compacted to complete the cap thickness. Grass, trees, and other plantings will be planted concurrent with or just after construction of the landscaped cap. Coordination with the project landscape architect will be conducted to select plant types and sizes to facilitate planting in a manner which minimizes disturbance of existing soil beneath the cap. Plantings may warrant the removal of portions of the underlying geotextile fabric to accommodate root balls and future root growth.

Areas improved with a one-foot landscape cap will require the installation of geotextile fabric to be placed within the cap thickness and beneath imported Clean Soil material. The geotextile fabric will be certified by the manufacturer to meet the puncture strength (i.e., 120 pounds) requirements documented in *Section 1.13* of the RIDEM *Remediation Regulations*. An Environmental Professional will perform routine inspections of capping activities to confirm and document that the cap is installed in accordance with the specifications described herein. These inspections will include confirmation that geotextile fabric is placed throughout the one-foot landscaped capped areas.

3.10 Set-Up Plan (Section 1.10.11)

Prior to remedy implementation, appropriate measures will be taken to manage and minimize the potential for migration of hazardous materials through surface run-off or air-borne dust. This will be achieved by the installation of erosion controls, wetting soil, or other appropriate measures, as necessary. Material staging areas, including the locations of stockpiled or containerized contaminated media, will be designated at the Site. These areas will be secured and protected from runoff with appropriate best management practices including use of polyethylene sheeting and perimeter erosion controls, as appropriate.

Existing pavement may be demolished, pulverized, and screened. Depending on structural requirements, the pulverized existing pavement may be re-used on-Site as structural fill beneath paved surfaces or as general fill beneath other capped surfaces for grading purposes as needed.

3.11 Effluent Disposal (Section 1.10.12)

Excavated soil containing arsenic and SVOC will be disposed off-Site at an appropriately licensed receiving facility or capped beneath an appropriate cap type. The soil slated for off-Site disposal will be stockpiled at a designated staging area that has been selected and secured to limit unauthorized access to the materials. Unless live-loading can be performed, soil will be placed on and covered with a minimum of six-millimeter polyethylene/plastic sheeting during the entire duration of its staging and secured with appropriate controls to limit the loss of the cover and protect against stormwater and/or wind erosion (hay bales, silt fencing, rocks, etc.). A daily inspection of the stockpile shall be made to ensure that required controls are adequate and are maintained. Repairs to controls will be made as needed.

Disposal characterization sampling of excavated material will be conducted for the analytical parameters and frequency specified by the selected receiving facility. The transportation and disposal of soil from the Site is subject to the review and approval of an Environmental Professional to certify compliance with this document and to ensure compliance with RIDEM's anti-degradation guidance.

Upon receipt of the laboratory analytical results and approval from the Environmental Professional and the disposal facility, soil will be transported off-Site under appropriate waste shipping documentation (i.e., manifest, Material shipping record, bill of lading) and disposed in accordance with local, state, and federal regulations as well as the receiving facility's acceptance criteria.

Copies of shipping documentation for regulated material removed from the Site will be included in the RACR.

3.12 Contingency Plan (Section 1.10.13)

3.12.1 Health and Safety

Contractors and workers performing soil management activities at the remediation Site will be required to comply with Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements in accordance with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120 and 1926.65, to the extent that those regulations apply to the work they are performing. Procedures for management of contact with soil at the Site will be detailed in Site-specific Health and Safety Plans (HASPs), prepared in accordance with OSHA 29 CFR 1910.120 and 1926.65.

Applicable Site-specific information, including the above-mentioned reports and the *RAWP* documented herein, will be made available to contractors performing remedial activities at the Site. These documents will allow the contractors to develop their Site-specific HASPs.

3.12.2 Emergency Response

The remedial actions proposed for the Site are not expected to result in the collection and storage of liquid hazardous materials which could result in a sudden release incident at the Site. However, in order to address potential unforeseen environmental incidents during construction, emergency response planning was conducted.

The primary contingency plan manager at the Site will be Mr. Nicholas Cicchitelli of PRA. Mr. Cicchitelli will act as the primary contact for any emergencies or unexpected incidents encountered during remediation implementation. Any unexpected incidents will be managed both to protect the health and safety of on-Site workers as well as the public. Furthermore, unexpected incidents will be managed in accordance with applicable local, state, and federal regulations. The Environmental Professional will assist Mr. Cicchitelli as necessary in the evaluation of unexpected incidents and associated response actions relative to potentially applicable regulations. The contact information for Mr. Cicchitelli and the local emergency services includes the following:

Nicholas Cicchitelli:	401-680-8418
Providence Fire Department:	401-243-6060 or 911
Providence Police Department:	401-272-3121 or 911

3.13 Remediation Operating Log (Section 1.10.14)

During Site preparation, soil excavation, and disposal, the Environmental Professional will conduct routine Site visits to confirm and document that the remediation is conducted in accordance with the specifications described herein. The results of this remediation monitoring will be provided to RIDEM in monthly status reports submitted via e-mail.

Records of Site preparation, remediation, and restoration activities will be maintained in an Operating Log during remedial activities. The Operating Log will document the implementation of the remedial actions and remedial oversight. Additionally, instances of the implementation of the Contingency Plan or Health and Safety Plan, as discussed below, will also be recorded in the Operating Log.

3.14 Site Security Procedures (Section 1.10.15)

During remediation activities, the Site will be left in a secure and stable condition following each workday. Temporary or permanent fencing and signage will be utilized to restrict unauthorized access to the construction zone during remedial activities.

Heavy equipment utilized for excavation will remain on-Site during remediation activities. However, heavy equipment that has become contaminated due to remedial activities will be decontaminated within the limits of the remediation area to the extent feasible, prior to removal from the Site. Equipment decontamination procedures will be specified in the HASP developed by the remedial contractors and will consist of cleaning contaminated equipment to remove adhered soil or sediment. If decontamination of equipment must be conducted outside of the specific area of on-going remediation, the decontamination will be conducted on an impermeable liner, and the rinse water will be collected. The rinse water will be containerized, characterized, and disposed off-Site at an appropriately licensed receiving facility within 90 days of the decontamination activities.

3.15 Shut-Down, Closure, and Post- Closure Requirements (Section 1.10.16)

Upon completion of remedial activities described above and establishment of vegetation in landscaped areas, heavy machinery and other equipment will be removed from the Site. Any erosion control barriers will be left on-Site until stabilization of the Site is deemed complete by the Environmental Professional. Once stabilization is considered complete, the erosion control measures will be removed from the Site.

The Environmental Professional will submit an RACR to RIDEM certifying that the remediation was completed in accordance with the specifications and requirements detailed herein. The RACR will include description of excavation and off-Site disposal, a depiction of the final restoration limits, and

analytical data for imported Clean Soil samples. If necessary, substantial variances from this *RAWP* that occurred during remedial implementation will be documented in the RACR.

3.16 Institutional Controls and Notices (Section 1.10.17)

Upon completion of remedial activities and submission of the RACR to RIDEM, a RIDEM-approved ELUR will be recorded on the deed to the Site property. The primary objective of the ELUR will be to restrict certain activities at the Site and to ensure that the engineered controls are maintained and remain compliant with RIDEM requirements.

Requirements for annual inspections and reporting will also be specified in the ELUR. These measures will record the condition of the engineered controls and outline necessary repairs. These measures will also ensure that other terms of the ELUR, such as prohibition of the use of groundwater beneath the Site as potable water, are adhered to. Documentation of the inspections will be submitted to RIDEM on an annual basis, in accordance with the requirements of the ELUR.

As discussed, capping of impacted soils may be required if the excavation of all the arsenic and SVOC-impacted soils cannot be achieved. If soil capping is conducted, then any disturbances of on-Site soil must be conducted in accordance with the Post-Remediation SMP, which will be attached to the ELUR. The Post-Construction SMP will define the procedures necessary for management of on-Site soil and identifies the steps required if disturbance of the on-Site soil is necessary in the future.

Draft versions of the ELUR and Post-Remediation SMP are provided in *Appendix C and D*, respectively. Upon project completion, revised drafts will be prepared and submitted to RIDEM for review and approval, prior to filing.

3.17 Compliance Determination (Section 1.10.18)

Once Site remedial activities have been completed, the following procedures will be taken to demonstrate that the remedial objectives for the Site have been met:

- A RACR documenting the Site remedial activities will be submitted to the RIDEM for review.
- The final ELUR and Post-Construction SMP (if required) will be filed with the Land Evidence Records for the City of Providence and recorded on the Site deed.
- A stamped/certified copy of this filing will be forwarded to RIDEM within 15 days of being recorded; and,
- Completion of an Annual Compliance Evaluation Form for the ELUR, and submittal of same to RIDEM.




4 Certifications (Section 1.10.19)

I hereby certify the accuracy of the information contained in the above referenced report to the best of my knowledge.

	Vice President	2/7/2024
Signature of Consultant	Title	Date
Brian E. Kortz, CPG, LSP, CNU-A Fuss & O'Neill, Inc.		

I hereby certify that the report is a complete and accurate representation of the contaminated site and the release and contains all available facts surrounding the release to the best of my knowledge.

	Dir. of Real Estate	2/6/24
Signature of Performing Party	Title	Date
Providence Redevelopment Agency		

Nicholas Cicchitelli
Print Name

5 Limitations of Work Product

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1. Consultant represents that it prepared the work product in accordance with the professional and industry standards prevailing at the time such services were rendered.
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3. The observations described and upon which the work product was based were made under the conditions stated therein. Any conclusions presented in the work product were based solely upon the services described therein, and not on scientific or engineering tasks or procedures beyond the scope of described services.
4. In preparing its work product, Consultant may have relied on certain information provided by state and local officials and information and representations made by other parties referenced therein, and on information contained in the files of state and/or local agencies made available at the time of the project. To the extent that such files which may affect the conclusions of the work product are missing, incomplete, inaccurate or not provided, Consultant is not responsible. Although there may have been some degree of overlap in the information provided by these various sources, Consultant did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this project. Consultant assumes no responsibility or liability to discover or determine any defects in such information which could result in failure to identify contamination or other defects in, at or near the Site. Unless specifically stated in the work product, Consultant assumes no responsibility or liability for the accuracy of drawings and reports obtained, received or reviewed.
5. If the purpose of this project was to assess the physical characteristics of the subject Site with respect to the presence in the environment of hazardous substances, waste or petroleum and chemical products and wastes as defined in the work product, unless otherwise noted, no specific attempt was made to check the compliance of present or past owners or operators of the subject Site with Federal, state, or local laws and regulations, environmental or otherwise.
6. If water level readings have been made, these observations were made at the times and under the conditions stated in the report. However, it must be noted that fluctuations in water levels may

occur due to variations in rainfall, passage of time and other factors and such fluctuations may affect the conclusions and recommendations presented herein.

7. Except as noted in the work product, no quantitative laboratory testing was performed as part of the project. Where such analyses have been conducted by an outside laboratory, Consultant has relied upon the data provided and, unless otherwise described in the work product, has not conducted an independent evaluation of the reliability of these tests.
8. If the conclusions and recommendations contained in the work product are based, in part, upon various types of chemical data, then the conclusions and recommendations are contingent upon the validity of such data. This data (if obtained) has been reviewed and interpretations made by the Consultant. If indicated in the work product, some of these data may be preliminary or screening-level data and should be confirmed with quantitative analyses if more specific information is necessary. Moreover, it should be noted that variations in the types and concentrations of contaminants and variations in their flow paths may occur due to seasonal water table fluctuations, past disposal practices, the passage of time and other factors.
9. Chemical analyses may have been performed for specific parameters during the course of this project, as described in the work product. However, it should be noted that additional chemical constituents not included in the analyses conducted for the project may be present in soil, groundwater, surface water, sediments or building materials at the subject Site.
10. Ownership and property interests of all documents, including reports, electronic media, drawings, and specifications, prepared or furnished by Consultant pursuant to this project are subject to the terms and conditions specified in the contract between the Consultant and Client, whether or not the project is completed.
11. Unless otherwise specifically noted in the work product or a requirement of the contract between the Consultant and Client, any reuse, modification or disbursement of documents to third parties will be at the sole risk of the third party and without liability or legal exposure to Consultant.
12. In the event that any questions arise with respect to the scope or meaning of Consultant's work product, immediately contact Consultant for clarification, explanation or to update the work product. In addition, Consultant has the right to verify, at the party's expense, the accuracy of the information contained in the work product, as deemed necessary by Consultant, based upon the passage of time or other material change in conditions since conducting the work.
13. Any use of or reliance on the work product shall constitute acceptance of the terms hereof.

Figures



MAP REFERENCE:

THIS MAP WAS PREPARED FROM THE FOLLOWING
7.5 x15 MINUTE USGS TOPOGRAPHIC QUADRANGLES:
PROVIDENCE, RI (1987).

SOURCE: RHODE ISLAND GEOGRAPHIC INFORMATION SYSTEM (RIGIS).

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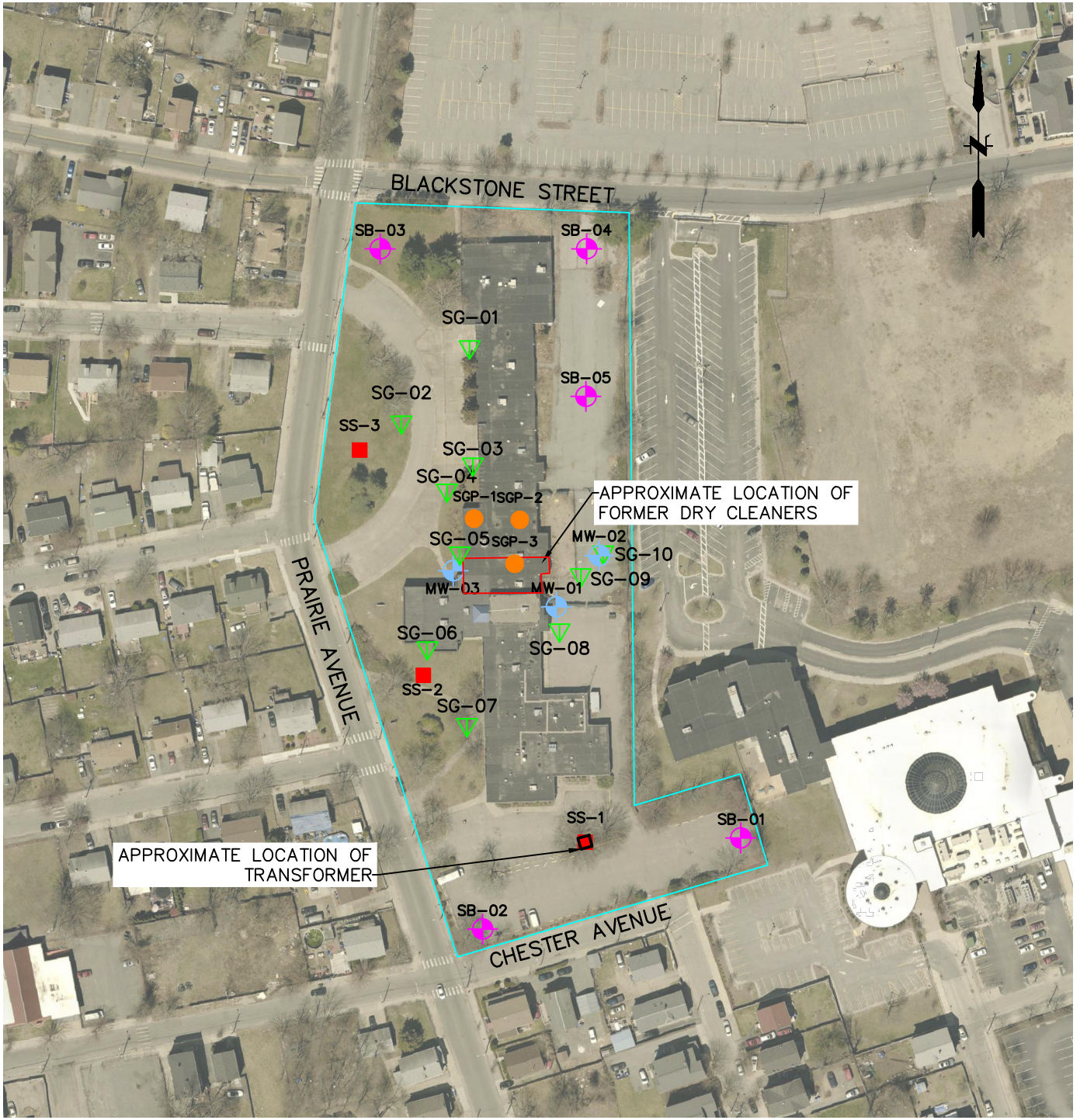


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CITY OF PROVIDENCE
SITE LOCATION MAP
246 PRAIRIE AVENUE
PROVIDENCE RHODE ISLAND

PROJ. No.: 20151007_A30
DATE: AUGUST 2023
FIGURE 1



LEGEND

- SITE BOUNDARY
- JUNE 2022 SOIL BORING/MONITORING WELL
- ◆ JUNE 2023 SOIL BORING
- ▼ JUNE/JULY 2022 SOIL GAS SAMPLE
- SGP-X SEPTEMBER 2020 SOIL GAS SAMPLE
- SS-X SEPTEMBER 2020 SOIL SAMPLE

MAP REFERENCES AND NOTES

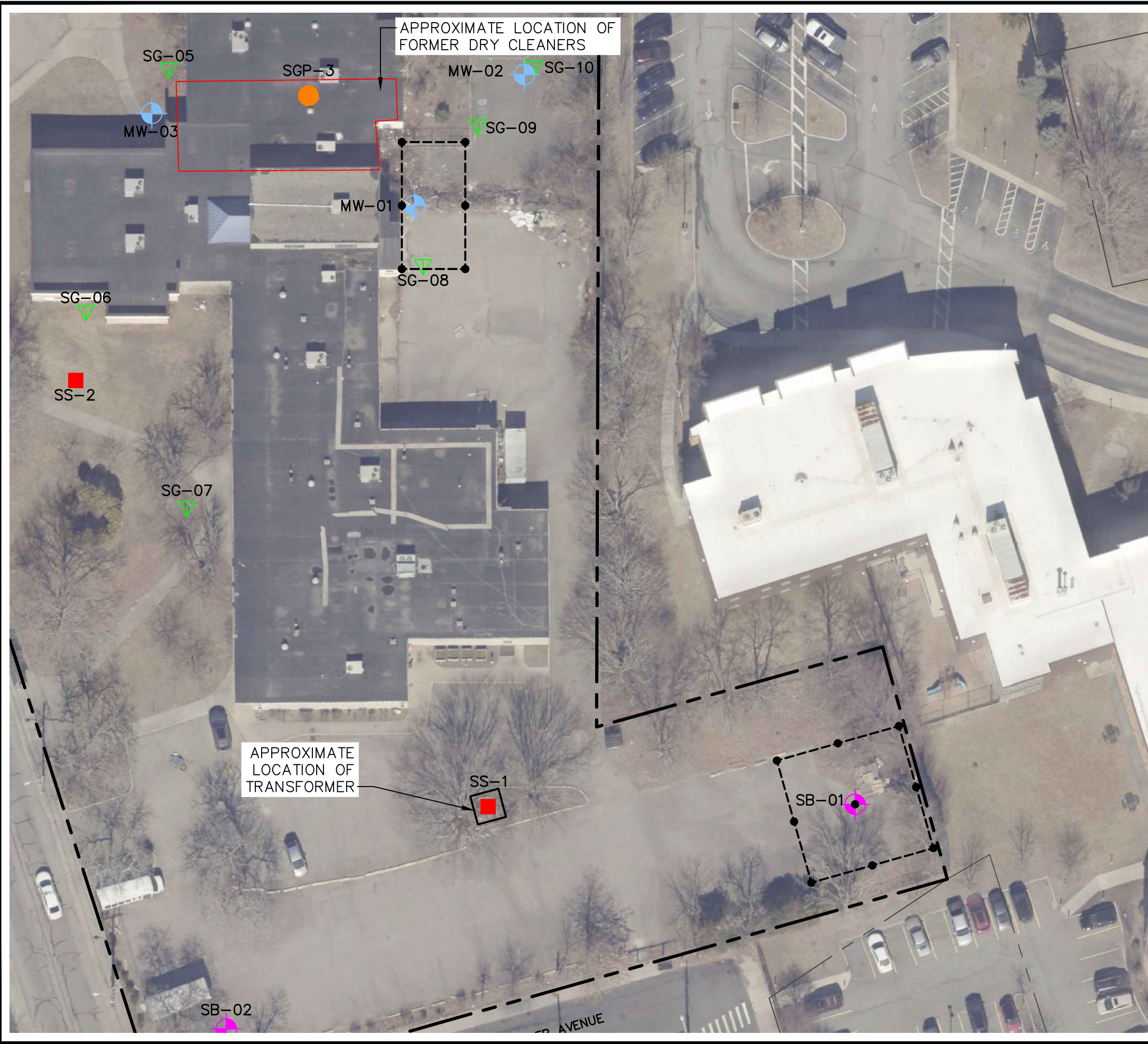
THIS MAP WAS PREPARED FROM RIGIS COLOR ORTHO IMAGERY (2019)
 SOURCE: THE RHODE ISLAND GEOGRAPHIC INFORMATION SYSTEM (RIGIS)
 SITE FEATURES ARE APPROXIMATE
 SEPTEMBER 2020 SAMPLING LOCATIONS BASED ON A DRAWING TITLED "SITE MAP" PREPARED BY ES&M.

SCALE:	
HORZ.:	1" = 150'
VERT.:	
DATUM:	
HORZ.:	
VERT.:	
GRAPHIC SCALE	

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CITY OF PROVIDENCE
 SITE PLAN
 246 PRAIRIE AVENUE
 PROVIDENCE RHODE ISLAND

PROJ. No.: 20151007.U10
 DATE: AUGUST 2023
FIGURE 2



LEGEND

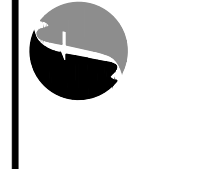
- SITE BOUNDARY
- APPROXIMATE PROPOSAL EXCAVATION AREA
- PROPOSED SOIL BORINGS: 25' INTERVALS
- JUNE 2022 SOIL BORING/ MONITORING WELL
- JUNE 2023 SOIL BORING
- JUNE/JULY 2022 SOIL GAS SAMPLE
- SGP-X SEPTEMBER 2020 SOIL GAS SAMPLE
- SS-X SEPTEMBER 2020 SOIL SAMPLE

MAP REFERENCES AND NOTES

1. THIS MAP WAS PREPARED FROM RIGIS COLOR ORTHO IMAGERY (2023).
 SOURCE: THE RHODE ISLAND GEOGRAPHIC INFORMATION SYSTEM (RIGIS)
2. SITE FEATURES ARE APPROXIMATE
3. SEPTEMBER 2020 SAMPLING LOCATIONS BASED ON A DRAWING TITLED "SITE MAP" PREPARED BY ES&M.

SCALE:	HORZ.: 1" = 40'
	VERT.: -
DATUM:	HORZ.: -
	VERT.: -
	0 20 40
	GRAPHIC SCALE

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PROVIDENCE REDEVELOPMENT AGENCY
 LIMITED SOIL EXCAVATION DETAIL
 FORMER URBAN LEAGUE - 246 PRAIRIE AVENUE
 PROVIDENCE
 RHODE ISLAND

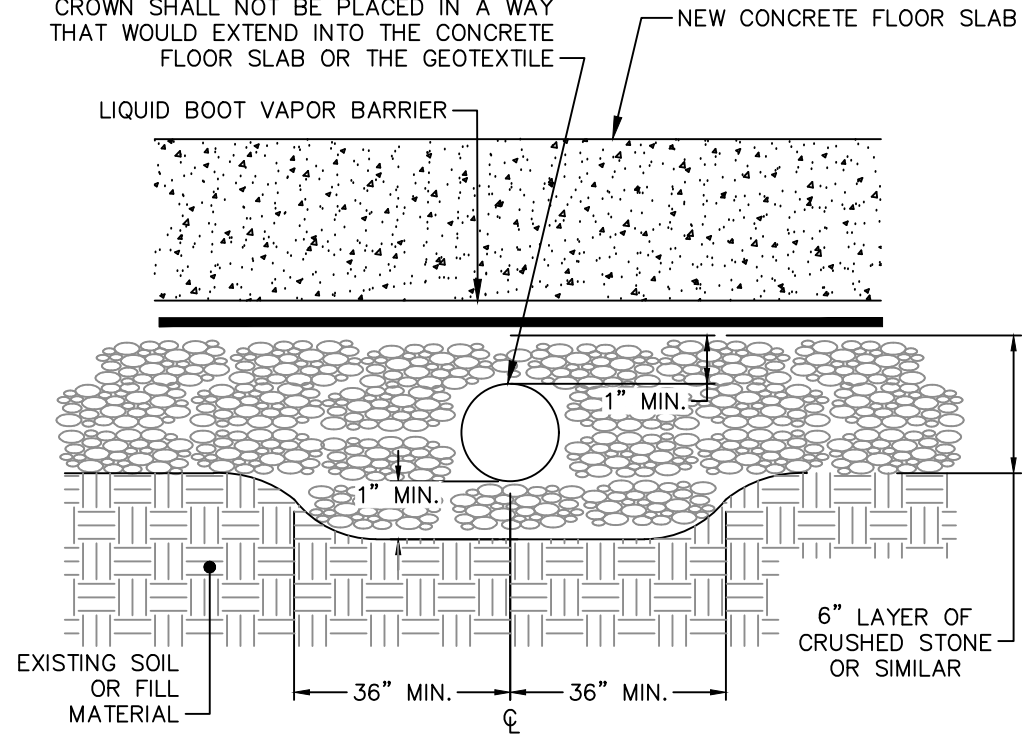
PROJ. No.: 20151007.U10
 DATE: NOVEMBER 2023

FIGURE 3

Appendix A

Conceptual Plans – Sub Slab Vapor Mitigation System and Vapor Barrier

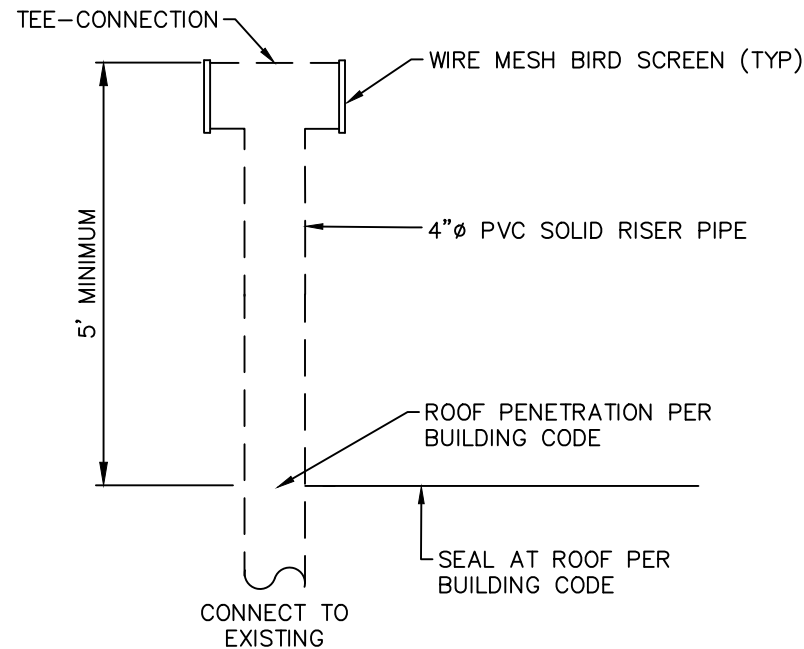
PERFORATED SCHEDULE 40 PVC PIPE. SIZE AS INDICATED ON PIPING LAYOUT. PIPE MAY REQUIRE ADDITIONAL EXCAVATION. PIPE CROWN SHALL NOT BE PLACED IN A WAY THAT WOULD EXTEND INTO THE CONCRETE FLOOR SLAB OR THE GEOTEXTILE



NOTE:
 PERFORATED PIPING MAY BE LOWERED IN ELEVATION TO AVOID SUB-SLAB UTILITIES IF NECESSARY AND THEN RAISED BACK UP TO STANDARD ELEVATION. SOLID HEADER PIPING MUST BE KEPT AT SAME STANDARD ELEVATION THROUGHOUT.

TYPICAL SSDS CROSS SECTION AT PIPE LOCATION

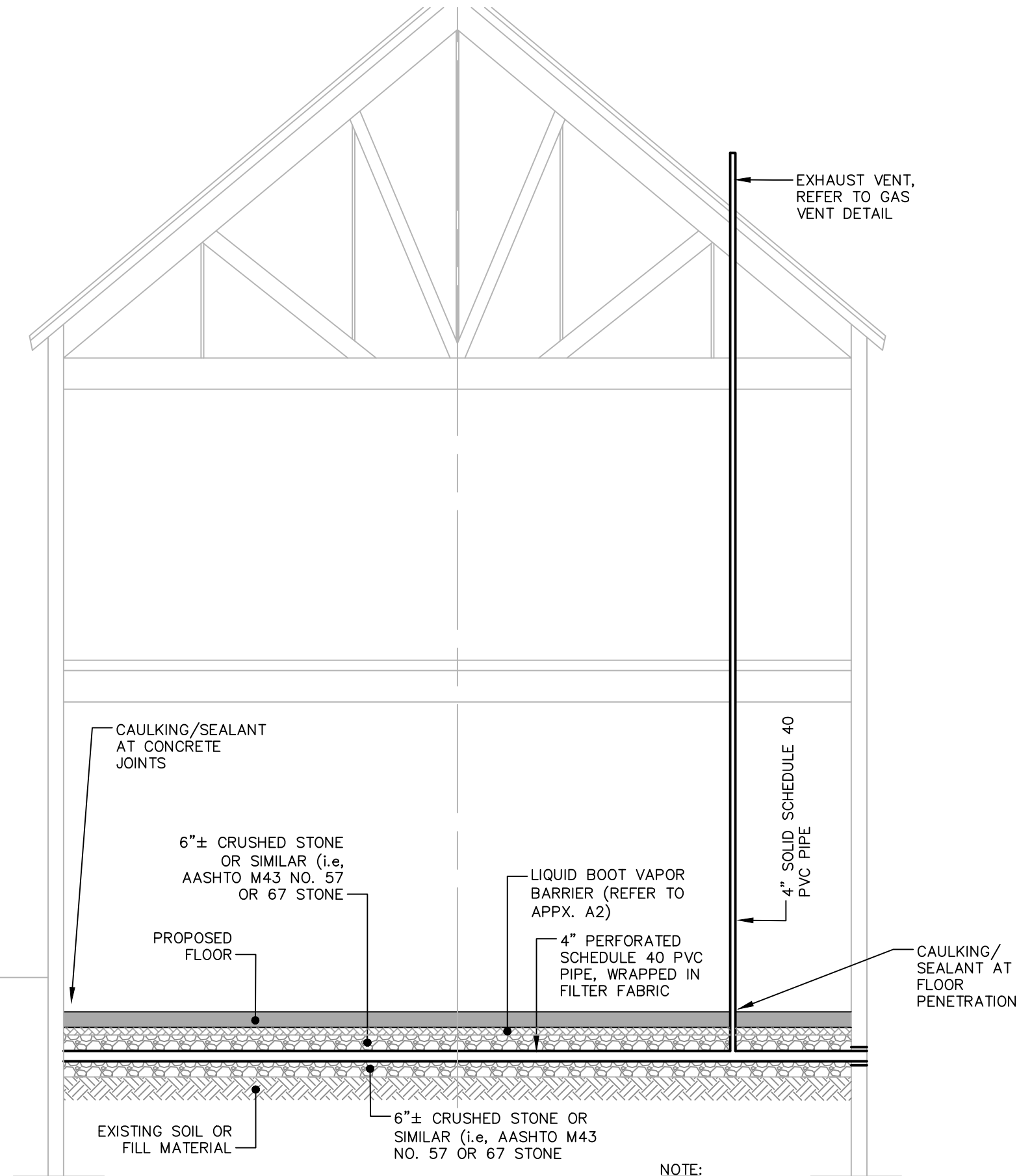
NOT TO SCALE



NOTE:
 1. COORDINATE VERTICAL SUPPORT SYSTEM WITH STRUCTURAL ENGINEER.

NEW CONSTRUCTION GAS VENT DETAIL

NOT TO SCALE



NOTE:
 1. IF SYSTEM TO BE ACTIVE EITHER IN-LINE RADON FANS OR SKID-MOUNTED BLOWER ARE RECOMMENDED

FLOOR ELEVATION DETAIL

NOT TO SCALE

File: J:\DWG\20151007\1010\Environmental\Plan\20151007\1010_STP01.dwg Layout: FIGURE_LA1_Plotter: 2023-12-08 8:04 AM Saved: 2023-12-08 8:03 AM User: Sions
 PC3: AUTOCAD PDF (GENERAL DOCUMENTATION).PC3 STB/CTB: FO.STB
 LAYER STATE:

SCALE:	HORIZ.: 1" = 40'
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DATUM:	HORIZ.: -
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	GRAPHIC SCALE

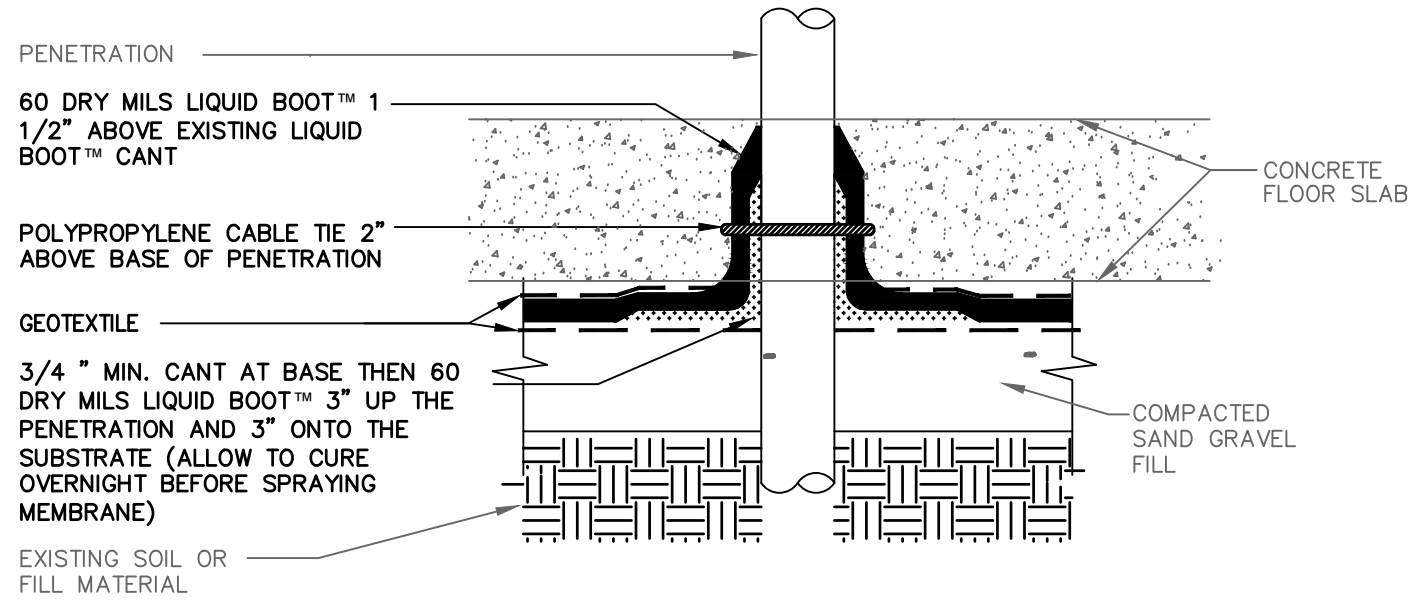


PROVIDENCE REDEVELOPMENT AGENCY
 CONCEPTUAL PLAN - SUB-SLAB VAPOR MITIGATION SYSTEM
 FORMER URBAN LEAGUE - 246 PRAIRIE AVENUE
 PROVIDENCE
 RHODE ISLAND

PROJ. No.: 20151007.U10
 DATE: NOVEMBER 2023

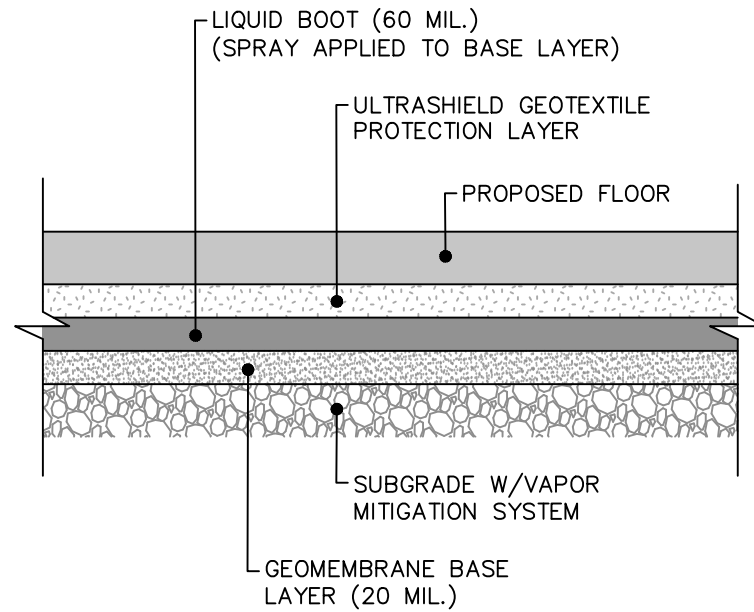
APPX. A1

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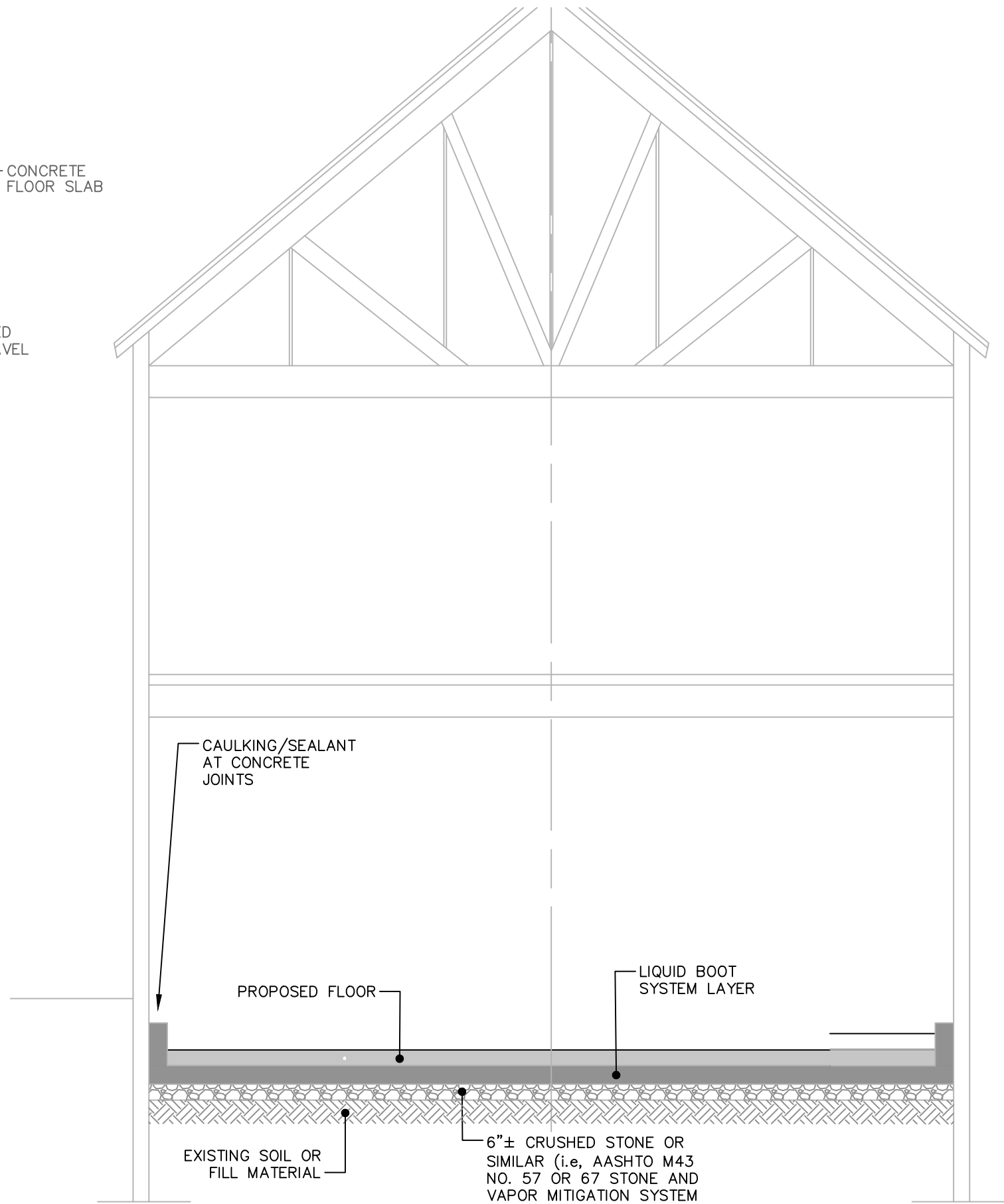


NOTE:
ALL PENETRATIONS SHALL BE CLEANED
PER LIQUID BOOT™ MFG SPECIFICATIONS
BEFORE LIQUID BOOT™ IS APPLIED.

TYPICAL VERTICAL PIPE PENETRATION BOOT NOT TO SCALE



LIQUID BOOT SYSTEM DETAIL NOT TO SCALE



FLOOR ELEVATION DETAIL NOT TO SCALE

SCALE:	HORIZ.: 1" = 40'
	VERT.: -
DATUM:	HORIZ.: -
	VERT.: -
	0 20' 40'
	GRAPHIC SCALE



RHODE ISLAND

PROVIDENCE REDEVELOPMENT AGENCY
CONCEPTUAL PLAN - VAPOR BARRIER
FORMER URBAN LEAGUE - 246 PRAIRIE AVENUE

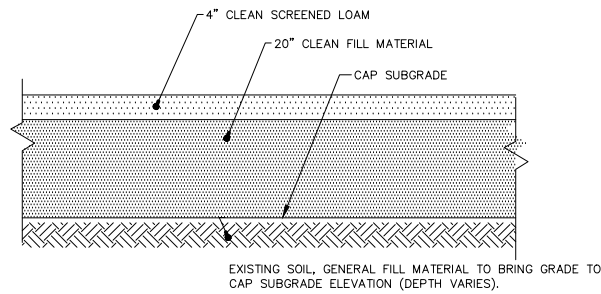
PROVIDENCE

PROJ. No.: 20151007.U10
DATE: NOVEMBER 2023

APPX. A2

Appendix B

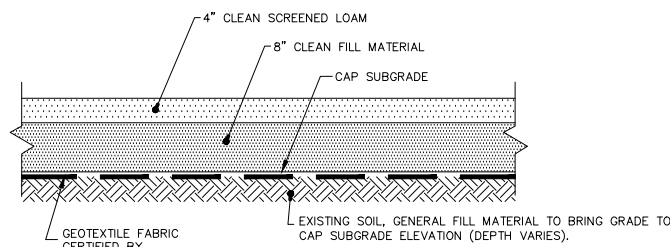
Soil Capping Details



NOTES:
 CROSS SECTION AS SHOWN IS THE MINIMUM REMEDIATION CAP ALLOWED. CIVIL ENGINEERING PLANS TO SPECIFY MATERIAL REQUIREMENTS AND ADDITIONAL SECTION THICKNESS AS REQUIRED.

① TYPICAL CAP SECTION AT LANDSCAPED AREAS (2-FOOT CAP)

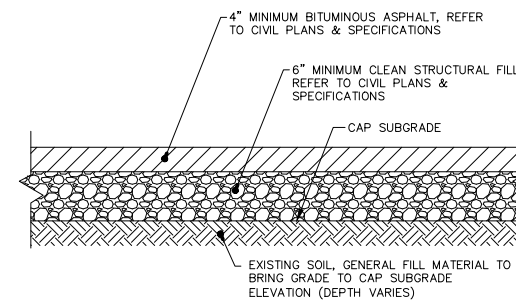
NOT TO SCALE



NOTES:
 CROSS SECTION AS SHOWN IS THE MINIMUM REMEDIATION CAP ALLOWED. CIVIL ENGINEERING PLANS TO SPECIFY MATERIAL REQUIREMENTS AND ADDITIONAL OR MODIFIED SECTION THICKNESS AS REQUIRED.

② TYPICAL CAP SECTION AT ALTERNATIVE LANDSCAPED AREAS (1-FOOT CAP)

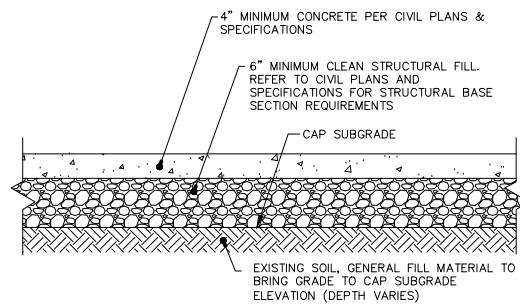
NOT TO SCALE



NOTES:
 1. CROSS SECTION AS SHOWN IS THE MINIMUM REMEDIATION CAP ALLOWED. CIVIL ENGINEERING PLANS TO SPECIFY MATERIAL REQUIREMENTS AND ADDITIONAL OR MODIFIED SECTION THICKNESS AS REQUIRED.

③ TYPICAL CAP SECTION AT PAVED AREAS

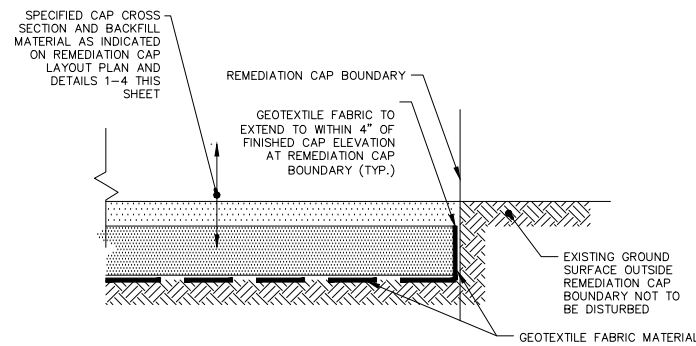
NOT TO SCALE



NOTES:
 1. CROSS SECTION AS SHOWN IS THE MINIMUM REMEDIATION CAP ALLOWED. CIVIL ENGINEERING PLANS TO SPECIFY MATERIAL REQUIREMENTS AND ADDITIONAL OR MODIFIED SECTION THICKNESS AS REQUIRED.

④ TYPICAL CAP SECTION AT CONCRETE AREAS

NOT TO SCALE



⑤ TYPICAL CAP SECTION TERMINATION AT REMEDIATION CAP BOUNDARY

NOT TO SCALE

CAP CONSTRUCTION NOTES:

1. ALL REMEDIAL CAP MATERIALS SHALL BE APPROVED AND COMPLY WITH THE ANALYTICAL TESTING REQUIRED BY RIDEM.
2. ALL FINISH GRADES FOR CAP SYSTEM SHALL BE AS SHOWN ON CIVIL PLANS AND SPECIFICATIONS WITH INDICATED CAP THICKNESSES AND GEOTEXTILE FABRIC OR MARKING MATERIAL AS SHOWN ON DETAILS 1-4 THIS SHEET.
3. SECTION 1.13.3.C OF THE REMEDIATION REGULATIONS OUTLINES REMEDIAL OPTIONS FOR ARSENIC-ONLY RELEASES. BASED ON THE CONCENTRATION OF ARSENIC AT SOIL BORING MW-1 AT THE SITE, AN ENGINEERED CONTROL WILL REQUIRE SIX INCHES OF CLEAN SOIL WITH VEGETATION AND/OR MULCH TO MITIGATE EROSION, FOUR INCHES OF CLEAN SOIL OVER A LAYER OF APPROPRIATE GEOTEXTILE FABRIC, OR FOUR INCHES OF GRAVEL WITH A MINIMUM OF TWO INCHES OF ASPHALT, CONCRETE PAVERS, OR CONCRETE. HOWEVER, TO USE THESE PRE-APPROVED LIMITED CAPPING SPECIFICATIONS, THE AREA OF SOIL CONTAINING ARSENIC WILL REQUIRE DELINEATION AND CONFIRMATION THAT SOIL CONTAINING SVOC IS NOT LOCATED IN THIS AREA. THESE PRE-APPROVED CAPPING SPECIFICATIONS CAN ONLY BE USED ON AREAS OF THE SITE IN WHICH ARSENIC IS THE SOLE CONTAMINANT OF CONCERN.

SCALE:	HORIZ: 1" = 40'
	VERT: 1" = 4'
DATUM:	HORIZ: -
	VERT: -
	HORIZ: -
	VERT: -
	0 20' 40'
	GRAPHIC SCALE

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 RHODE ISLAND

PROJ. No.: 20151007.U10
 DATE: NOVEMBER 2023

APPX. B

Appendix C

Draft Environmental Land Use Restriction

ENVIRONMENTAL LAND USAGE RESTRICTION

This Declaration of Environmental Land Usage Restriction (“Restriction”) is made on this _____ day of _____, 20__ by the Providence Redevelopment Agency, and its successors and/or assigns (hereinafter, the “Grantor”).

WITNESSETH:

WHEREAS, the Grantor, Providence Redevelopment Agency, is the Owner in fee simple of certain real property identified as Plat 45, Lot 911, 246 Prairie Avenue, Providence, Rhode Island (the “Property”), more particularly described in Exhibit A (Legal Description) which is attached hereto and made a part hereof;

WHEREAS, the Property (or portion thereof identified in the Class I survey which is attached hereto as Exhibit 2A and is made a part hereof) has been determined to contain soil which is contaminated with certain Hazardous Materials and/or petroleum in excess of applicable Residential and Industrial/Commercial Direct Exposure Criteria pursuant to the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (“Remediation Regulations”);

WHEREAS, the Grantor and the Rhode Island Department of Environmental Management (“Department”) have determined that the environmental land use restrictions set forth below are consistent with the regulations adopted by the Department pursuant to R.I.G.L. § 23-19.14-1 and that this restriction shall be a Conservation Restriction pursuant to R.I.G.L. § 34-39-1 et. seq. and shall not be subject to the 30-year limitation provided in R.I.G.L. § 34-4-21;

WHEREAS, the Department's written approval of this Restriction is contained in the document entitled: Remedial Decision Letter issued pursuant to the Remediation Regulations;

WHEREAS, to prevent exposure to or migration of Hazardous Substances and to abate hazards to human health and/or the environment, and in accordance with the Remedial Decision Letter, the Grantor desires to impose certain restrictions upon the use, occupancy, and activities of and at the Property;

WHEREAS, the Grantor believes that this Restriction will effectively protect public health and the environment from such contamination; and

WHEREAS, the Grantor intends that such restrictions shall run with the land and be binding upon and enforceable against the Grantor and the Grantor’s successors and assigns.

NOW, THEREFORE, Grantor agrees as follows:

A. Restrictions Applicable to the Property: In accordance with the Remedial Decision Letter, the use, occupancy and activity of and at the Property is restricted as follows:

- i. No residential use of the Property shall be permitted that is contrary to Department approvals and restrictions contained herein;
- ii. No groundwater at the Property shall be used as potable water;
- iii. No soil at the Property shall be disturbed in any manner without written permission of the Department's Office of Land Revitalization & Sustainable Materials Management, except as permitted in the Remedial Action Work Plan (RAWP) or Soil Management Plan (SMP), Exhibit B and attached hereto, approved by the Department in a written approval letter dated _____ (date);
- [iv. Humans engaged in activities at the Property shall not be exposed to soils containing Hazardous Materials and/or petroleum in concentrations exceeding the applicable Department approved Direct Exposure Criteria set forth in the Remediation Regulations;
- [v. The engineered controls at the Property described in the RAWP contained in Exhibit B attached hereto shall not be disturbed and shall be properly maintained to prevent humans engaged in industrial/commercial activity from being exposed to soils and/or soil vapor containing Hazardous Materials and/or petroleum in concentrations exceeding the applicable Department-approved Industrial/Commercial Direct Exposure Criteria in accordance with the Remediation Regulations; and

B. No action shall be taken, allowed, suffered, or omitted at the Property if such action or omission is reasonably likely to:

- i. Create a risk of migration of Hazardous Materials and/or petroleum;
- ii. Create a potential hazard to human health or the environment; or
- iii. Result in the disturbance of any engineering controls utilized at the Property, except as permitted in the Department-approved RAWP and/or SMP contained in Exhibit B.

C. Emergencies: In the event of any emergency which presents a significant risk to human health or to the environment, including but not limited to, maintenance and repair of utility lines or a response to emergencies such as fire or flood, the application of Paragraphs A (iii.-viii.) and B above may be suspended, provided such risk cannot be abated without suspending such Paragraphs and the Grantor complies with the following:

- i. Grantor shall notify the Department's Office of Land Revitalization & Sustainable Materials Management in writing of the emergency as soon as possible but no more than three (3) business days after Grantor's having learned of the emergency. (This does not remove Grantor's obligation to notify any other necessary state, local or federal agencies.);
- ii. Grantor shall limit both the extent and duration of the suspension to the minimum period reasonable and necessary to adequately respond to the emergency;

- iii. Grantor shall implement reasonable measures necessary to prevent actual, potential, present and future risk to human health and the environment resulting from such suspension;
- iv. Grantor shall communicate at the time of written notification to the Department its intention to conduct the Emergency Response Actions and provide a schedule to complete the Emergency Response Actions;
- v. Grantor shall continue to implement the Emergency Response Actions, on the schedule submitted to the Department, to ensure that the Property is remediated in accordance with the Remediation Regulations (or applicable variance) or restored to its condition prior to such emergency. Based upon information submitted to the Department at the time the ELUR was recorded pertaining to known environmental conditions at the Property, emergency maintenance and repair of utility lines shall only require restoration of the Property to its condition prior to the maintenance and repair of the utility lines; and
- vi. Grantor shall submit to the Department, within ten (10) days after the completion of the Emergency Response Action, a status report describing the emergency activities that have been completed.

D. Release of Restriction; Alterations of Subject Area: The Grantor shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of the Property inconsistent with this Restriction unless the Grantor has received the Department's prior written approval for such alteration. If the Department determines that the proposed alteration is significant, the Department may require the amendment of this Restriction. Alterations deemed insignificant by the Department will be approved via a letter from the Department. The Department shall not approve any such alteration and shall not release the Property from the provisions of this Restriction unless the Grantor demonstrates to the Department's satisfaction that Grantor has managed the Property in accordance with applicable regulations.

E. Notice of Lessees and Other Holders of Interests in the Property: The Grantor, or any future holder of any interest in the Property, shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee, grantee, or transferee to comply with this Restriction. The failure to include such provision shall not affect the validity or applicability of this Restriction to the Property.

F. Enforceability: If any court of competent jurisdiction determines that any provision of this Restriction is invalid or unenforceable, the Grantor shall notify the Department in writing within fourteen (14) days of such determination.

G. Binding Effect: All of the terms, covenants, and conditions of this Restriction shall run with the land and shall be binding on the Grantor, its successors and assigns, and each Owner and any other party entitled to control, possession or use of the Property during such period of Ownership or possession.

H. Inspection & Non-Compliance: It shall be the obligation of the Grantor, or any future holder of any interest in the Property, to provide for annual inspections of the Property for compliance with the ELUR in accordance with Department requirements.

A qualified environmental professional will, on behalf of the Grantor or future holder of any interest in the Property, evaluate the compliance status of the Property on an annual basis. Upon completion of the evaluation, the environmental professional will prepare and simultaneously submit to the Department and to the Grantor or future holder of any interest in the Property an evaluation report detailing the findings of the inspection, and noting any compliance violations at the Property. If the Property is determined to be out of compliance with the terms of the ELUR, the Grantor or future holder of any interest in the Property shall submit a corrective action plan in writing to the Department within ten (10) days of receipt of the evaluation report, indicating the plans to bring the Property into compliance with the ELUR, including, at a minimum, a schedule for implementation of the plan.

In the event of any violation of the terms of this Restriction, which remains uncured more than ninety (90) days after written notice of violation, all Department approvals and agreements relating to the Property may be voided at the sole discretion of the Department.

I. Terms Used Herein: The definitions of terms used herein shall be the same as the definitions contained in Section 3 (DEFINITIONS) of the Remediation Regulations.

IN WITNESS WHEREOF, the Grantor has hereunto set (his/her) hand and seal on the day and year set forth above.

Providence Redevelopment Agency

By: _____
Grantor (signature) _____ Grantor (typed name)

STATE OF RHODE ISLAND
COUNTY OF _____

In (CITY/TOWN), in said County and State, on the ____ day of _____, 20____, before me Personally appeared _____, to me known and known by me to be the party executing the foregoing instrument and (he/she) acknowledged said instrument by (him/her) executed to be (his/her) free act and deed.

Notary Public: _____

My Comm. Expires: _____

Appendix D

Draft Post-Remediation Soil Management Plan

**Post Remediation Soil Management Plan
246 Prairie Avenue, Providence, Rhode Island, Plat 45, Lot 911**

This Soil Management Plan (SMP) has been prepared to establish procedures that will be followed should future construction/maintenance activities at the 246 Prairie Avenue, Providence, Rhode Island property require the need to manage soils excavated from the subsurface or when existing site surfaces / Department approved engineered controls (asphalt, concrete, landscaping and/or foundations) are disturbed. The plan serves to supplement, and will be initiated by, the RIDEM notification requirement established by the Environmental Land Use Restriction (ELUR) for the property.

Background

The Property, located at 246 Prairie Avenue, Providence, Rhode Island, was formerly improved with numerous residential properties in the early 1900's. In 1970, the current building on the Site was divided into several commercial businesses, including Kent Cleansers, a dry-cleaning facility, located in the central portion of the building. In September 2010, the lots were combined to form Lot 911. The property was found to contain arsenic in soil and trichloroethylene and tetrachloroethylene in soil gas during site investigations performed at the property. More recently, the site has been occupied by the Urban League of Rhode Island, Inc. and used as an office building. The Department approved remedy included limited soil excavation and off-site disposal, encapsulation of site soils by one foot of clean fill overlying a geotextile fabric and four inches of hardscape overlying six inches of clean fill, and a sub-slab vapor mitigation system. The regulated site soils are covered with Department approved engineered controls, consisting of building foundations, asphalt pavement, and landscaping in order to prevent direct exposure to regulated soils and/or infiltration through soils which exceed the Department's Method 1 GB Leachability Criteria.

Applicable Area

This SMP and affiliated ELUR, which restricts the property to Industrial/Commercial use, pertains to the entire Property. See attached site figure.

Soil Management

The direct exposure pathway is the primary concern at the site. Individuals engaged in activities at the site may be exposed through incidental ingestion, dermal contact, or inhalation of vapors or entrained soil particles if proper precautions are not taken. Therefore, the following procedures will be followed to minimize the potential of exposure.

During site work, the appropriate precautions will be taken to restrict unauthorized access to the property.

During all site/earth work, dust suppression (e.g. watering, etc) techniques must be employed at all times. If it is anticipated due to the nature of the contaminants of concern that odors may be generated during site activities, air monitoring and means to control odors will be utilized, as appropriate (e.g. odor-suppressing foam, etc).

In the event that an unexpected observation or situation arises during site work, such activities will immediately stop. Workers will not attempt to handle the situation themselves but will contact the appropriate authority for further direction.

In the event that certain soils on site were not previously characterized, these soils are presumed to be regulated until such time that it is demonstrated to the Department, through sampling and laboratory analysis that they are not regulated. (For example, presumptive remedies or locations of previously inaccessible soil.)

If excess soil is generated / excavated from the Property, the soil is to remain on-site for analytical testing, to be performed by an environmental professional, in order to determine the appropriate disposal and/or management options. The soil must be placed on and covered with polyethylene/plastic sheeting during the entire duration of its staging and secured with appropriate controls to limit the loss of the cover and protect against storm-water and / or wind erosion (e.g. hay bales, silt fencing, rocks, etc).

Excavated soils will be staged and temporarily stored in a designated area of the property. Within reason, the storage location will be selected to limit the unauthorized access to the materials (e.g., away from public roadways/walkways). No regulated soil will be stockpiled on-site for greater than 60 days without prior Department approval.

In the event that stockpiled soils pose a risk or threat of leaching hazardous materials, a proper leak-proof container (e.g. drum or lined roll-off) or secondary containment will be utilized.

Soils excavated from the site may not be re-used as fill on residential property. Excavated fill material shall not be re-used as fill on commercial or industrial properties unless it meets the Department's Method 1 Residential Direct Exposure Criteria for all constituents listed in Table 1 of the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations). Copies of the laboratory analysis results shall be maintained by the site owner and included in the annual inspection report for the site, or the closure report if applicable. In the event that the soil does not meet any of these criteria, the material must be properly managed and disposed of off site at a licensed facility.

Site soils, which are to be disposed of off-site, must be done so at a licensed facility in accordance with all local, state, and federal laws. Copies of the material shipping records associated with the disposal of the material shall be maintained by the site owner and included in the annual inspection report for the site.

Best soil management practices should be employed at all times and regulated soils should be segregated into separate piles (or cells or containers) as appropriate based upon the results of analytical testing, when multiple reuse options are planned (e.g. reuse on-site, reuse at a Department approved Industrial/Commercial property, or disposal at a Department approved licensed facility).

All non-disposable equipment used during the soil disturbance activities will be properly decontaminated as appropriate prior to removal from the site. All disposable equipment used during the soil disturbance activities will be properly containerized and disposed of following completion of the work. All vehicles utilized during the work shall be properly decontaminated as appropriate prior to leaving the site.

At the completion of site work, all exposed soils are required to be recapped with Department approved engineered controls (2 ft of clean fill or equivalent: building foundations, 4 inches of pavement/concrete underlain with 6 inches of clean fill, and/or 1 foot of clean fill underlain with a geotextile liner) consistent or better than the site surface conditions prior to the work that took place. These measures must also be consistent with the Department approved ELUR recorded on the property. Any clean fill material brought on site is required to meet the Department's Method 1 Residential Direct Exposure Criteria or be designated by an Environmental Professional as Non-Jurisdictional under the Remediation Regulations. The Annual Inspection Report for the site, or Closure Report if applicable, should include either analytical sampling results from the fill demonstrating compliance or alternatively include written certification by an Environmental Professional that the fill is not jurisdictional.

Groundwater Management

Not applicable to the site.

Worker Health and Safety

To ensure the health and safety of on-site workers, persons involved in the excavation and handling of the material on site are required to wear a minimum of Level D personal protection equipment, including gloves, work boots and eye protection. Workers are also required to wash their hands with soap and water prior to eating, drinking, smoking, or leaving the site.

Department Approval

In accordance with Section A iii of the ELUR, no soil at the property is to be disturbed in any manner without prior written permission of the Department's Office of Land Revitalization & Sustainable Materials Management, except for minor inspections, maintenance, and landscaping activities that do not disturb the contaminated soil at the Site. As part of the notification process, the site owner shall provide a brief written description of the anticipated site activity involving soil excavation. The notification should be submitted to the Department no later than 60 days prior to the proposed initiation of the start of site activities. The description shall include an estimate of the

volume of soil to be excavated, a list of the known and anticipated contaminants of concern, a site figure clearly identifying the proposed areas to be excavated/disturbed, the duration of the project and the proposed disposal location of the soil.

Following written Notification, the Department will determine the post closure reporting requirements. Significant disturbances of regulated soil will require submission of a Closure Report for Department review and approval documenting that the activities were performed in accordance with this SMP and the Department approved ELUR. Minor disturbances of regulated soil may be documented through the annual certification submitted in accordance with Section H (Inspection & Non-Compliance) of the Department approved ELUR. The Department will also make a determination regarding the necessity of performing Public Notice to abutting property owners/tenants concerning the proposed activities. Work associated with the Notification will not commence until written Department approval has been issued. Once Department approval has been issued, the Department will be notified a minimum of two (2) days prior to the start of activities at the site. Shall any significant alterations to the Department approved plan be necessary, a written description of the proposed deviation, will be submitted to the Department for review and approval prior to initiating such changes.

Asbestos Abatement Plan

Urban League of Rhode Island Building
246 Prairie Avenue
Providence, Rhode Island

Providence Redevelopment Agency

Providence, Rhode Island

April 2024

DRAFT



FUSS & O'NEILL

Fuss & O'Neill, Inc.
317 Iron Horse Way, Suite 204
Providence, Rhode Island 02908



FUSS & O'NEILL

April 1, 2024

Rhode Island Department of Health
Asbestos Control Program
3 Capitol Hill, Room 206
Providence, RI 02908-5097

Re: Asbestos Abatement Plan
Urban League of Rhode Island Building
246 Prairie Avenue, Providence, Rhode Island
Fuss & O'Neill, Inc. Reference Number 20151007.U10

To Whom It May Concern:

Enclosed is a Rhode Island Department of Health (RIDOH) Asbestos Abatement Plan (the "Plan") for the Urban League of Rhode Island building located at 246 Prairie Avenue in Providence, Rhode Island. Fuss & O'Neill, Inc. has prepared this Plan in accordance with requirements of the RIDOH Rules and Regulations for Asbestos Control (216-RICR-50-15-1) for the Providence Redevelopment Agency (the "Client"). The materials included in the Plan are those asbestos-containing materials identified as part of our Limited Hazardous Building Materials Inspection Report dated March 2024, that is appended to the Plan.

The RIDOH-licensed Asbestos Abatement Contractor performing the work specified in the Plan has not been chosen at this time.

If you should have any questions regarding the content of this Plan, please do not hesitate to contact me at 401-595-8270.

317 Iron Horse Way
Suite 204
Providence, RI
02908
† 401.861.3070
800.286.2469
f 401.861.3076

Sincerely,

Jonathan L. Hand
Project Manager/Asbestos Designer

www.fando.com

/rlz

California
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

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Urban League of Rhode Island Building
246 Prairie Avenue, Providence, Rhode Island
Providence Redevelopment Agency**

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1 Introduction

1.1 Building Description

The Site building is a one-story concrete-masonry-unit (CMU) structure with approximately 49,250-square feet of interior space. Interior finishes consist of resilient floor coverings, carpet, gypsum wallboard with joint compound, and suspended ceiling systems with acoustical ceiling tiles. The exterior finishes consist of CMU and a flat rubber membrane roofing system on a corrugated metal deck.

1.2 Asbestos Survey

This Asbestos Abatement Plan includes the results from the Limited Hazardous Building Materials Inspection Report completed by Fuss & O'Neill, Inc. (Fuss & O'Neill) dated March 2024. Fuss & O'Neill utilized a United States Environmental Protection Agency (EPA)-accredited and Rhode Island Department of Health (RIDOH)-certified Asbestos Inspector during the inspection. This Asbestos Abatement Plan was prepared for the Site building located at the above-listed address in accordance with Paragraphs 1.6 and 1.17 of the RIDOH Regulations for Asbestos Control (216-RICR-50-15-1) on behalf of the Providence Redevelopment Agency (the "Owner").

Asbestos bulk samples were collected and submitted under chain of custody (COC) to Rhode Island Analytical Laboratories, Inc. (RIAL) of Warwick, Rhode Island for analysis using the USEPA Interim Method for the Determination of Asbestos in Bulk Building Materials (USEPA/600/R-93/116) via Polarized Light Microscopy with Dispersion Staining (PLM/DS). The percentage of asbestos, where applicable, was determined by stereomicroscopic visual estimation. The lab is a RIDOH-licensed Asbestos Analytical Laboratories and is accredited under the National Voluntary Laboratory Accreditation Program.

A complete list of ACM and non-ACM analyzed as part of the inspection identified by sample identification, material type, location, and asbestos content and a summary of the classification, condition, and approximate quantity of identified ACM are presented in the survey report located in *Appendix E* and the Asbestos-Containing Material Summary located in *Appendix F*. The asbestos laboratory analytical reports and COC forms are also included in *Appendix E*.

2 Specific Proposed Abatement Methods

The following safeguards will be adhered to pre-asbestos abatement:

- The building entry points have been, and will remain, secured.
- All doors and access to the building will remain locked and secured; no unauthorized personnel will be allowed to enter the building.
- Asbestos warning signs will be posted at each entrance to the building once abatement starts.
- Abatement activities will be performed by an Asbestos Contractor licensed by the State of Rhode Island in accordance with Paragraph 1.7 of the RIDOH Regulation for Asbestos Control. The Asbestos Contractor

will utilize Form ASB-22 to notify RIDOH in writing at least ten (10) working days before beginning any on-site work. The Asbestos Contractor's Site Supervisor will also notify the RIDOH by telephone when on-site preparation commences.

The Asbestos Contractor will set up barriers and remove ACM in accordance with 216-RICR-50-15-1 1.14.2, 1.14.3, & 1.14.8 as applicable. This will include:

- Interior Work
 - Cordon off the work area(s) using asbestos danger tape.
 - Don Tyvek suits, gloves, hard hats, eye protection, and ½-face negative pressure respirators.
 - Establish interior critical barriers consisting of 2 layers of 6-mil poly sheeting.
 - Install a 3-chamber decontamination facility, consisting of a clean room, shower room, and equipment room, each separated from each other and from the work area by airlocks and accessible through doorways protected with two (2) overlapping polyethylene sheets (in accordance with OSHA 29 CFR 1926.58).
 - Install 2 layers of 4-mil poly sheeting on walls and 2 layers of 6-mil poly sheeting on floors and ceilings (unless those surfaces are being abated). A waiver for the use of 1 layer of poly sheeting on the walls as opposed to 2 layers has been requested.
 - Install high-efficiency particulate air (HEPA)-filtered work area ventilation units.
 - Wet and remove ACM using hand tools and mechanical chipping guns.
 - Appropriately package all waste.
 - Decon all tools prior to leaving regulated area.
 - Appropriately dispose of debris resulting from this work as ACM.
 - During the duration of work, personnel samples will be collected as required.

- Exterior Work
 - Cordon off the work area(s) using asbestos danger tape.
 - Don Tyvek suits, gloves, hard hats, eye protection, and ½-face negative pressure respirators.
 - Install two (2) layers of 6-mil poly sheeting on the first horizontal surface below the work area extending from the edge of the building to at least ten (10) feet away from the building.
 - Install critical barriers consisting of one (1) layer of 6-mil poly sheeting over HVAC intakes or exhaust vents on the roof area.
 - Install a 2-chambered worker decontamination enclosure system consisting of a clean room and equipment room, each separated from each other and from the work area by airlocks and accessible through doorways protected with two (2) overlapping polyethylene sheets (in accordance with OSHA 29 CFR 1926.58).
 - Wet and remove ACM using hand tools and mechanical caulking cutters.
 - Appropriately package all waste.
 - Decon all tools prior to leaving regulated area.
 - Appropriately dispose of debris resulting from this work as ACM.
 - During the duration of work, personnel samples will be collected as required.

Material shall be kept wet during removal and properly segregated for disposal as asbestos-containing waste material. The abated ACM will be placed into an enclosed container that is lined with 2 layers of 6-mil poly sheeting that will be later used to transport materials off the Site for ultimate disposal. Transportation and disposal firm details will be provided by the Asbestos Contractor.

Final visual inspections by a representative from Fuss & O'Neill will be used to evaluate whether the ACM has been fully removed. For final visual inspections, the Asbestos Contractor is anticipated to retain critical barriers, the decontamination unit, and the HEPA-filtered work area ventilation units in-place until the post-abatement visual clearance inspection has been performed.

Following the final visual inspection, final clearance air samples will be collected from the containment and will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health Method 7400. The final clearance air sampling results will be compared to the RIDOH re-occupancy level of 0.01 fibers per cubic centimeter (fibers/cc) of air.

3 Interim Operations and Maintenance Program

As required by Paragraph 1.17.2 of the RIDOH Regulation for Asbestos Control, an interim Operations and Maintenance Program will be implemented until the ACM can be abated.

The identified ACM is generally in good condition and access to the building has been barred by plywood and/or other construction barriers. The Owner's representative has been informed of the presence of ACM within the building and has been provided with the hazardous building materials inspection report, specification, Asbestos Abatement Plan, and site drawings depicting the locations and descriptions of identified ACM.

The Site building is currently unoccupied, and access to the building is restricted to unauthorized personnel by locked and secured fencing and construction barriers. There is no intent to enter or access the building until the abatement project proceeds. Prior to the initiation and upon the completion of the abatement project, no activities (maintenance or otherwise) will be conducted in which ACM may have the potential of being disturbed at any location throughout the work areas.

Contractors employed by the building owner who, as a consequence of their work activities may disturb ACM, must be professionally trained and certified by the RIDOH as a "Competent Person" in accordance with the regulations.

4 Request for Waivers

No post abatement clearance air sampling following abatement for demolition project [1.17.3(A) (1.-4.)].

A waiver of background, pre-abatement, and clearance air sampling is being requested as abatement is being conducted for demolition purposes. The building will be secured by the Owner, and asbestos danger signage will be placed by the Asbestos Contractor on the exterior of the building. The Asbestos Contractor shall collect OSHA personal air samples, representing each type of work activity, with a minimum of 2 air samples per shift, each on a different worker [1.13] in accordance with 29 CFR 1926.1101(f).

Worker OSHA compliance samples in lieu of clearance air sampling for exterior abatement [1.14.8(K)]

For exterior work, in lieu of air clearance and in-process air sampling, the Asbestos Contractor shall collect OSHA personnel air samples, representing each type of work activity, with a minimum of 2 air samples per shift, each on a different worker [1.14.8(K)] in accordance with 29 CFR 1926.1101 (f).

Interior Windows, Adhesives, & Flooring Materials – Floor & Wall Poly Sheeting

A waiver of the requirements to use 2 layers of 6-mil poly sheeting on the floors and 2 layers of 4-mil poly sheeting on the walls is requested [1.14.2(C.)]. Instead, 1 layer of 6-mil poly and 1 layer of 4-mil poly will be used. The request relating to the use of floor poly sheeting does not apply to work areas where flooring materials are present, as they are exempt from this requirement. This waiver request does not apply where friable ACM such as Thermal System Insulation (TSI) pipe and mudding fitting abatement is undertaken.

5 Alternative Work Practices

Non-friable caulking, sealants, and adhesives as part of window systems shall be removed from the Site building. Removal shall be performed using 1.16 Alternative Procedures, which would include some work procedures from 1.14.8 and the applicable requirements of 1.14.2 & 1.14.3, including as follows.

Material shall be kept wet during removal and properly segregated for disposal as asbestos-containing waste material. Work shall be conducted as exterior abatement with critical barriers and drop cloths consisting of two (2) layers of 6-mil poly sheeting in-place. Poly sheeting shall extend 10' from the work area in all directions. Warning signs shall be posted in accordance with 1.14.2(G.). A two-chamber decontamination facility shall be erected for this work.

Appendix A

State of Rhode Island
Application for Approval of an Asbestos Abatement Plan
FORMS ASB-16/ASB-16A/ASB-16



RHODE ISLAND DEPARTMENT OF HEALTH

Instructions for Preparing: ASBESTOS ABATEMENT PLAN APPLICATION

Forms ASB-16/ASB-16A/ASB-16B

To remove, encapsulate, enclose, repair, or otherwise disturb or abate asbestos at a facility in Rhode Island, the property owner must complete an Asbestos Abatement (Management) Plan Application (“Application,” Forms ASB-16/ASB-16A/ASB-16B) which includes all required information. The work cannot begin until the Asbestos Abatement (Management) Plan (“Plan”) is approved by the Rhode Island Department of Health (RIDOH) in accordance with the Rules and Regulations for Asbestos Control (216-RICR-50-15-1).

1. Submit the Application to:

**Rhode Island Department of Health
Center for Healthy Homes and Environment - Asbestos Program
3 Capitol Hill, Room 206
Providence, RI 02908-5097**

2. The time necessary for review by RIDOH varies with the complexity of the plan and completeness of the Application. For planning purposes, allow 30 calendar days from the time of submission to approval.
3. The appropriate application fee, specified in item 17 on Form ASB-16, must be submitted. Applications submitted without the proper fee will not be processed until the correct fee has been paid.
4. The Asbestos Project Designer who prepared the Plan must sign item 18 on Form ASB-16. A consultant may not sign Form ASB-16B.
5. Form ASB-16B must be signed by an owner or an individual legally authorized to make binding commitments on behalf of the building owner(s). Form ASB-16B must accompany Forms ASB-16 and ASB-16A and cannot be submitted under separate cover.
6. Missing items and/or attachments not clearly marked for identification with a specific item on the forms will delay the review process. In some cases, the Application may be denied and returned for resubmission.
7. The content of the subject Plan may be considered public information under the Rhode Island Access to Public Records Act (APRA).
8. All subsequent related documentation (e.g., start work notification, clearance air sampling, waste manifest) must indicate the approved Plan number.
9. Questions about the Application process can be directed to doh.asbestos@health.ri.gov.



RHODE ISLAND DEPARTMENT OF HEALTH
Center for Healthy Homes and Environment – Asbestos Program

ABATEMENT PLAN APPLICATION

1. Owner/Contact Name: _____

Title: _____

If owned by an organization, organization name: _____

Address: _____

City/State: _____ ZIP: _____

Phone: _____ Email: _____

2. Application prepared by:

Name: _____ RIDOH License No.: _____

Phone: _____ Email: _____

4. Location of abatement work:

Facility/Building Name: _____

Street Address: _____

City/Town: _____ ZIP: _____

5. Reason for Application: (Check all that apply)

Emergency Plan No. _____

Standard Plan

Annual Plan

Response to a Notice or Order (attach copy)

6. Asbestos contractor (if known):

Name: _____ RIDOH License No.: _____

7. Estimated Abatement Work Dates

Start Date: _____ Completion Date: _____

8. Abatement Method: **(Check all that apply)**

Removal	Glovebag
Encapsulation	Asphalt Roofing
Enclosure	Operations & Maintenance Only
Demolition	
Other (Specify): _____	

9. Facility Type: **(Check one)**

Child Care Facility	Private Residential Dwelling
College/University	Public Housing
Hospital	School/School Building
Other (Specify): _____	

10. Building Access: **(Check one)**

Public Access	No Public Access
Limited Public Access	Other (specify) _____

11. Bulk Sampling:

A. Samples collected by:

Name: _____ RIDOH License No.: _____

B. Sampling Methodology: **(Check one)**

EPA AHERA Sampling requirements [40 CFR 763.86].

Other (Specify): _____

C. Analytical Service:

Name: _____ RIDOH License No.: _____

D. Analytical Method: **(Check one)**

PLM (Phase Light Microscopy)

TEM (Transmission Electron Microscopy)

Other (Specify): _____

12. Pre-Abatement Air Sampling:

A. Samples collected by:

Name: _____ RIDOH License No.: _____

Affiliation: _____

B. Analytical Service:

Name: _____ RIDOH License No.: _____

C. Analytical Method: **(Check one)**

PCM (Phase Contrast Microscopy)

TEM (Transmission Electron Microscopy)

Other (Specify): _____

13. Removal and Disposal of Asbestos-Containing Material (ACM):

A. How will ACM be removed from the abatement site? If a hauler or broker will be used to transport the ACM to a disposal site, they must also be identified.

All RACM that will be impacted by proposed demolition of all buildings will be abated by a RIDOH-licensed Asbestos Contractor prior to demolition activities. RACM will be abated utilizing appropriate containment, and all (adequately wet) waste will be placed in double 6-mil polyethylene disposal bags, drums that are double-lined with 6-mil polyethylene disposal bags, and/or dumpsters lined with two layers of 10-mil polyethylene sheeting. All waste shall be appropriately disposed of at a permitted waste disposal facility. Each work area where RACM has been removed shall be visually inspected to ensure no visual suspect dust or debris remains.

B. Provide the name and location of the authorized asbestos waste facility where the ACM will be transferred for disposal (if known).

14. Project Monitor: **(not required)**

Name: _____ RIDOH License No.: _____

Affiliation: _____

15. In-Process & Clearance Air Sampling:

A. If in-process air samples will be collected, describe in an attachment the type, number and location of air samples that will be collected outside the work area during the abatement project. Refer to Appendix B

B. Describe in an attachment the plan of action to be followed if the Indoor Non-Occupational Air Exposure Standard for Asbestos (0.01 fibers per cubic centimeter) is exceeded outside the work area during the abatement project. Refer to Appendix B

C. Required: Describe in an attachment the type, number and location of air samples that will be collected as part of the final clearance testing. Refer to Appendix B

D. Describe in an attachment the plan of action to be followed if the Indoor Non-Occupational Air Exposure Standard for Asbestos (0.01 fiber per cubic centimeter) is exceeded during final clearance testing. Refer to Appendix B

16. A separate and fully completed Form ASB-16A must be submitted for *each area* to be abated. List below the entry in Item 1 from each attached ASB-16A.

- Area 1 - Interior
- Area 2 - Exterior
- Area 3 - Roof

17. Asbestos Abatement Plan Application Fee:

State Agency, fee waived	\$0
Operation & Maintenance Program Only	\$75
Up to One (1) NESHAP Unit	\$75
Between One (1) & Ten (10) NESHAP Units	\$300
Between Ten (10) & Fifty (50) NESHAP Units	\$600
Over Fifty (50) NESHAP Units	\$900
Annual Plan	\$900

One (1) NESHAP Unit = 260 linear feet or 160 square feet or 35 cubic meters

18. I certify that this plan was prepared by me, and I am responsible for its content.

Name: _____ RIDOH License No.: _____

Signature: Jonathan Hand Date: _____

Affiliation: _____

Email: _____ Phone: _____



RHODE ISLAND DEPARTMENT OF HEALTH
Center for Healthy Homes and Environment – Asbestos Program
ASBESTOS ABATEMENT PLAN APPLICATION

Supplemental Information: Area Description and Proposed Plan

Facility/Building: _____

INSTRUCTIONS:

A separate and fully completed Form ASB-16A must be submitted for each area to be abated. All items on this form must be addressed. All references to attachments must be clearly identified. All attachments must be marked with the specific item numbers on this form to which they pertain.

1. Area Location/Identification (Room Name/No., etc.):

Area 1 - Interior

2. Attach a description of each type (e.g., pipe, ceiling, etc.) of asbestos-containing material (ACM) in this area, including condition, location, quantity, and asbestos content. Attach a copy of the laboratory report(s) for all samples. All laboratory reports must include the name of the building(s) and the location(s) of the sample(s).

Refer to Appendix E & Appendix F

3. Attach a current scale drawing of this area, showing direction of North and East, which has been clearly annotated to show the type, location, and quantity of all ACM in this area. This drawing must include a legend which acts as a guide to the scale, symbols and nomenclature used in the drawing. If a master plan or multiple drawings are provided, indicate the specific location(s) and drawing number(s) which depict this area. The location of the decontamination chamber must also be so indicated on the appropriate drawing(s).

Refer to Appendix D

4. Proposed Plan:

A. Attach a description of the interim Operations and Maintenance Plan that will be implemented in accordance with 1.17.2(B). Refer to Section 3

B. Will any portion of this area be abated by use of 1.14 work procedures?

Yes No

If yes, indicate below which ACM in this area will be abated by use of the following 1.14 work procedures: (Check all that apply)

1.14.2 & 1.14.3 Removal _____

- 1.14.2 & 1.14.4 Encapsulation _____
- 1.14.2 & 1.14.5 Enclosure _____
- 1.14.6 Demolition _____
- 1.14.7 Glovebag _____
- 1.14.8 Asphalt Roofing _____
- Other (Specify) _____

C. Are you requesting any waivers to the above selected 1.14 procedure for any of the abatement activities in this area?

Yes No Refer to Section 4

If yes, attach a detailed description of the waivers requested you are proposing to utilize. ***All items must be keyed to the specific section(s) of the regulations for which waivers are requested.***

D. Are you proposing alternative procedures under 1.16 for any of the abatement activities in this area?

Yes No

If yes, attach a detailed description of the alternate procedures requested you are proposing to utilize. ***Alternate procedures must include a justification for not following specific section(s) of the regulations and be as protective of public health.***

E. Will any ACM remain in this area after abatement?

Yes No Beyond scope of inspection

If yes, attach a description of the ACM that will remain and the details of the on-going Operations and Maintenance Plan that will be implemented in accordance with 1.17.2(B).



RHODE ISLAND DEPARTMENT OF HEALTH
Center for Healthy Homes and Environment – Asbestos Program
ASBESTOS ABATEMENT PLAN APPLICATION

Supplemental Information: Area Description and Proposed Plan

Facility/Building: _____

INSTRUCTIONS:

A separate and fully completed Form ASB-16A must be submitted for *each area* to be abated. All items on this form must be addressed. All references to attachments must be clearly identified. All attachments must be marked with the specific item numbers on this form to which they pertain.

1. Area Location/Identification (Room Name/No., etc.):
 Area 2 - Exterior

2. Attach a description of each type (e.g., pipe, ceiling, etc.) of asbestos-containing material (ACM) in this area, including condition, location, quantity, and asbestos content. Attach a copy of the laboratory report(s) for all samples. All laboratory reports must include the name of the building(s) and the location(s) of the sample(s).

Refer to Appendix E & Appendix F

3. Attach a current scale drawing of this area, showing direction of North and East, which has been clearly annotated to show the type, location, and quantity of all ACM in this area. This drawing must include a legend which acts as a guide to the scale, symbols and nomenclature used in the drawing. If a master plan or multiple drawings are provided, indicate the specific location(s) and drawing number(s) which depict this area. The location of the decontamination chamber must also be so indicated on the appropriate drawing(s).

Refer to Appendix D

4. Proposed Plan:
 A. Attach a description of the interim Operations and Maintenance Plan that will be implemented in accordance with 1.17.2(B). Refer to Section 3

- B. Will any portion of this area be abated by use of 1.14 work procedures?
 Yes No

If yes, indicate below which ACM in this area will be abated by use of the following 1.14 work procedures: **(Check all that apply)**

1.14.2 & 1.14.3 Removal _____

- 1.14.2 & 1.14.4 Encapsulation _____
- 1.14.2 & 1.14.5 Enclosure _____
- 1.14.6 Demolition _____
- 1.14.7 Glovebag _____
- 1.14.8 Asphalt Roofing _____
- Other (Specify) _____

C. Are you requesting any waivers to the above selected 1.14 procedure for any of the abatement activities in this area?

Yes No Refer to Section 4

If yes, attach a detailed description of the waivers requested you are proposing to utilize. ***All items must be keyed to the specific section(s) of the regulations for which waivers are requested.***

D. Are you proposing alternative procedures under 1.16 for any of the abatement activities in this area?

Yes No Refer to Section 5

If yes, attach a detailed description of the alternate procedures requested you are proposing to utilize. ***Alternate procedures must include a justification for not following specific section(s) of the regulations and be as protective of public health.***

E. Will any ACM remain in this area after abatement?

Yes No Beyond scope of inspection

If yes, attach a description of the ACM that will remain and the details of the on-going Operations and Maintenance Plan that will be implemented in accordance with 1.17.2(B).

- 1.14.2 & 1.14.4 Encapsulation _____
- 1.14.2 & 1.14.5 Enclosure _____
- 1.14.6 Demolition _____
- 1.14.7 Glovebag _____
- 1.14.8 Asphalt Roofing _____
- Other (Specify) _____

C. Are you requesting any waivers to the above selected 1.14 procedure for any of the abatement activities in this area?

Yes No Refer to Section 4

If yes, attach a detailed description of the waivers requested you are proposing to utilize. ***All items must be keyed to the specific section(s) of the regulations for which waivers are requested.***

D. Are you proposing alternative procedures under 1.16 for any of the abatement activities in this area?

Yes No

If yes, attach a detailed description of the alternate procedures requested you are proposing to utilize. ***Alternate procedures must include a justification for not following specific section(s) of the regulations and be as protective of public health.***

E. Will any ACM remain in this area after abatement?

Yes No Beyond scope of inspection

If yes, attach a description of the ACM that will remain and the details of the on-going Operations and Maintenance Plan that will be implemented in accordance with 1.17.2(B).



RHODE ISLAND DEPARTMENT OF HEALTH

NOTARIZED CERTIFICATION OF ASBESTOS ABATEMENT PLAN

Facility/Building: _____

Address: _____

City/Town: _____ ZIP: _____ Amendment Phase No: _____

Abatement Plan Prepared By: _____ RIDOH License No.: _____

Summary of specific waivers/variances being requested:

Abatement Information

Abatement Method: (Check all that apply)

Removal

Demolition

Encapsulation

Glovebag

Enclosure

Asphalt Roofing

Other (specify): _____

Asbestos Contractor: _____ RIDOH License No.: _____

Estimated Starting Date: _____

Pre-Abatement Sampling Information

Bulk samples collected by: _____ RIDOH License No.: _____

Bulk samples analyzed by: _____ RIDOH License No.: _____

Air samples collected by: _____ RIDOH License No.: _____

Air samples analyzed by: _____ RIDOH License No.: _____

Clearance Air Sampling Information

Air samples to be collected by: _____

Air samples to be analyzed by: _____ RIDOH License No.: _____

CERTIFICATION

I certify that: this asbestos abatement plan is prepared and submitted under the provisions of Rhode Island General Laws Chapter 23-24.5 and the Rules and Regulations for Asbestos Control (216-RICR-50-15-1); all abatement/management activities performed in conjunction with this plan will be in compliance with the specifications prescribed in this plan (when approved) and the most current revision of all applicable federal and state regulations; and the asbestos abatement/management activities described in this plan will be performed by a Rhode Island licensed asbestos abatement contractor.

State of Rhode Island, County of _____, On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), and proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged that they signed it voluntarily for its stated purpose.

Signature of Building Owner or Agent

Printed Name of Building Owner or Agent

(official signature and stamp of notary)

My Commission expires: _____

Printed Name, ID Number Notary Public

Appendix B

In-Process & Clearance Air Sampling Plan

In-Process & Clearance Air Sampling Plan
246 Prairie Avenue, Providence, Rhode Island

The following supplemental information is being submitted for each of the required items included on Form ASB-16 lines 17 A, B, C, and D.

Item No. 17A - During Abatement Air Sampling

Since the building will be demolished immediately following abatement and personnel will be barred from entering the structures, in lieu of air clearance and in-process air sampling, the Contractor shall collect OSHA personnel air samples, representing each type of work activity, with a minimum of two air samples per shift, each on a different worker [1.13] in accordance with 29 CFR, Part 1926.1101 (f). Air samples will be collected using 25-millimeter (mm) conductive cassettes with a 50-mm cowl extension containing a 0.8 micrometer (μm) pore or a 0.45 μm pore size Mixed Cellulose Ester (MCE) filter. Sample collection and analysis will be done by Phase Contrast Microscopy (PCM) in accordance with the NIOSH 7400 method. This applies for interior and exterior work.

The Asbestos Contractor shall submit all personnel air sample analytical results for the exterior work to the Owner or Owner's Agent, as well as to RIDOH within one week of collection of the air samples.

Item No. 17B - Indoor Non-Occupational Air Exposure Standards during Abatement

Refer to Item No. 17A.

This does not apply for exterior work.

Item No. 17C - Final Clearance Air Samples

Refer to Item No. 17A.

Item No. 17D - Indoor Non-Occupational Air Exposure Standards during Clearance

Refer to Item No. 17A.

This does not apply for exterior work.

Appendix C

Descriptions of Regulated Asbestos-Containing Materials within
Abatement Areas



**Descriptions of Regulated Asbestos-Containing Materials within Abatement Areas
("Attachment B" of Forms ASB-16A)
246 Prairie Avenue, Providence, Rhode Island**

The following supplemental information is being submitted for each of the required items included on Forms ASB-16A lines 2 and 4 (A&B).

**Item No. 2
Asbestos-Containing Material Types**

Refer to the appended report in *Appendix E* which summarizes the RACM identified at the Site.

**Item No. 4 (A)
Operations and Maintenance**

The Site building is presently unoccupied and boarded up/secured since it is unoccupied.

The Owner will be in possession of the hazardous building materials inspection report, specifications, Asbestos Abatement Plan, and Site drawings depicting locations and descriptions of all identified RACM. The Asbestos Contractor shall be responsible for Site control during abatement activities and shall alert subcontractors as to the presence of RACM during Site orientation. The Owner shall be responsible for monitoring existing RACM and notifying Fuss & O'Neill if a disturbance occurs. Fuss & O'Neill will be overseeing demolition/abatement activities. If previously unidentified suspect building materials are discovered, a RIDOH-licensed Asbestos Inspector shall be notified to evaluate the situation and take appropriate actions.

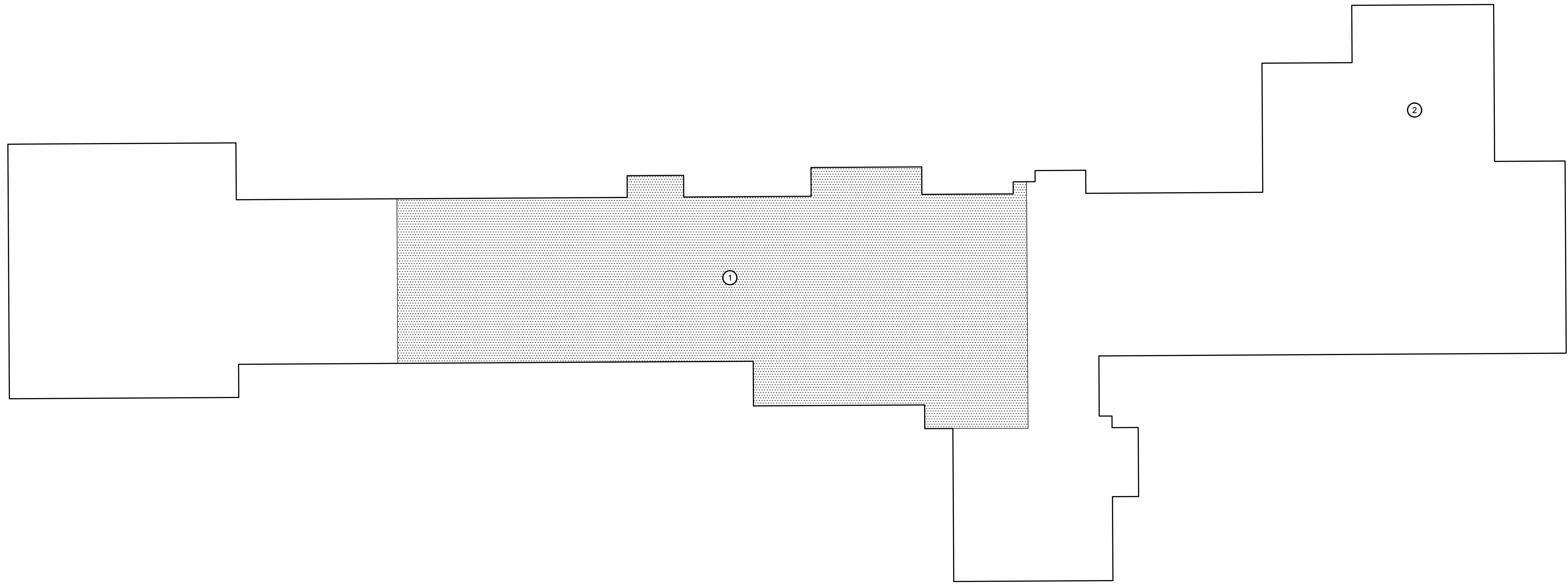
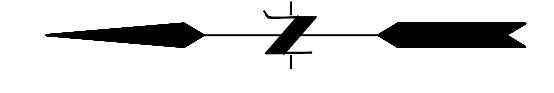
Proper barriers and signage shall be installed prior to abatement activities in accordance with RIDOH Rules and Regulation for Asbestos Control [216-RICR-50-15-1].

**Item No. 4 (B)
Proposed Remedies**

Refer to Sections 2, 3, 4, & 5 above.

Appendix D

Drawings



HAZARDOUS MATERIALS ABATEMENT NOTES

- ① THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF FLOOR TILE AND ASSOCIATED MASTICS/SEALANTS AS ACM.
- ② THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF WALL PANEL ADHESIVE AS ACM.
- ③ THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF INTERIOR & EXTERIOR WINDOW SYSTEM WINDOW GLAZING COMPOUNDS AS ACM.
- ④ THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF ASPHALTIC ROOFING LAYERS & ASSOCIATED TARS/SEALANTS AS ACM.
- ⑤ THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL FLASHING MASTICS/ADHESIVE AS ACM.
- ⑥ THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF CEMENTITIOUS PIPE DEBRIS AS ACM.

GENERAL NOTES

- 1. THE ASBESTOS CONTRACTOR SHALL REVIEW SECTIONS 028213 - ASBESTOS ABATEMENT FOR ADDITIONAL DETAILS IN REGARDS TO REMOVAL.
- 2. DEMOLITION AREAS REPRESENTED ON THIS DRAWING ARE TO BETTER AID IN THE IDENTIFICATION OF AREAS REQUIRING ABATEMENT. THE ASBESTOS ABATEMENT CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS FOR DEMOLITION INFORMATION.
- 3. SHADING OR HATCHING REPRESENTED ON THIS DRAWING IS TO BETTER AID IN THE IDENTIFICATION OF AREAS REQUIRING ABATEMENT.

REFERENCES

- 1. THIS MAP WAS PREPARED FROM RIGIS COLOR ORTHO IMAGERY (2023). SOURCE: THE RHODE ISLAND GEOGRAPHIC INFORMATION SYSTEM (RIGIS).
- 2. SITE FEATURES ARE APPROXIMATE

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 LAYER STATE:

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SEAL

SEAL

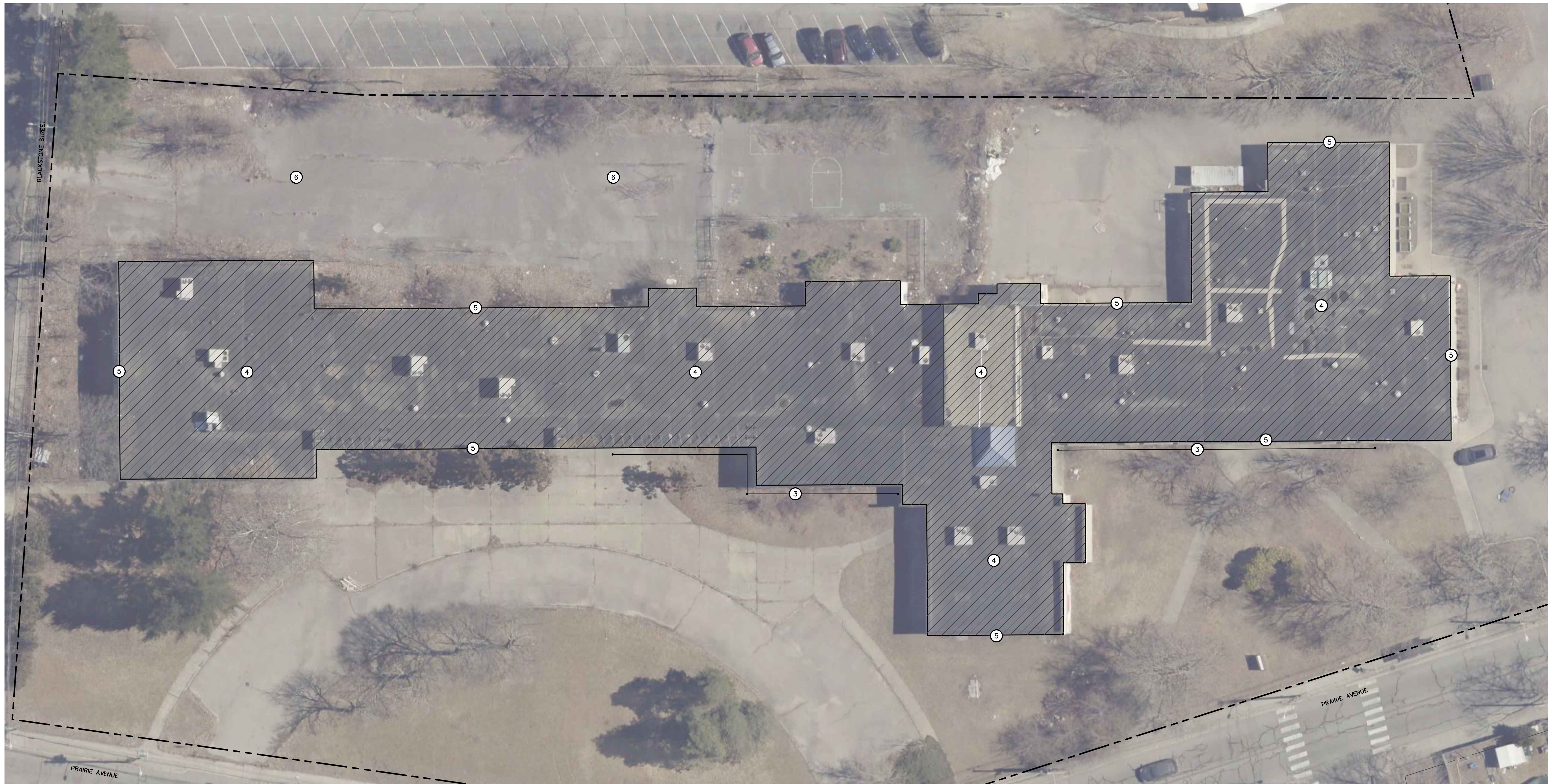
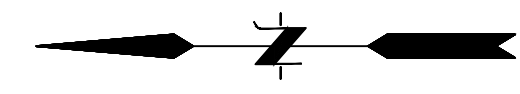
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 HORZ.: 1" = 20'
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 DATUM:
 HORZ.: -
 VERT.: -

 GRAPHIC SCALE

FUSS & O'NEILL
 317 IRON HORSE WAY, SUITE 204
 PROVIDENCE, RI 02908
 401.861.3070
 www.fando.com

RIDEM
 HAZARDOUS MATERIALS ABATEMENT
 FIRST FLOOR PLAN
 246 PRAIRIE AVENUE
 PROVIDENCE RHODE ISLAND

PROJ. No.: 20151007.U10
 DATE: MARCH 2024
HM-101



HAZARDOUS MATERIALS ABATEMENT NOTES

- ① THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF FLOOR TILE AND ASSOCIATED MASTICS/SEALANTS AS ACM.
- ② THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF WALL PANEL ADHESIVE AS ACM.
- ③ THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF INTERIOR & EXTERIOR WINDOW SYSTEM WINDOW GLAZING COMPOUNDS AS ACM.
- ④ THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF ASPHALTIC ROOFING LAYERS & ASSOCIATED TARS/SEALANTS AS ACM.
- ⑤ THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL FLASHING MASTICS/ADHESIVE AS ACM.
- ⑥ THE HAZARDOUS MATERIALS CONTRACTOR SHALL REMOVE AND DISPOSE OF CEMENTITIOUS PIPE DEBRIS AS ACM.

GENERAL NOTES

1. THE ASBESTOS CONTRACTOR SHALL REVIEW SECTIONS 028213 - ASBESTOS ABATEMENT FOR ADDITIONAL DETAILS IN REGARDS TO REMOVAL.
2. DEMOLITION AREAS REPRESENTED ON THIS DRAWING ARE TO BETTER AID IN THE IDENTIFICATION OF AREAS REQUIRING ABATEMENT. THE ASBESTOS ABATEMENT CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS FOR DEMOLITION INFORMATION.
3. SHADING OR HATCHING REPRESENTED ON THIS DRAWING IS TO BETTER AID IN THE IDENTIFICATION OF AREAS REQUIRING ABATEMENT.

REFERENCES

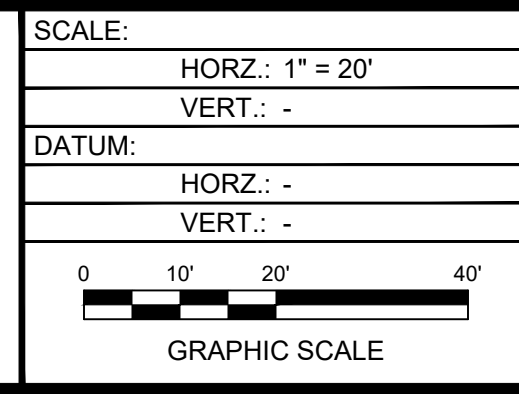
1. THIS MAP WAS PREPARED FROM RIGIS COLOR ORTHO IMAGERY (2023). SOURCE: THE RHODE ISLAND GEOGRAPHIC INFORMATION SYSTEM (RIGIS).
2. SITE FEATURES ARE APPROXIMATE

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 LAYER STATE:

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SEAL

SEAL



FUSS & O'NEILL

317 IRON HORSE WAY, SUITE 204
 PROVIDENCE, RI 02908
 401.861.3070
 www.fando.com

RIDEM

HAZARDOUS MATERIALS ABATEMENT

ROOF PLAN

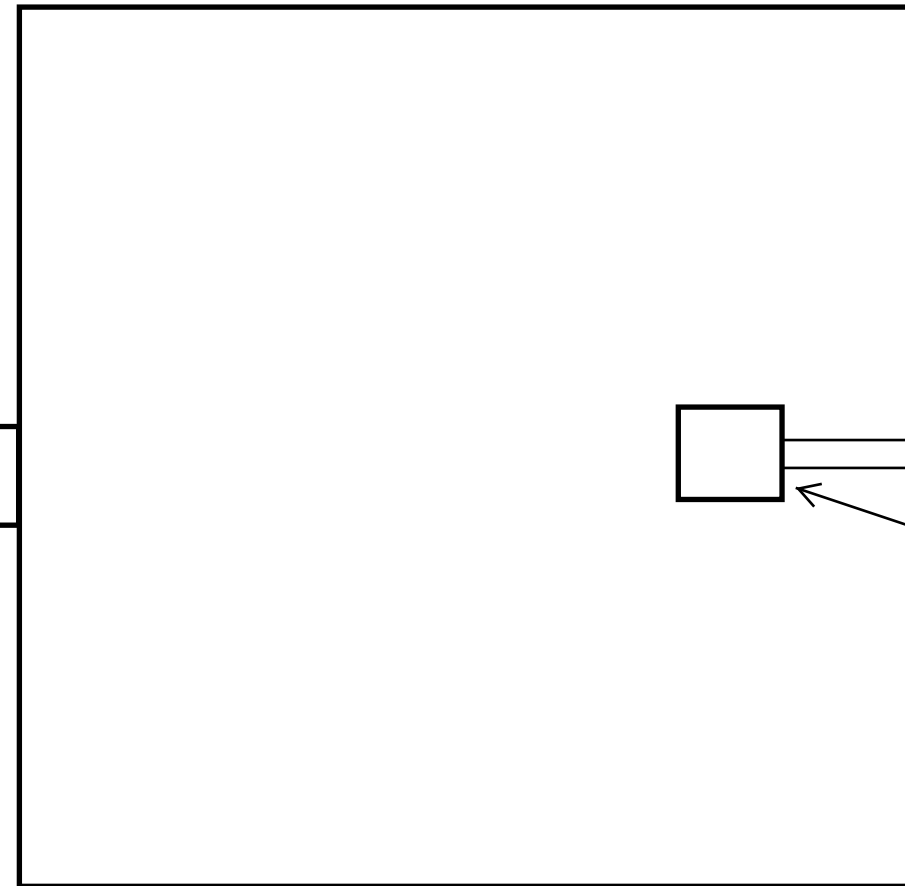
246 PRAIRIE AVENUE

PROVIDENCE RHODE ISLAND

PROJ. No.: 20151007.U10
 DATE: MARCH 2024

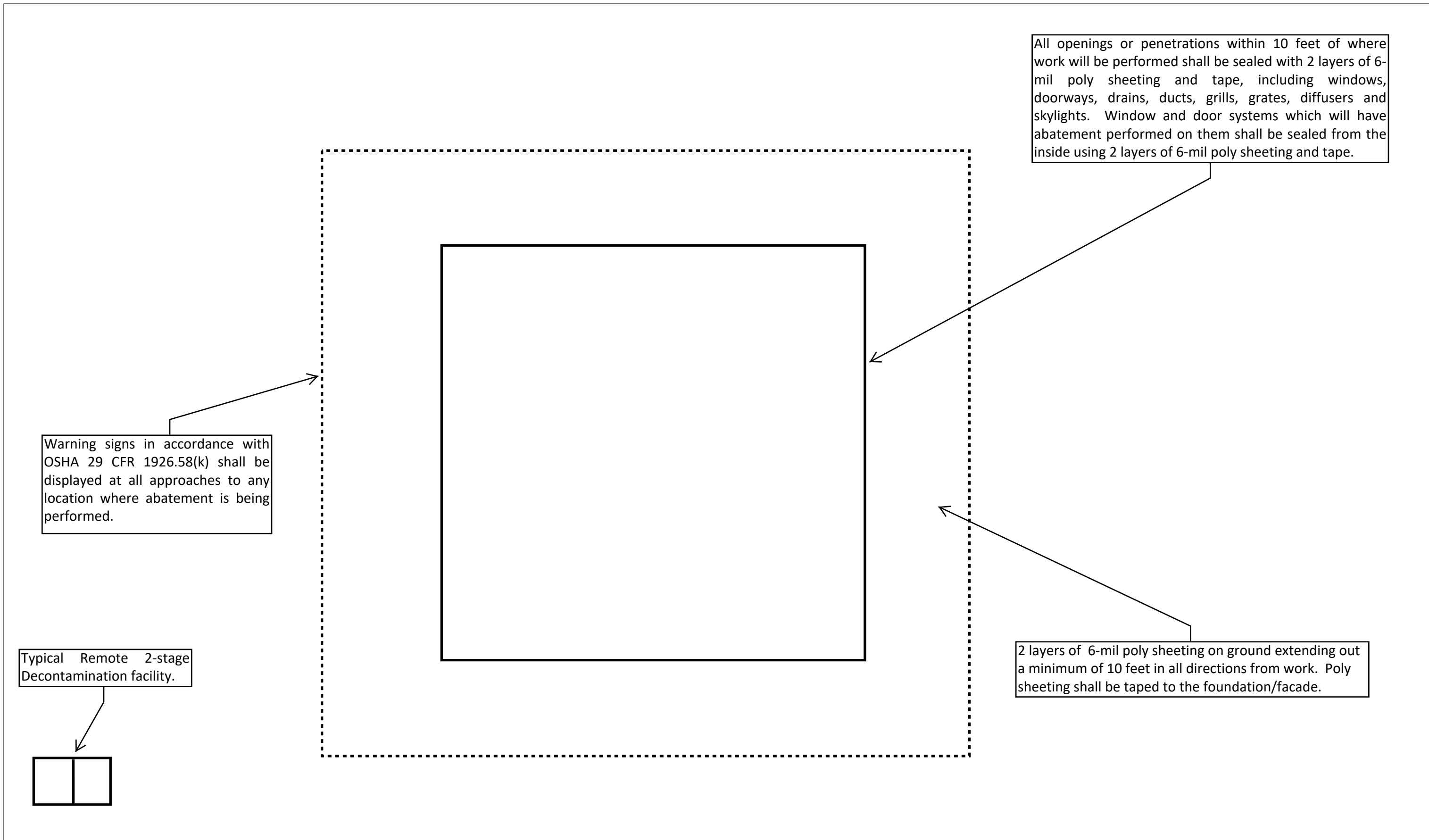
HM-102

Typical 3-stage Decontamination facility - includes hot & cold water, towels, & 5 μ m waste water filter at all times during work. Consult owner for power, water, and drains.



2 layers of 4-mil poly sheeting (1 layer of 6-mil poly sheeting for flooring materials if waiver is approved) installed on walls. 2 layers of 6-mil poly sheeting on floors where flooring materials are not being abated. 2 layers of 4-mil poly sheeting installed on ceilings if ceiling material is not impervious and free of cracks, fissures, or any other imperfection that would prevent the surface from being adequately cleaned.

2,000 CFM (switchable to 1,000 CFM), HEPA-filtered work area ventilation unit with 12" ϕ 6-mil poly tube exhaust through 12" round cuts outs in sheet of plywood installed at window opening. Double wall 12" ϕ 6-mil poly tube exhausts shall be used where the exhausts travel through building interiors outside containment. Install and maintain one spare 2,000 CFM HEPA unit. Maintain at least -0.020 inches water column negative pressure inside containment and good airflow throughout.



All openings or penetrations within 10 feet of where work will be performed shall be sealed with 2 layers of 6-mil poly sheeting and tape, including windows, doorways, drains, ducts, grills, grates, diffusers and skylights. Window and door systems which will have abatement performed on them shall be sealed from the inside using 2 layers of 6-mil poly sheeting and tape.

Warning signs in accordance with OSHA 29 CFR 1926.58(k) shall be displayed at all approaches to any location where abatement is being performed.

Typical Remote 2-stage Decontamination facility.



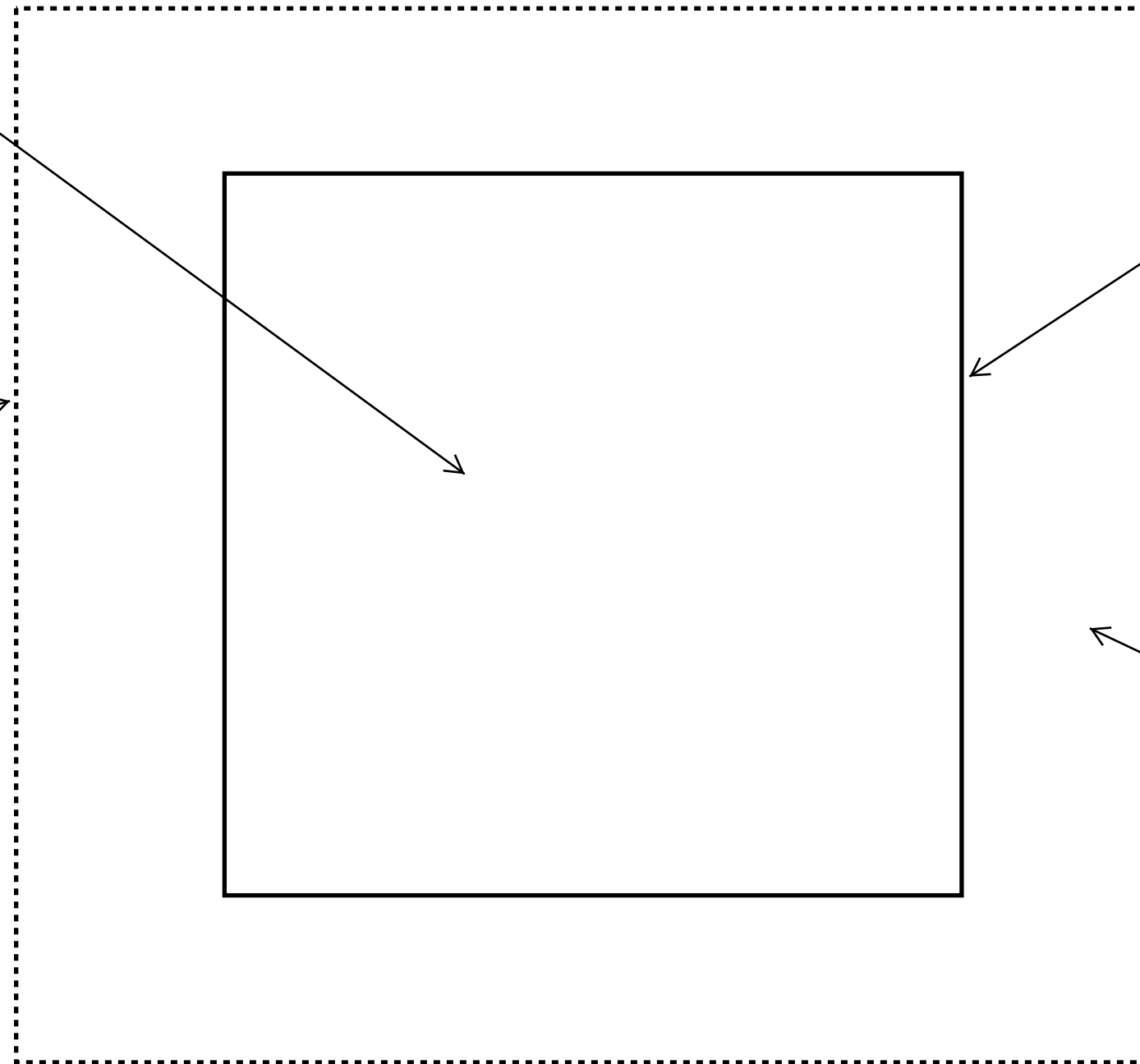
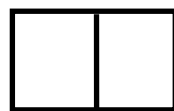
2 layers of 6-mil poly sheeting on ground extending out a minimum of 10 feet in all directions from work. Poly sheeting shall be taped to the foundation/facade.

All HVAC intake or exhaust vents on the roof area and at least one level below the roof area shall be shut down and locked out. All intake and exhaust openings, as well as any seams in system components shall be sealed with 6-mil poly sheeting and tape.

All openings or penetrations on the roof area and at least one level below the roof area shall be sealed with 2 layers of 6-mil poly sheeting, including windows, doorways, drains, ducts, grills, grates, diffusers and skylights.

Warning signs in accordance with OSHA 29 CFR 1926.58(k) shall be displayed at all approaches to any location where abatement is being performed.

Typical Remote 2-stage Decontamination facility.



2 layers of 6-mil poly sheeting on ground extending out a minimum of 10 feet in all directions from work. Poly sheeting shall be taped to the foundation/facade.



Typical three-stage decontamination facility consisting of equipment room, shower room, and clean room in series. The remote decon shall be constructed in close proximity to the work area (as feasible). Access between the decon chambers shall be through double-flap curtain openings. Construct the decon with wood, PVC, or metal framing and cover both sides with 2 layers of 6-mil poly sheeting (sealed with spray glue and taped at the joints). Joints shall be watertight at floor, walls, and ceiling.

Appendix E

Limited Hazardous Building Materials Inspection Report

Limited Hazardous Building Materials Inspection Report

Former Urban League of Rhode Island Property
246 Prairie Avenue
Providence, Rhode Island

Rhode Island Department of Environmental
Management
Providence, Rhode Island

March 2024



FUSS & O'NEILL

Fuss & O'Neill, Inc.

317 Iron Horse Way, Suite 204
Providence, RI 02908



FUSS & O'NEILL

March 8, 2024

Ms. Rachel T. Simpson
Senior Environmental Scientist
Rhode Island Department of Environmental Management
Office of Land Revitalization and Sustainable Materials Management
Site Remediation Program
235 Promenade Street
Providence, RI 02908

**RE: Limited Hazardous Building Materials Inspection
Former Urban League of Rhode Island Property
246 Prairie Avenue, Providence, Rhode Island**
Fuss & O'Neill Project No. 20151007.U10

Dear Ms. Simpson:

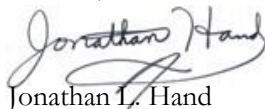
Enclosed is the limited Hazardous Building Materials Inspection Report for the inspection conducted at the commercial building located at 246 Prairie Avenue in Providence, Rhode Island.

Between January 30, 2024, and February 1, 2024, a Fuss & O'Neill, Inc. state-licensed Asbestos Inspector performed a limited asbestos inspection, a lead-based paint screening, a fluorescent light ballast and mercury-containing equipment inventory, and polychlorinated biphenyl (PCB)-containing source building materials sampling prior to building demolition.

The information summarized in this report is solely for the abovementioned materials only. The work was performed in accordance with our written scope of services dated March 22, 2023.

If you should have any questions regarding the contents of the enclosed report, please do not hesitate to contact me at 401-595-8270. Thank you for this opportunity to have served your environmental needs.

Sincerely,



Jonathan L. Hand
Project Manager

Enclosure

317 Iron Horse Way
Suite 204
Providence, RI
02908
t 401.861.3070
800.286.2469
f 860.533.5143

www.fando.com

Connecticut
Maine
Massachusetts
New Hampshire
New York
Rhode Island
Vermont

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Limited Hazardous Building Materials Inspection Report

Former Urban League of Rhode Island Property

Rhode Island Department of Environmental Management

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3. Fluorescent Light Ballast & Mercury-Containing Equipment Inventory Summary
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APPENDIX B	FUSS & O'NEILL ASBESTOS INSPECTOR LICENSE & EPA ACCREDITATION
APPENDIX C	ASBESTOS LABORATORY ANALYTICAL REPORTS & CHAIN-OF-CUSTODY FORMS
APPENDIX D	XRF LEAD-BASED PAINT SCREENING FIELD DATA SHEETS
APPENDIX E	TCLP LABORATORY ANALYTICAL REPORT & CHAIN-OF-CUSTODY FORM
APPENDIX F	PCB LABORATORY ANALYTICAL REPORT & CHAIN-OF-CUSTODY FORM

1 Introduction

Between January 30, 2024, and February 1, 2024, Fuss & O'Neill, Inc. (Fuss & O'Neill) representatives, Mr. Tylar Pelletier, Mr. Jaimorri Sanders, and Mr. Jonathan Hand, performed a limited hazardous building materials inspection prior to the proposed demolition of the former Urban League of Rhode Island property located at 246 Prairie Avenue in Providence, Rhode Island (the "Site").

1.1 Scope of Work

The work was performed for the Rhode Island Department of Environmental Management (RIDEM; the "Client") in accordance with our written scope of services dated March 22, 2023. This report is subject to the limitations presented in *Appendix A*. The scope of work included the following:

- Limited Asbestos-Containing Materials (ACM) Inspection;
- Lead-Based Paint (LBP) Screening;
- Fluorescent Light Ballast and Mercury-Containing Equipment Inventory; and
- Polychlorinated Biphenyl (PCB)-Source Building Materials Sampling.

Destructive investigations to access hidden and inaccessible areas were performed as part of the inspection. Hidden and inaccessible areas that were inspected included voids behind the exterior façade, wall cavities, pipe chases, spaces above fixed ceilings, and underneath flooring systems.

Due to the structural integrity of the roofing system, limited areas of the roof were inspected. Therefore, certain roofing materials were not accessible and are assumed to be asbestos containing.

Fuss & O'Neill did not conduct subsurface investigations to identify concealed suspect materials throughout the subject property.

1.2 Building Description

The Site building is a one-story concrete-masonry-unit (CMU) structure with 49,254-square feet of interior space. Interior finishes consist of resilient floor coverings, carpet, gypsum wallboard with joint compound, and suspended ceiling systems with acoustical ceiling tiles. The exterior finishes consist of CMU and a flat rubber membrane roofing system on a corrugated metal deck.

2 Limited Asbestos Inspection

A property owner or operator must ensure that a thorough asbestos inspection is performed prior to possible disturbance of suspect ACM during renovation or demolition activities. This is a requirement of the United States Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation located at Title 40 CFR, Part 61, Subpart M.

Between January 30, 2024, and February 1, 2024, Mr. Pelletier of Fuss & O'Neill conducted the inspection. Mr. Pelletier is a Rhode Island Department of Health (RIDOH)-licensed Asbestos Inspector. Refer to *Appendix B* for copies of the Asbestos Inspector's license and EPA accreditation.

2.1 Methodology

The inspection was conducted by visually inspecting for suspect ACM and touching each of the suspect ACM. The suspect ACM were grouped into three EPA NESHAP categories: Friable; Category I Non-Friable, and Category II Non-Friable.

- Friable is defined as material that contains greater than one percent (> 1%) asbestos that, when dry, **can** be crumbled, pulverized, or reduced to powder by hand pressure.
- Category I Non-Friable refers to material that contains > 1% asbestos (i.e., packings, gaskets, resilient floor coverings, and asphalt roofing products) that when dry **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.
- Category II Non-Friable refers to any non-friable material excluding Category I materials that contain > 1% asbestos that when dry **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.

The suspect ACM were also categorized into their applications including: Thermal System Insulation (TSI), Surfacing ACM, and Miscellaneous ACM. TSI includes those materials used to prevent heat loss/gain or water condensation on mechanical systems. Examples of TSI include, but are not limited to, pipe insulation, boiler insulation, duct insulation, mudded pipe fitting insulation, etc. Surfacing ACM includes those ACM that are sprayed-on, troweled-on, or otherwise applied to an existing surface. Surfacing ACM is commonly used for fireproofing, decorative, and acoustical applications. Miscellaneous ACM include those not listed as TSI or Surfacing ACM, such as sheet flooring, floor tiles, ceiling tiles, caulking, mastics, construction adhesives, etc.

The EPA recommends collecting suspect ACM samples in a manner sufficient to determine asbestos content and separating suspect ACM into homogenous material types (similar in color, texture, and date of application). The EPA NESHAP regulation does not specifically identify a minimum number of samples to be collected for each homogeneous material, but the NESHAP regulation does recommend the use of sampling protocols included in EPA Title 40 CFR, Part 763, Subpart E: Asbestos Hazard Emergency Response Act (AHERA).

The EPA AHERA regulation requires a specific number of samples be collected based on the material type and quantity present. This regulation includes the following protocol:

1. Surfacing Materials (e.g., plaster, spray-applied fireproofing, etc.) shall be collected in a randomly-distributed manner representing each homogenous area based on the overall quantity as follows:
 - a. At least three (3) bulk samples collected from each homogenous area that is less than or equal to 1,000 square feet.
 - b. At least five (5) bulk samples collected from each homogenous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
 - c. At least seven (7) bulk samples collected from each homogenous area that is greater than 5,000 square feet.

2. Thermal System Insulation (e.g., pipe insulation, tank insulation, etc.) shall be collected in a randomly-distributed manner representing each homogenous area. At least three (3) bulk samples shall be collected of each homogenous material type. Also, at least one (1) bulk sample of any patching material applied to TSI, presuming the patched area is less than six linear or square feet, shall be collected.
3. Miscellaneous Materials (e.g., floor tile, mastic, cement board, caulking, glazing, etc.) should have at least two (2) bulk samples collected of each homogenous material type. Sample collection shall be conducted in a manner sufficient to determine the asbestos content of the homogenous material type as determined by the inspector.

Suspect ACM samples were collected, and proper chain-of-custody forms were prepared for transmission of collected samples to RI Analytical, Inc. (RIAL) for analysis. RIAL is a Rhode Island-licensed and American Industrial Hygiene Association (AIHA)-accredited Asbestos Analytical Laboratory. Initial asbestos sample analysis was conducted using the EPA Interim Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116) via Polarized Light Microscopy with Dispersion Staining (PLM/DS). Analysis was stopped upon receipt of the first positive asbestos result of each different suspect homogenous material type.

If samples of suspect ACM could not be collected, these materials were assumed to contain asbestos and quantities were approximated.

2.2 Results

The EPA, the Occupational Safety and Health Administration (OSHA), and RIDOH define a material that contains > 1% asbestos (by PLM/DS analysis) as an ACM.

Utilizing EPA, OSHA, and RIDOH protocols and criteria, the following materials were determined to be **ACM**:

- Black Window Glazing Compound;
- Biege 12" x 12" Floor Tile;
- Cementitious Pipe Debris; and
- Brown Wall Panel Adhesive.

The black asphaltic layer on metal roof deck was determined to contain >1% asbestos. While this material doesn't meet the definition of an ACM, OSHA requirements for employee protection and removal and disposal still exist. Fuss & O'Neill recommends treating this material as an ACM.

Refer to **Table 1**, attached, for the detailed list of ACM and non-ACM identified by sample identification, material type, sample location, and asbestos content as part of this inspection.

Certain roofing materials couldn't be accessed for sampling (due to safety) and are assumed to contain asbestos.

Refer to **Table 2**, attached, for the identified ACM inventory.

Refer to *Appendix C* for the asbestos laboratory analytical reports and chain-of-custody forms.

2.3 Conclusions and Recommendations

Based on visual observations, sample collection, and laboratory analysis, ACM were identified at the Site.

Prior to disturbance, ACM that would likely be impacted by the proposed demolition activities must first be abated by a RIDOH-licensed Asbestos Abatement Contractor. This is a requirement of the RIDOH and the EPA NESHAP regulations governing asbestos abatement.

Destructive investigations to access hidden and inaccessible areas were performed as part of the inspection. Hidden and inaccessible areas that were inspected included voids behind the exterior façade, wall cavities, pipe chases, spaces above fixed ceilings, and underneath flooring systems.

Due to the structural integrity of the roofing system, limited areas of the roof were inspected. Therefore, the remaining roofing materials that were not accessible are assumed to be asbestos containing.

If suspect materials are encountered during demolition activities that are not identified in this report as being non-ACM, they shall be assumed to be ACM until laboratory analysis indicates otherwise.

This report is not intended to be utilized as a bidding or a project specification document. This report is designed to aid the building owner, architect, construction manager, general contractor(s), and asbestos abatement contractor(s) in locating ACM.

3 Lead-Based Paint Screening

Between January 30, 2024, and February 1, 2024, Mr. Pelletier of Fuss & O'Neill performed an LBP screening associated with painted building components at the Site that may be disturbed during demolition activities. Fuss & O'Neill used an X-ray fluorescence (XRF) spectrum analyzer to perform the LBP screening. The screening was conducted in accordance with generally accepted industry standards for non-residential (i.e., not child-occupied) buildings.

3.1 Methodology

A Radiation Monitoring Device Model LPA-1 (Serial Number 1157) was utilized for the LBP screening. The instrument was calibrated according to the manufacturer's Performance Characteristic Sheet (PCS) prior to each use.

For the purpose of this LBP screening, representative, coated building components were tested for LBP. Individual repainting efforts are not always discernable in such a limited program. LBP issues involving properties that are not residential are only regulated to a limited degree for worker protection relating to LBP-disturbing work activities and waste disposal.

Worker protection is regulated by OSHA regulations. These regulations include air monitoring of workers to determine exposure levels when disturbing lead-containing paint. An LBP screening cannot determine a safe level of lead, but is intended to provide guidance for implementing industry standards for lead in paint at identified locations. Contractors may better determine worker exposure to airborne lead by understanding the different concentrations of LBP on representative components and surfaces. Air monitoring can then be performed during activities that disturb paint on representative surfaces.

The EPA Resource Conservation and Recovery Act (RCRA) regulates lead-containing waste disposal. If lead is determined to be present, representative composite samples of the anticipated waste stream must be collected and analyzed using the Toxicity Characteristic Leaching Procedure (TCLP). The results are compared to a threshold value of 5.0 milligrams per liter (mg/L). If TCLP sample analytical results exceed this value, the waste is characterized as hazardous lead waste. If the result is below the threshold value, the waste material is not considered hazardous and may be disposed of as construction and demolition debris.

A level of paint exceeding 1.0 milligram of lead per square centimeter (mg/cm^2) of surface area is considered toxic or dangerous by EPA and the RIDOH child-occupied residential standards. For the purpose of this screening, the level of 1.0 mg/cm^2 has been utilized as a guide to segregate coated building materials from general demolition debris for disposal purposes.

3.2 XRF Screening Results

The LBP screening indicated consistent painting trends associated with representative building components that may be impacted by potential demolition activities. No building components were identified to contain lead-based paint.

Refer to *Appendix D* for the XRF lead-based paint screening field data sheets.

3.3 Discussion

OSHA published a Lead in Construction Standard (OSHA Lead Standard) Title 29 CFR, Part 1926.62 in May of 1993. This Standard sets no limit for the content of lead in paint below which the OSHA standards do not apply. The OSHA Lead Standards are task-based and are also based on airborne exposures and blood lead levels.

The results of this LBP screening are intended to provide guidance to contractors for occupational lead exposure controls. Building components coated with lead levels above industry standards may cause exposures to lead above OSHA standards during proposed demolition/renovation activities. The results of this screening are also intended to provide insight into waste disposal requirements, in accordance with EPA RCRA regulations. At the Client's request, TCLP samples to characterize the expected waste that may result from demolition were collected as part of this inspection.

3.4 Conclusions and Recommendations

Based on our LBP screening results, LBP was not identified on coated and painted building components screened at the Site.

Contractors must be made aware that OSHA has not established a level of lead in a material below which OSHA Title 29 CFR, Part 1926.62 does not apply. Contractors shall comply with exposure assessment criteria, interim worker protection, and other requirements of the regulation as necessary to protect workers during any renovation and/or demolition activities that will impact LBP.

If disturbed by demolition activities, LBP-coated building components should be segregated from the general demolition waste stream for sample collection and analysis by TCLP to determine proper off-site waste disposal. If disturbed and managed off-site, non-porous LBP-coated building materials (i.e., metals) may be segregated and recycled as scrap metal. Metal LBP-coated building components cannot be subject to grinding, sawing, drilling, sanding, or torch cutting.

The building is not considered a “child-occupied facility” and therefore, it is not subject to lead safe renovation requirements.

4 Waste Characterization for Lead

A waste is a solid or liquid material that serves no further purpose. Waste is defined by EPA to be hazardous if it contains certain properties that could pose dangers to human health and the environment after it is discarded. Waste that is ignitable, corrosive, reactive, or toxic is regulated under the EPA Hazardous Waste Regulations. TCLP is a method that extracts the compounds of interest in a standard way simulating landfill conditions (EPA Title 40 CFR, Part 261).

4.1 Sample Collection Methodology

On February 1, 2024, Mr. Pelletier and Mr. Sanders of Fuss & O'Neill collected representative aliquots of various LBP-coated building components throughout the building. Material substrates such as brick, concrete, and wood were segregated in accordance with LBP screening data. Representative aliquots were collected of the individual substrates/surfaces and composited based on their respective quantities into a single sample. The composite samples were analyzed by TCLP for lead as a representation of the total waste stream, prior to building demolition.

RIAL analyzed the composite samples. RIAL is a Rhode Island-licensed analytical laboratory. The samples were analyzed using EPA Method SW-846 6010C (Extraction Method 1311).

4.2 Results

In total, three (3) composite sample were collected and analyzed. The EPA Resource Conservation and Recovery Act (RCRA) regulations defines toxic concentrations for lead which is commonly identified in paint to greater than five milligrams per liter (> 5.0 mg/L), or parts per million (ppm).

The analytical results of the representative composite samples indicate the waste leaches lead at less than 5.0 mg/L and is therefore, not classified as a hazardous waste. Refer to *Appendix E* for the TCLP lead laboratory analytical report and chain-of-custody form.

4.3 Conclusion

Based on the TCLP laboratory analytical results of the representative waste stream composite samples, the waste generated during building demolition would not be classified by the EPA as hazardous waste.

5 Fluorescent Light Ballasts and Mercury-Containing Equipment

5.1 Fluorescent Light Ballasts

Fluorescent light ballasts manufactured prior to 1979 may contain capacitors that contain PCBs. Light ballasts installed as late as 1985 may contain PCB capacitors. Fluorescent light ballasts that are not labeled as “No PCBs” must be assumed to contain PCBs unless proven otherwise by quantitative analysis. Capacitors in fluorescent light ballasts labeled as non-PCB-containing may contain diethylhexyl phthalate (DEHP). DEHP was the primary substitute to replace PCBs for small capacitors in fluorescent lighting ballasts in use until 1991. DEHP is a toxic substance, a suspected carcinogen, and is listed under RCRA and the Superfund Law as a hazardous waste. Therefore, Superfund liability exists for landfilling both PCB- and DEHP-containing light ballasts. These listed materials are considered hazardous waste under RCRA and require special handling and disposal considerations.

5.2 Mercury-Containing Equipment

Fluorescent lamps/tubes are presumed to contain mercury vapor, which is a hazardous substance to both human health and the environment. Thermostatic controls and electrical switch gear may contain a vial or bulb of liquid mercury associated with the control. Mercury-containing equipment is regulated for proper disposal by EPA RCRA regulations.

5.3 Results

Between January 30, 2024, and February 1, 2024, Mr. Pelletier and Mr. Sanders of Fuss & O'Neill performed a visual inspection of representative fluorescent light fixtures to identify possible PCB-containing ballasts in the building. The inspection involved visually inspecting labels on representative light ballasts to identify manufacture dates and labels indicating “No PCBs”. Ballasts manufactured after 1991 were not listed as PCB- or DEHP-containing ballasts and were not quantified for disposal. An in-place inventory of the fluorescent lamps/tubes and other mercury-containing equipment was completed concurrently. Refer to **Table 3**, attached, for an inventory of fluorescent light ballast and mercury-containing equipment identified during the inspection.

5.4 Conclusions and Recommendations

Presumed PCB-containing fluorescent light ballasts and mercury-containing equipment were identified in the building during this inspection.

Fluorescent light ballasts marked as “No PCBs” with date labels indicating manufacture prior to 1991 are presumed to contain DEHP. DEHP-containing ballasts must be segregated for proper packaging, transporting, and disposal as non-PCB hazardous waste. Note that disposal requirements for DEHP-containing ballasts are slightly varied, and disposal costs are slightly less, when compared to PCB-containing light ballasts.

According to the EPA, mercury-containing equipment is characterized as a hazardous waste and mercury lamps/tubes are characterized as a Universal Waste. The mercury-containing equipment and fluorescent lamps/tubes identified in the proposed renovation areas must be recycled, reclaimed, or disposed as hazardous waste or Universal Waste prior to disturbance.

6 Polychlorinated Biphenyls (PCBs) Bulk Sample Analysis

On February 1, 2024, Mr. Tylar Pelletier and Mr. Jonathan Hand collected samples of source building materials for PCB analysis.

6.1 Background

Sampling of suspect PCB-containing building materials is presently not mandated by the EPA. However, significant liability risk exists for improperly disposing PCB-containing waste materials. Recent knowledge and awareness of PCBs within matrices such as caulking, glazing compounds, paints, adhesives, and ceiling tiles has become more prevalent, especially amongst remediation contractors, waste haulers, and disposal facilities.

Many property owners have become subject to large changes in schedule, scope, and costs as a result of failure to identify these possible contaminants prior to renovation or demolition. We recommended this testing as part of the work. This information serves as useful to significant impact and potential requirements for planning required by the EPA, which must be implemented if PCBs are identified at a project site.

The EPA requirements apply and require removal of PCBs once identified, regardless of project intent as an unauthorized use of PCBs. Therefore, if buildings are to remain for re-use and PCBs are identified, the EPA still requires PCB material removal once it is determined that PCBs are present. In addition to identification of source materials containing PCBs, if PCBs are present at certain concentrations, additional sampling and analysis of adjacent surfaces in contact with PCB sources, or which may have been contaminated from a source of PCBs (e.g., soil), must also be performed or remediated.

EPA requirements apply only if PCBs are present in concentrations above a specified level. Presently, PCB-containing materials at concentrations equal to or greater than (\geq) 50 parts per million (ppm), or equivalent units of milligrams per kilogram (mg/kg) are regulated. Note materials containing \geq 1 ppm, but less than ($<$) 50 ppm may also be regulated unless proven to be an “Excluded PCB Product”. The definition of an Excluded PCB Product includes those products or source of the products containing $<$ 50 ppm concentration PCBs that were legally manufactured, processed, distributed in commerce, or used before October 1, 1984.

6.2 Methodology

Sampling involved removal of bulk product materials (source materials) using hand tools to submit in bulk form for analysis. Fuss & O'Neill used disposable tools to collect these samples. The sampling tools were discarded after each individual sample was collected to avoid potential sample cross-contamination. Each sample was individually containerized, labeled, preserved with ice, and delivered to Rhode Island Analytical Laboratories, Inc. (RIAL) of Warwick, Rhode Island using proper chain-of-custody forms. The analytical method for analysis included extraction Method 3540C (Soxhlet) and analysis Method SW-846 8082.

6.3 Results

Utilizing the EPA protocol and criteria, the sampled source building materials were not determined to contain regulated concentrations of PCB.

Refer to **Table 4**, attached, for the complete list of PCB-containing and non-PCB-containing materials identified by sample identification, material type, sample location, PCB concentration, and substrate as part of this inspection.

Refer to *Appendix F* for laboratory analytical report and chain-of-custody form.

6.4 Conclusions and Recommendations

The analytical results indicated that none of the source building materials collected and analyzed contained regulated PCB concentrations (≥ 50 ppm).

Report prepared by Environmental Technician, Tylar Pelletier.

Reviewed by:



Jonathan L. Hand
Project Manager



Neal P. McMorrow
Assistant Project Manager

Tables

Table 1
Suspect Asbestos-Containing Materials Laboratory Analytical Data Summary

Former Urban League of Rhode Island
246 Prairie Avenue, Providence, RI

Rhode Island Department of Environmental Management
 March 2024
 Fuss & O'Neill Reference No. 20151007.U10

Sample Number	Material Type	NESHAP Category	Sample Location	Result	Comments
01A	Gray Exterior Door Caulking	Non-ACM	West Wing	ND	
01B	Gray Exterior Door Caulking	Non-ACM	South East Door	ND	
02A	Gray Exterior Window Caulk	Non-ACM	West Wing	ND	
02B	Gray Exterior Window Caulk	Non-ACM	South East Door	ND	
03A	Gray Exterior Door Caulk	Non-ACM	North Entrance	ND	
03B	Gray Exterior Door Caulk	Non-ACM	East Door	ND	
04A	Gray Control Joint Caulk	Non-ACM	North Exterior Wall	ND	
04B	Gray Control Joint Caulk	Non-ACM	East Exterior Wall	ND	
05A	Black Window Glazing Compound	Cat 2 NF	South East Wing	5.0-15.0% Chrysotile	
05B	Black Window Glazing Compound	Cat 2 NF	North Wing	Pos Stop	
06A	Gray Expansion-Joint Caulking	Non-ACM	Exterior Wall	ND	
06B	Gray Expansion-Joint Caulking	Non-ACM	Exterior Wall	ND	
7A	Gypsum Wallboard	Non-ACM	"Childrens Daycare"	ND	
7B	Gypsum Wallboard	Non-ACM	"Childrens Daycare"	ND	
08A	White Joint Compound	Non-ACM	"Childrens Daycare"	ND	
08B	White Joint Compound	Non-ACM	"Childrens Daycare"	ND	
09A	Gypsum Wallboard	Non-ACM	"Senior Help Center"	ND	
09B	Gypsum Wallboard	Non-ACM	"Senior Help Center"	ND	
10A	White Joint Compound	Non-ACM	"Senior Help Center"	ND	
10B	White Joint Compound	Non-ACM	"Senior Help Center"	ND	
11A	Gypsum Wallboard	Non-ACM	Unit 232-234	ND	
11B	Gypsum Wallboard	Non-ACM	Unit 232-234	ND	
12A	White Joint Compound	Non-ACM	Unit 232-234	ND	
12B	White Joint Compound	Non-ACM	Unit 232-234	ND	
13A	EIFS Gray Adhesive	Non-ACM	Exterior Back Entrance	ND	
13B	EIFS Gray Adhesive	Non-ACM	Exterior Back Entrance	ND	
14A	White Surfacing Material on EIFS	Non-ACM	Exterior Back Entrance	ND	
14B	White Surfacing Material on EIFS	Non-ACM	Exterior Back Entrance	ND	
14C	White Surfacing Material on EIFS	Non-ACM	Exterior Back Entrance	ND	
15A	Blue 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
15B	Blue 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	

Table 1
Suspect Asbestos-Containing Materials Laboratory Analytical Data Summary

Sample Number	Material Type	NESHAP Category	Sample Location	Result	Comments
16A	Yellow 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
16B	Yellow 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
17A	Red 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
17B	Red 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
18A	Green 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
18B	Green 12" x 12" Floor Tile	Non-ACM	"Childrens Daycare"	ND	
19A	Beige 12" x 12" Floor Tile	Cat 2 NF	"Childrens Daycare"	5.0-15.0% Chrysotile	
19B	Beige 12" x 12" Floor Tile	Cat 2 NF	"Childrens Daycare"	Pos Stop	
20A	Gray 12" x 12" Floor Tile	Non-ACM	"Senior Help Center"	ND	
20B	Gray 12" x 12" Floor Tile	Non-ACM	"Senior Help Center"	ND	
21A	Cementitious Pipe Debris	Cat 2 NF	Exterior Back Side	5.0-20.0% Chrysotile	
21B	Cementitious Pipe Debris	Cat 2 NF	Exterior Back Side	Pos Stop	
22A	White Mudded Elbow	Non-ACM	"Childrens Daycare"	ND	
22B	White Mudded Elbow	Non-ACM	"Childrens Daycare"	ND	
22C	White Mudded Elbow	Non-ACM	"Childrens Daycare"	ND	
23A	White Joint Compound	Non-ACM	Unit 1 - Conference Room	ND	
23B	White Joint Compound	Non-ACM	Unit 1 - Hallway	ND	
24A	Gypsum Wallboard	Non-ACM	Unit 1 - Conference Room	ND	
24B	Gypsum Wallboard	Non-ACM	Unit 1 - Hallway	ND	
25A	2' x 2' White Suspended Ceiling Tile	Non-ACM	Unit 1 - Hallway	ND	
25B	2' x 2' White Suspended Ceiling Tile	Non-ACM	Unit 2 - Main Room	ND	
26A	Red 4" Baseboard	Non-ACM	Unit 1 - Conference Room	ND	
26B	Red 4" Baseboard	Non-ACM	Unit 3 - Main Office	ND	
27A	Brown Adhesive Associated with 26A/B	Non-ACM	Unit 1 - Conference Room	ND	
27B	Brown Adhesive Associated with 26A/B	Non-ACM	Unit 3 - Main Office	ND	
31A	Brown Mottled Floor Tile	Non-ACM	Unit 1 - Conference Room	ND	
28B	Tan Adhesive Associated with 26A/B	Non-ACM	Unit 3 - Main Office	ND	
29A	Brown Wallpanel Adhesive	Cat 2 NF	Unit 1 - Conference Room	5.0-15.0% Chrysotile	
29B	Brown Wallpanel Adhesive	Cat 2 NF	Unit 1 - Office 2	Pos Stop	
30A	Yellow Carpet Adhesive	Non-ACM	Unit 1 - Conference Room	ND	
30B	Yellow Carpet Adhesive	Non-ACM	Unit 3 - Main Office	ND	
31A	Brown Mottled Floor Tile	Non-ACM	Unit 1 - Kitchen	ND	
31B	Brown Mottled Floor Tile	Non-ACM	Unit 4 - Entrance	ND	
32A	Black Floor Tile Mastic Associated with 31A/B	Non-ACM	Unit 1 - Kitchen	ND	
32B	Black Floor Tile Mastic Associated with 31A/B	Non-ACM	Unit 4 - Entrance	ND	

Table 1
Suspect Asbestos-Containing Materials Laboratory Analytical Data Summary

Sample Number	Material Type	NESHAP Category	Sample Location	Result	Comments
33A	Gray Sink Undercoat	Non-ACM	Unit 1 - Kitchen	ND	
33B	Gray Sink Undercoat	Non-ACM	Unit 1 - Kitchen	ND	
34A	Brown 4" Baseboard	Non-ACM	"Childrens Daycare"	ND	
34B	Brown 4" Baseboard	Non-ACM	Unit 1 - Kitchen	ND	
35A	Tan Ceramic Wall Tile Thin-Set Mortar	Non-ACM	Unit 1 - Kitchen	ND	
35B	Tan Ceramic Wall Tile Thin-Set Mortar	Non-ACM	Unit 1 - Kitchen	ND	
36A	Gray Ceramic Floor Tile Grout	Non-ACM	Unit 1 - Restroom	ND	
36B	Gray Ceramic Floor Tile Grout	Non-ACM	Unit 2 - Restroom	ND	
37A	White Ceramic Wall Tile Thin-Set Mortar	Non-ACM	Unit 1 - Restroom	ND	
37B	White Ceramic Wall Tile Thin-Set Mortar	Non-ACM	Unit 2 - Restroom	ND	
38A	Gypsum Wallboard	Non-ACM	Unit 2 - Main Room	ND	
38B	Gypsum Wallboard	Non-ACM	Unit 2 - Side Room	ND	
39A	White Joint Compound	Non-ACM	Unit 2 - Main Room	ND	
39B	White Joint Compound	Non-ACM	Unit 2 - Side Room	ND	
40A	White 12" x 12" Floor Tile	Non-ACM	Unit 2 - Main Room	ND	
40B	White 12" x 12" Floor Tile	Non-ACM	Unit 2 - Side Room	ND	
41A	Tan Floor Tile Adhesive Associated with 40A/B	Non-ACM	Unit 2 - Main Room	ND	
41B	Tan Floor Tile Adhesive Associated with 40A/B	Non-ACM	Unit 3 - Main Office	ND	
42A	Black 4" Baseboard	Non-ACM	Unit 2 - Main Room	ND	
42B	Black 4" Baseboard	Non-ACM	Unit 3 - Main Office	ND	
44A	Yellow Wall Panel Adhesive	Non-ACM	Unit 2 - Back Office	ND	
44B	Yellow Wall Panel Adhesive	Non-ACM	Unit 4 - Side Office	ND	
44A	Gypsum Wallboard	Non-ACM	Unit 3 - Front Office	ND	
44B	Gypsum Wallboard	Non-ACM	Unit 3 - Side Office	ND	
45A	White Joint Compound	Non-ACM	Unit 3 - Front Office	ND	
45B	White Joint Compound	Non-ACM	Unit 3 - Side Office	ND	
46A	Asphaltic Through-Wall Flashing	Non-ACM	Unit 3 - Hole in Wall	ND	
46B	Asphaltic Through-Wall Flashing	Non-ACM	Unit 3 - Hole in Wall	ND	
47A	Black Window Glazing Compound	Cat 2 NF	Unit 2 - Window Wall	5.0-15.0% Chrysotile	
47B	Black Window Glazing Compound	Cat 2 NF	Unit 4 - Window Wall	Pos Stop	
48A	Gypsum Wallboard	Non-ACM	Unit 4 - Entrance	ND	
48B	Gypsum Wallboard	Non-ACM	Unit 4 - Hallway	ND	
49A	White Joint Compound	Non-ACM	Unit 4 - Entrance	ND	
49B	White Joint Compound	Non-ACM	Unit 4 - Hallway	ND	
50A	Gray 4" Baseboard	Non-ACM	Unit 4 - Men's Room	ND	

Table 1
Suspect Asbestos-Containing Materials Laboratory Analytical Data Summary

Sample Number	Material Type	NESHAP Category	Sample Location	Result	Comments
50B	Gray 4" Baseboard	Non-ACM	Unit 4 - Women's Room	ND	
51A	Black Asphaltic Roofing Layer on Metal Roof Deck	Cat 1 NF	Roof	<1.0% Chrysotile	
51B	Black Asphaltic Roofing Layer on Metal Roof Deck	Cat 1 NF	Roof	Pos Stop	
52A	Asphaltic Built-Up Roofing	Non-ACM	Exterior Roof Edges	ND	
52B	Asphaltic Built-Up Roofing	Non-ACM	Exterior Roof Edges	ND	
53A	Black Flashing Mastic/Adhesive	Cat 1 NF	Roof Vents	1.0-5.0% Chrysotile	
53B	Black Flashing Mastic/Adhesive	Cat 1 NF	Roof Vents	Pos Stop	
54A	Gray/Black Lap Sealant	Non-ACM	Exterior Roof	ND	
54B	Gray/Black Lap Sealant	Non-ACM	Exterior Roof	ND	
55A	Gray Roof Drain Caulking	Non-ACM	Exterior Roof	ND	
55B	Gray Roof Drain Caulking	Non-ACM	Exterior Roof	ND	
56A	Lap-Seam Sealant Roof, South	Non-ACM	Exterior Roof	ND	
56B	Lap-Seam Sealant Roof, North	Non-ACM	Exterior Roof	ND	

Cat 1 NF = Category I Non-Friable Material

Cat 2 NF = Category II Non-Friable Material

Pos Stop = Positive Stop

ND = None Detected

ACM = Asbestos-Containing Material

ACWM = Asbestos-Containing Waste Material

TEM = Transmission Electron Microscopy

Table 2
Asbestos-Containing Materials Summary

Former Urban League of Rhode Island
264 Prairie Avenue
Providence, Rhode Island

Rhode Island Department of Environmental Management
March 2024
Fuss & O'Neill Reference No. 20151007.U10

Asbestos-Containing Material Type	Locations(s)	Asbestos Content	Estimated Total Quantity	Comments
Black Window Glazing Compound	Exterior Windows & Interior Window Walls of Office Spaces	5.0-15.0% Chrysotile	20 EA	
Beige 12" x 12" Floor Tile	Children's Daycare	5.0-15.0% Chrysotile	21,000 SF	
Cementitious Pipe Debris	Exterior on Ground at East Lot	5.0-20.0% Chrysotile	<2 CY	
Brown Wallpanel Adhesive	Unit 1 - Conference Room & Office 2	5.0-15.0% Chrysotile	75 SF	
Black Asphaltic Roofing Layers on Metal Roof Deck	Roof	<1.0% Chrysotile	48,000 SF	Material should be removed and disposed of as an ACM
Black Flashing Mastic/Adhesive	Roof Perimeter Edge	1.0-5.0% Chrysotile	3,500 SF	

EA = Each, SF = Square Feet

ACM = Asbestos-Containing Material

Table 3
Fluorescent Light Ballast and Mercury-Containing Equipment Inventory Summary

Type	Estimated Quantity
Presumed PCB-Containing	150
2' Light Tube	100
4' Light Tube	200
8' Light Tube	50
Thermostatic Controller	5

Table 4
PCB-Containing Source Material Analytical Results Summary

Material Type	Sample Location	Sample No.	PCB Content (mg/kg)	Substrate
Gray Door Caulking	Exterior South/West	01	<0.10	Metal/CMU
Gray Control Joint Caulking	Exterior West	02	<0.10	CMU (Fluted)
Gray Control Joint Caulking	Exterior West	03	<0.10	CMU (Square)
Brown Door Caulking	Exterior West	04	<0.10	Metal/CMU
Brown Window Caulking	Exterior West (North Face)	05	<0.10	CMU (Square)/Metal
Gray Window Caulking	Exterior West	06	<0.10	CMU (Fluted)/Metal
Black Window Glazing Compound*	Exterior West	07	<0.10	Metal/CMU
Gray Control Joint Caulking	Exterior West	08	<0.10	CMU/CMU

mg/kg = Milligrams per Kilogram

*Material contains or is assumed to contain asbestos

Appendix A

Limitations

APPENDIX A

Former Urban League of Rhode Island Property Providence, Rhode Island

1. This environmental report has been prepared for the exclusive use of the Client, and is subject to, and is issued in connection with, the general terms and conditions of the original Agreement (March 22, 2023) and all of its provisions. Any use or reliance upon information provided in this report, without the specific written authorization of the Client and Fuss & O'Neill, shall be at the User's individual risk. This report should not be used as an abatement specification. All quantities of materials identified during this inspection are approximate.
2. Fuss & O'Neill has obtained and relied upon laboratory analytical results in conducting the inspection. This information was used to form conclusions regarding the types and quantities of ACM, LBP, and PCB source materials that must be managed prior to renovation or demolition activities that may disturb these materials at the subject property(ies), and waste stream characterization for leachable lead. Fuss & O'Neill has not performed an independent review of the reliability of this laboratory data.
3. Unless otherwise noted, only suspect hazardous materials associated within or located on the building (aboveground) were included in this inspection. Suspect hazardous materials may exist below the ground surfaces that were not included in the scope of work of this inspection. Fuss & O'Neill cannot guarantee all asbestos or suspect hazardous materials were identified within the areas included in the scope of work. Only visible and accessible areas were included in the scope of work for this inspection.
4. The findings, observations, and conclusions presented in this report are limited by the scope of services outlined in our original Agreement, which reflects schedule and budgetary constraints imposed by the Client. Furthermore, the assessment has been conducted in accordance with generally accepted environmental practices. No other warranty, expressed or implied, is made.
5. The conclusions presented in this report are based solely upon information gathered by Fuss & O'Neill to date. Should further environmental or other relevant information be discovered at a later date, the Client should immediately bring the information to Fuss & O'Neill's attention. Based upon an evaluation and assessment of relevant information, Fuss & O'Neill may modify the report and its conclusions.

Appendix B

Fuss & O'Neill Asbestos Inspector Licenses & EPA Accreditations

Rhode Island Department of Health

Asbestos Program

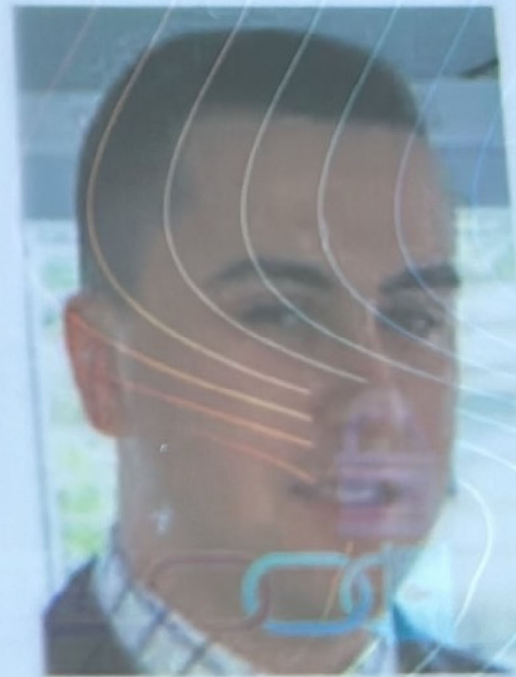
Asbestos Inspector

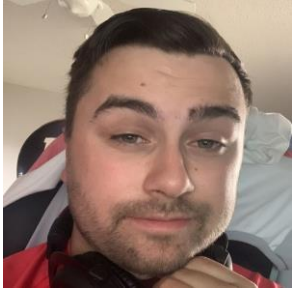
TYLAR PELLETIER

Exp. Date: **10/31/2024**

License #: **AI01109**

Member of C.O.N.E.S.





This is to certify that

Tylar J. Pelletier

933 McKinstry Avenue, Chicopee, MA 01020



*has completed requisite training by Video Conference, and has passed an examination for
reaccreditation as:*

Asbestos Inspector Refresher

pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

Course Location

Zoom Video Conference

Institute for Environmental Education 16 Upton Drive Wilmington, MA 01887

March 3, 2023

Course Dates

23-4801-106-402724

Certificate Number

March 03, 2023

Examination Date

March 03, 2024

Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetrains.com

INSTITUTE FOR ENVIRONMENTAL EDUCATION

Appendix C

Asbestos Laboratory Analytical Report & Chain-of-Custody Form

LABORATORY REPORT

Fuss & O Neill
Attn: Jon Hand
108 Myrtle Street
Quincy, MA 02171

Date Received: 2/2/2024
Date Reported: 2/9/2024
Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

Analysis by Polarized Light Microscopy (PLM) was performed in accordance with EPA 40 CFR Appendix E to Subpart E of Part 763 and/or EPA 600/R-93/116.

R.I. Analytical Laboratories, Inc. maintains bulk asbestos fiber NVLAP accreditation under Lab Code 101440-0. This report does not serve as a product certification, approval, and/or endorsement by NVLAP, NIST, or any federal agency.

The sample(s) submitted for analysis were accepted by R.I. Analytical unless otherwise noted in the report. If a sample is found to be inhomogeneous, individual components will be analyzed separately. If individual components cannot be separated, the sample will be homogenized and a single result will be provided. These results only pertain to the samples submitted for this Work Order # and this report shall not be reproduced except in its entirety.

In accordance with EPA guidelines, vermiculite materials should be assumed to contain asbestos even if PLM analysis reports asbestos not detected. All NOB (Non-Friable Organically Bound) materials such as vinyl floor tile, vinyl sheet flooring, glues, and mastics, that test as <1% asbestos, trace asbestos and no asbestos detected, should be further analyzed by TEM (Transmission Electron Microscopy).

Samples submitted for analysis will be retained for three months for future reference.

We certify that the following results are true and accurate to the best of our knowledge. If you have questions or need further assistance, please contact our Customer Service Department.

Approved by:



Asbestos Signatory

R.I. Analytical Laboratories, Inc.**LABORATORY REPORT**

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
001	01A Gray Exterior Door Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
002	01B Gray Exterior Door Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
003	02A Gray Exterior Window Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
004	02B Gray Exterior Window Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
005	03A Gray Exterior Door Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
006	03B Gray Exterior Door Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.

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METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
007	04A Gray Control Joint Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
008	04B Gray Control Joint Caulk	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
009	05A Black Window Glazing Compound	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
010	05B Black Window Glazing Compound	PLM Fiber Analysis			
	Positive stop to previous sample.				
011	06A Gray Expansion Joint Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
012	06B Gray Expansion Joint Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

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METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
013	7A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	1-5 %	2/9/2024	KMG
		Non-fibrous	95-99 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
014	7B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	1-5 %	2/9/2024	KMG
		Non-fibrous	95-99 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
015	08A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
016	08B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
017	09A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	1-5 %	2/9/2024	KMG
		Non-fibrous	95-99 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

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SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
018	09B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	1-5 %	2/9/2024	KMG
		Non-fibrous	95-99 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
019	10A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
020	10B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
021	11A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
022	11B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
023	12A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG

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SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
024	12B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
025	13A EFIS Gray Adhesive	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
026	10B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
027	14A White Surfacing Material on EFIS	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
028	14B White Surfacing Material on EFIS	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
029	14C White Surfacing Material on EFIS	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG

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METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
030	15A Blue 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Blue	2/9/2024	KMG
031	15B Blue 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Blue	2/9/2024	KMG
032	16A Yellow 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
033	16B Yellow 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
034	17A Red 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Red	2/9/2024	KMG
035	17B Red 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Red	2/9/2024	KMG

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SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
036	18A Green 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Green	2/9/2024	KMG
037	18B Green 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Green	2/9/2024	KMG
038	19A Beige 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Beige	2/9/2024	KMG
039	19B Beige 12x12 Floor Tile	PLM Fiber Analysis			
	Positive stop to previous sample.				
040	20A Gray 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
041	20B Gray 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

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METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
042	21A Cementitious Pipe Debris	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	5-15 %	2/9/2024	KMG
		Crocidolite	1-5 %	2/9/2024	KMG
		Non-fibrous	80-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
043	21B Cementitious Pipe Debris	PLM Fiber Analysis			
	Positive stop to previous sample.				
044	22A White Mudded Elbow	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Glass Fiber	50-60 %	2/9/2024	KMG
		Non-fibrous	40-50 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
045	22B White Mudded Elbow	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Glass Fiber	50-60 %	2/9/2024	KMG
		Non-fibrous	40-50 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
046	22C White Mudded Elbow	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Glass Fiber	50-60 %	2/9/2024	KMG
		Non-fibrous	40-50 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
047	23A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG

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SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
048	23B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
049	24A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
050	24B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
051	25A 2'x2' White Suspended Ceiling Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Glass Fiber	40-60 %	2/9/2024	KMG
		Non-fibrous	40-60 %	2/9/2024	KMG
052	25B 2'x2' White Suspended Ceiling Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Glass Fiber	40-60 %	2/9/2024	KMG
		Non-fibrous	40-60 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG

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SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
053	26A Red 4" Cove Base	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Red	2/9/2024	KMG
054	26B Red 4" Cove Base	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Red	2/9/2024	KMG
055	27A Brown Adhesive assoc. w/ 26A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
056	27B Brown Adhesive assoc. w/ 26A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
057	31A Brown Mottled floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG
058	28B Tan Adhesive assoc. w/ 26A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG

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SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
059	29A Brown Wallpanel Adhesive	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
060	29B Brown Wallpanel Adhesive	PLM Fiber Analysis			
	Positive stop to previous sample.				
061	30A Yellow Carpet Adhesive	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
062	30B Yellow Carpet Adhesive	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
063	31A Brown Mottled floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
064	31B Brown Mottled floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
065	32A Black Floor Tile Mastic assoc. w/ 31A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG

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066	32B Black Floor Tile Mastic assoc. w/ 31A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
067	33A Gray Sink Undercoat	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
068	33B Gray Sink Undercoat	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
069	34A Brown 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
070	34B Brown 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Brown	2/9/2024	KMG
071	35A Tan Ceramic Wall Tile Thinset	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG

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SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
072	35B Tan Ceramic Wall Tile Thinset	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG
073	36A Gray Ceramic Floor Tile Grout	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
074	36B Gray Ceramic Floor Tile Grout	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
075	37A White Ceramic Wall Tile Thinset	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
076	37B White Ceramic Wall Tile Thinset	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
077	38A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

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078	38B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
079	39A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
080	39B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
081	40A White 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
082	40B White 12x12 Floor Tile	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
083	41A Tan Floor Tile Adhesive assoc. w/ 40A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.

LABORATORY REPORT

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
084	41B Tan Floor Tile Adhesive assoc. w/ 40A/B	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Tan	2/9/2024	KMG
085	42A Black 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
086	42B Black 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
087	44A Yellow Wall Panel Adhesive	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
088	44B Yellow Wall Panel Adhesive	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Yellow	2/9/2024	KMG
089	44A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.

LABORATORY REPORT

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
090	44B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
091	45A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
092	45B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
093	46A Asphaltic Through-Wall Flashing	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
094	46B Asphaltic Through-Wall Flashing	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
095	47A Black Window Glazing Compound	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.**LABORATORY REPORT**

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
096	47B Black Window Glazing Compound	PLM Fiber Analysis			
Positive stop to previous sample.					
097	48A Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
098	48B Gypsum Wallboard	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Cellulose	5-15 %	2/9/2024	KMG
		Non-fibrous	85-95 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
099	49A White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
100	49B White Joint Compound	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	White	2/9/2024	KMG
101	50A Gray 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG

R.I. Analytical Laboratories, Inc.

LABORATORY REPORT

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
102	50B Gray 4" Covebase	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
103	51A Black Asphaltic Layer on Metal Roof Deck	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	<1 %	2/9/2024	KMG
		Non-fibrous	>99 %	2/9/2024	KMG
	Sample Color	Black	2/9/2024	KMG	
104	51B Black Asphaltic Layer on Metal Roof Deck	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	<1 %	2/9/2024	KMG
		Non-fibrous	>99 %	2/9/2024	KMG
	Sample Color	Black	2/9/2024	KMG	
105	52A Asphaltic Built-Up Roofing	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
	Sample Color	Black	2/9/2024	KMG	
106	52B Asphaltic Built-Up Roofing	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
	Sample Color	Black	2/9/2024	KMG	
107	53A Black Flashing Material	PLM Fiber Analysis			
		Asbestos	Detected	2/9/2024	KMG
		Chrysotile	1-5 %	2/9/2024	KMG
		Non-fibrous	95-99 %	2/9/2024	KMG
	Sample Color	Black	2/9/2024	KMG	

R.I. Analytical Laboratories, Inc.

LABORATORY REPORT

Fuss & O Neill

Date Received: 2/2/2024

Work Order #: 2402-02077

Site Location: Urban League of Rhode Island Project #20151007.410

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
108	53B Black Flashing Material	PLM Fiber Analysis			
Positive stop to previous sample.					
109	54A Gray/Black Lap Sealant	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
110	54B Gray/Black Lap Sealant	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
111	55A Gray Roof Drain Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
112	55B Gray Roof Drain Caulking	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Gray	2/9/2024	KMG
113	56A Lap Seam Sealant Roof, South	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG
114	56B Lap Seam Sealant Roof, North	PLM Fiber Analysis			
		Asbestos	Not Detected	2/9/2024	KMG
		Non-fibrous	100 %	2/9/2024	KMG
		Sample Color	Black	2/9/2024	KMG



108 Myrtle Street, Suite 502, Quincy, MA 02171

Phone (617) 282-4675 Fax (617) 282-8253

Asbestos Bulk Sample Chain-of-Custody Form

Sheet 1 of 7

Project Name: Urban League of RI Project No.: 20151007.410 Task:

Building Name/Number: Project Manager: J. Hand

Site Address: 246 Prairie Avenue, Providence, RI Total # of Samples: 112

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/Quantities
01A -01/31/24-TD	Gray Exterior Door Caulking	West Wing	
01B		South East Door	
02A -	Gray Ext. Window Caulk	west wing	
02B		South East Wing	
03A -	Black Int Door Caulk	North Entrance	
03B -	" "	West Door	
04A	Gray Control Joint Caulk	North Ext Wall	
04B	" "	East Ext Wall	
05A	Black Window Glazing Compound	South East Wing	
05B	" "	North Wing	
06A	Gray Expansion Joint	Exterior Wall	
06B	caulking ↓	↓	
07A	Gypsum Wallboard	"Childrens Playcare"	
07B	↓	↓	
08A	white Joint Compound		
08B	↓	↓	

Analysis Method: PLM TEM Other Turnaround Time: 1 week

Email Results to: JHand@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (*) by TEM NOB on a 48 hr turnaround time. Analyze a MAXIMUM of 20 samples by TEM in noted order.

Samples Collected by: Tyler Pelletier Date: 01/31/24

Samples Sent by: Tyler Pelletier Date: 02/01/24 Time: @ 1600

Shipped To: EMSL Other RIAL

Method of Shipment: Fed Ex Lab Drop Off Other 2402-04819 502921

Rec: MEW 2/2/24 12:00 2077



Asbestos Bulk Sample Chain-of-Custody Form

Sheet 2 of 7

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/ Quantities
17 09A - 013124 - TP	Gypsum Wallboard	"Senior Help Center"	
18 09B -	↓	↓	
19 10A -	White Joint Compound	↓	
20 10B -	↓	↓	
21 11A -	Gypsum Wallboard	Unit 232-234	
22 11B -	↓	↓	
23 12A -	White Joint Compound	↓	
24 12B -	↓	↓	
25 13A -	EFIS Gray Adhesive	Exterior Back entrance	
26 13B -	↓	↓	
27 14A -	White Surfacing Material	↓	
28 14B -	on EFIS	↓	
29 14C -	↓	↓	
30 15A	Blue 12"x12" Floor tile	"Childrens Daycare"	
31 15B	↓	↓	
32 16A	Yellow 12"x12" Floor tile	↓	

Analysis Method: PLM TEM Other _____ Turnaround Time: _____

Email Results to: _____@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: ~~Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (★) by TEM NOB on a _____ turnaround time. Analyze a MAXIMUM of _____ samples by TEM in noted order.~~

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: Fed Ex Lab Drop Off Other 2402-01819 ^{EX} 2,9,21

240202077
Rec: MEX 2/2/24 12:00
Via fed ex



Asbestos Bulk Sample Chain-of-Custody Form

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/Quantities
33 16B - 013124-TP	yellow 12"x12" floor tile	"childrens Daycare"	
34 17A -	Red 12"x12" floor tile		
35 17B -	↓		
36 18A -	Green 12"x12" floor tile		
37 18B -	↓		
38 19A -	Beige 12"x12" floor tile		
39 19B -			
40 20A -	Gray 12"x12" floor tile	"senior Help center"	
41 20B -	↓		
42 21A -	Cementitious Pipe Debris	Exterior Back side	
43 21B -	↓		
44 22A -	White mudded elbow	"children Daycare"	only seen Hepo
* 22B - 45	Insulation		* Dash 111 MEW z/s
46 22C -	White Joint compound		
47 23A -	white joint compound	Unit 1 - Conference Room	
* 23B - 48	↓	unit 1 - Hallway	* Dash 112 z/s

Analysis Method: PLM TEM Other _____ Turnaround Time: _____

Email Results to: _____@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (*) by TEM NOB on a _____ turnaround time. Analyze a MAXIMUM of _____ samples by TEM in noted order.

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: Fed Ex Lab Drop Off Other 2402-01819 EN 29.24 02077

Rec: MEW 2/2/24 12:00 via Fed ex



108 Myrtle Street, Suite 502, Quincy, MA 02171

Phone (617) 282-4675 Fax (617) 282-8253

Asbestos Bulk Sample Chain-of-Custody Form

Sheet 4 of 7

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/Quantities
24A - 013124-TP	Gypsum wall board	Unit 1 - Conference Room	
24B - 50	↓	Unit 1 - Hallway	
25A - 51	2' x 2' white dot & fissure suspended ceiling tile	Unit 1 - Hallway	
25B - 52	↓	Unit 2 - Main Room	
26A - 53	Red 4" cae base	(Unit 1 - Conference Room)	
26B - 54	↓	(Unit 3 - main office)	
27A - 55	Brown Adhesive assoc. w/ 26A/B	↓	
27B - 56			
28A - 57	Tan Adhesive assoc. w/ 26A/B	↓	
28B - 58			
29A - 59	Brown Wallpanel adhesive	Unit 1 - Conference Room	
29B - 60	↓	Unit 1 - office 2	
30A - 61	yellow Carpet Adhesive	Unit 1 - Conference	
30B - 62	↓	Unit 3 - main office	
31A - 63	12" x 12" Brown mottled floor tile	Unit 1 - kitchen	
31B - 64	↓	Unit 4 - Entrance	

Analysis Method: PLM TEM Other _____ Turnaround Time: _____

Email Results to: _____@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (★) by

TEM NOB on a _____ turnaround time. Analyze a MAXIMUM of _____ samples by TEM in noted order.

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: FedEx Lab Drop Off Other _____

Rec = Mew 2/2/24 1200 via fed ex

2402-01819 ED 2/2/24 02077



Asbestos Bulk Sample Chain-of-Custody Form

Sheet 5 of 7

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/Quantities
65 32A - 03/24-TP	Black Floor tile mastic	unit 1 - kitchen	
32B - 66	assoc. w/ 31A/B ↓	unit 4 - Back Entrance	
33A - 67	Gray Sink Undercoat	unit 1 - kitchen	
33B - 68	↓	↓	
34A - 69	Brown 4" Casabase	"childrens daycare"	
34B - 70	↓	unit 1 - kitchen	
35A - 71	Tan Ceramic Walltile	↓	
35B - 72	Thinset ↓	↓	
36A - 73	Gray Ceramic floor tile	(unit 1 - Restroom)	
36B - 74	Grout ↓	(unit 2 - Restroom)	
37A - 75	White Ceramic floor tile	↓	
37B - 76	Thinset ↓	↓	
38A - 77	Gypsum Wallboard	(unit 2 - main Room)	
38B - 78	↓	(unit 2 - side Room)	
39A - 79	White Joint Compound	↓	
39B - 80	↓	↓	

Analysis Method: PLM TEM Other _____ Turnaround Time: _____

Email Results to: _____@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (★) by TEM NOB on a _____ turnaround time. Analyze a MAXIMUM of _____ samples by TEM in noted order.

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: Fed Ex Lab Drop Off Other 2402-D1819 ^{EN} 2/7/24

Rec: MEW 2/2/24 1200
Via Fed ex

-02077



Asbestos Bulk Sample Chain-of-Custody Form

Sheet 6 of 7

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/ Quantities
81 40A-013124-TP	White 12"x12" Floor tile	(Unit 2 - Main Room)	
40B - 82	↓	(Unit 2 - Side Room)	
41A - 83	Tan floor tile adhesive.	↓	
41B - 84	assoc. w/ 40A/B ↓	(Unit 2 - Main Room)	
42A - 85	Black 4" Carbase	(Unit 3 - Main office)	
42B - 86	↓	↓	
43A - 87	yellow wall panel	unit 2 - Back office	
43B - 88	adhesive ↓	unit 4 - side office	
44A - 89	Gypsum wallboard	(unit 3 - front office)	
44B - 90	↓	(unit 3 - side office)	
45A - 91	white joint compound	↓	
45B - 92	↓	↓	
46A - 93	Asphaltic Through-Wall	unit 3 - Hole in wall	
46B - 94	Flashing ↓	↓	
47A - 95	Black window glazing	unit 2 - window wall	
47B - 96	compound ↓	unit 4 - window wall	

Analysis Method: PLM TEM Other _____ Turnaround Time: _____

Email Results to: _____ @fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: ~~Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples~~
unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (★) by
TEM NOB on a _____ turnaround time. Analyze a MAXIMUM of _____ samples by TEM in noted order.

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: Fed Ex Lab Drop Off Other 2402-01819 EN 2.9.24

Rec: MEL 2/2/24 1200 2402-02077
via fed ex



Asbestos Bulk Sample Chain-of-Custody Form

Sheet 87 of 7

Project Name: _____ Project No.: _____ Task: _____

Building Name/Number: _____ Project Manager: _____

Site Address: _____ Total # of Samples: _____

Sample ID (#-Date-Initials)	Material Type (Material, Size, Color, Description)	Sample Location	Comments/Quantities
48A - 013124 - TP	Gypsum Wallboard	(Unit 4 - Entrance)	
48B - 98	↓	(Unit 4 - Hallway)	
49A - 99	White Joint Compound	↓	
49B - 100	↓	↓	
50A - 101	Gray 4" Covebase	Unit 4 - Mens Room	
50B - 102	↓	Unit 4 - Womens Room	
51A - 103	Black Asphaltic Layer	Ext. Roof	
51B - 104	↓ on metal roof deck	↓	
52A - 105	Asphaltic Built-up Roofing	Ext Roof Edges	
52B - 106	↓	↓	
53A - 107	Black Flashing Material	Ext Roof vents	
53B - 108	↓	↓	
54A - 109	Gray/Black Lap Sealant	Ext Roof	
54B - 110	↓	↓	
55A - 111	Grey Roof Drain Caulk		
55B - 112	↓		

55B, 24
2
+ 56 A/B sealant
56a - Black lap sealant - North
56b - Black lap sealant - South
Per Jon Hand

Analysis Method: PLM TEM Other _____

Turnaround Time: _____

Email Results to: _____@fando.com Do Not Mail Hard Copy Report FAX Results to: 888-838-1160.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do not point count. If NOB group samples are ALL negative by PLM, analyze the sample denoted with a star (*) by TEM NOB on a _____ turnaround time. Analyze a MAXIMUM of _____ samples by TEM in noted order.

Samples Collected by: _____ Date: _____

Samples Sent by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: Fed Ex Lab Drop Off Other 2402-01819 EN 2/2/24 02077

Rec: M&W 2/2/24 12:00

Appendix D

XRF Lead-Based Paint Screening Field Data Sheets



Inspector: _____ XRF Lead-Based Paint Screening Field Data Sheet Page 1 of

Project Name: _____ XRF Model: RMD-1157 Serial: 3241R

Building Name/Number: _____ Date: _____

Site Address: _____ Project Number: _____

Project Manager: Dustin Diedricksen

XRF Calibration Check - RMD (0.7 to 1.3 mg/cm² inclusive)

Start Check
Finish Check

First Reading	Second Reading	Third Reading	Average

Room	Side	Surface/Component	Color	Substrate*	XRF Reading	Positive
Unit 1 Entrance Door		Door	Blue	M	-0.1	
Unit 1 Entrance Door Frame		Frame	Black	M	-0.1	
Unit 1 Door		Wall	White	D	-0.2	
Unit 1 Door		Door	White	M	-0.2	
Unit 1 Mens BR		Frame	White	M	-0.1	
Unit 1 Mens BR		Wall	White	M	-0.2	
Unit 250 Entrance Door		Frame	Beige	D	-0.2	
Unit 250 Entrance Door		Door	White	M	-0.2	
Unit 250 Entrance Door		Door	Green	M	-0.2	
Unit 250 Door Entrance		Frame	White	M	0.1	
Unit 250 Main Room		Wall	Black	M	-0.2	
Unit 250 Main Room		Wall	Green	C	0.1	
Unit 250 sidewalk		Wall	Black	C	0.1	
Unit 250 Main room		Wall	Light Green	D	-0.2	
Unit 246 Main Room		Wall	Yellow	C	-0.1	
Unit 246 Main Room		Wall	Black	D	-0.1	
Unit 246 Office		Wall	White	C	-0.2	
Unit 246 Office		Wall	White	D	0.1	
Unit 246 Office		Wall	Perch	C	0.1	
Unit 246 Door		Wall	Perch	D	0.1	
Unit 246 Door		Door	Blue	M	-0.2	
Unit 246 Door		Frame	White	M	-0.1	

* Substrate Type: M = Metal, W = Wood, P = Plaster, D = Drywall, C = Concrete, B = Brick, CMU = Concrete Masonry Unit, A = Aluminum, CT = Ceramic Tile
N/A = Not Accessible, N/C = Not Coated, COV = Covered, VR = Vinyl Replacement, POS = Positive



XRF Lead-Based Paint Screening Field Data Sheet

Inspector: _____ XRF Model: RMD-1157 Serial: 3241R

Project Name: _____ Date: _____

Building Name/Number: _____ Project Number: _____

Site Address: _____ Project Manager: Dustin Diedricksen

XRF Calibration Check - RMD (0.7 to 1.3 mg/cm² inclusive)

Start Check

Finish Check

First Reading	Second Reading	Third Reading	Average

Room	Side	Surface/Component	Color	Substrate*	XRF Reading	Positive
Unit 1 Entrance Door		Door	Blue	M	-0.1	
Unit 1 Entrance Door frame		Frame	Black	M	-0.1	
Unit 1		Wall	White	D	-0.2	
Unit 1 Door		Door	White	M	-0.2	
Unit 1 Door		Frame	White	M	-0.1	
Unit 7 Mens BR		Wall	Buge	D	-0.2	
Unit 7 Mens BR		Frame	White	M	-0.2	
Unit 250 Entrance Door		Door	Green	M	0.1	
Unit 250 Entrance Door		Door	white	M	-0.2	
Unit 250 Entrance Door		Frame	Black	M	0.1	
Unit 250 Door Entrance		Wall	Green	C	0.1	
Unit 250 Main Room		Wall	Black	C	-0.2	
Unit 250 Main Room		Wall	Light Green	D	-0.2	
Unit 250 sidewalk		Wall	Yellow	C	-0.1	
Unit 250 Main room		Wall	Black	D	-0.1	
Unit 246 Main Room		Wall	White	C	-0.2	
Unit 246 Main Room		Wall	White	D	-0.1	
Unit 246 Office		Wall	Perch	C	0.1	
Unit 246 Office		Wall	Perch	D	0.1	
Unit 246 Door		Door	Blue	M	-0.2	
Unit 246 Door		Frame	White	M	-0.1	

* Substrate Type: M = Metal, W = Wood, P = Plaster, D = Drywall, C = Concrete, B = Brick, CMU = Concrete Masonry Unit, A = Aluminum, CT = Ceramic Tile
N/A = Not Accessible, N/C = Not Coated, COV = Covered, VR = Vinyl Replacement, POS = Positive

Appendix E

TCLP Laboratory Analytical Report & Chain-of-Custody Form



R.I. ANALYTICAL
Specialists in Environmental Services

LABORATORY REPORT

Fuss & O Neill
Attn: Jon Hand
108 Myrtle Street, Suite 502
Quincy, MA 02171

Date Received: 2/2/2024
Date Reported: 2/12/2024
P.O. Number

Work Order #: 2402-01783

Project Name: PROJECT #20151007. U10 URBAN LEAGUE OF RI - 246 PRARIE AVE

Enclosed are the analytical results and Chain of Custody for your project referenced above. The sample(s) were analyzed by our Warwick, RI laboratory unless noted otherwise. When applicable subcontracted results are noted and subcontracted reports are enclosed in their entirety.

All samples were analyzed within the established guidelines of US EPA approved methods with all requirements met, unless otherwise noted at the end of a given sample's analytical results or in a case narrative.

The Detection Limit is defined as the lowest concentration of an analyte that can be reliably detected under routine laboratory conditions. The Reporting Limit is the minimum concentration that can be reliably quantified under routine laboratory conditions.

These results only pertain to the samples submitted for this Work Order # and this report shall not be reproduced except in its entirety.

We certify that the following results are true and accurate to the best of our knowledge. If you have questions or need further assistance, please contact our Customer Service Department.

Approved by:

Kristin Phelan
Data Reporting Manager

Laboratory Certification Numbers (as applicable to sample's origin state):
Warwick RI * RI LAI00033, MA M-RI015, CT PH-0508

Report Qualifiers & Abbreviations

These qualifiers/abbreviations may or may not be present in this report.

Qualifier	Descriptions
*	Recovery outside of acceptance limits
B	Analyte detected in method blank at a level about the detection limit
D	Surrogate diluted out to reach a parameter result within the instrument calibration curve
E	Parameter result exceeds calibration curve
J	Estimated result based on MDL

Abbreviation	Definition
BLK	Method Blank
CFU	Colony Forming Unit
DF	Dilution Factor
DL	Detection Limit
LCS(D)	Laboratory Control Standard (Duplicate)
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
MDL	Method Detection Limit
MPN	Most Probable Number
MS(D)	Matrix Spike (Duplicate)
QC	Quality Control
RPD	Relative Percent Difference
TIC	Tentatively Identified Compound
TNTC	Too Numerous to Count
*CS	Field data provided by the client

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-01783

Project Name: PROJECT #20151007. U10 URBAN LEAGUE OF RI - 246 PRARIE AVE

Sample Number: 001
Sample Description: 01-TP-020124 URBAN LEAGUE OF RI - ASSOC. BUILDING MATERIALS
Sample Type : GRAB
Sample Date / Time : 2/01/2024 @ 11:00

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
TCLP Metals						
Lead	<0.25	0.25	mg/L	SW-846 6010C	2/9/2024 13:28	KK
ICP Digestion				SW-846 3010A	2/9/2024 9:00	KK
TCLP Extraction	Extracted			SW-846 1311	2/7/2024 15:00	BRB

Sample Number: 002
Sample Description: 02-TP-020124 URBAN LEAGUE OF RI - ASSOC. BUILDING MATERIALS
Sample Type : GRAB
Sample Date / Time : 2/01/2024 @ 11:00

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
TCLP Metals						
Lead	<0.25	0.25	mg/L	SW-846 6010C	2/9/2024 13:30	KK
ICP Digestion				SW-846 3010A	2/9/2024 9:00	KK
TCLP Extraction	Extracted			SW-846 1311	2/7/2024 15:00	BRB

Sample Number: 003
Sample Description: 03-TP-020124 URBAN LEAGUE OF RI - ASSOC. BUILDING MATERIALS
Sample Type : GRAB
Sample Date / Time : 2/01/2024 @ 11:00

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
TCLP Metals						
Lead	<0.25	0.25	mg/L	SW-846 6010C	2/9/2024 13:32	KK
ICP Digestion				SW-846 3010A	2/9/2024 9:00	KK
TCLP Extraction	Extracted			SW-846 1311	2/7/2024 15:00	BRB

Appendix F

PCB Laboratory Analytical Report & Chain-of-Custody Form



LABORATORY REPORT

Fuss & O Neill
Attn: Jon Hand
108 Myrtle Street
Quincy, MA 02171

Date Received: 2/10/2024
Date Reported: 2/21/2024
P.O. Number

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Enclosed are the analytical results and Chain of Custody for your project referenced above. The sample(s) were analyzed by our Warwick, RI laboratory unless noted otherwise. When applicable subcontracted results are noted and subcontracted reports are enclosed in their entirety.

All samples were analyzed within the established guidelines of US EPA approved methods with all requirements met, unless otherwise noted at the end of a given sample's analytical results or in a case narrative.

The Detection Limit is defined as the lowest concentration of an analyte that can be reliably detected under routine laboratory conditions. The Reporting Limit is the minimum concentration that can be reliably quantified under routine laboratory conditions.

These results only pertain to the samples submitted for this Work Order # and this report shall not be reproduced except in its entirety.

We certify that the following results are true and accurate to the best of our knowledge. If you have questions or need further assistance, please contact our Customer Service Department.

Approved by:

A handwritten signature in black ink that reads "Kristin Phelan".

Kristin Phelan
Data Reporting Manager

Laboratory Certification Numbers (as applicable to sample's origin state):
Warwick RI * RI LAI00033, MA M-RI015, CT PH-0508

Report Qualifiers & Abbreviations

These qualifiers/abbreviations may or may not be present in this report.

Qualifier	Descriptions
*	Recovery outside of acceptance limits
B	Analyte detected in method blank at a level about the detection limit
D	Surrogate diluted out to reach a parameter result within the instrument calibration curve
E	Parameter result exceeds calibration curve
J	Estimated result based on MDL

Abbreviation	Definition
BLK	Method Blank
CFU	Colony Forming Unit
DF	Dilution Factor
DL	Detection Limit
LCS(D)	Laboratory Control Standard (Duplicate)
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
MDL	Method Detection Limit
MPN	Most Probable Number
MS(D)	Matrix Spike (Duplicate)
QC	Quality Control
RPD	Relative Percent Difference
TIC	Tentatively Identified Compound
TNTC	Too Numerous to Count
*CS	Field data provided by the client

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Sample Number: 001
Sample Description: 01-20240202JH-PCB EXTERIOR, SOUTH
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:06	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	76		30-150%	SW-846 8082A	2/20/2024 21:06	SGM
Decachlorobiphenyl	81		30-150%	SW-846 8082A	2/20/2024 21:06	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

Sample Number: 002
Sample Description: 02-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:23	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	91		30-150%	SW-846 8082A	2/20/2024 21:23	SGM
Decachlorobiphenyl	77		30-150%	SW-846 8082A	2/20/2024 21:23	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Sample Number: 003
Sample Description: 03-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:39	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	96		30-150%	SW-846 8082A	2/20/2024 21:39	SGM
Decachlorobiphenyl	105		30-150%	SW-846 8082A	2/20/2024 21:39	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

Sample Number: 004
Sample Description: 04-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 21:55	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	89		30-150%	SW-846 8082A	2/20/2024 21:55	SGM
Decachlorobiphenyl	75		30-150%	SW-846 8082A	2/20/2024 21:55	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	99.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	0.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Sample Number: 005
Sample Description: 05-20240202JH-PCB EXTERIOR, WEST (NORTH FACE)
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:11	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	80		30-150%	SW-846 8082A	2/20/2024 22:11	SGM
Decachlorobiphenyl	72		30-150%	SW-846 8082A	2/20/2024 22:11	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	99.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	0.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

Sample Number: 006
Sample Description: 06-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:28	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	82		30-150%	SW-846 8082A	2/20/2024 22:28	SGM
Decachlorobiphenyl	67		30-150%	SW-846 8082A	2/20/2024 22:28	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	99.2		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	0.8		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Sample Number: 007
Sample Description: 07-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 22:44	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	101		30-150%	SW-846 8082A	2/20/2024 22:44	SGM
Decachlorobiphenyl	73		30-150%	SW-846 8082A	2/20/2024 22:44	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.3		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.7		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

Sample Number: 008
Sample Description: 08-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:00	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	71		30-150%	SW-846 8082A	2/20/2024 23:00	SGM
Decachlorobiphenyl	70		30-150%	SW-846 8082A	2/20/2024 23:00	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.9		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.1		%	SM2540G 18-21ed	2/14/2024 15:14	BRB

R.I. Analytical Laboratories, Inc.

Laboratory Report

Fuss & O Neill

Work Order #: 2402-02260

Project Name: PROJECT #20151007.U10 246 PRAIRIE AVE, PROVIDENCE, RI

Sample Number: 009
Sample Description: 02D-20240202JH-PCB EXTERIOR, WEST
Sample Type : GRAB
Sample Date / Time : 2/02/2024

PARAMETER	SAMPLE RESULTS	REP. LIMIT	UNITS	METHOD	DATE/TIME ANALYZED	ANALYST
PCB						
Aroclor-1016	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1221	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1232	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1242	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1248	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1254	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Aroclor-1260	<0.10	0.10	mg/kg dry	SW-846 8082A	2/20/2024 23:16	SGM
Surrogate			RANGE			
Tetrachloro-m-xylene (TCMX)	79		30-150%	SW-846 8082A	2/20/2024 23:16	SGM
Decachlorobiphenyl	69		30-150%	SW-846 8082A	2/20/2024 23:16	SGM
Extraction Date	Extracted			SW-846 3540C	2/19/2024 18:58	ERS
Percent Solids	98.8		%	SM2540G 18-21ed	2/14/2024 15:14	BRB
Moisture	1.2		%	SM2540G 18-21ed	2/14/2024 15:14	BRB



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PCB Bulk Sample Chain-of-Custody Form

Sheet 1 of 1

Project Name: 246 Prairie Ave, Providence, RI Site Address: 246 Prairie Ave, Providence, RI

Project Number: 20151607, U10 Building Name/Number: Project Manager: Jon Hand

Sample ID (#-Initial-Date-PCB)	Material Type	Location	Substrate(s)	Conc. Code (Below)
01-20240202JH-PCB	Door Caulking, Gray	Extension, South	metal / CMU	
02-20240202JH-PCB	Control Joint Caulk, Gray	↓, west	CMU (Fluted)	
03-20240202JH-PCB	↓	↓, west	CMU (Square)	
04-↓	Door caulk, Brown	↓	CMU (Square) / metal	
05-↓	Window Caulk, ↓	↓, west (North Face)	↓ / ↓	
06-↓	↓, Gray	↓, west	CMU (Fluted) / ↓	
07-↓	Window Glazing Compound, Black	↓, west	CMU / metal	
08-↓	Control Joint Caulk, Gray	↓, west	CMU / CMU	
02D-↓	Control Joint Caulk, Gray	↓, west	CMU (Fluted)	Dup

Analysis Method: EPA Method 3500B/3540C (Extraction) EPA Method 8082 (Analysis) Laboratory: RIAL Turnaround Time: 1-week
(48-Hour is Fastest)

Concentration Code: H=High, M=Medium, L=Low, C=Clean, U=Unknown

E-Mail PDF of Results to jhand@fando.com

Special Instruction/Comments: Preserved with Ice in Glass Jars with Teflon Lined Caps. MPA 48 Rates Bill To Rachel.Simpson@dem.ri.gov

Samples Collected By: Jon Hand a Tyler Collection Date: 2-17-24

Relinquished [By][To] [Jon Hand] [2/19/24] Date: 2/19/24 Time: 14:18

Relinquished [By][To] [R.DAVIS] [Environ. Tedesco] Date: 2/19/24 Time: 13:13

Relinquished [By][To] [] [] Date: 2/22/24 Time: 16:27

Q:\EnviroScience\Admin\FORMS\PCBs\July 2014 Revised COC Forms 1.10C 2/15/24

2402-02260

Appendix F

Asbestos-Containing Material Summary

Asbestos-Containing Materials Summary

**Urban League of Rhode Island
264 Prairie Avenue
Providence, Rhode Island**

Rhode Island Department of Environmental Management
March 2024
Fuss & O'Neill Reference No. 20151007.U10

Asbestos-Containing Material Type	Locations(s)	Asbestos Content	Condition	Estimated Total Quantity	NESHAP Units	Removal Method
Black Window Glazing Compound	Exterior Windows & Interior Window Walls of Office Spaces	5.0-15.0% Chrysotile	Intact	20 EA (~320 SF)	2	Alternative
Beige 12" x 12" Floor Tile	Daycare	5.0-15.0% Chrysotile	Intact	21,000 SF	131	1.14.2 & 1.14.3
Cementitious Pipe Debris	Exterior on Ground at East Lot	5.0-20.0% Chrysotile	Damaged	<2 CY (54 CF)	2	Whole Component
Brown Wall Panel Adhesive	Unit 1 - Conference Room & Office 2	5.0-15.0% Chrysotile	Intact	75 SF	1	1.14.2 & 1.14.3
Black Asphaltic Roofing Layers on Metal Roof Deck	Roof	<1.0% Chrysotile	Intact	48,000 SF	NA	Material should be removed and disposed of as an ACM
Black Flashing Mastic/Adhesive	Roof Perimeter Edge	1.0-5.0% Chrysotile	Intact	3,500 SF	22	1.14.8
Asbestos-Cement Pipe	Below Grade	5.0-20.0% Chrysotile	Intact	200 LF	NA	Whole Component

EA = Each, SF = Square Feet

NA = Not Applicable

ACM = Asbestos-Containing Material



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SECTION 02 82 13

ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.
- B. Limited Hazardous Building Materials Inspection Report prepared by Fuss & O'Neill, Inc (March 2024).
- C. Draft Asbestos Abatement Plan, the Urban League of Rhode Island Building, 246 Prairie Avenue, Providence, Rhode Island.
- D. Asbestos Abatement drawings prepared by Fuss & O'Neill, Inc.

1.2 SCOPE OF WORK

- A. Work outlined in this Section includes all work necessary for the removal, packaging, transporting, and disposing of asbestos-containing materials (ACM) impacted during demolition (the "Work") of the Urban League of Rhode Island building located at 246 Prairie Avenue in Providence, Rhode Island (the "Site").
- B. Work shall be performed by a State of Rhode Island Department of Health (RIDOH)-licensed Asbestos Abatement Contractor (the "Contractor") with licensed Asbestos Workers and Supervisors. Training shall be in accordance with RIDOH Regulation 216-RICR-50-15-1 (1.9). Note that this applies to excavator operators handling/disturbing asbestos-containing debris and ACM as well.
- C. This scope of work includes all necessary selective demolition to access ACM scheduled for abatement.

1.3 PROJECT DESCRIPTION

- A. The base bid includes removal, packaging, transporting, and disposing ACM and ACWM, as identified herein, conducted by workers meeting the requirements of OSHA Title 29 CFR, Part 1926.1101 for Class 1 and 2 work. This shall include all necessary demolition to access ACM for abatement.

- B. Materials, as discovered outside of those listed (either above or below), will be measured and paid or credited by unit prices. The quantities are estimates only and should be field-verified by the Contractor.
- C. The following table summarizes the locations of the base bid work with estimated material quantities. Note quantities provided below are order-of-magnitude estimates only. Refer to the Demolition Drawings for specific locations.

BASE BID - ASBESTOS

MATERIAL TYPE	LOCATION	QUANTITY	NOTES
Window Glazing Compound	Window Systems & Interior Window Walls at Office Spaces	20 EA	1
12" x 12" Floor Tile	Daycare	21,000 SF	2
Cementitious Pipe Debris	Exterior at East Lot	<2 CY	3
Wall Panel Adhesive	Unit #1 Conference Room & Office #2	75 SF	
Asphaltic Roofing Materials & Sealants	Roof	48,000 SF	4
Flashing Mastic/Adhesive	Roof Perimeter Edge	3,500 SF	4
Asbestos-Cement Pipe	Below Grade	200 LF	5

EA = Each; SF = Square Feet; LF = Linear Feet; CY = Cubic Yards

Notes:

1. Denotes whole-component window system removal and disposal required for demolition including, but not limited to, concealed caulking, mastics/adhesive, and frame/casing.
 2. Denotes removal and disposal of all flooring layers, including mastics/sealants, down to bare concrete subfloor as ACM. Non-ACM mastic/adhesive on subfloor may remain if it doesn't impede the final visual inspection.
 3. Denotes that all ACM and contaminated materials (e.g., vegetation, general debris, etc.) to be removed and disposed of as ACM until no visible suspect debris is present (as verified by the Consultant). Includes thorough cleaning of underlying substrate in a 2'x2' area centered on the debris piece. If soil needs to be removed, soil shall be removed down to at least 1" or until no visible debris is observed.
 4. Includes removal and disposal of all roofing materials, including mastics/sealants, down to bare roof deck as ACM. **Alternatively, the material/deck can be segregated during demo and bulk loaded as long as the material stays adhered to the metal roof deck.**
 5. Denotes material type includes removal and disposal as required for utility disconnection and building/foundation demolition prior to building demolition.
- D. A portion of the Work may be performed in multiple mobilizations, at different periods of time, in conjunction with other trades (i.e., other trades work, demolition work, etc.).
 - E. Safety Data Sheets (SDS) for chemicals to be used during the project must be submitted to the Consultant prior to chemicals being delivered to the Site.

- F. The Contractor shall be responsible for providing temporary water, power, and heat, as needed, at the Site to perform the Work. Temporary lighting within the work areas must be connected to ground-fault circuit interrupter (GFCI) power panels installed by a State of Rhode Island-licensed electrician, permitted as required, and located outside of the work areas.

1.4 DEFINITIONS

- A. The following definitions relative to asbestos abatement apply:

1. Abatement: Procedures to control fiber release from ACM; includes removal, encapsulation, and enclosure.
2. Air Monitoring: The process of measuring the total airborne fiber concentration of an area or a person.
3. Amended Water: Water to which a surfactant (wetting agent) has been added.
4. Asbestos: The name given to a number of naturally-occurring, fibrous silicates. This includes the serpentine and the amphiboles forms, and includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite, or any of these forms, which have been chemically-altered.
5. Asbestos Felt: A product made by saturating felted asbestos with asphalt, or other suitable bindery, such as a synthetic elastomer.
6. Asbestos Fibers: Those particles with a length greater than five (5) microns and a length to diameter ratio of 3:1 or greater.
7. Asbestos Project Designer: The RIDOH Asbestos Project Designer for this project is Mr. Jonathan Hand (License No. APD00798).
8. Asbestos Work Area: A regulated area, as defined by OSHA Title 29 CFR, Part 1926.1101, where asbestos abatement operations are performed, which is isolated by physical barriers to prevent the spread of asbestos dust, fibers, or debris. The regulated area shall comply with requirements of regulated areas for demarcation, access, respirators, prohibited activities, competent persons and exposure assessments and monitoring.
9. Caulking: Resilient mastic compound often having a silicone bituminous or rubber base; used to seal cracks, fill joints, and prevent leakage.
10. Clean Room: An uncontaminated area or room, which is a part of the worker decontamination enclosure system with provisions for storage of worker street clothes and protective equipment.
11. Competent Person: As defined by OSHA Title 29 CFR, Part 1926.1101, a representative of the Contractor who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure. The Competent Person has authority to take prompt corrective measures and to eliminate such hazards during asbestos removal. The Competent Person shall be properly trained in accordance with EPA's Model Accreditation Plan (MAP).
12. Consultant: Fuss & O'Neill, Inc.
13. Containment: An enclosure which surrounds the location where ACM and/or other toxic or hazardous substance removal is conducted and establishes a controlled work area.

14. Contractor: Any person, firm, corporation, or other entity who has a valid license issued by the State of Rhode Island for the purpose of entering into, or engaging in, asbestos abatement work.
15. Curtained Doorway: A device to allow ingress and egress from one area to another while permitting minimal air movement between the areas. Two curtained doorways spaced a minimum of three feet apart can form an airlock.
16. Dampproofing: Application of water-impervious materials to a surface (such as a wall) to prevent penetration of moisture, typically associated with below-grade surfaces and veneers.
17. Decontamination Enclosure System (Decon): A series of connected areas, with curtained doorways between adjacent areas, for the decontamination of workers and equipment. A decontamination enclosure system always contains at least one airlock and is adjacent and connected to the regulated area, where possible.
18. Encapsulant: A liquid material which can be applied to ACM, that controls the possible release of asbestos fibers either by creating a membrane over the surface (bridging encapsulant) or penetrating the material and binding its components together (penetrating encapsulant).
19. EPA: The United States Environmental Protection Agency.
20. Equipment Room: Any contaminated area or a room that is part of the worker decon with provisions for storage of contaminated clothing and equipment.
21. Fixed Object: Unit of equipment or furniture in the work areas that cannot be removed from the work area.
22. Friable ACM: Any material that contains greater than one percent (> 1%) asbestos as determined using the method specified in Title 40 CFR, Part 763, Appendix A, Subpart F, Section 1, via PLM, or is presumed to contain asbestos, that can be crumbled, pulverized, or reduced to powder by hand pressure (when dry).
23. Glazing Compound: Any compound used to hold glass in-place, also referred to as glazing putty.
24. HEPA Filter: High-Efficiency Particulate Air (HEPA) filter in compliance with ANSI Z9.2 1979.
25. HEPA-Filtered Work Area Ventilation System: A portable local exhaust system equipped with HEPA filtration used to create negative pressure in a regulated area (negative with respect to adjacent unregulated areas) and capable of maintaining a constant, low velocity air flow into regulated areas from adjacent unregulated areas.
26. HEPA-Vacuum Equipment: Vacuum equipment where all the air drawn into the machine is expelled through a HEPA filter with none of the air leaking past it and with a HEPA-filter as the last filtration stage.
27. Movable Object: Unit of equipment or furniture in the work area that can be removed from the work area.
28. NESHAP: National Emissions Standard for Hazardous Air Pollutants regulations enforced by the EPA.
29. Non-Friable ACM: Any material that contains > 1% asbestos as determined using the method specified in EPA Title 40 CFR, Part 763, Appendix A, Subpart F, Section 1, via

- PLM, or is presumed to contain asbestos, that cannot be crumbled, pulverized, or reduced to powder by hand pressure (when dry).
30. OSHA: The Occupational Safety and Health Administration.
 31. Owner: Providence Redevelopment Agency.
 32. Permissible Exposure Limit (PEL): The maximum total airborne fiber concentration to which an employee is allowed to be exposed. The new limit established by OSHA Title 29 CFR, Part 1926.1101 is 0.1 fibers/cc as an eight (8)-hour time-weighted average (TWA), and 1.0 fibers/cc averaged over a sampling period of thirty (30) minutes as an Excursion Limit. The Contractor shall be responsible for maintaining work areas in a manner that this standard is not exceeded.
 33. Project Monitor: A professional capable of conducting air monitoring and analysis of schemes. This individual should be an industrial hygienist, an environmental scientist, or a Consultant with experience in asbestos air monitoring, personal protection equipment, and abatement procedures. This individual should have demonstrated proficiency in conducting air sample collection in accordance with OSHA Title 29 CFR, Parts 1910.1001 and 1926.1101.
 34. RCRA: The Resource Conservation and Recovery Act (EPA Title 40 CFR, Parts 260 - 265).
 35. Regulated Area: An area established by the employer to demarcate where Class I, II, and III asbestos work is conducted and any adjoining area where debris and waste from such asbestos work accumulate, and a work area, within which, total airborne fiber concentrations exceed, or there is a reasonable possibility that they may exceed, the PEL.
 36. RIDEM: The State of Rhode Island Department of Environmental Management.
 37. RIDOH: The State of Rhode Island Department of Health.
 38. Shower Room: A room between the Clean Room and the Equipment Room in the decon with hot and cold running water suitably arranged for employee showering during decontamination. The Shower Room is located in an airlock between the contaminated area and the clean area.
 39. Site: The Urban League of Rhode Island building located at 246 Prairie Avenue in Providence, Rhode Island.
 40. Surfactant: A chemical wetting agent added to water to improve penetration into ACM.
 41. Totally Enclosed Manner: A manner that will ensure no exposure of human beings or the environment to a concentration of asbestos.
 42. Transport Vehicle: A motor vehicle or rail car used for the transportation of cargo by any mode. Each cargo-carrying body (e.g., trailer, railroad freight car) is a separate transport vehicle.
 43. Waterproofing: Material, usually a membrane or applied compound (tar/mastic), used to make a surface impervious to water, includes concealed conditions (applications around doors, windows, and in wall cavities). Sometimes combined with felts.

1.5 CONSULTANT

- A. The Owner/Architect shall retain a third-party, industrial hygiene firm (the “Consultant”) for the purposes of project management and monitoring during Asbestos Abatement activities. At the discretion of the Owner/Architect, the Consultant will represent the aforementioned during the abatement project. The Contractor will regard the Consultant’s direction as authoritative and binding, as provided herein, in matters particularly, but not limited to the following:
1. Work area approval.
 2. Monitoring results review.
 3. Completion of the various work segments.
 4. Final abatement completion.
 5. Data submission.
 6. Daily field punch list items.
- B. The RIDOH Asbestos Project Designer for this project is Mr. Jonathan Hand (License No. ADP00798).

1.6 USE OF THE CONTRACT DOCUMENTS

- A. It shall be incumbent upon the Contractor to visit the Site and determine what exists, its condition, and what will be required to accomplish the Work intended by the Contract Documents. No increase in the Contract Sum will be permitted as a result of the Contractor’s failure to visit the Site and understand the existing conditions.
- B. All work shall comply with the Contract Documents and with applicable codes, laws, regulations, and ordinances wherever applicable. The most stringent of all the foregoing shall govern the Work.
- C. It is not intended that this Section show every detail of the Work, but the Contractor shall be required to furnish, within the Contract Sum, all material and labor necessary for the completion of the Work in accordance with the intent of this Section.
- D. In case of ambiguity among the Contract Documents, the more stringent requirement, as determined by the Consultant, shall prevail.
- E. The Work includes making modifications as necessary, subject to approval by Owner in consultation with the Consultant, to correct any conflicts.
- F. All items not specifically mentioned in the Contract Documents, but implied by trade practices to complete the Work, shall be included.

1.7 SITE EXAMINATION

- A. It is understood that the Contractor has examined the Site and made their own estimates of the facilities and difficulties attending the execution of the Work and has based their price thereon.

- B. Except for unforeseeable concealed conditions as determined by the Consultant, the Contractor shall make no claim for additional cost due to the existing conditions at the Site.

1.8 CONTRACTOR QUALIFICATIONS

- A. The Contractor shall submit a record of prior experience in asbestos abatement projects, listing no less than three completed projects in the past year of similar size and scope. The Contractor shall list the experience and training of the project foremen and all on-site personnel. The information that should be included is as follows:
 - 1. Project Name and Address.
 - 2. Owner's Name and Address.
 - 3. Architect's Name.
 - 4. Consultant's Name.
 - 5. Contract Amount.
 - 6. Date of Completion.
 - 7. Extras and Changes.
- B. The Contractor selected must currently hold a valid RIDOH Asbestos Abatement Contractor license.
- C. Submit a written statement regarding whether the Contractor has ever been cited for non-compliance with federal, state, or local asbestos and/or lead regulations pertaining to worker protection, removal, transport, or disposal.

1.9 TESTING LABORATORY SERVICES

- A. The Contractor shall submit to the Consultant the name, address, and qualifications of proposed laboratories intended to be utilized for sample analysis as required by this Section.

1.10 ADDITIONAL GENERAL REQUIREMENTS

- A. The Contractor shall employ a competent, RIDOH-certified Asbestos Abatement Supervisor with at least three years of experience on projects of similar scope and magnitude, who shall be responsible for all work involving asbestos abatement as described in the Contract Documents and defined in applicable regulations and have full-time, daily supervision of the same. The Supervisor shall be the competent person as defined by Occupational Safety and Health Administration (OSHA) regulations.
- B. If required by federal, state, local, or any other authorities having jurisdiction over such work, the Contractor shall allow the Work of this contract to be inspected. The Contractor shall immediately notify the Owner, Architect, and Consultant and shall maintain written evidence of such inspection for review by the aforementioned parties.
- C. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work

requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance or negligence.

- D. The Contractor shall immediately notify the Owner, Architect, and Consultant of the delivery of all permits, licenses, certificates of inspection, of approval, or of occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of who issued, and shall cause them to be displayed to the aforementioned parties for verification and recording.

1.11 SUBMITTALS

- A. The Contractor shall submit the following to the Consultant, in one complete package, prior to the pre-construction meeting and at least ten (10) business days before the start of the Work:
1. Submit a schedule to the Owner/Architect and the Consultant that defines a timetable for executing and completing the project, including work area preparations, removal, cleanup, decontamination, and final clearance air monitoring (if applicable). Note that the schedule must fit within the limits set by the Rhode Island Department of Administration for this project.
 2. Submit copies of all notifications, permits, applications, licenses and like documents required by federal, state, or local regulations obtained or submitted in proper fashion.
 3. Submit the name and address of the hauling contractor and the landfill to be used. Also, submit current, valid operating permits and certificates of insurance for the transporter and landfill.
 4. Submit the name, address, ID number, operating permit, and certificate of insurance of the proposed construction debris site.
 5. Submit a detailed, site-specific work plan including, but not limited to, decon construction, work area isolation, and removal methods.
 6. Submit the training, medical, and respirator fit test records as well as a current, valid RIDOH license of each employee who may be on the Site.
 7. If the Contractor's RIDOH-licensed Asbestos Abatement Supervisor is not conducting OSHA-required employee exposure monitoring, submit the qualifications of the air sampling professional that the Contractor proposes to use on this project for this task. The Contractor shall note if this does not apply.
 8. Submit detailed product information on all materials and equipment proposed for asbestos abatement work on this project. This includes all SDS for products and chemicals that may be used on the project.
 9. Submit pertinent information regarding the qualifications of the Project Supervisor (competent person) for this project, as well as a list of past projects completed.
 10. Submit a chain-of-command for the project. The chain-of-command should include the name, title, and contact number for each person listed.
 11. Submit a site-specific Emergency Action Plan for the project. The Emergency Action Plan may include emergency procedures to be followed by Contractor personnel to evacuate the building, hospital name and phone number, most direct transportation route from the Site, emergency telephone numbers, etc. If this information is contained within

an Emergency Action Plan prepared by the Site's General Contractor, a copy shall be submitted for review.

12. Submit a written, site-specific Respiratory Protection Program for employees undertaking the Work, including make, model, and National Institute of Occupational Safety and Health (NIOSH) approval numbers of respirators to be used at the Site. The Contractor shall note if the Respiratory Protection Program is not required at the Site and why.
13. Submit the proposed electrical safeguards to be implemented by a State of Rhode Island-licensed electrician, including but not limited to: location of transformers, GFCI outlets, lighting, and power panels necessary to safely perform the Work, including a description of electrical hazards and a safety plan for common practices in the work area. This may also include a safety plan for temporary lighting, extension cords, and other powered equipment used in the work area (locations, daily inspections, etc.).
14. Submit the proposed worker orientation plan that, at a minimum, includes a description of asbestos hazards and abatement methodologies, a review of worker protection requirements, and the outline of safety procedures.

No work on the Site will be allowed to begin until the Owner/Architect and the Consultant approve the Pre-Construction Submittals. Any delay caused by the Contractor's refusal or inability to submit this documentation in a timely manner does not constitute a cause for change order or a time extension.

B. The Contractor shall submit the following to the Consultant during the Work:

1. Copies of personal air sampling results (Consultant will not review or provide any direction or advice regarding results). The Contractor shall be responsible for proper sample analytical review and personal protective equipment (PPE) selection and use. Records are retained solely for project record.
2. Copies of training, RIDOH licenses, respirator fit test records, and medical records for new employees to start work 24 hours in advance of the new employee arriving at the Site.
3. Carbon copies from waste shipment records (WSR), waste manifest records, or other waste tracking record for all specified materials.
4. Copies of daily log sheets, daily sign-in sheets, and containment sign-in sheets.

C. The Contractor shall submit the following to the Consultant at the completion of the Work. The Owner reserves the right to retain payment(s) until all items are received in completion:

1. Original final completed copies of the WSR, signed by all transporters and the designated disposal site owner/operator.
2. Original final completed copies of weight tickets, recycling tickets, and manifests for all specified materials.
3. Contractor's logs (daily activity logs, daily sign in sheets, containment sign-in sheets), and all worker training, RIDOH licenses, medical records, and respirator fit test records.
4. Copies of all OSHA personal monitoring results.

1.12 REGULATIONS AND STANDARDS

- A. The Contractor shall be solely responsible for conducting this project and supervising all work in a manner that will be in conformance with all federal, state, and local regulations and guidelines pertaining to asbestos abatement. Specifically, the Contractor shall comply with the requirements of the following:
1. EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP) Regulations (Title 40 CFR, Part 61, Subpart M).
 2. EPA Asbestos Hazards Emergency Response Act (AHERA) Regulations (Title 40 CFR, Part 763, Subpart E).
 3. OSHA Asbestos Regulations (Title 29 CFR, Parts 1910.1001 and 1926.1101).
 4. Department of Transportation (DOT) Hazardous Waste Transportation Regulations (Title 49 CFR, Parts 170 - 180).
 5. Life Safety Code, National Fire Protection Association (NFPA).
 6. Local health and safety codes, ordinances or regulations pertaining to asbestos remediation and all national codes and standards including American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), and Underwriter's Laboratories (UL).
 7. State of Rhode Island and Providence Plantations Department of Health, Rules and Regulations for Asbestos Control (216-RICR-50-15-1).

1.13 EXEMPTIONS

- A. Any deviations from the Contract Documents require the written approval and authorization from the Owner and Consultant. Any deviations that may impact the bid cost shall be delineated with the bid for the Architect/Owner to review.
- B. Any modifications from the standard work practices identified in the RIDOH Regulations or the Asbestos Abatement Plan must be requested in writing and approved in writing by both the Consultant and RIDOH. The Consultant shall revise the Asbestos Abatement Plan on behalf of the Owner. If the Contractor intends to request a revision for this project, the nature of the revision shall be disclosed in the Bid Documents, and the cost savings associated with said revision shall be provided for Owner's consideration. A revision shall not be filed without prior Owner and Consultant approval.

1.14 FINAL RE-OCCUPANCY AIR CLEARANCE (IF REQUIRED)

- A. Following the completion of the encapsulation phase of the work, the Consultant shall collect final re-occupancy clearance air samples inside the negative pressure enclosure (NPE) work area per RIDOH regulatory requirements for re-occupancy. This requirement may be waived by the RIDOH during approval of the RIDOH Asbestos Abatement Plan.

- B. The Owner shall be responsible for payment of the sampling and analysis of the initial final clearance samples only. If the first set of samples fails to satisfy the re-occupancy criteria, the Contractor shall be responsible for payment of all costs associated with the collection and analysis of additional final clearance air samples.
- C. Contractor shall not conduct demolition or other removal activities during final re-occupancy air clearance sampling.

1.15 NOTIFICATIONS, POSTINGS, SUBMITTALS, AND PERMITS

- A. Regulatory Agency Notifications: The Contractor shall make the following notifications, and provide the submittals to the following agencies within the allotted number of days designated below:

- 1. File Form ASB-22 at least ten (10) working days prior to the commencement of any abatement activity to:

RIDOH
Asbestos Control Program
3 Capital Hill, Room 206
Providence, RI, 02908-5097

The Contractor shall determine if local governing bodies also require notification or permits prior to conducting asbestos abatement activities.

- B. Fees, Permits and Licenses: The Contractor shall pay all licensing fees, royalties, and other costs necessary for the use of any copyrighted or patented product, design, invention, or processing in the performance of the work specified in this Section.
- C. The Contractor shall be solely responsible for costs, damages, or losses resulting from any infringement of these patent rights or copyrights. The Contractor shall hold the Owner, Architect, and the Consultant harmless from any costs, damages, and losses resulting from any infringement of these patent rights or copyrights.
 - 1. The Contractor shall be responsible for securing all necessary permits for work under this Section, including hauling, removal, disposal, fire, and materials usage, or any other permits required to perform the specified work.

1.16 WORK SITE SAFETY PLAN

- A. The Contractor shall establish a set of emergency procedures and shall post them in a conspicuous place at the Site. The safety plan should include provisions for the following:
 - 1. Injured worker evacuation.
 - 2. Emergency and fire exit routes from all work areas.

3. Emergency first aid treatment.
4. Local telephone numbers for emergency services including ambulance, fire, and police.
5. A method to notify building occupants in the event of a fire or other emergency requiring building evacuation.

B. The Contractor shall be responsible for training all workers in these procedures.

1.17 INDEPENDENT AIR SAMPLING AND ASBESTOS ABATEMENT MONITORING

A. This Subsection describes independent air sampling work being performed on behalf of, and paid for by, the Owner. This Subsection describes air monitoring conducted by the Consultant to verify that the building, beyond the work area, and the outside environment remains uncontaminated. Personal air monitoring required by OSHA is work to be performed by the Contractor and is within the Contract Sum. A negative exposure assessment will not be reviewed and/or approved by the Consultant; it shall be the Contractor's responsibility to determine its validity.

B. The purpose of the Consultant's air monitoring is to verify proper engineering controls in the work area including, but not limited to:

1. Building contamination outside the work area by airborne fibers.
2. Filtration failure or differential pressure system rupture.
3. Air contamination outside the building envelope by airborne fibers.

C. If any of the above occurs, the Contractor shall immediately cease asbestos abatement activities until the fault is made correct. Do not recommence work until authorized by the Consultant.

D. The Consultant may monitor total airborne fiber concentrations outside the work area. The purpose of this air monitoring will be to detect total airborne fiber concentrations outside the NPE, which may challenge the effectiveness of the work area isolation procedures to protect the ambient areas inside and at the exterior of the Site.

E. To determine if the elevated total airborne fiber concentrations encountered during abatement operations have been reduced to an acceptable level, the Consultant will sample and analyze ambient air in accordance with final clearance air sampling requirements.

F. The Consultant may perform on-site monitoring throughout the project, as follows:

1. All work procedures may be monitored by the Consultant to assure that areas outside the designated work areas will not be contaminated.
2. Prior to work on any given day, the Contractor's designated "competent person" shall discuss the day's work schedule with the Consultant to evaluate job tasks with respect to safety procedures and requirements specified to prevent contamination of the Site or the employees. This includes a visual inspection of the work area and the decon.

1.18 CONTRACTOR'S AIR SAMPLING RESPONSIBILITY

- A. The Contractor shall independently retain an air-sampling professional or the RIDOH-licensed Asbestos Abatement Supervisor shall monitor total airborne fiber concentrations in the worker breathing zones to establish conditions and work procedures for maintaining compliance with OSHA Title 29 CFR, Parts 1910.1001 and 1926.1101.
- B. The Contractor's air sampling professional shall document all air sampling results and provide a report to the Consultant within 48 hours after sample collection.
- C. All air sampling shall be conducted in accordance with methods described in OSHA Title 29 CFR, Parts 1910.1001 and 1926.1101.

1.19 PROPER WORKER PROTECTION

- A. This Subsection describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.
- B. All workers are to be accredited as Abatement Workers as required by the EPA AHERA Title 40 CFR, Parts 763 Appendix C to Subpart E, February 3, 1994.
- C. The Contractor is required to be licensed and accredited as required by RIDOH.
- D. In accordance with OSHA Title 29 CFR, Part 1926, all workers shall receive a training course covering the dangers inherent in handling asbestos, the dangers of breathing asbestos dust, proper work procedures, and proper worker protective measures. This course must include, but is not limited to the following:
 - 1. Methods of recognizing asbestos.
 - 2. Health effects associated with asbestos.
 - 3. Relationship between smoking and asbestos in producing lung cancer.
 - 4. Nature of operations that could result in exposure to asbestos.
 - 5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - a. Engineering controls.
 - b. Work Practices.
 - c. Respirators.
 - d. Housekeeping procedures.
 - e. Hygiene facilities.
 - f. Protective clothing.
 - g. Decontamination procedures.
 - h. Emergency procedures.
 - i. Waste disposal procedures.
 - 6. Purpose, proper use, fitting, instructions, and limitations of respirators as required by OSHA Title 29 CFR, Part 1910.134.

7. Appropriate work practices for the work.
 8. Requirements of medical surveillance program.
 9. Review of OSHA Title 29 CFR, Part 1926.
 10. Pressure Differential Systems.
 11. Work practices including hands on or on job training.
 12. Personal Decontamination procedures.
 13. Air monitoring, personal and area.
- E. The Contractor shall provide medical examinations for all workers who may encounter a total airborne fiber concentration of 0.1 fibers/cc or greater for an 8-hour TWA. In the absence of specific airborne fiber data, provide medical examinations for all workers who will enter the work area for any reason. Examination shall, at a minimum, meet OSHA requirements as set forth in Title 29 CFR, Part 1926. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.
- F. The Contractor shall maintain control of and be responsible for access to all work areas to ensure the following requirements:
1. Non-essential personnel are prohibited from entering the work area.
 2. All authorized personnel entering the work area shall read the "Worker Protection Procedures" that are posted at the entry points to the enclosure system, and shall be equipped with properly fitted respirators and protective clothing.
 3. All personnel who are exiting from the decon shall be properly decontaminated.
 4. Asbestos waste that is removed from the work area must be properly bagged and labeled in accordance with these Specifications. Asbestos waste removed from a NPE must be immediately transported off-site or immediately placed in locked, posted temporary storage on-site, and removed within 24 hours of the project conclusion.
 5. Any materials, equipment, or supplies that are removed from the decon shall be thoroughly cleaned and decontaminated by wet-cleaning methods and/or HEPA vacuuming of all surfaces.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the brand name, manufacturer name, and product technical description.
- B. The Contractor shall have a sufficient inventory of, or dated purchase orders for, materials necessary for the work (e.g., protective clothing, respirators, respirator filter cartridges, polyethylene (poly) sheeting of proper size and thickness, tape, spray adhesive, air filters, etc.).
- C. Damaged or deteriorating materials are not permitted for use and shall be removed from the premises. Material that becomes contaminated with asbestos shall be decontaminated or disposed as ACM.

- D. Poly sheeting (packaged in a roll to minimize the frequency of joints) shall be delivered to the Site with factory label indicating four (4) or six (6)-mil thickness.
- E. Poly disposable bags shall be 6-mil with OSHA-required pre-printed labels (OSHA Title 29 CFR, Part 1926.1101(k)(8)(iii)).
- F. Tape or adhesive spray shall be capable of sealing joints in adjacent poly sheeting and attaching poly sheeting to finished or unfinished surfaces of dissimilar materials. Tape and adhesive spray shall also be capable of adhering under both dry and wet conditions (including use of amended water).
- G. Surfactant (wetting agent) shall consist of fifty percent (50%) polyoxyethylene ether and 50% polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of 1 ounce surfactant to 5 gallons of water, or as directed by manufacturer.
- H. Removal encapsulant shall be non-flammable, factory-prepared penetrating chemical encapsulant deemed acceptable by the Consultant. Usage shall be in accordance with manufacturer's printed technical data.
- I. The Contractor shall have spray equipment capable of mixing wetting agent with water. Spray equipment shall also be capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas within the work area.
- J. Impermeable containers shall be used to receive and retain any ACM or ACWM until disposal at an acceptable disposal site. The containers shall be labeled in accordance with OSHA Title 29 CFR, Part 1926.1101(k)(8)(iii) [June 1, 2015 requirements]. Containers must be airtight and watertight.
- K. Labels and signs, as required by OSHA Title 29 CFR, Part 1926.1101, will be used.
- L. Encapsulant shall be bridging or penetrating type which has been deemed acceptable by the Consultant. Usage shall be in accordance with manufacturer's printed technical data.
- M. HEPA-filtered work area ventilation systems shall be utilized during the installation of enclosures and supports where ACM may be disturbed.

2.2 TOOLS AND EQUIPMENT

- A. The Contractor shall provide all clean tools and equipment necessary for asbestos removal, encapsulation, and enclosure.
- B. The Contractor's air monitoring professional or Abatement Supervisor shall have air-monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements. The equipment shall function properly and air samples shall be calibrated with a recently calibrated (within 6 calendar months) rotameter.

- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the Work, including protective clothing, respirators, respirator filter cartridges, poly sheeting of proper size and thickness, tape, spray adhesive, and air filters.
- D. The Contractor shall provide (as needed) temporary electrical power panels, electrical power cables, and/or electrical power sources (e.g., generators, etc.). Any electrical-connection work affecting the building electrical power system shall be performed by a State of Rhode Island-licensed electrician, permitted as required.
- E. The Contractor shall be responsible for coordinating electrical and water services and shall pay for these services for the duration of the project (if applicable).
- F. The Contractor shall assist the Consultant by providing necessary tools and equipment (e.g., coveralls, ladders, extension cords, lighting, etc.) for the Consultant to perform project monitoring activities (i.e., final visual inspection(s), in-progress and final clearance air sampling, etc.). The Consultant reserves the right to reject such items that are deemed unsafe and/or do not function properly and may request items be replaced with adequate replacements. The work areas must be safe to enter/occupy by the Consultant at all times.
- G. The Contractor shall have available shower stalls and plumbing, including sufficient hose length and drain system, or an acceptable alternate.
- H. The HEPA-filtered work area ventilation systems shall contain HEPA filter(s) and be capable of sustaining sufficient air exhaust to create a negative air pressure of -0.02 inches of water column within NPEs with respect to the outside area. Digital monometers shall be supplied for Class 1 work. Equipment shall be checked for proper operation by smoke tubes or differential pressure gauge before the start of each shift and at least twice during the shift. Adequate exhaust air shall be provided for a minimum of 4 air changes per hour within the NPE. No air movement system or air-filtering equipment shall discharge unfiltered air outside the work area.
- I. The Contractor will have reserve units so that system will operate continuously.
- J. HEPA-Vacuum Equipment, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining at least 99.97% of all mono-dispersed particles of 0.3 micrometers in diameter or larger.

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION MEETING

- A. At least one week prior to the start of work, a Pre-Construction meeting will be scheduled and must be attended by the Contractor and any subcontractors. The assigned Contractor Site Supervisor must also attend this meeting.
- B. The Contractor shall present a detailed project schedule and project submittals at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented schedule will

be discussed, and the Owner, Architect, and the Consultant will inform the Contractor of any scheduling adjustments for this project.

- C. Following the Pre-Construction meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting.

3.2 WORK AREA PREPARATION – NEGATIVE PRESSURE ENCLOSURE (NPE)

- A. Where necessary, deactivate electrical power, including receptacles and light fixtures. Under no circumstances during the decontamination procedures will lighting fixtures be permitted to be operating when amended water spray may contact the fixture. Provide GFCI devices, temporary power, and temporary lighting installed in compliance with the applicable electrical codes. All installations are to be made by a State of Rhode Island-licensed electrician, permitted as required, and located outside the work areas.
- B. Temporary power shall be continuous power. **Portable generators must be active at all times during asbestos abatement within negative pressure enclosures unless RIDOH approval is sought to turn off the generator during off shifts.**
- C. Deactivate and/or isolate heating, ventilating, and air conditioning (HVAC) systems or zones to prevent contamination and fiber dispersal to other areas of the building or structure. During the work, vents within the work area shall be covered with two (2) layers of 6-mil poly sheeting completely sealed with duct tape. If deactivation is not possible, isolation shall include a hard barrier, such as plywood or rigid-foam insulation board, securely affixed to active duct openings prior to covering with 2 layers of 6-mil poly sheeting completely sealed with duct tape.
- D. The Contractor shall be responsible for removing furniture, equipment, and any other materials to be salvaged from the work areas. The Contractor shall be responsible for removing all solid waste within the work areas. The Contractor shall pre-clean moveable objects within the proposed work areas using HEPA-vacuum equipment and/or wet-cleaning methods as appropriate and remove such objects from work areas.
- E. Completely seal all openings including, but not limited to: windows, corridors, doorways, skylights, ducts, grills, diffusers, and any other penetration of the work areas, with 6-mil poly sheeting sealed with duct tape. This includes doorways and corridors that will not be used for passage during work.
- F. Pre-clean fixed objects within the work areas, using HEPA-vacuum equipment and/or wet-cleaning methods as appropriate, and enclose with 6-mil poly sheeting completely sealed with duct tape.
- G. Clean the proposed work areas using HEPA-vacuum equipment or wet-cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

- H. After cleaning, where wall materials are not being abated, cover fixed walls with 2 layers of 4-mil poly sheeting. Where fixed walls do not form a barrier, 2 layers of 6-mil poly sheeting shall be applied to a rigid framework of wood, metal, or polyvinyl chloride (PVC). Where flooring materials are not being abated, cover the floor with 2 layers of 6-mil poly sheeting. All overlaps shall be completely sealed with tape and spray adhesive.
- I. Large openings such as elevator doors and passageways shall be first sealed with solid construction materials, such as plywood over studding, which shall constitute the outermost boundary of the asbestos work area. All cracks, seams, and openings in such solid construction materials shall be caulked or otherwise sealed, so as to prevent the movement of asbestos fibers out of the work area.
- J. Maintain emergency and fire exits from the work areas or establish alternate exits satisfactory to fire officials.
- K. Clean and remove ceiling-mounted objects, such as lights and other items not sealed-off, which interfere with asbestos abatement. Use hand-held, amended water sprayers or HEPA-vacuum equipment during fixture removal to reduce settled fiber dispersal.
- L. Create pressure differential between work areas and adjacent unregulated areas by the use of acceptable HEPA-filtered work area ventilation systems sufficient to provide 4 air changes per hour, and create a negative air pressure of -0.02 inches of water column within the NPE with respect to the adjacent area as measured on a manometer.
- M. If a Consultant is retained for pre-abatement services, the Contractor and the Consultant shall visually inspect barrier several times daily to assure an effective seal and the Contractor shall repair defects immediately.

3.3 WORK AREA PREPARATION – EXTERIOR WINDOW SYSTEM ABATEMENT

- A. This Subsection only applies to exterior window caulking/glazing compounds pursuant to the RIDOH Asbestos Abatement Plan.
- B. Work is to be conducted from the building exterior. Completely seal all openings including, but not limited to, windows, doors, ventilation openings, drains, grilles, diffuser grates, and any other penetration into the work areas with 2 layers of 6-mil poly sheeting completely sealed with tape and spray adhesive.
- C. Window openings shall be isolated from the building interior on the interior side using 2 layers of 6-mil poly sheeting sealed with tape and spray adhesive.
- D. Provide 2 layers of 6-mil poly sheeting on exterior ground surface extending to a minimum of ten (10) feet from the building perimeter where ACM are to be removed. Poly sheeting shall be attached to the building foundation with tape and spray adhesive.

- E. Movable lifts or staging platforms to be used during abatement shall be protected with 2 layers of 6-mil poly sheeting.
- F. Pre-clean fixed objects within the work areas using HEPA-vacuum equipment and wet-cleaning methods, as appropriate, and enclose with 6-mil poly sheeting sealed with tape.
- G. Clean the proposed work areas using HEPA-vacuum equipment and wet-cleaning methods, as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
- H. Post asbestos warning signs, in accordance with OSHA Title 29 CFR, Part 1926.1101, at all approaches to the work area. Signs shall be conspicuously posted to permit a person to read them and take precautionary measures to avoid exposure to asbestos.
- I. Maintain emergency and fire exits from the work area or establish alternative exits satisfactory to fire officials.

3.4 WORK AREA PREPARATION – ASPHALTIC ROOFING MATERIALS ABATEMENT

- A. This Subsection only applies to asphaltic roofing materials pursuant to RIDOH Regulation 216-RICR-50-15-1-1.14.8. All other ACM abatement work area preparations must follow Subsection 3.2, unless otherwise specified in the RIDOH Asbestos Abatement Plan.
- B. All surfaces shall be wet cleaned of dust or debris. All movable objects shall be removed from the roof area. All opening or penetrations on the roof area and at least one level below the roof area shall be sealed, including windows, doorways, drains, ducts, grills, grates, diffusers, and skylights.
- C. Floor/ground sheeting shall consist of at least two (2) layers of 6-mil polyethylene sheeting. Sheeting shall extend at least ten (1) feet away from the perimeter of the work area. When the edge of the roof is less than ten (10) feet from the perimeter of the work area, sheeting shall be applied such that the outer edge of the sheeting is at least ten (10) feet from the perimeter of the work area.
- D. All HVAC intake or exhaust vents on the roof area and at least one level below the roof area shall be shut down and locked out. All intake and exhaust openings, as well as any seams in the system components shall be sealed with 6-mil polyethylene sheeting and/or tape.
- E. A minimum of a two-chambered worker decontamination enclosure system shall be provided on site.

3.5 DECONTAMINATION ENCLOSURE SYSTEM (DECON)

- A. The Contractor shall establish, contiguous to the work area, a three-chamber decon consisting of equipment room, shower room, and clean room, in series. The only access between contaminated and uncontaminated areas shall be through this decon. If it is not feasible to erect a contiguous decon, the Contractor shall establish a remote decon in as close proximity to the work area as is feasible. For abatement not requiring a NPE, the Contractor shall establish a remote decon at the perimeter of the regulated work area.
- B. Access between rooms in the decon shall be through double-flap, curtained openings. The clean room, shower room, and equipment room within the decon, shall be completely sealed ensuring that the sole source of airflow through this area originates from uncontaminated areas outside the work area.
- C. If feasible, the Contractor shall establish, contiguous with the work area, an equipment decon consisting of 2 totally-enclosed chambers divided by a double-flapped, curtained opening. No personnel are permitted to enter or exit through this unit.
- D. Occupied areas and/or building space not within the work areas shall be separated from asbestos abatement work areas by means of airtight barriers.
- E. Construct the decon with wood or metal framing, cover both sides with 2 layers of 6-mil poly sheeting, completely sealed with spray adhesive, and taped at the joints.

3.6 ASBESTOS REMOVAL PROCEDURE – GENERAL

- A. Prior to the removal of ACM, the Contractor shall ensure that work area preparations have been conducted in accordance with applicable Subsections of this Section.
- B. The Contractor shall have a designated “Competent Person” on the Site at all times to ensure establishment of a proper NPE and proper work practices throughout project.
- C. If a Consultant is retained for pre-abatement services, abatement work shall not commence until authorized by the Consultant.
- D. The Contractor shall properly coordinate abatement work with other trades, new construction, and Site use. The Contractor shall be responsible for addressing any concerns to the Owner and/or Consultant.
- E. With a fine mist, spray ACM with amended water using airless spray equipment or apply an approved removal wetting agent to reduce the release of fibers during removal operation.
- F. Remove wet ACM in manageable section to keep fiber concentrations to a minimum. Material drop shall not exceed 8 feet. For heights up to 15 feet, provide inclined chutes or scaffolding to intercept drop.

- G. Remove ACM by standard methods, as appropriate. Fill disposal containers as removal proceeds; seal filled containers and clean containers before removal to equipment decon. Wet clean each container thoroughly, double bag, and apply caution labels, if required.
- H. After completion of stripping work, all surfaces from which ACM have been removed shall be wet brushed, using a nylon brush, wet-wiped, and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are prohibited). During this work, the surfaces being cleaned shall be kept wet.
- I. Remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris. During cleanup, utilize brooms, non-metal dustpans, and rubber squeegees to minimize damage to floor covering. Non-porous materials (i.e., metal) to be removed from the work area during abatement activities for recycling/disposal as solid waste shall be cleaned and visually inspected by an Asbestos Project Monitor prior to removal from work areas.
- J. Sealed disposal containers, and all equipment used in the work area, shall be included in the cleanup and shall be removed from work areas via the equipment decon at an appropriate time in the cleaning sequence. All asbestos waste in 6-mil poly disposal bags shall be double-bagged in the equipment decon before removal from the Site.
- K. At any time during asbestos removal, should the Consultant suspect contamination of areas outside the work area(s), they shall cause all abatement work to stop until the Contractor takes the necessary steps to decontaminate these areas and eliminate the causes of such contamination. Unprotected individuals shall be prohibited from entering suspected contaminated areas until air sampling and visual inspections verify decontamination.
- L. After completion of the initial final cleaning procedure, including removal of the inner layers of poly sheeting but prior to encapsulation, a pre-sealant inspection shall be conducted by the Consultant. The pre-sealant inspection shall verify that ACM and residual dust has been removed from the work area.

3.7 ASBESTOS REMOVAL PROCEDURES – FLOORING

- A. The Contractor shall remove binding strips, wall bases, or other restrictive molding or finishes from doorways, walls, etc., and clean and dispose of them as non-ACWM. Dispose of any materials that have visible flooring mastic or pieces attached to them as ACWM.
- B. The Contractor shall wet the floor with amended water or detergent solution so that the entire surface is wet. Do not allow puddling or run-off into other areas. If a detergent is used, use it in strict accordance with manufacturer's instructions. Allow time for humidity and water or removal encapsulant to loosen tiles prior to removal.

- C. Remove flooring using a manual or powered spade or stripping machine. Continuously mist floor in areas where active abatement is proceeding with amended water, removal encapsulant, or detergent solution. Wet any debris generated as necessary to keep continuously wet. Keep floor continuously wet where flooring materials have been removed and until completion of heavy mastic residue removal.
- D. Remove flooring, place in boxes or wrap in felt, and place in labeled poly disposal bags. At the Contractor's option, tiles may be placed directly into durable, leak-tight containers.
- A. After completion of resilient flooring removal, the Contractor shall perform removal of asbestos-containing mastics (if required).

3.8 ASBESTOS REMOVAL PROCEDURES – EXTERIOR WINDOW SYSTEMS

- A. Work shall be conducted from the building exterior in accordance with the approved RIDOH Asbestos Abatement Plan.
- B. Spray ACM with amended water using airless spray equipment or apply an approved wetting agent to reduce fiber release during removal operations.
- C. Window systems/sashes with asbestos-containing glazing compound shall be removed whole-component and wrapped in 2 layers of 6-mil poly sheeting for disposal as ACM.
- D. Asbestos-containing exterior caulking shall be wet-misted and removed from window frames. Asbestos caulking shall be placed in double 6-mil poly disposal bags.
- E. Asbestos-containing caulking shall be removed from rough openings including masonry, lintels, and sills by wet-misting. Caulking may be covered with non-asbestos silicone-type caulking that must be removed to completely access and abate asbestos-containing caulking from window and door systems. All debris shall be placed in double 6-mil poly disposal bags for disposal as ACWM.
- F. Upon removal, caulking, glazing compound, and/or window system frames to be disposed shall be wrapped in 2 layers of 6-mil poly sheeting or placed in double 6-mil poly disposal bags and properly labeled for disposal as ACM.
- G. Surrounding surfaces, such as exterior brick/block, remaining window surfaces, etc. shall be thoroughly cleaned with HEPA-vacuum equipment and wet-wiped to remove all visible dust and debris.
- H. Once the Consultant completes their final visual inspection, the Contractor shall remove protective the poly sheeting by rolling in all 4 corners towards the center.
- I. Check all ground surfaces in work areas after removal is complete and the protective ground poly drop cloths have been removed. Remove and dispose any suspect ACM observed on the ground.

3.9 ASBESTOS REMOVAL PROCEDURES – INTERIOR CAULKING AND GLAZING COMPOUNDS

- A. Removal shall occur within an NPE.
- B. Spray ACM with amended water using airless spray equipment or apply an approved wetting agent to reduce the release of fibers during removal operations.
- C. Window systems with asbestos-containing glazing compound shall be removed and wrapped for disposal as ACM.
- D. Asbestos-containing caulking/glazing compound shall be wet-misted and removed from substrates. Asbestos caulking/glazing compound shall be placed in double 6-mil poly disposal bags.
- E. Caulking/glazing compound may be covered with non-asbestos, silicone-type caulking that first must be removed to completely access and abate asbestos-containing caulking from substrates. Caulking in contact with asbestos-containing caulking shall be placed in double 6-mil poly disposal bags for disposal as ACM.
- F. Upon removal, caulking and/or substrates to be disposed of shall be wrapped in 2 layers of 6-mil poly sheeting or placed in double 6-mil poly disposal bags and properly labeled for disposal as ACM.

3.10 ASBESTOS REMOVAL PROCEDURES – EXTERIOR ASPHALT ROOFING MATERIALS

- A. Work shall be conducted pursuant to 216-RICR-50-15-1-1.14.8.
- B. Category I Non-friable ACM shall be removed in small sections and containerized when wet. At no time shall material be allowed to accumulate or become dry.
- C. Category I Non-Friable ACM shall not be dropped or thrown to the ground level. For roofs at heights greater than fifty (50) feet above the ground, a dust-tight, enclosed chute shall be constructed to transport removed Category I Non-Friable ACM to containers on the ground. Alternatively, Category I Non-Friable ACM may be dropped to a raised scaffold or containerized at elevated levels for disposal.
- D. All Category I Non-Friable ACM shall be adequately wetted before being placed into containers for disposal.
- E. A coating of encapsulating agent shall be applied to any porous surfaces that have been stripped of Category I Non-Friable ACM to securely seal any residual fibers that may be present. The encapsulating agent should be chosen to be compatible with subsequent coverings.
- F. Clean-up procedures using HEPA vacuuming and wet cleaning techniques shall be performed following abatement.

3.11 ASBESTOS REMOVAL PROCEDURES – BELOW-GRADE ASBESTOS-CEMENT PIPE

- A. Asbestos-cement pipe shall be handled in a manner that will minimize the risk of making it friable ACM or releasing asbestos dust into the environment.
- B. At the start of work involving asbestos-cement pipe, owners/operators shall ensure that:
 - 1. The asbestos-cement pipe shall be exposed with minimal disturbance.
 - 2. Mechanical excavation shall not be used within six inches of the asbestos-cement pipe.
 - 3. The soil within six inches of the asbestos-cement pipe shall be uncovered by hand or with a shovel.
 - 4. Once the pipe has been exposed, an assessment shall be made before proceeding to
- C. Prior to removal, the Contractor shall determine whether the asbestos-cement pipe is damaged, cracked or broken.
- D. If the asbestos-cement pipe is intact and not deteriorated:
 - 1. Place 6-mil polyethylene sheeting under the asbestos cement pipe to prevent soil contamination.
 - 2. Adequately wet the asbestos-cement pipe with amended water using surfactant or liquid soap before and during removal to avoid creating airborne dust.
 - 3. Separate the asbestos cement pipe at the nearest coupling (bell or compression fitting).
 - 4. Slide the asbestos-cement pipe apart at the joints (no saw cutting) or use other methods that do not cause the asbestos-cement pipe to break, become friable ACM or otherwise create the potential to release asbestos fibers.
 - 5. Containerizing the wet asbestos-cement pipe and other debris from the abatement may be done in the trench or adjacent to the trench.
 - 6. If the trench is filled with water, the placement of polyethylene sheeting is not required.
- E. If the asbestos-cement pipe is deteriorated or is not intact, or when the use of mechanical breakage with saws, snap or blade cutting, and/or tapping is necessary:
 - 1. Place 6-mil polyethylene sheeting under the asbestos-cement pipe to prevent soil contamination.
 - 2. Adequately wet asbestos-cement pipe with amended water where cutting or breaking will occur.
 - 3. Saw cutting of asbestos-cement pipe shall only be conducted with a HEPA-shrouded vacuum attachment or wet cutting equipment, unless it is conducted within a small enclosure that isolates the area in which the saw cutting is being conducted to prevent the release of asbestos fibers to ambient air.
 - 4. Wrap wet asbestos cement pipe in two layers of 6 mil polyethylene sheeting, seal with duct tape and label (This may be done either in the trench or adjacent to the trench).
 - 5. For activities that disturb friable ACM, no visible emissions shall be discharged to the outside air during the collection, processing, packaging or transporting of any ACM.

3.12 CONSULTANT'S AIR SAMPLING RESPONSIBILITIES

- A. A request to waive the final clearance air sample requirements will be incorporated in the Asbestos Abatement Plan for approval. Instead, the Contractor's Personal air samples will be used to document airborne fiber concentrations.
- B. As required, the Consultant's Asbestos Project Monitor will conduct air sampling following the final cleanup phase of the project, once the "no visible, suspect dust or debris" criterion, as established by the Consultant's Asbestos Project Monitor, has been met and the work area has been encapsulated by the Contractor. Final clearance air samples shall be collected in accordance with the RIDOH re-occupancy clearance standard and the RIDOH Asbestos Abatement Plan.
 - 1. As required, the Consultant's Asbestos Project Monitor will collect final re-occupancy clearance air samples inside the work area at the completion of abatement work. These final clearance air samples shall be analyzed in accordance with requirements of EPA Title 40 CFR, Part 763, Subpart E and RIDOH Regulation 216-RICR-50-15-1.1.14.2.P.
 - 2. Final clearance air sample collection and analysis will include at least 1 sample for each 500 linear/1,000 square feet of asbestos or portion thereof, or 1 sample per room, whichever is greater. A minimum of 2 samples per clearance will be collected and analyzed. Sample collection and analysis shall be in accordance with NIOSH 7400 Method and include utilizing aggressive air-sampling techniques to obtain a minimum air volume of 1,200 liters.
 - 3. The Owner shall be responsible for payment for the initial final clearance air sampling performance, only. If the first set of samples fails to satisfy the re-occupancy criteria, the Contractor shall be responsible for payment of all costs associated with the additional final clearance air sampling and analysis.
 - 4. The Contractor shall properly schedule abatement work and other site activities at appropriate times and locations to prevent cross-contamination and/or dust in areas where the Consultant's Asbestos Project Monitor will conduct air sampling.

3.13 CONSULTANT'S INSPECTION RESPONSIBILITIES

- A. The Consultant's Asbestos Project Monitor may conduct inspections throughout the progress of the abatement project. Inspections will be conducted to document the abatement work progress, as well as the Contractor's procedures and practices.
- B. The Consultant's Asbestos Project Monitor may perform the following inspections during abatement activities:
 - 1. Pre-Commencement Inspection: If required or retained for this service, pre-commencement inspections shall be performed at the time requested by the Contractor. The Consultant shall be informed 24 hours prior to the time the inspection is needed. If deficiencies are noted during the pre-commencement inspection, the Contractor shall perform the necessary adjustments to obtain compliance.

2. Work Area Inspections: If required or retained for this service, work area inspections shall be conducted on a daily basis, at the discretion of the Consultant. During the work inspections, the Consultant's Asbestos Project Monitor shall observe the Contractor's removal procedures, verify barrier integrity, monitor HEPA-filtered work area ventilation systems, assess project progress, and, if deficiencies are noted, inform the Contractor of specific remedial activities.
- C. The Consultant's Asbestos Project Monitor shall perform the following inspections during the abatement activities:
1. Final Visual Inspection: When abatement is complete, the Consultant's Asbestos Project Monitor will conduct a final visual inspection inside each regulated work area. The Consultant shall be informed 24 hours prior to the time that the inspection is needed. Following the removal of the inner layer of poly sheeting, but prior to final clearance air sampling, the Consultant's Asbestos Project Monitor will conduct a final visual inspection inside the work area. If residual dust or debris is identified during the final inspection, the Contractor shall re-clean to meet the "no visible, suspect dust or debris" standard.

3.14 ASBESTOS DISPOSAL

- A. ACM disposal (including supplies, rags, disposable clothing, respirator filter cartridges, etc.) shall be completed in accordance with RIDOH and EPA regulations. Waste receptacles (bags, drums, etc.) shall be labeled in accordance with the most current OSHA regulations (Title 29 CFR, Parts 1910.1001 and 1926.1101) and contain the following:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST

- B. Disposal site approvals shall be obtained and accepted prior to the start of asbestos removal activities.
- C. A copy of the signed disposal authorization shall be provided to the Owner, Architect, Consultant, and any required federal, state, or local agencies.
- D. Copies of all Waste Shipment Records (WSR) shall be provided to the Owner no later than 35 calendar days from when the waste was removed from the Site for inclusion in the project file. The Contractor shall document the specific amount of waste on each WSR, portion/location of the Site building it was generated from, and the type of waste. Upon receipt of the ACM waste, the landfill operator shall sign the WSR so the quantity of asbestos debris leaving the Site and

arriving at the landfill is documented for the Owner. The Owner shall submit copies of all WSR to RIDOH within 5 days of receipt.

- E. All wash water and shower water shall be collected and filtered through a five-micron filter before discharge to a sanitary sewer with prior appropriate permitting or publicly-owned treatment works (POTW) approval. Alternately, wash and shower water can be used to moisten ACM.
- F. All ACM shall be transported in covered sealed vans, boxes, or dumpsters which are physically isolated from the driver by an airtight barrier. All vehicles must be properly-licensed to meet State of Rhode Island and United State Department of Transportation (DOT) requirements.
- G. Any vehicles used to store or transport ACM will either be removed from the Site at night, or securely locked and posted to prevent disturbance.
- H. Any incident and/or accident that may result in spilling or exposure of ACM outside the containment, on and off the property, and all related issues shall be the sole responsibility of the Contractor.

END OF SECTION

SECTION 02 83 10

LEAD-BASED PAINT AWARENESS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.
- B. Limited Hazardous Building Materials Inspection Report prepared by Fuss & O'Neill, Inc. (March 2024).

1.02 SUMMARY OF WORK

- A. Work of this section includes requirements for worker protection and waste disposal related to work impacting lead-based paint (LBP)-coated building components and surfaces (the "Work") during the demolition of the Urban League of Rhode Island building located at 264 Prairie Avenue in Providence, Rhode Island (the "Site").
- B. Detectable levels of lead ($> 0.1 \text{ mg/cm}^2$, but less than $[\leq] 1.0 \text{ mg/cm}^2$) were identified on screened coated and painted surfaces. The procedures referenced herein shall be utilized during demolition, specified elsewhere, that may impact coated building components.
- C. Work impacting LBP-coated components may result in dust and debris exposing workers to levels of lead above the Occupational Safety and Health Administration's (OSHA) Action Level. Worker protection, training, and engineering controls referenced herein shall be strictly followed, until completion of exposure assessment with results indicating exposures below the "Action Level". This Section does not involve lead abatement, but identified worker protection requirements for trades involved in the demolition and disposal procedures if LBP is involved in the demolition waste stream.
- D. Construction activities disturbing surfaces coated with LBP that are likely to be employed, such as demolition, sanding, grinding, welding, cutting, and burning, have been known to expose workers to levels of lead in excess of the OSHA Permissible Exposure Limit (PEL). All work specified in the Contract Documents shall also be in conformance with this Section.

1.03 DEFINITIONS

- A. The following definitions relative to this Section (02 83 10 – Lead-Based Paint Awareness) shall apply:

1. Action Level (AL): The allowable employee exposure, without regard to use of respiratory protection, to an airborne concentration of lead over an eight (8)-hour time-weighted average (TWA) as defined by OSHA. The current action level is thirty micrograms per cubic meter ($30 \mu\text{g}/\text{m}^3$) of air.
2. Architect: A person or firm professionally engaged in the design of buildings and who advises in their construction.
3. Area Monitoring: The sampling of lead concentrations, which is representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.
4. Biological Monitoring: The analysis of a person's blood and/or urine, to determine the level of lead concentration in the body.
5. CDC: The Center for Disease Control.
6. Change Room: An area provided with separate facilities for clean protective work clothing and equipment and for street clothes, which prevents cross-contamination.
7. Competent Person: A person employed by the Contractor who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions, and who has authorization to take prompt corrective measures to eliminate them as defined by OSHA.
8. Consultant:
9. EPA: The United States Environmental Protection Agency.
10. Exposure Assessment: An assessment conducted by an employer to determine if any employee may be exposed to lead at or above the AL.
11. High-Efficiency Particulate Air (HEPA): A type of filtering system capable of filtering out particles of 0.3 microns diameter from a body of air at 99.97% efficiency or greater.
12. HUD: The United States Housing and Urban Development.
13. Lead: Refers to metallic lead, inorganic lead compounds, and organic lead soaps. Excluded from this definition are other organic lead compounds.
14. Lead Work Area: An area enclosed in a manner to prevent the spread of lead dust, paint chips, or debris resulting from LBP disturbance.
15. Lead-Based Paint: Refers to paints, glazes, and other surface coverings containing a toxic level of lead.
16. MSHA: The Mine Safety and Health Administration.
17. NARI: The National Association of the Remodeling Industry.
18. NIOSH: The National Institute of Occupational Safety and Health.
19. OSHA: The Occupational Safety and Health Administration.
20. Owner: Providence Redevelopment Agency
21. Permissible Exposure Limit (PEL): The maximum allowable limit of exposure to an airborne concentration over an 8-hour TWA, as defined by OSHA. The current PEL for lead is fifty ($50 \mu\text{g}/\text{m}^3$) of air. Extended workdays lower the PEL by the formula: PEL equals 400 divided by the number of hours of work.

22. Personal Monitoring: Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour TWA concentration in accordance with OSHA Title 29 CFR, Parts 1910.1025 and 1926.62. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a sphere with a radius of eighteen (18) inches and centered at the nose or mouth of an employee.
23. Resource Conservation and Recovery Act (RCRA): RCRA establishes regulatory levels of hazardous chemicals. There are 8 heavy metals of concern for disposal: arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver. Six (6) of the metals are typically in paints, excluding selenium and silver.
24. SDS: Safety Data Sheets.
25. Site: The Urban League of Rhode Island building located at 246 Prairie Avenue in Providence, Rhode Island.
26. Toxic Level of Lead: A level of lead, when present in dried paint or plaster, contains more than 0.50% lead by dry weight as measured by atomic absorption spectrophotometry (AAS) or 1.0 milligram per square centimeter (mg/cm²) as measured by on-site testing utilizing an x-ray fluorescence analyzer.
27. Toxicity Characteristic Leaching Procedure (TCLP): The EPA required sample preparation and analysis method for determining the hazard characteristics of a waste material. Waste must be disposed of as Hazardous Waste if a TCLP analytical result indicates leaching greater than or equal to five milligrams per liter (≥ 5.0 mg/L).
28. TWA: Time-Weighted Average.

1.04 REGULATIONS AND STANDARDS

- A. All applicable regulations, standards, and ordinances of federal, state, and local agencies are applicable and made a part of this Section. This includes, but is not limited to, the following:
 1. American National Standards Institute (ANSI)
 - a. ANSI 288.2 - 1980 Respiratory Protection
 2. Code of Federal Regulation (CFR)
 - a. Title 29 CFR, Part 1910.134 - Respiratory Protection
 - b. Title 29 CFR, Part 1910.1025 - Lead
 - c. Title 29 CFR, Part 1910.1200 - Hazard Communication
 - d. Title 29 CFR, Part 1926.55 - Gases, Vapors, Fumes, Dusts, and Mists
 - e. Title 29 CFR, Part 1926.57 - Ventilation
 - f. Title 29 CFR, Part 1926.59 - Hazard Communication in Construction
 - g. Title 29 CFR, Part 1926.62 - Lead in Construction Interim Final Rule
 - h. Title 40 CFR, Parts 124 and 270 - Hazardous Waste Permits
 - i. Title 40 CFR, Part 172 - Hazardous Materials Tables and Communication Regulations
 - j. Title 40 CFR, Part 178 - Shipping Container Specifications
 - k. Title 40 CFR, Part 260 - Hazardous Waste Management Systems: General
 - l. Title 40 CFR, Part 261 - Identification and Listing of Hazardous Waste

- m. Title 40 CFR, Part 262 - Generators of Hazardous Waste
- n. Title 40 CFR, Part 263 - Transporters of Hazardous Waste
- o. Title 40 CFR, Part 264 - Owner and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- p. Title 40 CFR, Part 265 - Interim Statutes for Owner and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- q. Title 40 CFR, Part 268 - Lead Disposal Restrictions
- r. Title 49 CFR, Parts 170 - 180 Hazardous Wastes

3. Underwriters Laboratories, Inc. (UL)

- a. UL586 – 1990 High Efficiency Particulate Air Filter Units

1.05 QUALITY ASSURANCE

A. Hazard Communication Program

- 1. The Contractor shall establish and implement a Hazard Communication Program as required by OSHA Title 29 CFR, Part 1926.59.

B. Compliance Plan (Site Specific)

- 1. The Contractor shall establish a written compliance plan, which is specific to the Site, to include the following:
 - a. A description of work activity involving LBP disturbance including equipment used, material included, controls in place, crew size, employee job responsibilities, operating procedures, and maintenance practices.
 - b. Engineering controls used to control lead exposure.
 - c. The proposed technology the Contractor will implement in meeting the PEL.
 - d. Air monitoring data documenting the source of lead emissions.
 - e. A detailed schedule for implementing the program, including documentation of appropriate supply of equipment, etc.
 - f. Proposed work practice which establishes proper protective work clothing, housekeeping methods, hygiene facilities, and practices.
 - g. Worker rotation schedule (if proposed), to reduce TWA.
 - h. A description of methods for informing workers of potential lead exposure.

C. Hazardous Waste Management

- 1. The Contractor shall establish a Hazardous Waste Management Plan, which shall comply with applicable regulations and address the following:
 - a. Hazardous waste identification.
 - b. Estimated waste disposal quantity.
 - c. Names and qualifications of each subcontractor who will be transporting, storing, treating, and disposing of wastes.
 - d. Disposal facility location and 24-hour point of contact.
 - e. Establish EPA state hazardous waste and identification numbers, if applicable.
 - f. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.

- g. List of waste handling equipment to be used in performing the work to include cleaning, volume reduction, if applicable, and transport equipment.
- h. Qualifications of laboratory to be utilized for TCLP sampling and analysis, if applicable.
- i. Spill Prevention, Control, and Countermeasure (SPCC) Plan.
- j. Work plan and schedule for waste containment, removal, treatment, and disposal.

D. Medical Examinations

1. Before exposure to lead-contaminated dust, provide workers with a comprehensive medical examination as required by OSHA Title 29 CFR, Parts 1910.1025 and 1926.62.
2. The examination shall not be required if adequate records show that employees have been examined as required by OSHA Title 29 CFR, Part 1926.62 within the last year.
3. Medical examination shall include, at a minimum, biological monitoring and approval to wear respiratory protection.

E. Training

1. The Contractor shall ensure that workers are trained to perform LBP disturbing activities and disposal operations prior to the start of work, in accordance with OSHA Title 29 CFR, Part 1926.62.

F. Respiratory Protection Program

1. The Contractor shall furnish each employee required to wear a negative pressure respirator with a respirator fit test at the time of initial fitting and at least once every 6 months thereafter, as required by OSHA Title 29 CFR, Part 1926.62.
2. The Contractor shall establish a Respiratory Protection Program in accordance with ANSI Z88.2 and OSHA Title 29 CFR, Parts 1910.134 and 1926.62.

1.06 SUBMITTALS

A. The Contractor shall submit the following to the Consultant, in one complete package, prior to the pre-construction meeting and at least ten (10) business days before the start of the Work:

1. Submit a schedule to the Owner and the Consultant, which defines a timetable for executing and completing the project, including work area preparations, removal, cleanup, and decontamination.
2. Submit a current, valid certificate of insurance.
3. Submit the name and address of the hauling contractor and location of the landfill to be used. Also, submit current valid operating permits and certificates of insurance for the transporter and landfill.
4. Submit the plans and construction details for the decontamination systems and the isolation of the work areas as may be necessary for compliance with this Section and applicable regulations.

5. Submit copies of medical records for each employee to be used on the project, including results of biological monitoring and a notarized statement by the examining physician that such an examination occurred.
6. Submit valid training certificates for each employee to be used on the project.
7. Submit a successful respirator fit testing record performed by a qualified individual within the previous six months for each employee to be used on this project. The employee's name and social security number must be provided with each record.
8. Submit the name and address of the Contractor's blood lead testing lab, OSHA CDC listing, and state certification.
9. Submit detailed product information on all materials and equipment proposed for demolition work on this project.
10. Submit pertinent information regarding the qualifications of the Project Supervisor (competent person) for this project, as well as a list of past projects completed.
11. Submit a chain-of-command for the project.
12. Submit a site-specific Emergency Action Plan for the project.
13. Submit a written, site-specific Respiratory Protection Program for employees, including make, model, and NIOSH approval numbers of respirators to be used at the Site (if applicable).

No work on the Site will be allowed to begin until the Owner and the Consultant, as listed herein, accept the Pre-Construction Submittals. Any delay caused by the Contractor's refusal or inability to submit this documentation accurately, completely, and in a timely manner does not constitute a cause for change order or a time extension.

B. The following shall be submitted to the Consultant during the Work:

1. Personal air sampling results.
2. Training and medical records for new employees to start Site work (24-hours in advance).

C. The following shall be submitted to the Consultant at the completion of the Work:

1. Copies of all air sampling results.
2. Contractor logs.
3. Copies of manifests and receipts acknowledging disposal of all waste material from the project showing delivery date, quantity, and appropriate signature of authorized landfill representative.

1.07 PERSONAL PROTECTION

A. Exposure Assessment

1. The Contractor shall determine if any worker will be exposed to lead at or above the AL.
2. The exposure assessment shall identify the level of exposure a worker would be subjected to without respiratory protection.
3. The exposure assessment shall be achieved by obtaining personal air monitoring samples representative of a full shift, at least an 8-hour TWA.

4. During the period of the exposure assessment, the Contractor shall institute the following procedures for worker protection:
 - a. Protective clothing shall be utilized
 - b. Respiratory protection
 - c. Change areas shall be provided
 - d. Hand washing facilities and shower shall be provided
 - e. Biological monitoring
 - f. Worker training

B. Respiratory Protection

1. The Contractor shall furnish appropriate NIOSH/MSHA-approved respirators for use in atmospheres containing lead dust.
2. Respirators shall comply with the requirements of OSHA Title 29 CFR, Part 1926.62.
3. Workers shall be instructed in all aspects of respiratory protection.
4. The Contractor shall have an adequate supply of HEPA-filter cartridges and spare parts on-site for all types of respirators in use.
5. The following minimum respirator protection for use during paint removal or demolition of components and surfaces with LBP shall be the half-face, air-purifying respirator with a minimum of dual P100 filter cartridges (for exposures not in excess of 500 $\mu\text{g}/\text{m}^3$ or 10 x PEL).

C. Protective Clothing

1. Personal protective clothing shall be provided for all workers, supervisors, and authorized visitors entering the work area.
2. Each worker shall be provided daily with a minimum of two (2) complete disposable coverall suits.
3. Removal workers shall not be limited to 2 coveralls, and the Contractor shall supply additional coveralls as necessary.
4. Under no circumstances shall anyone entering the abatement area be allowed to re-use a contaminated disposable suit.
5. Disposable suits (Tyvek™ or equivalent) and other personal protective equipment (PPE) shall be donned prior to entering a lead work area. A change room shall be provided for workers to don suits and other PPE with separate areas to store street clothes and personal belongings.
6. Eye protection for personnel engaged in lead operations shall be furnished when the use of a full-face respirator is not required.
7. Goggles with side shields shall be worn when working with power tools, a material that may splash or fragment, or if protective eye wear is specified on the SDS for a particular product to be used on the project.

1.08 PERSONAL MONITORING

A. General

1. The Contractor shall be required to perform the personal air sampling activities during LBP disturbing work. The results of such air sampling shall be posted, provided to individual workers, and submitted to the Client, as described herein.

B. Air Sampling

1. Air samples shall be collected for the duration of the work shift or for 8 hours, whichever is less. If working conditions remain unchanged, personal air samples need not be collected every day after the first day; however, they must be collected each time there is a change in removal operations, either in terms of the location, or in the type of work. Sampling will be used to determine the 8-hour TWA. The Contractor shall be responsible for personal air sampling as outlined in OSHA Title 29 CFR, Parts 1910.1025 and 1926.62.
2. Air sampling results shall be reported to individual workers, in written form, no more than 48 hours after the completion of a sampling cycle. The reporting document shall list each sample's result, sampling time and date, personnel monitored and their social security numbers, flow rate, sample duration, sample yield, cassette size, and analyst's name and company, and shall include an interpretation of the results. Air sample analysis results will be reported in $\mu\text{g}/\text{m}^3$.

C. Testing Laboratory

1. The Contractor's testing lab shall be currently participating in AIHA's Environmental Lead Laboratory Accreditation Program (ELLAP). The Contractor shall submit to the Consultant for review and acceptance, the name and address of the laboratory, certification(s) of AIHA participation, a listing of relevant experience in air lead analysis, and presentation of a documented Quality Assurance and Quality Control Program.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Any substitution in materials, equipment, or methods to those specified shall be approved by the Owner and Consultant prior to use. Any requests for substitution shall be provided in writing to the Owner and Consultant. The request shall clearly state the rationale for the substitution.
- B. Submit to the Owner and Consultant product data for all materials and equipment and material samples to be considered as an alternate.

- C. Product data shall consist of manufacturer catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, SDS, and other standard descriptive data. Submittal data shall be clearly marked to identify pertinent materials, products, or equipment and show performance characteristics and capacities.
- D. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product or material with integrally related parts and attachment devices.

2.02 MATERIAL AND PRODUCTS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
- C. The Contractor shall have a sufficient inventory of, or dated purchase orders for, materials necessary for the work (e.g., protective clothing, respirators, respirator filter cartridges, polyethylene (poly) sheeting of proper size and thickness, tape, spray adhesive, air filters, etc.).
- D. Materials
 - 1. Poly sheeting in a roll size to minimize the frequency of joints shall be delivered to the Site with factory label indicating 6-mil.
 - 2. Poly disposable bags shall be 6-mil. Tie wraps for bags shall be plastic, five (5)-inches long (minimum), pointed and looped to secure filled poly bags.
 - 3. Tape or spray adhesive will be capable of sealing joints in adjacent poly sheets and for attachment of poly sheeting to finished or unfinished surfaces of dissimilar materials and capable of adhering onto both dry and wet conditions, including use of amended water.
 - 4. Impermeable containers are to be used to receive and retain any lead-containing or lead-contaminated materials until disposal at an acceptable disposal site. The containers shall be labeled in accordance with EPA and DOT standards.
 - 5. HEPA-filtered exhaust systems shall be used during powered dust-generating removal operations. Using powered equipment without HEPA exhaust systems in-place on this Site is prohibited.

2.03 TOOLS AND EQUIPMENT

- A. Provide suitable tools for all LBP disturbing operations.
- B. The Contractor shall provide (as needed) temporary electrical power panels, electrical power cables, and/or electrical power sources (e.g., generators, etc.). Any electrical-connection work affecting the building electrical power system shall be performed by a Commonwealth of Massachusetts-licensed electrician, permitted as required.

- C. HEPA-Vacuum Equipment, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining at least 99.97% of all mono-dispersed particles of 0.3 micrometers in diameter or larger.

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION MEETING

- A. At least one week prior to the start of work, a Pre-Construction Meeting will be scheduled and must be attended by the Contractor and any Subcontractors. The assigned Contractor Site Supervisor must attend this meeting.
- B. The Contractor shall present a detailed project schedule and project submittal package at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented schedule will be discussed, and the Owner and Consultant will inform the Contractor of any scheduling adjustments for this project.
- C. Following the Pre-Construction Meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting.

3.02 WORKER PROTECTION/TRAINING

- A. The Contractor shall provide appropriate training, PPE, and biological monitoring for each worker and ensure proper usage during potential lead exposure and the initial exposure assessment.

3.03 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall be responsible for establishing and maintaining controls referenced herein to prevent lead contamination outside the lead work area.
- B. The Contractor shall also be responsible for conducting work with applicable federal, state, and local regulations as referenced herein.

3.04 WORK HYGIENE PRACTICES (REQUIRED DURING INITIAL EXPOSURE ASSESSMENT AND IF RESULTS IF AIR SAMPLING ARE ABOVE OSHA AL)

- A. Work Area Entry
 - 1. Workers shall don PPE, including respiratory protection, disposable coveralls, gloves, headgear, and footwear, prior to entering the work area.
- B. Work Area Departure
 - 1. While leaving respirators on, workers shall remove all gross contamination, debris, and dust from disposable coveralls and proceed to change room to remove coveralls and footwear and place in hazardous waste disposal container.

C. Hand-Washing Facilities

1. All workers must wash their hands and faces upon leaving the work area.

D. Equipment

1. All equipment used by workers inside the work area shall be wet-wiped or bagged for future decontamination before removal from the work area.

E. Prohibited Activities

1. Under no circumstances shall workers eat, drink, smoke, chew gum or tobacco, apply cosmetics, or remove their respirators in the work area.

F. Shock Hazards

1. The Contractor shall be responsible for using safe procedures to avoid electrical hazards. All temporary electrical wiring will be protected by ground-fault circuit interrupters (GFCI).

3.05 LEAD WORK AREA (REQUIRED DURING INITIAL EXPOSURE ASSESSMENT AND IF RESULTS OF AIR SAMPLING ARE ABOVE OSHA AL)

- A. The Contractor shall place lead warning signs at all entrances and exits from the work area. Signage shall be a minimum of 20" x 14" and shall state the following:

WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING OR DRINKING
UNAUTHORIZED ENTRY PROHIBITED

- B. The Contractor shall designate a change room as specified in this Section. The change room shall consist of 2 layers of 6-mil poly sheeting on the floor surface adjacent to the lead work area. The change room shall have separate storage facilities for street clothes to avoid cross-contamination.
- C. The Contractor shall provide potable water for hand and face washing.
- D. The Contractor shall place 6-mil poly sheeting on floor/ground surfaces prior to beginning removal work to facilitate clean-up.

3.06 WORK AREA CLEAN-UP

- A. The Contractor shall remove all loose chips and debris from floor surfaces and place in hazardous waste disposal bags.

- B. The Contractor shall clean adjacent surfaces using HEPA-vacuum equipment to remove dust and debris.
- C. Poly sheeting shall be cleaned and properly disposed of as general construction and demolition waste.

3.07 WASTE DISPOSAL

- A. The Contractor's contractual liability shall be the proper disposal of all wastes generated at the Site in accordance with all applicable federal, state, and local regulations as referenced herein.
 - 1. Three (3) composite sample were collected from the Site building and analyzed. The analytical results of the representative composite samples indicate the waste leaches lead at less than 5.0 mg/L and is therefore, not anticipated to be classified as a hazardous waste.

3.08 CONSULTANT

- A. The Owner may retain a Consultant for the purpose of construction administration and project monitoring during demolition work at the Site.
- B. The Consultant will represent the Owner in all tasks of the project at the discretion of the Owner.

END OF SECTION

SECTION 02 84 16
LIGHTING BALLASTS AND MERCURY MANAGEMENT

PART 1 -GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.
- B. Limited Hazardous Building Materials Inspection Report prepared by Fuss & O'Neill, Inc. (March 2024).

1.02 SUMMARY OF WORK

- A. Work outlined in this Section includes all work necessary for the removal, packaging, transporting, and disposing of fluorescent lighting ballasts and mercury-containing bulbs impacted during demolition (the "Work") of the Urban League of Rhode Island building located at 264 Prairie Avenue in Providence, Rhode Island (the "Site").
- B. Fluorescent Light Ballasts: Work of this Section includes, but is not necessarily limited to, all that is necessary for complete proper removal, packaging, transportation, and disposal/reclamation of all Polychlorinated Biphenyls (PCB) or Non-PCB diethylhexyl phthalate (DEHP)-containing ballasts. Work shall be performed related to building demolition activities. Ballasts that are to be removed shall be recycled/disposed as (presumed) DEHP-containing electrical equipment. Include a bid quantity of eight (8) drums for fluorescent light ballast disposal/recycling.
- C. Fluorescent Lamps and Mercury Equipment: Work of this Section includes, but is not necessarily limited to, all that is necessary for complete proper removal, packaging, transportation, and disposal/recycling/reclamation of all presumed mercury-containing fluorescent lamps and mercury equipment which includes mercury-containing thermostats that exist in the interior of the building(s). Fluorescent lamps that are to be removed shall be recycled/disposed as Universal Waste. The Contractor shall coordinate removal in accordance with requirements of the electrical and mechanical work specified elsewhere. Include a bid quantity of 12 fifty-count boxes for fluorescent lamp disposal/recycling.
- D. The extent of electrical demolition is specified elsewhere in the contract documents and the Contractor shall coordinate this Section with other Sections for the actual quantities of the work required. Only ballasts on light fixtures proposed for demolition require removal.
- E. The Contractor is responsible for verifying actual quantities of the above items that will require removal and disposal. This verification shall include an on-site walkthrough of the work areas, and visually inspecting ballasts for the presence of labels indicating "No PCBs". If ballasts do not have labels indicating "No PCBs" they shall be recycled/disposed as presumed PCB-

containing electrical equipment. If ballasts have labels indicating “No PCBs,” but do not have a listed manufacture date subsequent to 1991, they shall be recycled/disposed as presumed DEHP-containing electrical equipment.

1.03 DEFINITIONS

- A. The following definitions relative to this Section (02 84 16 – Lighting Ballasts and Mercury Management) shall apply:
1. Architect: A person or firm professionally engaged in the design of buildings and who advises in their construction.
 2. CERCLA: The Comprehensive Environmental Response, Compensation, and Liability Act
 3. Consultant: Fuss & O’Neill, Inc.
 4. DOT: The Department of Transportation.
 5. EPA: The United States Environmental Protection Agency.
 6. OSHA: The Occupational Safety and Health Administration.
 7. Owner: Providence Redevelopment Agency
 8. RCRA: The Resource Conservation and Recovery Act (EPA Title 40 CFR, Parts 260 - 265).
 9. Site: The Urban League of Rhode Island building located at 264 Prairie Avenue in Providence, Rhode Island (the “Site”).

1.04 REGULATIONS AND STANDARDS

- A. The following regulations and standards of federal and state agencies apply to ballast disposal and are made part of this Section by reference.
1. Toxic Substance Control Act (TSCA) (EPA Title 40 CFR, Part 761).
 2. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA - Superfund Law).
 3. Department of Transportation (DOT) regulations - DOT regulation HM-181 regulates transportation of hazardous materials, including PCBs.
 4. Occupational Safety and Health Administration (OSHA) - OSHA regulates workers' safety and exposure to a variety of chemicals including PCBs.
 5. Resource Conservation and Recovery Act (RCRA) - EPA Title 40 CFR, Part 261 regulates wastes which fail Toxic Characteristic Leaching Procedure (TCLP) and that contain greater than fifty parts per million (> 50 ppm) of PCBs.
- B. The following regulations and standards of federal and state agencies apply to Universal Waste (i.e., fluorescent lamps) disposal and mercury-containing equipment are made part of this Section by reference.
1. RCRA – EPA Title 40 CFR, Part 261, Subpart C.
 2. RCRA – Title 40 CFR, Part 273.
 3. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA - Superfund Law).

4. DOT Regulations – Pipeline and Hazardous Materials Safety Administration Regulation Title 49 CFR, Parts 100 - 185 as applicable.
5. OSHA – Title 29 CFR, Part 1910.1200 Hazard Communications and Part 1926.65.

1.05 SUBMITTALS

- A. The Contractor shall submit the following submittals to the Hazardous Building Materials Consultant prior to start of work:
 1. Proposed transporter name, address, DOT license, and certificate of insurance for PCB and non-PCB wastes generated as part of the project.
 2. Proposed disposal/recycling facility proposed for PCB and non-PCB waste generated as part of the project. This includes name, address, operating permit and certificate of insurance.
 3. Proposed transporter name, address, DOT license, and certificate of insurance for mercury-containing universal wastes generated as part of the project,
 4. Proposed disposal/recycling facility name, address, DOT license, and certificate of insurance proposed for mercury-containing waste generated as part of the project.

PART 2 -PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Disposal drums shall be DOT 17-C or 17-H.
- C. Light tube and lamp boxes shall be provided by the reclamation facility. Only new boxes shall be used.

PART 3 - EXECUTION

3.01 BALLAST REMOVAL AND PACKAGING

- A. The Contractor shall remove all ballasts from light fixtures with care.
- B. The Contractor shall pack all ballasts in appropriately sized containers or drums with care, so as not to cause ballasts to leak as a direct result of removal and packing.
- C. The Contractor shall segregate all leaking ballasts from non-leaking ballasts, separately package leaking ballasts in plastic bags and individually placed in properly-labeled drums.
- D. The Contractor shall label all drums properly. The Contractor shall supply labels. Labels shall contain the following information
 1. Drum contents.

2. DOT description.
 3. Name, address, and telephone number of the Owner (i.e., the Generator).
 4. Emergency telephone numbers.
 5. Date on which drum was filled with ballasts.
 6. Class 9 label.
- E. The Contractor shall ensure that no other materials or wastes are in the drums except the fluorescent light ballasts.
- F. The Contractor shall not load any single drum with more than 750 pounds of gross weight.
- G. The Contractor shall not use any absorbent material to pack ballasts in drums.
- H. The Contractor shall not use any plastic liners in drums.
- I. Each drum shall be sealed and stored in a secure (i.e., locked) area to minimize inadvertent damage or vandalism.
- J. The ballasts shall be removed by personnel wearing chemically-resistant gloves, eye protection, and proper respiratory protection.

3.02 BALLAST DISPOSAL

- A. At the completion of the removal phase, a licensed transporter shall haul either PCB or non-PCB waste generated by the project work. Chain-of-custody records shall be maintained which include the date removed from the Site, total number of drums, transporter name, and disposal site name and address. The Contractor shall be responsible for all disposal costs associated with the waste generated during this project.
- B. The Contractor shall provide Certificate(s) of Recycling and Disposal (CRD) pursuant to EPA Title 40 CFR, Part 761, Subpart K.
- C. The Contractor shall provide waste manifests for all PCB and non-PCB wastes generated and disposed of from the project site. The Owner shall be provided sufficient time to identify agent for signatures on waste documentation. Contractor shall provide waste manifest to generation and destination state as required and provide Owner (Generator copy to Agent signing manifests).

3.03 COLLECTION AND CONTAINMENT OF MERCURY LAMPS AND EQUIPMENT

- A. All fluorescent lamps to be removed are to be considered mercury-containing. Lamps are to be handled by personnel wearing gloves and eye protection for protection against glass breakage, and proper respiratory protection. Lamps are to be stored unbroken in DOT-approved containers that protect the lamps against breakage.

3.04 MERCURY LAMPS AND EQUIPMENT STORAGE AND DISPOSAL/RECYCLING

- A. Each container shall be sealed and stored in a secure area to minimize inadvertent damage or vandalism. Each lamp or a container or package in which such lamps are contained must be labeled or marked clearly with one of the following phrases: "Universal Waste -- Lamp(s)," "Waste Lamp(s)," or "Used Lamp(s)".
- B. At the completion of the mercury removal phase, a licensed transporter shall haul mercury-containing waste for disposal/recycling of the mercury waste. Chain-of-custody records shall be maintained that include the date removed from the Site, the number of containers, the name of mercury transporter, and the destination of mercury waste disposal. The Contractor shall be responsible for all disposal/recycling costs associated with the mercury waste generated during this project.
- C. The Owner shall be provided a minimum of 72-hour notice of requirement for signature to identify agent for signatures on waste documentation. Contractor shall provide waste manifest to generation and destination state as required and provide Owner (Generator copy to Agent signing manifests) and Hazardous Materials Consultant.

END OF SECTION

**Office of Land Revitalization & Sustainable Materials Management
Site Remediation Section**

HAZARDOUS MATERIAL RELEASE NOTIFICATION FORM

THIS FORM IS NOT TO BE USED TO REPORT AN IMMINENT HAZARD

1. Notifier Information:

Name: Providence Redevelopment Agency

Address: 444 Westminster St. Suite 3A, Providence, RI 02903

Phone: 401-848-8418

Email: adegrace@providenceri.gov

Status: Environmental Professional Secured Creditor
 Owner Voluntary
 Operator

If Environmental Professional is selected, please supply the follow information for your client below:

Name:

Address:

Phone:

Email:

Status: Owner Secured Creditor
 Operator Voluntary

2. Property Information:

Name of Site: Urban League of Rhode Island

Site Address: 246 Prairie Avenue, Providence, RI 02905

Plat/Lot Numbers: Plat 45, Lot 911

Approximate Acreage of Property: 4.64

Latitude/Longitude: 41.8083651225015, -71.41518108666469

Site Land Usage Type: Residential Industrial/Commercial

Location of Release (Attach site sketch as necessary): TPH in soil adjacent to a leaking transformer.
VOC in soil gas samples from the central portion of the site where a former dry cleaner was located.
See attached September 2020 Limited Subsurface Investigation Summary Letter Report.

3. Release Information:

Date of Discovery: September 2020

Source: Leaking transformer and former dry cleaner

Release Media: Soil and soil gas

Hazardous Materials and Concentrations (Attach certificates of analysis as necessary):
TPH in a soil sample at a level above the I/C-DEC. VOC (PCE and TCE) in soil gas samples
at levels above the MassDEP Commercial/Industrial Sub-Slab Soil Gas Screening Values.

Extent of Contamination: TPH in soil in immediate area of transformer. VOC in soil gas in
central portion of the site.

Approximate acreage of Contaminated Area: To be determined.

4. Resource Information:

Site Land Usage: Industrial/Commercial Residential
Adjacent Land Usage: Industrial/Commercial Residential
Site Groundwater Class: GA/GAA GB
Adjacent Groundwater Class: GA/GAA GB
(if different than site groundwater classification within 500 feet)
Nearest Surface Water or Wetland: Less Than 500 Feet Greater Than 500 Feet
Potential for adverse impact? Yes No

5. Potentially Responsible Parties:

Name: National Grid

Address:

Status: Owner Operator Other: owner of transformer

Name:

Address:

Status: Owner Operator Other:

- 6. Measures taken or proposed to be taken in response to Release:** The transformer was determined to be utility-owned. Therefore, National Grid reportedly conducted remedial activities in March 2021. Regarding the VOC in soil gas, additional Site Investigation activities will be performed by the City of Providence/PRA under the City's USEPA Brownfields Assessment Grant.

Check all that apply: Site Investigation Short-Term/Emergency
 EXPRESS Policy Dig & Haul Policy

7. Other significant remarks about Release (Will a background determination be made?)

The site was formerly owned and occupied by the Urban League of Rhode Island but is currently in receivership. PRA intends to conduct a Site Investigation under the City's USEPA Brownfields Assessment Grant in order to facilitate a potential sale and redevelopment of the property.

Signature: AC [Signature]

Date: 5/13/22

Title: Director of Real Estate/ Providence Redevelopment Agency



RHODE ISLAND

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

OFFICE OF LAND REVITALIZATION & SUSTAINABLE MATERIALS MANAGEMENT

235 Promenade Street, Providence, Rhode Island 02908

REMEDIAL APPROVAL LETTER **File No. SR-28-2086**

February 12, 2024

Nicholas Ciccitelli, Director of Real Estate
Providence Redevelopment Agency
444 Westminster Street, Suite 3A
Providence, RI 02903

RE: Urban League of RI
246 Prairie Avenue
Providence, Rhode Island
Plat Map 45 / Lot 911

Dear Mr. Ciccitelli:

On April 22, 2020, the Rhode Island Department of Environmental Management's (the Department) Office of Land Revitalization and Sustainable Materials Management (LRSMM) enacted the codified 250-RICR-140-30-1, Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (the Remediation Regulations). The purpose of these regulations is to create an integrated program requiring reporting, investigation, and remediation of contaminated sites in order to eliminate and/or control threats to human health and the environment. A Remedial Approval Letter (RAL) is a document used by the Department to approve remedial actions at contaminated sites that do not involve the use of complex engineered systems or techniques (e.g. groundwater pump and treat systems, soil vapor extraction systems, etc.).

In the matter of the above-referenced property (the Site), the Department's Office of LRSMM is in receipt of the following documentation submitted pursuant to the Remediation Regulations in response to the reported release at the Site:

1. Limited Subsurface Report, received by the Department on July 2, 2021, and prepared by Environmental Strategies & Management, Inc. (ES&M);
2. Phase I Environmental Site Assessment, received by the Department on July 2, 2021, and prepared by ES&M;
3. Site-Specific Quality Assurance Project Plan Addendum, received by the Department on July 27, 2021, and prepared by Fuss & O'Neill, Inc. (F&O);
4. Hazardous Material Release Notification Form, received by the Department on May 5, 2022, and prepared by F&O;
5. Pre-Site Investigation Public Notice, received by the Department on May 31, 2022, and

prepared by F&O;

6. Site Investigation Report (SIR), received by the Department on September 30, 2022, and prepared by F&O;
7. Release Response Report, dated May 25, 2021, received by the Department on October 19, 2022, and prepared by Coneco Engineers & Scientists, Inc. (Coneco);
8. SIR Addendum, received by the Department on August 4, 2023, and prepared by F&O;
9. Public Notification Package, received by the Department on August 31, 2023, and prepared by F&O; and
10. Remedial Action Work Plan, received by the Department on February 7, 2024, and prepared by F&O.

Together these documents fulfill the requirements of Section 1.9 (Risk Management) and Section 1.10 (Remedial Action Work Plan (RAWP)) of the Remediation Regulations.

The preferred remedial alternative involves:

- Limited soil excavation and off-site disposal of arsenic and/or SVOC-impacted soils. Confirmatory samples shall be taken to fully delineate the excavation areas. Confirmatory samples shall be taken in accordance with the frequency outlined in the Dig & Haul Policy;
- Should all jurisdictional soils not be excavated from the Site, encapsulation of Site soils by a Department approved engineered control consisting of a minimum of two (2) feet of clean fill or an equivalent level of protection i.e. building foundations, one (1) foot of clean fill over a geotextile fabric, and/or four (4) inches of hardscape (asphalt or concrete) over six (6) inches of clean fill. Existing hardscape shall be repaired as necessary;
- A spray-applied vapor barrier system, or equivalent, shall be applied to the ground level of any existing or future habitable structure. Additionally, a sub-slab vapor mitigation system shall be incorporated into the foundation design of any existing or future habitable structure. The system shall be vented to maintain positive pressure in the building interior and mitigate intrusion of soil gas containing VOCs to the building interior. Once design plans for the Site redevelopment have been finalized, the final design of the sub-slab vapor mitigation system shall be submitted to the Department for review and approval; and
- An Environmental Land Usage Restriction (ELUR) shall be recorded on the deed for the entire property (Plat Map 45 / Lot 911). The ELUR shall require the performance of annual inspections to document the status of the ELUR and the condition of the engineered controls. The ELUR shall also include a Department-approved post-remediation Soil Management Plan (SMP) which will address any future activities that may disturb on-Site soils. The ELUR shall be recorded for the entire property in the Land Evidence Records for the City of

Providence, and a recorded copy forwarded back to the Department within fifteen (15) days of recording.

Based upon review and consideration of the above referenced documents, the Department approves the Remedial Action Work Plan (RAWP) through this RAL provided that:

1. All work must be performed in accordance with all applicable regulations and the Department approved RAWP.
2. Start of the work described in the Department approved RAWP must be initiated within ninety (90) days of issuance of this RAL.
3. Prior to initiating any remedial activities, the Department shall be provided with a list of all contractors, and their respective contact information, that will be used on Site to complete the remedial work described in the Department approved RAWP. The Department shall be notified, when feasible, a minimum of five (5) working days in advance of any changes in contractors and/or consultants involved with the remedial work on this Site. The notification must be promptly supplied in writing with complete contact information for each new contractor or consultant (including but not limited to company name and address, contact name and address, contact telephone number and e-mail address).
4. All excavated regulated soil, if not approved for encapsulation onsite, shall be disposed of off-site at an appropriately licensed disposal facility in accordance with all local, State, and Federal laws. Copies of the material shipping records and manifests associated with the disposal of the material shall be included along with the Closure Report.
5. Areas of the site where contaminated soils are to be excavated must be staged and temporarily stored in a designated area, as proposed in the RAWP, of the site with proper polyethylene covers. Any stockpiled materials, including clean fill, must be underlain and covered with polyethylene sheeting and be secured at the end of each day with all appropriate erosion and sediment controls to limit the loss of the cover and protect against stormwater and wind erosion (i.e. hay bales, rocks, silt fencing). These appropriate sedimentation and erosion controls must be in place and in proper working order at all times until all disturbed areas are stabilized and capped as proposed. Within reason, the storage location will be selected to limit the unauthorized access to the materials (i.e. away from public roadways/walkways). No regulated soil will be stockpiled on-site for greater than thirty (30) days. In the event that stockpiled soils pose a risk or threat of leaching hazardous materials, a proper leak-proof container (i.e., drum or lined roll-off) or secondary containment will be required and utilized.
6. The Office of LRSMM no longer requires the submittal of analytical data prior to clean fill being brought to a Site. It is the sole responsibility of the Performing Party and their consultant to analyze the material, certify that the material meets the Department's Residential Direct Exposure Criteria (RDEC), as defined by the Remediation Regulations, for all constituents, and is suitable for use on the Site. The Office of LRSMM strongly suggests that enough representative samples of the clean fill are collected prior to moving the material to the Site to satisfy the Performing Party and their consultant that the material meets the RDEC. Please note that the Office of

LRSMM reserves its rights to sample the fill, if suspect, to confirm compliance with the RDEC.

7. All regulated soil remaining onsite shall be encapsulated by an engineered control consistent with those described in the Department approved RAWP.
8. Dust suppression techniques (i.e., watering) must be employed at all times during all soil disturbing/handling activities at the site in order to minimize the generation of fugitive dust.
9. Compliance sampling for the excavation of arsenic-only areas shall be completed in accordance with Section 1.13 of the Remediation Regulations. Section 1.13 of the Remediation Regulations shall only be applied to areas of the site in which arsenic is the sole contaminant of concern. Compliance sampling shall be completed in accordance with the frequency outlined in the Dig & Haul Policy. Please note that if soil exceeding the Department's Residential Direct Exposure Criteria (RDEC) is to remain onsite, a Department-approved engineered barrier shall be installed and a draft Environmental Land Usage Restriction (ELUR) and Soil Management Plan (SMP) must be submitted to the Office of LRSMM for review and approval prior to recording.
10. Within ninety (90) days of completion of the work described in the Department approved RAWP, a Closure Report detailing the remedial action and including any disposal documentation shall be submitted to the Office of LRSMM.
11. Within ninety (90) days of completion of the work described in the Department approved RAWP, the final Department approved ELUR shall be recorded in the City of Providence Land Evidence Records for the property and a stamped, certified copy returned to the Department within fifteen (15) days of recording. Upon receipt of a copy of the recorded (stamped) ELUR, the Office of LRSMM will issue a Letter of Compliance.
12. Following recording of the ELUR, the site shall be maintained and annually inspected to evaluate the compliance status of the site with the ELUR. Within thirty (30) days of each annual inspection, an evaluation report shall be prepared and submitted to the Office of LRSMM detailing the findings of the inspection and noting any compliance violations at the site.
13. As part of the operation and maintenance of the remedy, the sub-slab pressure shall be measured and the SSDS annually inspected to ensure that the SSDS is operating properly. As part of the annual ELUR inspection of the remedy, the efficacy of the SSDS shall be documented. Within thirty (30) days of each annual inspection, an evaluation report shall be prepared and submitted to the Office of LRSMM detailing the findings of the inspection and noting any compliance violations at the site.
14. Any changes in the activities detailed in the RAWP shall be reported to the Office of LRSMM by telephone within one (1) working day and in writing within five (5) business days.
15. The Office of LRSMM shall be notified forty-eight (48) hours prior to initiating the remedial activities at the site associated with the Department approved RAWP.
16. The Office of LRSMM shall be immediately notified of any site or operation condition that results

in non-compliance with this RAL.

At this time, the Office of LRSMM offers its concurrence with the proposed remedial action for the property. The Department approves the RAWP provided that all activities and procedures detailed in the RAWP are strictly adhered to. Furthermore, this letter continues to place primary responsibility for the construction, operation, maintenance, and monitoring of the approved RAWP and its associated implementation on Providence Redevelopment Agency. As the Voluntary Party and Performing Party, Providence Redevelopment Agency is expected to implement the RAWP in an expeditious and professional manner that prevents non-compliance with this RAL and said RAWP and is protective of human health and the environment.

Please note that at this time the Department does not approve the ELUR for recording in the Land Evidence Records with the City of Providence. Please forward an electronic version of the draft ELUR and the post-construction SMP in red line / strikeout format for Department review and approval. The draft ELUR and SMP shall be reviewed and approved by the Department, followed by recording of the approved ELUR, at the completion of all remedial work.

This RAL does not remove your obligation to obtain any other necessary permits from other local, State, or Federal agencies.

If you have any questions regarding this letter or would like the opportunity to meet with Department personnel, please contact me by telephone at (401) 537-4362, or by E-mail at Rachel.simpson@dem.ri.gov.

Sincerely,



Rachel T. Simpson
Environmental Scientist III
Office of Land Revitalization &
Sustainable Materials Management

Authorized by,



Ashley L. Blauvelt, P.E.
Environmental Engineer IV
Office of Land Revitalization &
Sustainable Materials Management

cc: Kelly J. Owens, RIDEM/LRSMM
Ashley L. Blauvelt, RIDEM/LRSMM
Brian Kortz, Fuss & O'Neill, Inc.
Timothy Nevins, Fuss & O'Neill, Inc.
Joseph Mulligan, City of Providence
David Everett, City of Providence
Jessica Lance, City of Providence

APPENDIX H

"General Decision Number: RI20240001 05/31/2024

Superseded General Decision Number: RI20230001

State: Rhode Island

Construction Types: Building, Heavy (Heavy and Marine) and Highway

Counties: Rhode Island Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) HEAVY, HIGHWAY AND MARINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/23/2024
3	03/08/2024

4	03/22/2024
5	04/05/2024
6	05/24/2024
7	05/31/2024

ASBE0006-006 09/01/2023

Rates

Fringes

HAZARDOUS MATERIAL HANDLER

(Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 48.15 34.84

ASBE0006-008 09/01/2023

	Rates	Fringes
Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	\$ 48.15	34.84

BOIL0029-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 45.87	29.02

BRR10003-001 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 46.86	29.14

BRR10003-002 09/01/2022

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 46.54	30.34

BRR10003-003 09/01/2022

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 38.78	29.61

CARP0330-001 01/01/2024

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	\$ 43.63	30.25
Diver Tender.....	\$ 44.88	30.25
DIVER.....	\$ 57.03	30.25
Piledriver.....	\$ 41.53	29.35
WELDER.....	\$ 44.88	30.25

FOOTNOTES:

When not diving or tending the diver, the diver and diver tender shall receive the piledriver rate. Diver tenders shall receive \$1.00 per hour above the pile driver rate when tending the diver.

Work on free-standing stacks, concrete silos & public utility electrical power houses, which are over 35 ft. in height when constructed: \$.50 per hour additional.

Work on exterior concrete shear wall gang forms, 45 ft. or more above ground elevation or on setback: \$.50 per hour

additional.

The designated piledriver, known as the ""monkey"": \$1.00 per hour additional.

CARP1121-002 01/02/2023

Rates

Fringes

MILLWRIGHT.....\$ 41.54 30.73

ELEC0099-002 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 48.61	50.44%
Teledata System Installer.....	\$ 36.46	11.59%+15.31

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

Work in tunnels below ground level in combined sewer outfall: 20% per hour additional.

* ELEV0039-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.88	37.885+a+b

FOOTNOTES:

a. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

b. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0057-001 05/01/2024

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)		
GROUP 1	\$ 43.20	29.75
GROUP 2	\$ 41.20	29.75
GROUP 3	\$ 36.48	29.75
GROUP 4	\$ 40.18	29.75
GROUP 5	\$ 40.18	29.75
GROUP 6	\$ 35.90	29.75
GROUP 7	\$ 29.95	29.75
GROUP 8	\$ 35.45	29.75
GROUP 9	\$ 43.17	29.45

a. BOOM LENGTHS, INCLUDING JIBS:

- 150 feet and over + \$ 2.00
- 180 feet and over + \$ 3.00
- 210 feet and over + \$ 4.00
- 240 feet and over + \$ 5.00
- 270 feet and over + \$ 7.00
- 300 feet and over + \$ 8.00
- 350 feet and over + \$ 9.00
- 400 feet and over + \$10.00

a. PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTES:

Hazmat work: \$2.00 per hour additional.

Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

GROUP 2: Digging machine, Ross Carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, graders, front end loader (3 yds. and over), vibratory hammer & vacuum truck, roadheaders, forklifts, economobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

GROUP 5: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

ENGI0057-002 11/01/2023

Rates Fringes

Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)

GROUP 1.....	\$ 41.95	29.75
GROUP 2.....	\$ 39.95	29.75
GROUP 3.....	\$ 35.23	29.75
GROUP 4.....	\$ 38.93	29.75
GROUP 5.....	\$ 38.93	29.75
GROUP 6.....	\$ 34.65	29.75
GROUP 7.....	\$ 28.65	29.75
GROUP 8.....	\$ 34.20	29.75
GROUP 9.....	\$ 34.28	29.75

a. FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane, piledriver, lighter, boom truck, hoists, derrick

GROUP 1A: Digging machine, locomotive, John Henry's, directional drilling machine, cold planer, reclaimers, paver, spreader, grader, front end loader (3 yds. and over), vacuum truck, test boring machine operator, veemere saw, water blaster, hydro-demolition robot, forklift, economobile, Ross Carrier, concrete pump operator and boats

GROUP 2: Well point installation crew

GROUP 3: Utlity engineers and signal persons

GROUP 4: Oiler on cranes

GROUP 5: Combination loader backhoe, front end loader (less than 3 yds.), forklift, bulldozers & scrapers and boats

GROUP 6: Roller,skid steer loaders, street sweeper

GROUP 7: Gas and electric drive heater, concrete mixer, light plant, welding machine, pump & compressor

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

ENGI0057-003 12/01/2023

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$46.07	29.75
GROUP 2.....	\$ 44.07	29.75
GROUP 3.....	\$ 42.60	29.75
GROUP 4.....	\$ 39.85	29.75
GROUP 5.....	\$ 37.00	29.75
GROUP 6.....	\$ 43.15	29.75
GROUP 7.....	\$ 42.72	29.75
GROUP 8.....	\$ 40.04	29.75

a. BOOM LENGTHS, INCLUDING JIBS:

- 150 ft. and over: + \$ 2.00
- 180 ft. and over: + \$ 3.00
- 210 ft. and over: + \$ 4.00
- 240 ft. and over: + \$ 5.00
- 270 ft. and over: + \$ 7.00
- 300 ft. and over: + \$ 8.00
- 350 ft. and over: + \$ 9.00
- 400 ft. and over: + \$10.00

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

- a. FOOTNOTE: Hazmat work: \$2.00 per hour additional.
- Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks.

GROUP 2: Digging machine, Ross carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

GROUP 6: Bulldozer,skid steer loaders,bobcats, tractor, grader, scraper,combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 7: Well point installation crew

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

IRON0037-001 09/16/2023

Rates	Fringes
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IRONWORKER.....\$ 40.00 32.58

LABO0271-001 12/03/2023

BUILDING CONSTRUCTION

Rates Fringes

LABORER

GROUP 1.....	\$ 37.00	26.90
GROUP 2.....	\$ 37.00	26.90
GROUP 3.....	\$ 37.00	26.90
GROUP 4.....	\$ 37.00	26.90
GROUP 5.....	\$ 39.00	26.90

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LABO0271-002 11/27/2022

HEAVY AND HIGHWAY CONSTRUCTION

Rates Fringes

LABORER

COMPRESSED AIR

Group 1	\$ 55.40	UNDERPINNING WORK AND BORING CREW
Group 2	\$ 52.93	
Group 3	\$ 42.45	
FREE AIR		
Group 1	\$ 46.00	
Group 2	\$ 45.00	
Group 3	\$ 42.45	
LABORER		
Group 1	\$ 33.05	
Group 2	\$ 35.75	
Group 3	\$ 36.50	
Group 4	\$ 29.00	
Group 5	\$ 37.50	

OPEN AIR CAISSON,

24.15
24.15
24.15

24.15
24.15
24.15

24.05
24.85
24.85
24.85
24.85

Bottom Man	\$ 41.50	24.15
Top Man & Laborer.....	\$ 35.60	24.15
TEST BORING		
Driller	\$ 41.95	24.15
Laborer	\$ 41.95	24.15

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the "HOT" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the "HOT" zone

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the "HOT" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the "HOT" zone

PAIN0011-005 06/01/2023

Rates	Fringes
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PAINTER

Brush and Roller.....\$ 37.62	22.85
Epoxy, Tanks, Towers, Swing Stage & Structural	
Steel.....\$ 39.62	22.85
Spray, Sand & Water	
Blasting.....\$ 40.62	22.85
Taper.....\$ 38.37	22.85
Wall Coverer.....\$ 38.12	22.85

PAIN0011-006 06/01/2022

Rates	Fringes
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GLAZIER.....\$ 40.78	23.40
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FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2023

Rates	Fringes
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Painter (Bridge Work).....\$ 56.25	23.45
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PAIN0035-008 06/01/2011

Rates	Fringes
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Sign Painter.....\$ 24.79	13.72
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PLAS0040-001 01/01/2024

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 43.00	29.10

FOOTNOTE: Cement Mason: Work on free swinging scaffolds under

3 planks width and which is 20 or more feet above ground and any offset structure: \$.30 per hour additional.

PLAS0040-002 01/01/2024

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.45	25.30

PLAS0040-003 01/01/2024

	Rates	Fringes
PLASTERER	\$ 43.65	29.43

PLUM0051-002 08/28/2023

	Rates	Fringes
Plumbers and Pipefitters	\$ 50.59	32.75

ROOF0033-004 12/01/2023

	Rates	Fringes
ROOFER	\$ 43.80	30.31

SFRI0669-001 04/01/2024

	Rates	Fringes
SPRINKLER FITTER	\$ 49.98	32.85

SHEE0017-002 01/01/2024

	Rates	Fringes
Sheet Metal Worker	\$ 42.09	36.36

* TEAM0251-001 05/01/2024

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	\$ 30.71	36.9125+A+B
GROUP 2	\$ 30.86	36.9125+A+B
GROUP 3	\$ 30.91	36.9125+A+B
GROUP 4	\$ 30.96	36.9125+A+B
GROUP 5	\$ 31.06	36.9125+A+B
GROUP 6	\$ 31.46	36.9125+A+B
GROUP 7	\$ 31.66	36.9125+A+B
GROUP 8	\$ 31.16	36.9125+A+B
GROUP 9	\$ 31.41	36.9125+A+B
GROUP 10	\$ 31.21	36.9125+A+B

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars (\$500.00)

All drivers working on a defined hazard material job site

shall be paid a premium of \$2.00 per hour over applicable rate.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CSA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. § 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, **N.W.**
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, **N.W.**
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, **N.W.**
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

APPENDIX I

FORM OF BID
CONSTRUCTION SERVICES FOR
246 PRAIRIE AVENUE PROJECT
P R O V I D E N C E , R H O D E I S L A N D

IN RESPONSE TO REQUEST FOR PROPOSALS
FOR CONSTRUCTION SERVICES RELATED TO
THE 246 PRAIRIE AVENUE PROJECT

DATE:

TO: PROVIDENCE REDEVELOPMENT AGENCY c/o
Joseph I. Mulligan, III, Executive Director
444 Westminister Street, Suite 3A
Providence, RI 02903

PROJECT: 246 Prairie Avenue,

Providence, RI

SUBMITTED BY:

The undersigned, having familiarized (himself) (herself) (themselves) (itself) with existing conditions at the CONSTRUCTION SERVICES FOR 246 PRAIRIE AVENUE PROJECT site affecting the cost of work, and with the Contract Documents (which includes the Invitation for Bids, Instructions to Bidders, Form of Bid, Form of Bid Bond, Form of Agreement, Form of Non-Collusive Affidavit, Addenda (if any), Drawings, Technical Specifications, Surety Bond(s); as prepared by the Providence Redevelopment Agency, and on file in the office of the Providence Redevelopment Agency at 444 Westminister Street, Suite 3A, Providence, RI 02903, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and to perform and complete all required work for the CONSTRUCTION SERVICES FOR 246 PRAIRIE AVENUE PROJECT and such other required and incidental work, complete, all in accordance with the above listed documents and for the unit prices for work in- place for the following items and quantities.

Total of Bid - For the sum of: \$ _____
_____ Dollars

In submitting this Bid, the Bidder understands that the right is reserved by the Providence Redevelopment Agency to reject any and all Bids. If written notice of acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him/her for signature.

Security in the sum of _____ Dollars
(\$ _____), in the form of _____ is
submitted herewith in accordance with the Instructions to Bidders.

Alternates:

Add Alternate No. 1:

Base Bid Item: PER PLANS - Provide

Alternate No. 1 Bid Item: Provide alternate pricing for substitution of Davis Bacon – Prevailing Wages

Add Alternate # 1 –Prevailing Wages:

\$ _____00/100

_____ Dollars

Alternate No. 2:

Base Bid Item: PER PLANS –

Alternate No. 2 Bid Item:

Deduct Alternate # 2 –:

\$ _____00/100

_____ Dollars

Alternate No. 3:

Base Bid Item:

Alternate No. 3 Bid Item:

Deduct Alternate # 3 –:

\$ _____00/100

_____ Dollars

Add Alternate No. 4:

Base Bid Item:

Alternate No. 4 Bid Item: Provide Add Alternate

Add Alternate # 4 –:

\$ _____00/100

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this Bid or any Bids for the Contract for which this Bid is submitted. Also attached is a Statement of Bidder's Qualifications. The Bidder is prepared to submit a financial and experience statement upon request.

If applicable unit prices are contained in the Agreement (established as the result of either a Unit Price, the Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%).

Bidder Signature and Acknowledgement of Addenda:

DATE _____, 20 ____

Official Address:

Name of Bidder (Firm):

By _____
(Signature)

Title _____

Bidder shall indicate, in space provided, the earliest possible Project Start-up Date:

_____, 20 ____

APPENDIX J

GENERAL CONDITIONS
CONSTRUCTION SERVICES FOR
246 PRAIRIE AVENUE PROJECT
P R O V I D E N C E , R H O D E I S L A N D

100. BRIEF SCOPE OF WORK

This project entails the development of a 1700 SF (GROSS) visitor center and gateway canopy structure to a 32,000 SF recreational plaza a This project entails the hazardous materials abatement and disposal, and demolition of a 41,640 SF building on 200,140 SF lot. The Project's scope of work includes, but is not limited to hazardous materials abatement, demolition of the existing commercial building, legal disposal of hazardous and other unsuitable materials, site clean-up and preparation to obtain a uniform graded and clean site ready for a development partner.

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms defined:

- A. The term "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS form a part thereof.
- B. The terms "Local Public Agency" and "LPA" mean the PROVIDENCE REDEVELOPMENT AGENCY - CITY OF PROVIDENCE which is authorized to undertake this Contract.
- C. The term "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this Contract.
- D. The term "Project Area" means the site of the CONSTRUCTION SERVICES FOR 246 PRAIRIE AVENUE PROJECT within the City of Providence which are the specified Contract limits of the improvements contemplated to be constructed in whole or in part under this Contract. The Project Area shall be considered the City of Providence boundaries.
- E. The term "Local Government" means the City of Providence, a municipal corporation, in City of Providence, Rhode Island, within which the Project Area is situated.
- F. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda, (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, General Contract Provisions, Technical Specifications, and Drawings.
- G. The term "Drawings" means the drawings found attached to the Scope of Work.
- H. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- I. The term "Addendum" or "Addenda" means any and all appendices found or referenced in the Contract and or the request for proposals upon which submissions are proposed.
- J. Wherever in the specifications or upon the contract drawings the words directed, required, permitted, ordered instructed, designated, considered necessary, or words of like import are used, it shall be understood that the direction, requirement, permission, order, instructions, designation or decision of the Engineer is intended; where as shown, as indicated, as detailed or words of similar import are used, it shall be understood that reference to the drawings accompanying these specifications is made unless otherwise stated; and similarly the words approved, acceptable, satisfactory, or words of like import shall mean approved by, or acceptable, or satisfactory to the Engineer. As used herein "provided" shall be understood to mean "provided complete in place", that is "furnished and installed complete".

102. SUPERINTENDENCE BY CONTRACTOR

- A. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- B. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Local Public Agency. (See Non-Collusion Affidavit for Subcontractor in Bidding Documents section)
- B. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.
- C. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in the Site Preparation.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.

104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractor, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connections therewith.

107. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month. Every two weeks, the Contractor shall update and submit the progress schedules for review by the City. Failure to maintain the progress schedule will be cause to withhold payments due to the Contractor.

108. COMPENSATION AND PAYMENTS TO CONTRACTOR

Compensation:

- A. The Local Public Agency will pay and the Contractor shall receive as full compensation for everything furnished and done by the Contractor under this contract, including all work required but not specifically included in any items herein mentioned, and also for all loss or damage arising out of the nature of the work

aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for assuming all duties and liabilities required herein, and for well and faithfully completing the work, and the whole thereof, and herein provided, the unit prices and lump sum prices set opposite the respective items in the accepted bid form herein contained and payment for extra work as herein provided.

- B. Unit prices shall be based on a schedule dividing the project into component parts, together with a quantity and price for each part such that the sum of the product prices and quantities will equal the Base Bid total. A final schedule shall be submitted by the Contractor for the approval of the Local Public Agency before the first estimate becomes due.
- C. The amount of the contract (accepted bid prices) listed in the bid is based on the estimated quantities and the unit and/or lump sum bid prices as set forth in the bid. It is understood and agreed that the Contractor will accept as payment the actual measured quantities at the unit and/or lump sum bid prices as set forth in the accepted bid.
- D. The estimated quantities given in the bid (proposal) for the various items of work are given for the purpose of comparing proposals offered for the work under this contract and if it is found in the performance of the contract work that any or all of the said estimated quantities are not even approximately correct, the Contractor shall have no claim for anticipated profits, or for loss of profits or for increase in prices as listed in the accepted bid because of the difference between the quantities of the various items of work actually done and the estimated quantities stated in the accepted bid (proposal) except as provided for in Section 109 hereof.
- E. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to protect, execute, complete and deliver the work within the specified time.
- F. Any work necessary to be performed after regular working hours, on Saturdays, Sundays and legal holidays, shall be performed by the Contractor without additional expense to the Local Public Agency.

Partial Payments:

- A. The Contractor shall prepare his requisition for partial payment monthly, at a date to be specified by the Local Public Agency, and submit it, with the required number of copies to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the actual quantities of work completed and on the unit prices contained in the agreement. For lump sum items the value of the work completed to date will be based on the actual amount of the work done and the schedule required to be submitted by the Contractor in paragraph 108-1.b. above. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- B. Monthly or partial payments made by the Local Public Agency to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency.

THE LOCAL PUBLIC AGENCY, PRIOR TO MAKING EACH PAYMENT TO THE CONTRACTOR, may require the Contractor to furnish releases or receipts from any or all persons / firms performing work and supplying material or services to the Contractor, or any subcontractor, if this is deemed necessary to protect its interest. Additionally, the Contractor may be required to submit certified payrolls for any and all employees, including subcontractors.

Final Payment:

- A. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his contract, other than such claims, if any as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.
- B. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no wise impair the obligations of any surety or sureties furnished under this Contract.

- C. Withholding of any amount due the Local Public Agency under Section 403, entitled "Liquidated Damages", under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

Withholding Payments:

The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall in no wise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

Payments Subject to Submission of Materials Certificates and Materials Testing:

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors. Materials and associated bid items found to be deficient by the Owner will not be paid until defective materials have been replaced.

Payments Subject to Reporting Requirements:

Each payment to the Contractor by the Local Public Agency (LPA) shall be made after satisfactory reporting is submitted for federal and state requirements and any other reporting as stated at the pre-construction meeting or not stated but required by LPA by any funders or regulatory authority. Payment to the Contractor by the LPA is also contingent upon receipt of updated and accurate project construction schedules.

Payments Subject to Certified Payroll Requirements:

Complete and executed certified payroll statements are required to be submitted with all invoice requests. Failure to do so will result in non-payment until certified payrolls are received.

Payments Subject to Progress Schedule

Each payment to the Contractor by the Local Public Agency shall be made subject to submission of a current, accurate and reasonable progress schedule. Failure to do so will result in non-payment until a progress schedule is received and accepted.

109. **CHANGES IN THE WORK**

- A. The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidation of the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- C. If applicable unit prices are contained in the Contract (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the Contract Documents.
- D. If applicable unit prices are not contained in the Contract or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
- (1) If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and
 - (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis, defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a

specified limit.

- E. Each change order shall include in its final form:
 - (1) A detailed description of the change in the work.
 - (2) The Contractor's proposal (if any) or a conformed copy thereof.
 - (3) A definite statement as to the resulting change in the contract price and/or time.
 - (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

110. CLAIMS FOR EXTRA COST

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.
- D. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 hereof.

111. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

- A. Termination of Contract: If the Contractor or any of his subcontractors refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Drawings, or violates any other Provisions of this Contract, the Local Public Agency, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Local Public Agency may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Public Agency for any additional cost incurred by the Local Public Agency in its completion of the work and they shall also be liable to the Local Public Agency for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Local Public Agency may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefor.
- B. Liquidated Damages for Delays: If the work is not completed within the time stipulated in the SPECIAL CONDITIONS, Section 402, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Local Public Agency as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in SPECIAL CONDITIONS, Section 403, and the Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.
- C. Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
 - (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 - (2) To any acts of the Local Public Agency;
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restriction, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 - (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "C". Provided, however, that the Contractor promptly notify the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Local Public Agency shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

- A. All disputes arising under this contract or its interpretation except those disputes covered by U.S. EDA Contracting Provisions for Construction Projects, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.
- B. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- C. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared so that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly a schedule, fixing the dates at which special detail drawings will be required, such drawings if any, to be furnished by the Engineer in accordance with said schedule, and a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

116. SHOP DRAWINGS

- A. The Contractor shall submit promptly to the Design Engineer three (3) copies of each shop drawing, machinery or equipment details, layout drawings, or setting drawing, etc., prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Design Engineer and the return one (1) thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Design Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications, unless he notifies the Design Engineer in writing of any deviations at

the time he furnishes such drawings.

- B. Shop drawings of all fabricated work shall be submitted to the Design Engineer for approval and no work shall be fabricated by the Contractor save at his own risk until approval has been given.
- C. The Contractor shall submit all shop and setting drawings and dates sufficiently in advance of requirements to enable the Design Engineer ample time for checking same, including time for correction, resubmission and recheck if necessary, and no claim for delay will be granted the Contractor by reason of his failure in this respect.
- D. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract documents because of standard shop practice or other reason, the Contractor shall make specified mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract documents even though such shop drawings have been approved.
- E. Where shop drawings are submitted by the Contractor that indicate a departure from the contract which the Design Engineer deems to be a minor adjustment in his interest and not involving a change in the contract price or extension of time, the Design Engineer may approve the drawings by the approval will contain, in substance, the following:
 - The modification shown on the attached drawings is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the contract and surety bond or bonds.
- F. The approval of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the contract nor shall it relieve him of the responsibility for any error which may exist.
- G. The Contractor agrees to hold the Design Engineer and the Local Public Agency harmless and defend them against damages or claims for damages arising out of injury to others or property of third persons which result from errors on shop, working or setting drawings whether or not the same have been approved by the Design Engineer and/or the Local Public Agency.

117. MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality. Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the opinion of the Engineer. It shall not be purchased or installed without his written approval. In all cases, new material shall be used in the project. If two or more brands, makes or material, devices or equipment are shown or specified, each should be regarded as the approved equal of the other. Any other brand, make of material, device or equipment, which in the opinion of the Engineer or his authorized agent, is the recognized approved equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted.
- B. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 hereof).
- C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof any amendment or supplement thereto in effect on the date of the invitation for Bids, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- E. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate.

118. SAMPLES, CERTIFICATIONS AND TESTS

- A. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents, or required by the Engineer, promptly after award of the contract and acceptance of the

Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- B. Approval of any materials shall be general only, and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with the contract documents after actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- C. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer or testing agency, however, the Contractor shall cooperate with and assist the Engineer or testing agency in the taking of samples on the project where the taking of samples is deemed necessary by the Engineer.
 - (2) The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;
 - (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - (4) All other expenses for testing of materials will be paid for by the Local Public Agency.
- D. Testing and inspection of the various materials, equipment, or articles, etc., heretofore mentioned shall be performed by testing agency or agencies selected by the Local Public Agency.
- E. Payments to the testing agency or agencies shall be paid for by the Local Public Agency.

119. PERMITS AND LICENSES

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, standard requirements, and codes of the Local Government. All construction work and/or utility installation shall comply with all applicable ordinances, standard requirements, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances, standard requirements and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances, standard requirements, or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances, standard requirements, or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated prices. Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance, standard requirement, or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.
- B. The Contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- C. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

120. CARE OF WORK

- A. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.
- B. The Contractor shall provide at his own expense sufficient competent watchmen, both day and night, including Saturday, Sundays, and holidays, from the time the work is commenced until final completion and

acceptance.

- C. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the General Conditions, Section 109.
- D. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- E. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION AND JOB SAFETY

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonable necessary. Further, the Contractor shall comply, and shall cause all subcontractors to comply with all applicable provisions of the U.S. Department of Labor "Williams-Steiger Occupational Safety and Health Act of 1970."
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.
- C. The Contractor shall indemnify and save harmless the Local Public Agency and the Engineer from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

Sanitary facilities shall not be placed in the Public Right-of-Way.

123. USE OF PREMISES

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.
- B. The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.
- C. The Contractor is not permitted to store equipment or stockpiles in the Public Right-of-Way.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work and put the whole site to the work and public rights-of-way in a neat and clean condition. No trash burning will be permitted on the site of the work. The Contractor shall obey all Local Public Agency and existing State and local

regulations.

125. INSPECTION

- A. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.
- B. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof.) All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- C. The Contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency. Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15% of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- D. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- E. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

126. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representatives and agents and the Representative for the Secretary shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

127. FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government.

128. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor, at his own expense. Rejected material shall

immediately be removed from the site. If, in the opinion of the Owner and the Local Public Agency, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Local Public Agency shall be equitable. The Contractor shall be responsible for all costs associated with correction of work, including but not limited to police details, construction management/inspection, Traffic Engineering fees and materials testing.

129. INSURANCE

Unless otherwise stated in the request for proposals or elsewhere in the Contract Documents, Contractor shall maintain at least the following insurance limits:

- A. Workmen's Compensation Insurance: The Contractor shall provide adequate statutory WORKMEN'S COMPENSATION INSURANCE for all labor employed on the project who may come within the protection of such laws and shall provide, where practicable, Employers' General Liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the Local Public Agency shall be given. Said insurance shall be written with such company as may be acceptable to the Local Public Agency and the policy shall be submitted to the Local Public Agency for examination. Satisfactory certificates of said insurance shall be filed with the Engineer for the Local Public Agency in QUADRUPPLICATE prior to the commencement of operations by the Contractor. The Contractor will be charged with the responsibility for proper and adequate Workmen's Compensation coverage for all his subcontract operations and in the event the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Local Public Agency covering each and every subcontractor shall be filed with the Local Public Agency prior to the commencement of such subcontract operations.
- B. Contractor's Comprehensive General Public Liability and Property Damage Liability Insurances:
 - (1) The Contractor shall carry Comprehensive General Liability insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damage arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Contractor's Comprehensive Property Liability insurance providing for a limit of Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.
 - (2) The insurance shall be placed with such company as may be acceptable to the Local Public Agency. The policy shall be submitted to the Local Public Agency through the Engineer for examination and satisfactory certificates of said insurance shall be filed with the Local Public Agency in QUADRUPPLICATE prior to the commencement of operations by the Contractor. The Contractor will be charged with the responsibility for similar Public Liability protection for all his subcontract operations, and in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Local Public Agency covering each and every subcontractor shall be filed with the Engineer prior to the commencement of such contract operations.
 - (3) Insurance covering special hazards: Special hazards shall be covered by rider or riders to the Public Liability and Property Damage insurance policy or policies hereinabove required to be furnished by the Contractor or by separate policies of insurance. The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.
 - a. Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to excavation (including borrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding or any structural support thereof.
 - b. Property Damage Liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
 - c. Property Damage Liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.
 - (4) Indemnification Clause:
 - a. The Contractor will indemnify and hold harmless the Local Public Agency, and their agents and employees from and against all claims damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury,

sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

- b. In any and all claims against the Local Public Agency, or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or Indirectly employed by any of them or anyone for whose acts any of them may be held liable, the indemnification obligation under Paragraph 129 INSURANCE, Subparagraph b(4)A, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
 - c. The obligation of the Contractor under Paragraph 129 INSURANCE, Subparagraph b(4)A, shall not extend to the liability of the Local Public Agency, the their agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the Local Public Agency, their agents or employees provided such giving or failure to give is the primary cause of injury or damage.
- C. Comprehensive Automobile Liability and Property Damage Insurance: The Contractor shall carry Comprehensive Automobile Liability insurance covering all owned vehicles, hired vehicles or non-owned vehicles in the amount of Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident and Property Damage coverage in the amount of Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property.
- D. Owner's Protective Liability and Property Damage: The Contractor shall provide the Local Public Agency through the Engineer an insurance policy written in the name of the Local Public Agency and extended to include the interests of the Local Public Agency and protect the Local Public Agency from any liability which might be incurred against them as a result of any operation of the Contractor or his subcontractors or their employees. Such insurance shall provide for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.
- E. Other Data: In the event the form of any policy or certificate or the amount of the insurance of the companies writing same are not satisfactory to the Local Public Agency and the Engineer, the Contractor shall secure other policies or certificates in form and amount and with companies satisfactory to the Local Public Agency. The Contractor shall not cause policies to be canceled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability or amount of insurance until notice has been sent by registered mail to the Local Public Agency and Engineer stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurer, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause. All policies and certificates in QUADRUPLICATE by approved successful bidder shall be delivered to the Local Public Agency through the Engineer before any preparation of the construction contracts.

If any part of the work is sublet, similar insurance shall be provided by and on behalf of the subcontractors to cover their operations and in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on Policies by companies that may be acceptable to the Local Public Agency covering each and every subcontractor shall be filed with the Engineer prior to the preparation of any construction contracts and prior to the commencement of contract operations.

All the insurance specified in this contract shall be provided at no additional expense to the Local Public Agency. The Local Public Agency and the City of Providence shall be named insureds on all certificates of insurance and the Local Public Agency shall be a holder of the certificate.

- F. The Contractor shall be responsible for the proper and adequate insurance coverage for all his subcontract operations. It is his responsibility to receive certificates covering all subcontract operations from his subcontractors before such operations are begun. Failure to comply with this provision shall render the Contractor liable for any loss incurred.

130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvement and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 24 months from the date of final acceptance of the work. Final acceptance shall be defined as the date in which all outstanding punch list items are completed and when all work items identified during the final inspection are completed The Local Public Agency will give notice of defective materials and work with reasonable promptness.

133. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

- A. That he is financially solvent and that he is experienced and competent to perform the type of work or furnish the plant, material, supplies, or equipment to be performed or furnished by him; and
- B. That he is familiar with all Federal, State, municipal and department laws, ordinances, orders and regulations which may in any way effect the work of those employed therein, including but not limited to any special, acts relating to the work or to the project of which it is a part; and
- C. That such temporary and permanent work required by the contract documents to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property; and
- D. That he has carefully examined the drawings, specifications and addendum (or addenda), if any, and the site of the work, and that from his own investigation he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other materials which may in any way affect the work or its performance.

134. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor shall, and shall cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather at no additional cost to the Local Public Agency. If, in the opinion of the Engineer, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, or otherwise damaged by the negligence of the Contractor, subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor. Special attention shall be given to the winter shutdown period. All temporary patching to make the roads passable or to keep driveways open and safe, shall be done at no additional cost to the DEPARTMENT of PUBLIC WORKS.

135. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the bid (proposal), they are given for use in comparing bids and the right is especially reserved by the Local Public Agency to increase or diminish them as may be deemed reasonably necessary or desirable by the Local Public Agency, and such increase or diminution shall in no way vitiate claims or liability for damages except as provided for in Section 109 hereof.

136. [RESERVED]

137. PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of such subcontractors interest therein.

138. NOTICE AND SERVICE THEREOF

- A. The service of any notice, letter or other communication shall be deemed to have been made to one of the contracting parties on the other party to the contract when such letter, notice or other communication has been delivered to the legal office address of the addressee, by a duly authorized representative of the address or in person, or when such notice, letter or other communication has been deposited in any regularly maintained mailbox of the United States Postal Service in a properly addressed, postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or mailing.
- B. The address of the Contractor noted in his bid (proposal) and/or the address of his field office on or near the site of the work hereunder shall be considered as his legal address for the purposes as above set forth.

139. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

140. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Local Public Agency a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Local Public Agency to indemnify him against any liens. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Local Public Agency all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

THE LOCAL PUBLIC AGENCY, PRIOR TO MAKING EACH PAYMENT TO THE CONTRACTOR, may require the Contractor to furnish releases or receipts from any or all persons / firms performing work and supplying material or services to the Contractor, or any subcontractor, if deemed necessary to protect its interest.

141. CONTRACTOR'S OBLIGATIONS

- A. The Contractor shall and will in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of

the contract specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Local Public Agency.

- B. The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage of whatever nature resulting from the work or resulting to persons, property or the work during its progress, from whatever cause, shall be the responsibility of and shall be borne and sustained by the Contractor. The Contractor shall hold the Engineer, the Local Public Agency or their agents harmless and defend and indemnify the Engineer and the Local Public Agency or their agents against damages or claims for damages due to injuries to persons or to property arising out of the execution of the work and for damages to materials furnished for the work, infringement of inventions, patents and patent rights used in doing the work, or damages arising out of the use of any improper materials, equipment, or labor used in the work, and for any act, omission or neglect of the Contractor, his agents, employees and his subcontractors therein. He shall bear all losses resulting to him including but not limited to losses sustained on account of character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work done being different from what was estimated or indicated, or on account of the weather, elements or other causes.

142. ENGINEER'S AUTHORITY

The Engineer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question. The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the +Local Public Agency shall be adjusted and determined by the Engineer.

143. ALL WORK SUBJECT TO CONTROL BY ENGINEER

- A. In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer or his designee, and shall perform all work to the satisfaction of the Engineer, and at such time and places, by such methods and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work. The Engineer shall interpret the drawings, specifications, contract, all other documents and the extra work orders. The Engineer shall also decide all other questions in connection with the work. The Contractor shall employ no plant, equipment, materials, methods or men to which the Engineer objects and shall remove no plant, materials, equipment or other facilities from the site of the work without the Engineer's permission. Upon request, the Engineer will confirm in writing any oral order, direction, requirement or determination.
- B. Inspectors shall be authorized to inspect all work done and material furnished. Such inspection may extend to all or any part of the work, and to the preparation or manufacture of the materials to be used. The presence or absence of an inspector shall not relieve the Contractor from any requirements of the Contract. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirement of these specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the drawings and specifications. The Inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no wise be construed as binding the Local Public Agency or the Engineer in any way nor releasing the Contractor from the fulfillment of the terms of the contract.

144. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. Except the Contractor's executed set, all drawings and specifications are the property of the Local Public Agency. The Local Public Agency will furnish the Contractor without charge three (3) sets of the drawings and specifications. Additional sets will be furnished upon request at a cost as determined by the Local Public Agency. Such drawings and specifications are not to be used on other work and those sets in usable condition shall be returned to the Local Public Agency upon request at the completion or cessation of the work or termination of the contract.
- B. The Contractor shall keep at the site of the work one copy of the drawings and specifications, and shall at all times give the Local Public Agency and the Engineer and their representatives access thereto. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the

drawings, shall have the same effect as if shown or mentioned in both. In case of any conflict or inconsistency between the drawings and specifications, the specifications shall take precedence. Any discrepancy in the figures and the drawings shall be immediately submitted by the Contractor to the Engineer for decision and the decision thereon by the Engineer shall be final. In case of differences between small and large scale drawings, the larger scale drawings shall take precedence.

145. ENGINEER'S CONTROL NOT LIMITED

The enumeration in this contract of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control or in which work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be so governed and performed.

146. CONTRACT AND CONTRACT DOCUMENTS

The Drawings, the Specifications and Addendum (or Addenda), the Advertisement, the Information for and Notice To Bidders, and the Bid (Proposal) as accepted by the Owner as evidenced by the City's Notice to Award to the Contractor, which Notice is made a part of this Contract. Special Provisions, and the General Provisions shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal references to various provisions of the Contract Documents are in no way to affect, limit or cast light on the interpretation of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the enumerated Drawings, Special Provisions, General Provisions, the Technical Specifications, the Advertisement, the enumerated Addendum (or Addenda), Information for Bidders, the Bid (Proposal) as accepted by the City. The City shall interpret his own requirements. In case of any conflict or inconsistency between the provisions or this signed portion of the Contract and those of the Specifications, the provisions of this signed portion of the Contract shall govern.

147. DRAWINGS:

Drawings are contained in Appendix D entitled "Scope of Work".

148. COOPERATION WITH UTILITIES

The Contractor shall arrange and cooperate with the various utility corporations or other parties interested in connection with the relocation and maintenance of all public fixtures when necessary and appurtenances or service connections within or adjacent to the limits of construction, as directed by the Engineer.

The Contractor will be responsible for any damage done to any utility poles or lines, curbing, basins, hydrants, water and sewer lines, conduits and other accessories and appurtenances of a similar nature which are fixed or controlled by the City Public Utility Company or Corporation. He shall perform any carry out his work in such a manner as not to interfere with or damage fixtures mentioned herein, or as shown on the Plans or discovered during construction.

149. MAINTENANCE OF FIRE LANES

Fire lanes designated by the Bureau of Police and Fire must be accessible at all times for firefighting equipment, other emergency apparatus and traffic crossing.

150. "OR APPROVED EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the Drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Engineer's and City's opinion. It shall not be purchased or installed without the Owner's written approval. In all cases new material shall be used on the project.

151. REPORTS, RECORDS AND DATA

The Contractor and each of his subcontractors shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Engineer may request concerning work performed or to be performed under this Contract.

152. CONFLICTING CONDITIONS

Any and all terms or provisions in conflict with or inconsistent with the federal and state contracting laws which the Project's funding is subject to ("Controlling Provisions") shall be subject to said Controlling Provisions. In case the Controlling Provisions are silent as to any particular issue resulting from further conflicting or inconsistent provisions, the General Contract Provisions contained in Appendix J shall control.

153. SAFETY AND HEALTH REGULATIONS

These construction documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal law(s), including but not limited to the latest amendments of the following:

- A. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;
- B. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- C. Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

154. PROTECTION OF LIVES AND HEALTH

In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Incorporated, and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this Contract.

The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

The Contractor shall be solely responsible for the acts and omissions of his agents, employees and his subcontractors and their agents and employees and shall hold the Engineers and the Owner harmless and defend the injuries to others or property of others which result from said acts or omissions.

155. CONTRACTOR TO LAY OUT HIS OWN WORK

The LPA will establish such general reference points as in its judgement will enable the Contractor to proceed with the work. The Contractor, at his own expense, shall provide all materials and equipment and such qualified helpers as the LPA may require for setting the general reference points and shall protect and preserve all stakes, benches and other markers used to identify the reference points. The Contractor shall lay out all the contract work from the above and shall be responsible for the accuracy of all lines, grades and measurements, conforming to the American's with Disabilities Act. In the event the general reference points established by the LPA are subsequently damaged or destroyed by the Contractor, the reference points will be reestablished by the LPA at the Contractor's expense.

156. SUBSURFACE DATA

The Contractor shall be aware that some buildings in the City have basements and/or utility vaults under the sidewalks. The Contractor shall be solely responsible to verify the presence of building/utility vaults and use extreme care when working within or adjacent to sidewalks in front of buildings that may contain vaults. Any basement or utility vaults damaged by the Contractor while carrying out this Contract shall be repaired by the Contractor to the satisfaction of the Engineer at no additional charge to the LPA. The Contractor is solely responsible for the investigation of subsurface basement vaults.

Pavement cores have been obtained by the Design Engineer. The core logs are included in the Contract Documents with their locations shown on the plans.

SPECIAL CONDITIONS
CONSTRUCTION SERVICES FOR
246 PRAIRIE AVENUE PROJECT
P R O V I D E N C E , R H O D E I S L A N D

401. PROJECT AREA

The Project Area for CONSTRUCTION SERVICES FOR 246 PRAIRIE AVENUE PROJECT is within the City of Providence, County of Providence, State of Rhode Island.

402. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Local Public Agency in the Notice to Proceed to the Contractor and shall be fully completed, including all punchlist items by January 31, 2025.

403. LIQUIDATED DAMAGES

Liquidated damages shall be as set forth in the General Contract Provisions in Appendix J to the Request for Proposals.

404. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in the Contract for Site Preparation complete in every respect within the specified time.

405. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency (LPA)), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Local Public Agency shall unless otherwise specified in writing to the Contractor, be delivered to the Providence Redevelopment Agency, 444 Westminster Street, Suite 3A, Providence, Rhode Island 02903, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

406. [RESERVED]

407. JOB OFFICES

- A. The Contractor shall furnish and maintain during construction of the improvements embraced in this Contract, adequate facilities on the Project Area or adjacent thereto, for the use of the Local Public Agency and its Engineers, as follows:
1. The Contractor shall provide a suitable, weather tight building or trailer for a field office in a location in the vicinity of the project for use of the field engineering staff. The building or trailer shall be approximately 400 square feet in area and a suitable inside height. The Contractor shall install windows to provide sufficient light. The doors required to be locked shall be equipped with cylinder locks. The office shall be provided within 30 days after the award of the contract.
 2. The field office shall be divided into at least two rooms as directed by the Local Public Agency.
 3. Telephone service shall be provided in the principal office. The Local Public Agency and his representatives shall be allowed the use of the telephone for purposes relating to the project throughout the duration of the Contract without cost to the Engineer or the Local Public Agency. Artificial light, heat during cold weather maintained at a minimum temperature of 70 degrees F., screens, cabinets, shelves, lockers, tables, racks, chairs, storage compartments and any other items required to completely equip each office and room for the intended purpose shall be furnished.
 4. Toilet facilities are to include one bowl, one urinal and two washstands; all suitably enclosed and connected into the City water and sanitary systems and approved by the Local Public Agency and the City of Providence Water and Sanitary Departments, shall be provided.
 5. The cabinets and lockers shall be provided with locks. The furniture mentioned above or any other furniture or facilities required for each particular office and room, shall be furnished by the Contractor regardless of whether or not it is specified.
 6. The Contractor shall confer with the Local Public Agency and submit for approval, the proposed field office to be provided hereunder, before proceeding with the layout of the field office. A building constructed by the Contractor shall be of wood frame or acceptable equal, with walls, roof and ground floor insulated. As an alternate, the Contractor may supply field office trailers or trailers, providing substantially equivalent space and facilities.
 7. The field office shall be maintained by the Contractor for the duration of the construction period of the contract and for such additional time as may be required by the engineering force for a further period of time not exceeding 60 consecutive days thereafter, as may be required by the Local Public Agency. Such maintenance should include general watchman service during all periods work is not in progress at the site. The field office and all the furnishing and equipment shall then be the property of the Contractor. In case of a field office under rental by the Contractor, he shall be relieved of any further costs of rental, heating, lighting, telephone, service and maintenance.
 8. The cost of providing, furnishing and maintaining the field office together with all the facilities will not be paid for separately but shall be included in the price bid for the work under the Contract.
 9. The field office and furnishings will become the property of the Contractor and it shall be his responsibility to remove them from the site, clear and make the premises neat and presentable so the site will match the surrounding area.
 10. If the Contractor fails or neglects to provide all the specified items or work within the time specified, the Local Public Agency may purchase or secure the missing items or have work accomplished and the cost thereof shall be deducted from any money then or thereafter due the Contractor.
 11. In addition to the requirements for the Field Office specified above, the Contractor will be required to provide for the use of the Engineer the following: (a) An indoor-outdoor thermometer; (b) An air conditioner capable of maintaining a temperature of 72 F in the summertime; (c) A printing calculator capable of performing addition, subtraction, multiplication and division.
 12. The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Local Public Agency shall be consulted with regard to locations.
 13. Upon completion of the Improvements, or as directed by the Local Public Agency the Contractor shall remove all such temporary structures and facilities from the site, some to become his property, and leave the entire site of the work in the condition required by the Contract.

408. PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

- A. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- B. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

- C. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- D. The period of guarantee stipulated under GENERAL CONDITIONS, SECTION 132, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

409. WORK BY OTHERS

The Contractor will consult and cooperate with the utility companies to permit their work to proceed coincidentally with the work under this contract so as not to delay Completion of the project.

410. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor with an electronic storage device containing the Contract Documents, Plans, Drawings and Addenda without charge.

411. DISPOSAL OF SALVAGED MATERIALS

- A. All salvaged material such as granite curbing; manhole frames and covers; catch basin frames, grates, covers and traps; etc., not required to be installed in the work shall be removed and transported to the City of Providence, Department of Public Works storage yards located in the vicinity of 700 Allens Avenue, Providence, Rhode Island.
- B. All salvaged materials that are part of the existing water distribution system of the City of Providence Water Supply Board shall be removed and transported to the Water Supply Board Headquarters which are located at 552 Academy Avenue, Providence, Rhode Island.
- C. The above work shall be accomplished at no additional expense to the Local Public Agency, but the cost of the work shall be included in the submitted unit price for the applicable items of work.

The Contractor shall be responsible for arranging salvaged materials delivery and obtaining signed receipt(s) from responsible personnel at the above agencies listing material types and quantities salvaged and delivered. Copies of receipt(s) shall be provided said agencies and the Local Public Agency on the date of delivery.

412. AS-BUILT DRAWINGS

- A. The Contractor shall provide for the obtaining and recording of "as built" information as prescribed herein. No separate payment will be made for this work, but compensation, therefore, shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the Bid.
- B. The Contractor shall set aside a complete set of drawings expressly for the recording of "As-Built" information in the field. Required information shall be obtained and recorded daily by the Contractor.
- C. Once each month the Contractor shall transfer the "As-Built" information from the field prints to reproducible transparencies supplied by the Local Public Agency and two copies thereof shall be submitted with the monthly requisition for payment. These monthly submissions shall be certified each month by a Professional Engineer or Land Surveyor registered in the State of Rhode Island as to their accuracy and completeness.
- D. Payment requisitions will not be considered for approval unless complete "As-Built" information is submitted as required above.
- E. Minimum "As-Built" information shall be provided for the work as herein indicated, including but not limited to: (Requirements to be provided by agency prior to commencement of work).
- F. At the completion of the work and as a requirement precedent to the final payment, the Contractor shall submit to the Local Public Agency the set of reproducible transparencies upon which the "As-Built" information has been recorded and upon which has been affixed a certificate bearing the signature and registration seal of a Professional Engineer, registered in the State of Rhode Island, hired by or in the employ of the Contractor, attesting to the accuracy and completeness of the "As-Built" drawings.

413. PROVISION FOR FLOW OF PRESENT DRAINAGE

Provision for the flow of all sewers, drains and watercourses that are met or altered during construction shall be provided by the Contractor and all the connections shall be restored without extra charge. All offensive matter shall be removed immediately with such precautions as may be directed. If required, the Contractor shall install temporary bypass connections for surface or pipe drainage facilities to provide uninterrupted or continuous service during the work of construction.

414. WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS

The work, during its progress and at its completion, shall conform to the lines and grades shown on the drawings and to the directions given by the Design Engineer from time to time, subject to such modifications or additions as he shall determine to be necessary during the execution of the work; and in no case, will any work be paid for in excess of such requirements. The work shall also be accomplished in accordance with the date in these specifications.

415. CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES

The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Design Engineer, and shall notify the Design Engineer of all errors therein which he may discover by examining and checking them. The Contractor shall not take advantage of any error or omissions in these specifications, drawings or schedules. The Design Engineer will furnish all instructions should such errors or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified.

416. PROTECTION OF TREES

The Contractor shall take special care to preserve and protect from injury all trees and other plant material to remain along the lines of construction. No such trees or plant material shall be removed or cut down, trimmed or otherwise cut without permission from the Engineer. Failure to comply may result in a fine by the City Forester.

417. REMOVAL OF WATER AND PROTECTION FROM FLOODING

The Contractor shall construct and maintain, at no additional expense to the Local Public Agency, all pumps, drains, well points or any other facility for the control and collection of groundwater and/or surface water and provide all pumps and piping for the removal of water from the trenches and excavations so that all trenches and excavations may be kept, at all times, free from water and so that all construction work may be performed in the dry. Any damage resulting from the failure of the dewatering operations of the Contractor and any damage resulting from the failure of the Contractor to maintain the areas of all work in a suitable dry condition, shall be repaired by the Contractor as directed by the Engineer, at no additional expense to the Local Public Agency. The Contractor's pumping and dewatering operations shall be carried out in such a manner as to prevent damage to existing structures and utilities and the contract work, and so that no loss of ground will result from these operations. Precautions shall be taken to protect new and existing work from flooding during storms or from other causes. Pumping shall be continuous where directed by the Engineer, to protect the work and/or maintain satisfactory progress. All pipe lines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected. Water from the trenches, excavations and drainage operations shall be disposed of in such a manner as will neither cause public nuisance, nor cause injury to public health nor to public or private property nor to the work completed, nor to the work in progress. No extra payment will be made for the removal of water, protection from flooding, drainage work, diversion of existing water courses and such other work; but, compensation therefor shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the Bid.

418. HURRICANE PROTECTION

Should hurricane warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and other temporary work.

419. FIRST-AID TO INJURED

The Contractor shall keep in his office, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any employee injured on the work who may require the same.

420. CONFORMANCE WITH DIRECTIONS

The Design Engineer may make alterations in the line, grade, plan, form, dimensions or materials of the work, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a Unit Price, the Contractor shall have no claim for damages or for anticipated profits and the work that may thus be dispensed with. If they increase the quantity included in any such item, such increase shall be paid for at the stipulated price, but no such alteration shall increase shall be paid for at the stipulated price, but no such alteration shall be made without the consent of the City of Providence.

421. PROTECTION AGAINST HIGH WATER AND STORM

- A. The Contractor shall take all precautions to prevent damage to the work or equipment by high waters or by storms. The Engineer may prohibit the carrying out of any work at any time when, in his judgment, high waters or storm conditions are unfavorable or not suitable, or at any time, regardless of the weather, when proper precautions are not being taken to safeguard previously constructed work or work in progress.
- B. In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged work, as the Engineer may require, at no additional expense to the Local Public Agency.

422. SEQUENCE OF WORK

The Contractor shall be required to prosecute his work in accordance with a schedule prepared by him in advance in accordance with additional requirements specified herein and approved by the Engineer. This schedule shall state the methods and shall forecast the times for doing each portion of the work. Before beginning any portion of the work, the Contractor shall give the Engineer advance notice and ample time for making the necessary preparations.

423. COMPETENT HELP TO BE EMPLOYED

The Contractor shall employ experienced foremen, craftsmen and other workmen competent in the work in, which they are to be engaged, and whenever the Engineer shall notify the Contractor in writing that any person employed on the project is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of this contract, such person shall be discharged from the project and shall not be again employed on it.

424. STREETS AND SIDEWALKS TO BE KEPT OPEN

- A. The Contractor shall at all times keep the streets, highways, roads, private walks and sidewalks in which he may be at work, open for pedestrian and vehicular traffic at his own expense, unless otherwise authorized by the Engineer in writing. If, in the opinion of the Engineer, the interest of abutters and public requires it, the Contractor shall bridge or construct plank crossings over the trenches at street crossings, roads, or private ways, or provide such temporary means of crossing and guarding as shall be acceptable to the Engineer. The Contractor shall conduct his work for this objective in such manner as the Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. The closing of any traffic lanes shall be done only with the approval of the Providence Traffic Engineering Department.
- B. The Contractor shall provide at his own expense, all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus.

425. LIGHTS, BARRIERS, WATCHMEN AND INDEMNITY

- A. The Contractor shall put up and maintain such barriers, lighting and warning lights, danger warning signals and signs that will prevent accidents during the construction work and protect the work and insure the safety of personnel and the public at all times and places, and the Contractor shall indemnify and protect the Local Public Agency and the Engineer in every respect from any injury or damage whatsoever caused by any act or neglect of the Contractor or his subcontractors, or their servants or agents.
- B. In addition to the above, when and as needed, or when required by the Engineer, the Contractor shall post signs and employ watchmen for excluding at all times unauthorized persons from the work, for which the Contractor will not be paid additional compensation.
- C. The Contractor shall be responsible for excluding at all times from lands within easement areas, all persons not directly connected with the work or authorized by the Local Public Agency to be in the work areas.

426. TRAFFIC CONTROL

- A. Approval of any street closure, lane closure, sidewalk closure or detour must be coordinated with City of Providence Traffic Engineer before it is put into operation. All proper Traffic Engineering permits must be approved prior to work starting.
- B. The Contractor shall make himself aware of all City regulations governing construction, and their effect on vehicular and pedestrian traffic.
- C. Whenever necessary, or whenever directed by the Engineer, the Contractor shall employ traffic control devices to insure a safe, orderly routing of traffic around or across the work. No separate payment shall be made for this work, but compensation, therefore, shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.
- D. Where deemed necessary by the Engineer, supplementary traffic control shall be provided by off-duty, City of Providence Police Officers.
- E. The Contractor shall request for use of off-duty, City of Providence Police Officers for supplementary traffic control in accordance with the unit price for this work submitted as part of the Bid. Invoices shall be billed directly to the Providence Redevelopment Agency. Police details and supplementary traffic control flagpersons MUST be coordinated and approved by the City's Design Engineer.
- F. The Contractor shall be solely responsible for the safe passage of traffic and shall indemnify and protect the Local Public Agency and the Design Engineer in every respect from any injury or damage whatsoever caused by any act or neglect of the Contractor or his subcontractors, or their servants or agents.

427. NIGHT WORK

- A. Night work, or work on Saturdays, Sundays and legal holidays may be required in order to perform certain construction operations without causing excessive interference with or disruption of traffic flow, water service, etc.
- B. All water work operations requiring the closing or shutdown of existing water service facilities will be conducted at those times as directed by the Engineer that will minimize the interference with, or disruption of service.
- C. All trenching, pipe laying, paving operations, etc., shall be conducted at times as directed by the Engineer that will minimize the interference with normal and emergency vehicular traffic flow.
- D. No work shall be scheduled by the Contractor on nights, Saturdays, Sundays or legal holidays unless directed or approved by the Director of Public Works. The Contractor will receive no extra payment for work at these times and compensation shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the Proposal.
- E. All necessary lighting, safety precautions, and other requirements for night, Saturday, Sunday and holiday work shall be provided at no extra cost to the Local Public Agency.

428. BUS LINE INTERFERENCE

Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation owning the same, and reasonable time shall be given to said corporation to arrange the schedule for operation of same, as may be necessary.

429. WORK IN COLD WEATHER

- A. The Engineer will determine when conditions are unfavorable for work and may order the work or any portion of it suspended whenever, in his opinion, the conditions are not such as will insure

first class work. In general, work shall be prosecuted throughout the year and the Contractor will be expected to keep work going and employment of labor as continuous as possible.

- B. All methods and materials used for concrete or masonry work in cold weather shall be subject to the approval of the Engineer. The Contractor shall take the necessary precautions to protect the work from damage and for removing ice and frost from materials, including heating the water, sand and coarse aggregate and for protecting the newly laid masonry. This protection shall also include the covering of work with tarpaulins and the heating by salamanders or steam pipes or other suitable method. The Contractor will receive no extra payment or any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid.
- C. In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.
- D. In the event that the project is shut down during the winter months, the Contractor will be required to install, maintain and remove such temporary materials as may be required to protect completed work and to provide safe vehicular and pedestrian access. No separate payment shall be made to the Contractor for such temporary materials and labor.

430. **BLASTING AND EXPLOSIVES**

- A. Blasting or use of explosives will not be permitted on this project.
- B. Rock, boulders, ledge, concrete foundations, etc., shall be removed by the use of pneumatic tools; drilling and splitting mechanically or by hand; or by other means not requiring the use of explosives.

431. **[RESERVED]**

432. **RESERVED MATERIALS**

- A. Materials found on the work suitable for any special use shall be reserved for that purpose without charge to the Local Public Agency.
- B. Where permitted, the Contractor may use in the various parts of the work, without charge to the local public agency, therefore, any materials taken from the excavations.

433. **DISPOSAL OF MATERIALS. ACCESS TO HYDRANTS AND GATES AND MATERIALS TRIMMED- UP FOR CONVENIENCE OF PUBLIC TRAVEL OR ADJOINING TENANTS**

The materials from the trench and excavations and those used in the construction of the work shall be deposited in such a manner so they will not endanger persons or the work, and so that free access may be had at any time to all hydrants and gates in the vicinity of the work. The materials shall be kept trimmed-up so as to be of as little inconvenience as possible to the public travel or the adjoining tenants. All excavated materials not approved for backfill and fill, all surplus material and all rock resulting from the excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional expense to the Local Public Agency.

434. **LENGTH OF TRENCH TO BE OPENED, MAINTAINING PREMISES FREE FROM OBSTRUCTIONS, CROSSOVERS, DIRECTIONAL SIGNS AND LIGHTS**

- A. The length of trench opened at any time from point where ground is being broken to completed backfill and also the amount of space in streets or public and private lands occupied by equipment, trench and supplies, shall not exceed the length or space considered reasonably necessary and expedient by the Engineer. In determining the length of open trench or spaces for equipment, materials, supplies and other necessities, the Engineer will consider the nature of the construction and equipment being used, inconvenience to the public or to private parties, possible dangers and other proper matters. All work must be constructed with a minimum of inconvenience and danger to the public and all other parties concerned.
- B. Whenever any trench obstructs pedestrian and vehicular traffic in or to any, public street, private driveway or property entrance, or on private property, the Contractor shall take such means as may

be necessary to maintain pedestrian and vehicular traffic and access. Until such time as the work may have attained sufficient strength to support backfill, or if for any other reason it is not expedient to backfill the trench immediately the Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or to the street, driveway or property in question as specified or directed.

- C. Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor.
- D. The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The Engineer may, at any time, order all equipment, materials, surplus from excavations, debris and all other materials lying outside that length of working space promptly removed and should the Contractor fail to remove such material within 24 hours after notice to remove the same, the Engineer may cause any part or all of such materials to be removed by such persons as he may employ, at the Contractor under the contract. In special cases, where public safety urgently demands it, the Engineer may cause such materials to be removed without prior notice.

435. INTERFERENCE WITH EXISTING STRUCTURES

- A. Whenever it may be necessary to cross or interfere with existing culverts, drains, sewers, water pipes or fixtures, guardrails, fences, gas pipes or fixtures, or other structures needing special care, due notice shall be given to the Engineer and to the various public and private agencies or individuals responsible for the utility or structure that is interfered with. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it, and any damage caused shall be thoroughly repaired. The entire work shall be the responsibility of the Contractor and the work shall be performed at no additional expense to the Local Public Agency.
- B. The Contractor shall be responsible for all broken mains or utilities encountered during the progress of the work and shall repair and be responsible for correcting all damages to existing utilities and structures at no additional expense to the Local Public Agency. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions encountered during the work, but the entire responsibility and expense shall be with the Contractor.
- C. All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the property owners and/or the Engineer at no additional expense to the Local Public Agency.

436. [RESERVED]

437. MATERIALS

All materials furnished and used in the completed work shall be new, of best quality workmanship and design and recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform with those standards adopted by the Local Public Agency. Preference in manufacture shall be given to adopted standards and the Contractor shall further familiarize himself with the requirements of the Local Public Agency when the occasion or choice of materials or supplies so demands.

438. DEFECTIVE MATERIALS, INSPECTION AND TESTING OF MATERIALS FURNISHED, SAMPLES AND ORDERING LISTS

- A. No materials shall be laid or used which are known, or may be found to be in any way defective. Any materials found to be defective at the site of the work or upon installation shall be replaced by the Contractor at his expense. Notice shall be given to the Engineer of any defective or imperfect material. Defective or unfit material found to have been laid shall be removed and replaced by the Contractor with sound and unobjectionable material without additional expense to the Local Public Agency.

The Contractor shall also be responsible to compensate the Local Public Agency, its Engineer, its Design Engineer, and police details for errors, defective work or damage caused by the Contractor. This will be done by direct invoice to the Contractor or monies deducted through invoices.

- B. All materials furnished by the Contractor are subject to thorough inspections and tests by the Engineer.
- C. All ordering lists shall be submitted by the Contractor to the Engineer for approval and shall be approved before the ordering of the materials.

439. CONTRACTOR'S OFFICE AT THE WORK

The Contractor shall maintain, separately and detached from the "Office for the Local Public Agency", during the performance of this contract, an office at the site of the work at which he or his authorized agent shall be present at all times while the work is in progress. The Contractor shall be responsible for equipping his office at the work with all office facilities which he may require at the site. Instructions from the Engineer left at this office shall be considered as delivered to the Contractor. Copies of the contract, drawings and specifications shall be kept at said office ready for use at any time. The obtaining of a suitable site for the location of the office shall be the responsibility of the Contractor; however, the location and site shall be subject to the approval of the Local Public Agency; all costs in connection with the obtaining and use of a suitable office site shall be the responsibility of the Contractor.

440. SANITARY REGULATIONS

- A. Adequate sanitary conveniences for use of workmen on the premises, properly secluded from the public observation, shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities and in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to and as directed by the Engineer and the local and State health authorities; under no circumstances shall sanitary wastes be allowed to flow on the surface of the ground.
- B. The Contractor shall rigorously prohibit the committing of nuisances upon the lanes or rights-of-way of the Local Public Agency, about the work or upon adjacent public or private property.
- C. The cost of the sanitary convenience and maintaining same will not be paid for separately, but compensation shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid.

441. ALCOHOL

The Contractor shall neither permit nor suffer the introduction or use of alcohol for consumption upon the work embraced in this contract.

442. FINISHING AND CLEANING UP

In completing the backfilling of the trenches, etc. the Contractor shall replace all surface material to the satisfaction of the Engineer, and shall then immediately remove all surplus material, and all tools and other property belonging to him, leaving the entire street or surroundings free and clean and in good order, at no additional expense to the Local Public Agency. The backfilling and removing of the surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private lands, upon which work is to be performed, clean and free of debris at all times and to remove tools and other property belonging to the Contractor when they are not being used.

443. CLEAN-UP AT CONTRACTOR'S EXPENSE

In case the Contractor shall fail or neglect, after backfilling, to promptly remove all surplus materials, tools and other incidentals, or promptly do the required repaving when ordered, the Engineer may, after 24 hours notice, cause the work to be done and the cost thereof shall be deducted from any monies then or thereafter due the Contractor.

444. RIGHTS OF ACCESS

Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work areas involved. The Local Public Agency or any other contractor employed by him, the various utilities companies, contractors or subcontractors employed by the Federal, State or

Local governmental agencies or other utility firms or agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange his work in such manner as to permit such access to the other and prevent unnecessary delay to the work as a whole.

445. LOADING

No part of the structures involved in this contract shall be loaded during construction with a load greater than is calculated to carry with safety. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible under his contract and bond.

446. EXISTING UTILITIES OR CONNECTIONS

- A. The Location of existing underground pipes, conduits and structures, as may be shown in the project drawings, has been collected from the best available sources and the Engineer and the Local Public Agency together with its agents does not guarantee, expressly or by implication, the data and information in connection with underground pipes, conduits, structures, electric and telephone ducts and lines, vault and such other parts as to their completeness nor their locations as indicated. The Contractor shall assume that there are existing water, gas, electric, and other utility connections to each and every building enroute, whether they appear on the drawings or not. Any expense and/or delay occasioned by utilities and structures or damage thereto, including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Local Public Agency.
- B. Before proceeding with construction operations, the Contractor shall make such supplemental investigations, including exploratory excavations by hand digging, as he deems necessary to uncover and determine the exact locations of utilities and structures and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than shown on the drawings, or which are made known to the Contractor prior to construction operations. The Contractor shall be responsible and liable for all damages to the existing utilities and structures.

447. POLLUTION OF WATERS

Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded waters of any ponds or other bodies of water.

448. COMPLETENESS OF WORK

In addition to the specified or described portions, all other work and all other materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Engineer, such work, labor, materials, and equipment shall be provided by the Contractor, and payment therefor shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

449. VEHICLE CROSSINGS

As required or directed by the Engineer, the Contractor shall install in selected locations suitable plank, timber or steel crossings substantially bound and reinforced to sustain vehicular traffic across trench or other excavations. Crossings shall be constructed with side and usable approaches for use by the traveling public, private property owners or firefighting equipment. No separate payment will be made for this work, but the cost shall be included in the prices stipulated for the appropriate items of work as listed in the bid.

450. CLEANING FINISHED WORK

After the work is completed, the sewers, manholes, and structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and left in first class condition ready for use. All temporary or excess materials shall be disposed of and the work left broom-clean to the

satisfaction of the Engineer.

451. DUST CONTROL

At all times during the progress of the work under this contract and when directed, the Contractor shall furnish and apply calcium chloride at the sites of the work over the surfaces of all earth piles along excavations, earth stockpiles and surfaces of refilled trenches, and as directed by the Engineer. Payment will be made for furnishing and applying calcium chloride for dust control in accordance with the unit price for this work submitted as part of the bid.

452. CARE OF THE WORK

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all material delivered and work performed until completion and final acceptance, whether or not the same has been covered by partial payments made by the Local Public Agency.

453. INDEMNITY

See General Contract Provisions in Appendix J.

454. CONSTRUCTION SCHEDULE

In addition to the other requirements specified and prior to issuance of the Notice to Proceed, the Contractor shall confer with the Local Public Agency and the Engineer for the purpose of drafting a construction schedule satisfactory to the Local Public Agency and the Engineer which is to include all the work of this contract. The Contractor shall perform the work of this contract to conform to the construction schedule as approved by the Local Public Agency, except the Local Public Agency reserves the right to amend and alter the construction schedule, as approved, at any time, in a manner which it deems to be in the best interests of the Local Public Agency to do so.

The Contractor shall arrange his work under this Contract to conform with the construction schedule as it shall be revised biweekly by the Contractor, at no additional expense to the Local Public Agency. The Contractor shall notify the Engineer immediately of any circumstances which may affect the performance of the work in accordance with the current construction schedule. Failure to maintain schedule will delay in processing pay applications.

455. OTHER WORK

The Local Public Agency reserves the right to do any other work which may connect with, or become a part of, or be adjacent to the work embraced by this contract, at any time, by contract work or otherwise. The Contractor shall not interfere with or obstruct in any way the work of such other persons as the Local Public Agency may employ, and shall execute his own work in such manner as to aid in the executing of work by others as may, be required. No backfilling of trenches or excavations will be permitted until such work by the Local Public Agency is completed.

456. CHANGES AND MODIFICATIONS

The Local Public Agency reserves the right to delete or cancel any item or items or parts thereof as listed in the bid, without recourse by the Contractor. The Local Public Agency also reserves the right to add to any item or part thereof as listed in the Bid. The compensation to be paid the Contractor for such additional extension, appurtenance or item shall be made under the applicable items as listed in the bid. Where no applicable items are provided in the bid for such additional extension, appurtenance or item, the compensation to be paid the Contractor shall be as set forth under Article entitled "CHANGES IN THE WORK, GENERAL CONDITIONS, SECTION 109". No further mobilization charges shall be considered for changes or modifications in the work.

457. LAYOUT OF WORK

A. The Contractor shall provide all materials, labor, equipment, etc., necessary to layout the work and

- shall be responsible for all lines, grades, elevations, measurements, etc. conforming to the American'
- B. The Contractor shall employ a Professional Engineer or Land Surveyor, registered in the State of Rhode Island, for establishing all lines, levels, grades, elevations, measurements, dimensions, locations, etc. The Engineer or Land Surveyor proposed for this work must be approved by the Engineer and the Local Public Agency. In addition, as part of the layout of work, he shall be placed at the disposal of the Engineer and Local Public Agency, from time to time as required, for checking purposes.
 - C. The Contractor shall establish control points, at the direction of the Engineer suitable for the layout of all utility work, both public and private.
 - D. No separate payment will be made for this work, but the cost shall be included in the prices stipulated for the appropriate items of work as listed in the Bid.
 - E. To assist in the layout of the work, survey data prepared by the Engineer, which has been submitted to the Local Public Agency, will be made available to the Contractor.

458. PROTECTION OF LIVES AND HEALTH

- A. In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the U.S. Department of Labor, "Williams-Steiger Occupational Safety and Health Act of 1970", and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or Causing loss of time from work, arising out of and in the course of employment on work under the contract.
- B. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.
- C. The Contractor shall be solely responsible for the acts and omissions of his agents, employees and his subcontractors and their agents and employees and shall hold the Engineer, and the Local Public Agency harmless and defend the Engineer, and the Local Public Agency against damage or claims for damages arising out of injuries to others or property of others which result from said acts or omissions.

459. SUBSURFACE STRUCTURES AND UTILITIES

- A. Available information of the location of existing substructures and utilities has been collected from various sources but the results of the investigations shown on the drawings are not guaranteed to be accurate complete.
- B. The Contractor shall make all supplemental investigations including exploratory excavations, by hand digging, as he seems necessary to uncover and determine the exact locations of utilities and structures and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than shown on the drawings, or which are made known to the Contractor prior to construction operations.

460. PROTECTION OF CONSTRUCTION FEATURES

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, building vaults, adjoining property and such incidentals and to avoid damage thereto. The Contractor shall completely repair the damage caused by his operations at no additional expense to the Local Public Agency.

461. TEST PITS

At locations where new utilities are to connect to existing utilities, the Contractor shall not proceed with the work until a test pit has been dug to determine existing conditions such as inverts of sanitary or storm sewers; outside diameter of water pipes so that sleeves or couplings can be correctly purchased, etc.

462. LOCATION OF WORK

The Contractor's attention is directed to the fact that work under this contract is performed strictly within the City of Providence.

463. PRE-CONSTRUCTION CONFERENCE

- A. Within ten (10) days after award of Contract, a preconstruction conference shall be held between the Local Public Agency, the City of Providence Department of Public Works, the Contractor, the Engineer, the Design Engineer, and other City of Providence or other regulatory agencies having jurisdiction over the project area.
- B. No work of any nature shall be performed by the Contractor until the pre-construction conference has been held, and all required permits have been obtained.

464. NOTIFICATION PRIOR TO CONSTRUCTION

Not less than ten (10) calendar days prior to the start of any work under this contract the Contractor shall send written notification of his intentions to the following:

DIG SAFE
811 or 888-344-7233

PROVIDENCE DEPARTMENT OF PUBLIC WORKS
700 Allens Avenue
Providence, RI 02905 Michael D. Borg
Director
(401)467-7950

DEPARTMENT OF PLANNING AND DEVELOPMENT
444 Westminster Street
Providence, RI 02903
Robert Azar
Deputy Director
(401) 680-8524

RIPTA
705 Elmwood Avenue
Providence, RI 02907
(401) 781-9400

RIDOT
Two Capitol Hill
Providence, RI 02903
Robert Rocchio,
Chief Engineer
(401) 222-2023

RI Energy - Electric
280 Melrose Street
Providence, RI 02907-2152
Thomas Capobianco
Lead Program Manager, City/State Construction, New England South
(401) 784-7248

RI ENERGY – GAS
40 Sylvan Road, Third Floor, West Wing
Waltham, MA 02451 - 1120
Ms. Laeyng Hunt, PE
Manager of New England Public Works
(781)907-2821

VERIZON
85 High Street
Pawtucket, RI 02865
Peter DeCosta
State Highway Coordinator
(774)409-3177

COX COMMUNICATIONS
9 J.P. Murphy Hwy.
West Warwick, RI 02893
David Velilla

Right Of Way Agent II
(401) 615-1284

PROVIDENCE WATER SUPPLY BOARD
552 Academy Avenue
Providence, RI 02808
Mr. Peter LePage, Sr., P.E.
Manager of Engineering
(401) 521-6300 Ext. 7242

PROVIDENCE DEPARTMENT OF COMMUNICATIONS
1 Communications Place, West Exchange Street
Providence, RI 02903
Ms. Carolyn Arias
Administrative Crew Chief
(401) 243-6005

NARRAGANSETT BAY COMMISSION
1 Service Road
Providence, RI 02905
David Bowens
Engineering Manager
461-6540

This notification shall set forth the Contractor's proposed sequence of construction and shall give the approximate dates of when each street or phase of the work is expected to begin. The sequence of construction shall also state the expected completion dates of each street or phase of the work.

Copies of each notification shall be sent to the Providence Redevelopment Agency, 444 Westminster Street, Suite 3A, Providence, Rhode Island, 02903. The notifications shall reference the Project, include a description of the work to be performed, including street names, and shall indicate when the construction will start. Additionally, the contractor shall request the name and telephone number of the person or department to be contacted when assistance is required, copies of all replies shall be forwarded to the Design Engineer.

465. NON-INTERFERENCE WITH ADJACENT PROPERTIES

All work under this Contract shall be performed in a manner which will minimize interference with the normal neighborhood operations.

466. [RESERVED]

467. WORK OUTSIDE REGULAR HOURS

Night work or work on Saturdays, Sundays or legal holidays requiring the presence of an engineer or inspector, will not be permissible except in case of emergency, and only upon the approval of the Local Public Agency. Should it be desired or required by the city to operate an organization for continuous night work or for emergency night work, the lighting, safety and other facilities which are deemed necessary by the Engineer and/or Design Engineer for performing such night work shall be provided by the Contractor. For night work, work on Saturdays, Sundays, or legal holidays, if any be performed, the Contractor will receive no extra payment, but compensation shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid. All night work must be approved in writing by the Local Public Agency.

468. FIRE PREVENTION AND PROTECTION

Federal laws (Occupational Safety and Health Act) and all State and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to and all work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

All fire protection equipment such as water tanks, hoses, pumps, extinguishers, and other materials and

apparatus shall be provided for the protection of the contract work, temporary work and adjacent property. Trained personnel experienced in the operation of all fire protection equipment and apparatus shall be available on the sites whenever work is in progress and at such other times as may be necessary for the safety of the public and the work.

469. PLANIMETER

For estimating quantities in which the computation of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

470. DAILY REPORTS

The Contractor shall submit, on an approved form, daily activity reports for the duration of the project. The reports shall indicate all personnel currently employed on the work including each trade and every subcontractor; all equipment and whether such equipment was idle for the particular day; a general description of all work accomplished; any authorized extra work (time and material reports shall be submitted on separate forms).

471. OTHER PROHIBITED INTERESTS

No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

472. WATER

The Contractor shall provide and maintain at his own expense an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the City. All water shall be carefully conserved. Before final acceptance, temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the City.

473. ELECTRICITY

All electric current required by the Contractor shall be furnished at his own expense and all temporary connections for electricity shall be subject to approval of the Engineer. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Engineer and shall be removed by the Contractor in like manner at his own expense prior to completion of the construction.

474. DRAWINGS

- A. The Contractor shall use the dimensions of the Drawings as shown. Measurements shall not be by scale. Full size details have preference over scale details, and large-scale details and photographs have preference over small.
- B. If discrepancies exist between Drawings and Specifications, or if necessary measurements and work specified or shown is obviously incorrect or impossible to execute, and/or if figures fail to check, the Contractor shall bring these facts to the attention of the Design Engineer. The decision of the Design Engineer as to the intention of the Contract Documents shall be final. No work shall start until all such problems have been resolved.

475. PERMITS

CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS NOT ALREADY OBTAINED BY THE LOCAL PUBLIC AGENCY, THE ENGINEER, AND/OR THE DESIGN ENGINEER.

476. [RESERVED]

477. COORDINATION WITH OTHER CONTRACTS

The Contractor is hereby notified that multiple construction projects may be ongoing throughout the construction period. The contractor shall attend meetings as required by the Local Public Agency, at a location to be determined, to assure cooperation between all involved parties.

478. JOB SITE POSTERS

The contractor must comply with US Department of Labor requirements for job site posters per Exhibit A at the end of this Section.

Exhibit A

The following list of Job Site Posters shows the required posters that should be displayed:

Job Site Posters

Required US Department of Labor posters are available on the USDOL website at <http://www.dol.gov/osbp/sbrefa/poster/matrix.htm>. FHWA posters are available at <http://www.fhwa.dot.gov/programadmin/contracts/coreloc.cfm>. The revision dates shown in this listing were current as of 11/27/2007.

OFCCP 1420 Revised 2008	Equal Opportunity is the Law	Required by Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; 38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; 41 CFR Chapter 60-42; 41 CFR 60-250.4(k); 41 CFR 60-74 1.5(a); and FHWA-1273, §II(3)(d). Available at USDOL website in English, Spanish, and Chinese by telephone at 1 888 9 SBREFA, or by email at Contact.OSBP@dol.gov .
	Contractor's EEO policy statement	Required by 41 CFR 60-741.44 through FHWA-1273, §II(1)(b).
	Letter appointing contractor's EEO officer for project	Required by 41 CFR 60-741.44 through FHWA-1273, §II(1)(b).
FHWA-1022 Revised 9/1994	Notice - Federal Aid Projects	False statements notice Required by 18 CFR 1020 and 23 CFR 635.119 Available on FHWA website.
FHWA-1495 Revised 1981	Wage Rate Information	May be substituted for WH-1321 per FHWA-1273, §IV(1)(a). Available on FHWA website.
WH-1321 Revised 1/1986	Notice to Employees	Davis-Bacon wage rate poster Required by 29 CFR 5.5(a)(1) and FHWA-1273, §IV(1)(a) Enforcement by STA and/or USDOL. Available at USDOL website, by telephone at 1-888-9-SBREFA, or by email at Contact.OSBP@dol.gov .
	Actual wage rates	Required by both FHWA-1495 and WH-1321.
OSHA-3165 Revised 2006	Job Safety & Health Protection	Required by 29 USC 657(c), 29 CFR 1903.2 through FHWA-1273, §VIII(1). Enforcement through OSHA. Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at Contact.OSBP@dol.gov .
	Emergency phone numbers	Required by 29 CFR 1926.50(f) through FHWA-1273, §VIII(1) except on areas with 911 for emergencies
WH-1088 Revised 6/2007	Your Rights - Federal Minimum Wage	Needed on projects where Davis-Bacon rates do not apply per 29 USC 211, 29 CFR 516.4 posting of notices. Enforcement by USDOL. Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at Contact.OSBP@dol.gov
WH-1284 Revised 7/2007	Notice to Workers with Disabilities Paid at Special Minimum Wages	Required by 29 CFR 525.14 Enforcement by USDOL. Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at Contact.OSBP@dol.gov
WH-1420 Revised 8/2001	Your Rights under the Family and Medical Leave Act of 1993	Required by 29 CFR 825.300 and 825.400 for employers of more than 50 people. Enforcement by USDOL. Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at Contact.OSBP@dol.gov
WH-1462 Revised 6/2003	Notice; Employee Polygraph Protection Act	Required by 29 CFR 801.6. Enforcement by USDOL. Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at Contact.OSBP@dol.gov
	Water quality related information (Example: NPDES Notice of Intent)	Project specific. Need to check with the agency administering the NPDES program in the project area for posting requirements. Enforcement by that agency.

GENERAL CONTRACT PROVISIONS

“Owner” shall mean the Providence Redevelopment Agency, its assigns, heirs, successors-in-interest, agents, and/or representatives.

“Contractor” shall mean the entity titled as such on the Contract to which these provisions are appended.

SECTION 1 - OWNERSHIP OF DOCUMENTS:

All documents created, modified, supplemented, reproduced, altered pursuant to this Contract, including but not limited to those documents mentioned or envisioned in herein are the sole property of the Owner, whether or not the work for which they are made be executed. Use of the plans and specifications included as part of this Contract shall be in accordance with the terms of this Contract, and for any use not in connection with this Contract, shall be only with the written authorization of the Owner.

SECTION 2 - MINIMUM INSURANCE REQUIREMENTS

The CONTRACTOR shall, prior to commencing performance under the contract, attach and submit appropriate certificates of insurance, naming the Owner and the City of Providence as additional insureds, to include:

- (A) General Commercial Liability coverage with limits of \$1,000,000 per each occurrence and \$5,000,000 in the Aggregate (for the Project). Such coverage shall protect the CONTRACTOR and any of its Subcontractors from any and all claims which may arise out of the CONTRACTOR’s operations and completed operations under the Contract for which the CONTRACTOR, its Subcontractors or any persons employed by them shall be liable, including but not limited to any such claims for bodily injury, death, disability, sickness, and damage or destruction to equipment, to property, or to the Work.
- (B) Workers Compensation – Statutory coverage.
- (C) Automobile Liability – owned, non-owned, and hired automobile coverage with a combined single limit of \$1,000,000.
- (D) Umbrella – with limit of \$5,000,000 over General Liability and Automobile Liability.
- (E) Property Coverage – The Contractor shall purchase and maintain during the life of this contract “All Risk” insurance coverage for their own equipment and property, with provision for Waiver of Subrogation against the Owner.

The above-listed coverage must be provided on policies and on ACORD certificates from insurance companies that are financially rated A-VI or better by A.N. Best, by which the successful bidder will indemnify and hold harmless the Owner from and against all loss or damages arising from the performance under the Contract, including all claims for personal injury or damage to property sustained by third persons, or their agents, servants and/or those claimed under them, as specified above. The CONTRACTOR shall provide a waiver of subrogation in favor of the Owner on a primary noncontributory basis.

SECTION 3 - MATERIALS AND EQUIPMENT:

The CONTRACTOR shall only prepare specifications that clearly establish the type and quality of materials/equipment, or application of each item in the Project, without writing a closed specification, and shall prepare them in a manner which encourages competitive bidding.

SECTION 4 - OWNER'S REPRESENTATIVE:

For the purpose of the Contract, the Executive Director, Providence Redevelopment Agency, City of Providence, is hereby designated as the representative of the Owner with full authority to act in all matters pertaining to this Contract for and in the name of the Owner, and may delegate such authority to such other representatives of the City of Providence and/or Providence Redevelopment Agency as he/she deems in the best interest of the Owner for the proper administration of this Project.

SECTION 5 - REGULATIONS

The CONTRACTOR shall conduct all work funded under this Contract in compliance with the following:

- (A) General and Special Conditions related to the work underlying this Contract;
- (B) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (C) Applicable federal and state Standard Terms and Conditions for Construction Projects;
- (D) All local, state, and federal laws; and
- (E) Any subsequent federal, state and/or local policy memos, regulations, communications, and guidance.

SECTION 6 - DRUG FREE WORKPLACE

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR part 280, subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Subrecipient shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued which are made apart of this Contract.

SECTION 7 - CONTRACTOR AND COVERED ENTITIES

All services supported under this Contract must be in compliance with the following regulations:

- (A) Federal Labor Standards Provisions - All projects with more than \$2,000 in EDA funding for construction shall comply with EDA requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen. The CONTRACTOR shall cause or require to be inserted in full, to the extent applicable, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5.
- (B) The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
- (C) The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR parts 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).
- (D) Executive Order 11246 as amended by Executive Order 11375 – The CONTRACTOR hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity. The CONTRACTOR furthermore agrees to insert the appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts. The Executive Orders also require contractors with 51 or more employees and contracts of \$50,000 or more to implement affirmative action plans to increase the participation of minorities and women in the workplace if a workforce analysis demonstrates their under-representation, meaning that there are fewer minorities and women than would be expected given the numbers of minorities and women qualified to hold the positions available.
- (E) Debarred and Suspended Contractors – The CONTRACTOR shall not enter into any agreement, written or oral, with any contractor, subcontractor, consultant, or sub-consultant without the prior determination by the Owner of said entity's eligibility pursuant to 2 CFR 180 and Executive Orders 12549 and 12689. An entity is not eligible to receive funds if the entity is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- (F) Byrd Anti-Lobbying Amendment – The CONTRACTOR shall file a required certification stating that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

contract, grant or any other award covered by 31 U.S.C. 1352. In addition, the CONTRACTOR will ensure that all contracts executed as a result of this Contract include provisions that each tier in contracting must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Owner.

SECTION 8 - RIGHT TO MONITOR

Owner shall have the right to monitor CONTRACTOR's compliance with all applicable requirements by whatever means the Owner deems appropriate. This right shall continue throughout and until Owner's grant closeout with EDA.

SECTION 9 - RIGHT TO INSPECT

Owner, its agents and designees, shall have the right, from time to time, to inspect the Project site for purposes of ensuring compliance with the terms and conditions of this Contract and EDA's Rules and Regulations.

SECTION 10 - RECORD RETENTION AND ACCESS TO RECORDS

The CONTRACTOR agrees that the Owner, its agents, funders, representatives, and the Comptroller General of the United States or any of their authorized representatives, has the right to access the Project and any books, documents, papers or other records of the CONTRACTOR or the Project, which are pertinent to this Contract in order to make audits, examinations, excerpts or transcripts. The CONTRACTOR will maintain all books and records pertaining to this Contract throughout and until Owner's closeout of any funding reporting or for a three (3) year period following the final payment under this Contract, whichever period is longer in duration.

SECTION 11 - LIMITATION OF LIABILITY

The CONTRACTOR acknowledges that the Owner shall not be liable to the CONTRACTOR for the completion of, or the failure to complete, any activities, which are a part of CONTRACTOR's services under the Project contemplated by this Contract. The CONTRACTOR acknowledges that should the Owner find a material default or noncompliance with this Contract, as determined by Owner in its sole discretion and, as a result thereof, cease disbursement of funds, the Owner shall incur no liability to the CONTRACTOR.

SECTION 12 - NO DELEGATION OF DUTIES

The CONTRACTOR shall remain fully obligated under the provisions of this Contract notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project. Any party or parties so designated shall also be obligated to perform such duties under the same restrictions and requirements as if the CONTRACTOR were performing them.

SECTION 13 - NO THIRD PARTY BENEFICIARIES:

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

SECTION 14 - SUCCESSORS AND ASSIGNS:

Neither the Owner nor the CONTRACTOR shall assign its rights hereunder. Subject to the provision of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

SECTION 15 - MINORITY/WOMEN'S BUSINESS ENTERPRISES

The CONTRACTOR agrees to develop and implement an outreach program for minority and women business enterprises. Furthermore, the CONTRACTOR will maintain the records of such outreach program, including the data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract under this Project, as well as additional details regarding the amount of the contract, subcontract, and documentation of CONTRACTOR's steps to assure that minority business and women's business enterprises have an equal opportunity to compete for contracts and subcontracts as sources of supplies, equipment, construction and services. The goal of the MBE/WBE participation for this Project is ten percent (10%).

SECTION 16 - AUDIT STANDARDS

To the extent applicable, the CONTRACTOR agrees to comply with the audit standards outlined in Subpart F of 2 CFR Part 200-Audit Requirements, and to prepare an audit within two hundred seventy (270) days after the close of any fiscal year in which the CONTRACTOR expends federal awards of at least \$750,000 (or such other amount as specified by the Director of the Office of Management and Budget). Audits must comply with the provisions of OMB Uniform Guidance 2 CFR Part 200, must be conducted by an independent certified public accountant ("CPA"), and must include a management letter and any responses thereto and CPA-prepared financial statements. Such financial statements must include a balance sheet, operating statements, source and use of funds statement, Schedule of Expenditures of Federal Awards and sufficient supporting schedules and notes as may be necessary for the Owner to determine the financial status of CONTRACTOR's activities. If such audit contains material findings, the CONTRACTOR must provide a copy of the audit, together with any comments and plans for correction, to the Owner. If such audit contains no material findings, the CONTRACTOR is not required to submit a copy to the Owner unless otherwise required by the terms of this Contract; provided, however, that upon request the CONTRACTOR must provide a copy of any and all audits performed during the term of this Contract to the Owner, or any designee thereof. The Owner reserves the right, in its sole discretion, to require an audit of any CONTRACTOR that expends federal funds during its fiscal year, regardless of amount. The CONTRACTOR acknowledges that, in the event the Owner requires an audit, Owner funds may not be used to offset the costs associated with the audit. The CONTRACTOR assumes full responsibility for compliance with this paragraph.

SECTION 17 - FINANCIAL MANAGEMENT SYSTEM

The CONTRACTOR will establish and maintain a financial management system pursuant to 2 CFR Part 200, Subpart D, that will provide for a) accurate, current and complete disclosure of the financial results of the functions and services performed under this Contract; and b) record and identify the source and application of funds for the activities, functions and services performed pursuant to this Contract. These records will contain information pertaining to federal and state funds received, and assets, liabilities, expenditures, and income; c) effective control over and accountability for all funds, property, and other assets. The CONTRACTOR will safeguard all such assets and will assure that they are used solely for authorized purposes as provided in this Contract; and d) accounting records that are supported by source documentation.

SECTION 18 - INDEMNIFICATION

The CONTRACTOR shall hold harmless and indemnify the Owner from and against any and all claims, costs and/or damages (including reasonable attorneys' fees and costs) arising from (i) any injury or damage to persons or property that may occur as a result of work performed in connection with its services under this Project, (ii) any third party, including without limitation, development professionals and contractors who may be engaged by the CONTRACTOR; and (iii) any third party claiming that a third party beneficiary relationship has been established between the Owner and such third party, it being the intention of the parties hereto that no such relationships be created or established.

SECTION 19 - CONTRACTOR'S REPRESENTATIONS

CONTRACTOR represents to the Owner as follows:

- (A) It has no knowledge of any notices or violations of federal or state statutes or regulations or municipal ordinances or orders, or requirements of any governmental body or authority to whose jurisdiction any of the real estate making up the Project is subject;
- (B) Its execution, delivery and carrying out of the terms and conditions of this Contract have been duly authorized and will not conflict with or result in a breach of its Articles of Incorporation or by-laws, or any vote of members or directors or of the terms or provisions of any existing law, regulation or order of any court or government body or authority or agreement to which it is a party or by which it is bound;
- (C) There has been no material adverse change in its financial condition since the submitting of its bid proposal;
- (D) The representations, warranties and statements of fact of the CONTRACTOR as set forth in its bid proposal and this Contract are true, accurate and complete in all material respects as of the date hereof;

- (E) It has not failed to provide the Owner with any material information necessary to make the representations, warranties, and statements contained herein; and are not misleading, in light of the circumstances under which they were made;
- (F) The CONTRACTOR has duly authorized the officer executing this Contract to execute, in its name and on its behalf, this Contract and all such other documents and instruments as the Owner may request in connection therewith; and
- (G) The CONTRACTOR has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or renovations to the proposed activity.

SECTION 20 - EVENTS OF DEFAULT AND PURSUIT OF REMEDIES

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- (A) Any breach or non-compliance by the CONTRACTOR with the conditions, provisions, obligations, duties, agreements, covenants, representations and warranties made and set forth in this Contract and any/all accompanying documents, any documents incorporated by reference in Section 5 above, as the same may be amended from time to time, as determined by the Owner in its sole discretion; or
- (B) Any representation or warranty made herein or in any/all CONTRACTOR submissions or documents related hereto, accompanying closing documents, addenda, exhibits, amendment, binder, and/or other instruments executed in connection with this Contract is proven to be false or misleading in any respect, whether through commission or omission.

Upon the occurrence of an Event of Default, the Owner may, at its option, send the CONTRACTOR a Notice of Default stating that CONTRACTOR has thirty (30) days to cure said default. In the event CONTRACTOR fails to cure said default within thirty days, the Owner may, upon ten (10) business days' notice, terminate or suspend this Contract, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by CONTRACTOR.

The CONTRACTOR agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Owner in collection of the moneys due hereunder or in the exercise or defense of its rights and powers under this Contract. In addition, the Owner may pursue any other remedies, legal or equitable, available to it in the event of CONTRACTOR's default, fraud or misrepresentation, whether through commission or omission.

SECTION 21 - TERMINATION

This Contract Agreement shall remain in effect until the Owner's grant closeout or the CONTRACTOR's final payment is received, whichever is longer in duration.

In accordance with 2 CFR 200, the Owner may suspend or terminate this Contract if the CONTRACTOR materially fails to comply with any terms of this Contract Agreement, which include (but are not limited to) the following:

- (A) Failure to comply with the terms and conditions herein, or the terms and conditions found in the documents incorporated by reference in Section 5 above;
- (B) Failure, for any reason, of the CONTRACTOR to fulfill in a timely and proper manner its obligations under this Contract;
- (C) Ineffective or improper use of funds provided under this Contract; or
- (D) Submission by the CONTRACTOR to the Owner of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Contract may also be terminated for convenience by either the Owner or the CONTRACTOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

SECTION 22 - DISPUTE RESOLUTION

In the event of any dispute or disagreement between the parties with respect to this Contract, the parties shall make a good faith effort to resolve the dispute within thirty (30) days of written notice by either party requesting a meeting to resolve the dispute. If the parties are unable to resolve the dispute within thirty (30) days, unless otherwise agreed to by the parties, the parties agree to engage in mediation of the dispute in Providence, Rhode Island by an independent and neutral person qualified to act as a mediator.

If the parties are unable to reach a mutually acceptable resolution to the dispute within thirty (30) days following an initial mediation conference, or within sixty (60) days following the written request for mediation, the parties agree that the matter may, upon written agreement, be submitted to arbitration in Providence by three (3) impartial arbitrators, who shall be experienced in mediation and arbitration and knowledgeable regarding any and all matters related to this agreement, one to be chosen by each party and the third by the two so chosen.

If not submitted to arbitration upon written agreement, each party submits to the jurisdiction of the courts situated in Providence County, State of Rhode Island.

SECTION 23 - NOWAIVER

No delay or omission by the Owner to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of CONTRACTOR's breach of or noncompliance with the terms of this Contract, whether the Owner has knowledge of such breach or noncompliance, and no other

assent or waiver, express or implied, by the Owner to or of any such breach or noncompliance shall be deemed as assent or waiver of any other or succeeding breach or noncompliance.

SECTION 24 - BENEFIT

This Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by CONTRACTOR of its rights under this Contract shall be of any effect unless the prior written consent of the Owner and in accordance with the terms herein.

SECTION 25 - SEVERABILITY

If any provision of this Contract shall be deemed unenforceable or invalid, such provision shall not affect, impair or invalidate any other provision of this Contract. Any provision of this Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

SECTION 26 - GOVERNING LAW

This Contract is being executed and delivered in the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Rhode Island, the City of Providence Home Rule Charter, the Providence Code of Ordinances, and the Providence Redevelopment Agency By-laws, as amended.

SECTION 27 - SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Contract are included for convenience only and shall not limit or otherwise affect the terms of this Contract.

SECTION 28 - NOTICES

All notices to be given pursuant to this Contract shall be in writing and shall be deemed given when mailed by certified, registered mail, return receipt requested, or a commercially-acceptable overnight service, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the Owner:

Providence Redevelopment Agency
City of Providence
444 Westminster Street, Suite 3A
Providence RI 02903

To the CONTRACTOR:

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

SECTION 29 - ENTIRE AGREEMENT

This Contract and all attachments, addendums, and/or exhibits attached hereto shall represent the entire agreement between the Owner and the CONTRACTOR and may not be amended or modified except in writing signed by each party hereto and in accordance with this section.

Amendments shall make specific reference to this Contract, will be executed in writing, and signed by duly authorized representatives of each party. Such amendments shall not invalidate this Contract, nor relieve or release the Owner or the CONTRACTOR from its obligations under this Contract.

The Owner may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, services, or Project schedule of the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both the Owner and the CONTRACTOR.